

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

November 1, 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 two Correctional Officer Trainees for the Worcester County Jail; reviewing the impact of the new Federal Overtime Rule on Specific Non-Classified County Staff members; confirming new hires for the Sheriff's Office; 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 | |
| 10:05 - Presentation of Proclamation recognizing November as National Adoption Month and Commendation recognizing the 2016 Worcester County Adoptive Parents of the Year | 1 |
| 10:10 - J. Sexauer, Local Management Board: 2017 Community Partnership Agreement | 2 |
| 10:20 - Chief Administrative Officer: Administrative Matters
(Emergency Solutions Grant Agreement FY17; 5-Day Lease Extension at Gold Coast Mall for Liquor Control; Proposed Inventory Discounts for Liquor Control; Bid Specifications for Modular Sport Surfacing Systems at Recreation Center; Use of Forest Conservation Funds at County Parks; Transfer of Non-Tidal Wetland Permit to DNR; FY17 Coastal Bays Rural Legacy Grant Agreement and Thank You Letters; Findings and Resolution for Rezoning No. 404 - Sun TRS Fort Whaley, LLC; Engineering of Big Mill Dam Replacement; Award of Bid for Zero-Turn Mowers; Sale of Right-of-Way for US 113 Dualization Project; Riddle Farm Commercial Expansion - Utility Easements - Area B; Award of Bid for Chemicals; Review Bids for Coating Rehabilitation of Mystic Harbour Water Tower) | 3-17 |
| 10:30 - | |
| 10:40 - | |
| 10:50 - L. Taylor, J. Cook - Board of Education: Proposed FY18 Public School Construction and Capital Improvement Plan; and Showell Elementary School Replacement Project Design | 18-19 |
| 11:00 - | |
| 11:10 - | |
| 11:20 - Chief Administrative Officer: Administrative Matters
(Recommendation to Change Flexible Spending Account Vendor; Upcoming Board Appointments; Proposed Holiday Turkey/Ham Gift Cards to County Employees; Proposed Attendance at 2017 National Hurricane Conference; Commissioners Meeting and Budget Schedule for 2017; and potentially other administrative matters) | 20-24 |
| 11:30 - | |
| 11:40 - | |
| 11:50 - | |
| 12:00 - Questions from the Press | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) | 3-17, 20-24, continued |
| 1:10 - | |
| 1:20 - | |
| 1:30 - | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

October 18, 2016

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

Following a motion by Commissioner Mitrecic, seconded by Commissioner Elder, 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), (4) and (7) of the General Provisions Article of the Annotated Code of Maryland and to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; Kim Moses, Public Information Officer; Stacey Norton, Human Resources Director; and Merry Mears, Economic Development Director. Topics discussed and actions taken included: hiring Tyler Hall as a Maintenance Worker I for the Maintenance Division and promoting Vince Littleton from Transfer Station Attendant to Landfill Operator I within the Solid Waste Division of Public Works; posting to fill vacancies for one Transfer Station Attendant and one Recycle Worker I for the Solid Waste Division of Public Works, and one Building Housing & Zoning Inspector I for Development Review and Permitting; confirming the hiring of Sherril Prettyman as a part-time Animal Control Officer within the Animal Control Division of the Sheriff's Office, and Brittani Roksiewicz and Lynn Nixon as Assistant State's Attorneys and the rehiring of Richard Taylor as a part-time Investigator within the State's Attorney's Office until his replacement begins work in January 2017; discussing a potential business organization to locate in the County; receiving legal advice from counsel; and performing administrative functions.

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

The Commissioners reviewed and approved the minutes of their October 4, 2016 open and closed session meetings as presented.

Bill Sammler, Warning Coordination Meteorologist at the National Weather Service Office in Wakefield, Virginia met with the Commissioners and Emergency Services Director Fred Webster to certify Worcester County as StormReady. Mr. Webster stated that no community is storm proof, but every community can be StormReady, a program started by the National Weather Service to help Emergency Managers ensure their communities are ready when a crisis

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occurs. He stated that Worcester County met the criteria for this certification due to the efforts of Emergency Services staff who distributed National Oceanic and Atmospheric Administration (NOAA) weather radios to schools and other government office buildings, co-hosted SKYWARN weather spotter training classes for the general public, and provided weather awareness during Community Emergency Response Training (CERT) programs and at local civic group presentations. Mr. Sammler congratulated the Commissioners and advised that the Town of Ocean City and Wicomico County were previously designated StormReady, and today Somerset County and Worcester County join them. Commissioner Bunting thanked staff and stated that department heads and staff come together as a team in the Emergency Operations Center (EOC) in advance of storms and other natural disasters to help keep the public prepared and informed, and he thanked them for their roles in assuring that the County is StormReady.

Pursuant to the written request of Board of Education (BOE) Chief Financial Officer Vince Tolbert and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Bunting to sign a letter supporting the BOE's request to be exempt from the local school system audit in Worcester County by the State Office of Legislative Audits (OLA) scheduled to begin in FY17 for reasons outlined in a letter from the Worcester County BOE. The reasons for the BOE's request to be exempt from the OLA is that the organization is subject to several on-going audits, and the additional 1,200 hours of manpower that must be redirected to assist with the OLA would place an overwhelming demand on BOE resources given the small staff and number and scope of other audits.

Pursuant to the request of Economic Development Director Merry Mears and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Ms. Mears to participate in Leadership Maryland, a year-long, independent, statewide leadership program designed to develop informed, senior-level leaders who have access to more than 1,000 top Maryland leaders and who will get involved in vital issues, such as education, economic development, health and human services, criminal justice, the environment, agriculture and multiculturalism. Tuition is \$7,350, with most participants eligible for financial aid of up to \$3,675.

Pursuant to the recommendation of Library Director Jennifer Ranck and upon a motion by Commissioner Church, the Commissioners unanimously approved the proposal from Gipe Associates, Inc. of Easton, Maryland for the design of access control, intrusion detection and video surveillance systems for the new Berlin Branch Library at a revised cost of \$6,800. Ms. Ranck explained that this proposal, which is in addition to the architectural and engineering services provided by Jeff Schoellkopf and JSD, Inc. of The Design Group of Warren, Vermont, will provide a comprehensive plan, more accurate cost estimates, and coordination between control and electrical designs that will allow the systems to be competitively bid with other subcontract packages for the library construction. Commissioner Bertino thanked Ms. Ranck for negotiating a reduced price for the services.

The Commissioners met with Public Works Director John Tustin to discuss a request from Mary Johnson-Willis for the County to construct a bike lane on South Point Road in Berlin.

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Mr. Tustin stated that the existing road has a 40-foot right-of-way (ROW), and installing a bike path would require a minimum of five additional feet of paved surface on one side of the road for foot and bike traffic traveling in both directions for a distance of 3.5 miles. He stated that the project would cost in excess of \$100,000 for paving alone, and this does not include the funding that would be required to purchase the extra ROW needed to accommodate the request. Therefore, he recommended installing "Share the Road" signs along South Point Road, which have been installed on other County roads with much success by providing visual warnings to drivers that walkers and bikers may be on the road at any time.

Commissioner Church stated that he has received several phone calls from South Point residents opposed to constructing a bike lane in that area because the road is too busy and too narrow. In response to a question by Commissioner Lockfaw, Mr. Tustin stated that the State Highway Administration (SHA) has re-purposed hard shoulder areas on several area State roads for use as bike lanes, but that County roads do not have hard shoulders. He advised that Roads Division staff would cut back vegetation in the ROW on South Point Road to improve sight distance and post "Share the Road" signs prior to sharp turns.

Upon a motion by Commissioner Lockfaw, the Commissioners unanimously approved Mr. Tustin's recommendation to install "Share the Road" signs along South Point Road.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously agreed to waive the standard bid process and accept the proposal from Sherwood-Logan & Associates, Inc. of Annapolis, Maryland for the purchase of two Flygt Pumps at a total price of \$32,774 to replace the pumps at Ocean Pines Pump Station S. Mr. Tustin reiterated that the request to waive bidding was to ensure consistency in the pump brand, as Flygt pumps are now being installed in all County pump stations, and funds for the purchase are available in the 2014 Bond Issue. In response to a question by Commissioner Lockfaw, Mr. Tustin stated that staff had previously priced pumps from other suppliers, which were at least 10% higher than Sherwood-Logan.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the standard bid process and accept the proposal from George, Miles and Buhr (GMB) of Salisbury, Maryland to develop performance specifications and solicit proposals from three qualified aeration system manufacturers that are most compatible with County wastewater facilities to replace the aeration system in Treatment Unit No. 3 at the Ocean Pines Wastewater Treatment Plant (WWTP). He advised that funds for the project are available in the 2014 Bond Issue. In response to a question by Commissioner Bertino, Mr. Tustin explained that the process will help the County secure the best system for the needs at the Ocean Pines WWTP.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Lockfaw, the Commissioners unanimously accepted the low bid from Murtech, Inc. of Salisbury, Maryland at a cost of \$147,714 for the concrete pipe option for construction of the Colona Road Culvert replacement over Little Mill Creek near Pocomoke. In response to a question by Commissioner Elder regarding the \$300,000 difference between the two bids that had been received, Mr. Tustin stated that Murtech has been the County's marine contractor on several projects, and he feels

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comfortable accepting this bid.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Lockfaw, the Commissioners unanimously approved bid specifications to purchase one current model year 6,800-gallon tank trailer to be utilized by the Solid Waste Division of Public Works to transport leachate from the Central Landfill to various County wastewater facilities. Mr. Tustin advised that funds of \$66,000 are available within the FY17 budget for this purchase.

Pursuant to the request of Mr. Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously approved bid specifications to purchase one trailer-mounted straw-blower power mulcher for the Solid Waste Division of Public Works. Mr. Tustin advised that funds of \$35,000 are available within the FY17 budget for this purchase.

In response to questions by Commissioner Lockfaw, Mr. Tustin advised that recent flooding caused significant damage to a culvert on Sheephouse Road/Big Mill Road that connects MD Rt. 12 and U.S. Rt. 13 in the Stockton area, which washed away about a 50-foot stretch of roadway and resulted in the need to close a portion of the roadway to all traffic. He stated that after Delmarva Power addresses downed power lines in the area his staff will be able to remove fallen trees from the roadway, evaluate the extent of the damage and initiate emergency repairs to fast-track the bid process, with the County eligible for 80% matching funds from the State to aid in repair costs.

The Commissioners met in legislative session.

The Commissioners met with Mr. Tudor to review a proposed text amendment application on poultry operations that was drafted by County staff at the request of the Planning Commission to replace an earlier text amendment application submitted by Harold Scrimgeour on February 29, 2016. Mr. Tudor stated that staff had voiced a number of concerns with Mr. Scrimgeour's amendment as drafted, including the elimination of poultry houses from the allowable uses in the E-1 Estate District, provisions for setback reductions based on neighboring property owner agreements, certain setback provisions and various other technical details. Therefore, after the staff presentation, the Planning Commission requested staff draft a proposal for consideration, which was drafted and presented at the Planning Commission meeting on October 6. He stated that, much like Mr. Scrimgeour's amendment, the staff version takes a whole new approach to the regulation of poultry operations in the County. It removes poultry houses from the list of other agricultural structures in the Code and establishes an entirely new section dealing with just poultry operations, defines a number of new terms, greatly increases setbacks beyond current standards, establishes a density limitation on poultry houses by the use of a sliding scale that increases the lot area requirements as the number of poultry houses increases, requires vegetative buffers to be established, and sets forth provisions for reductions in setbacks and buffers. He stated that after the staff version of the text amendment was presented, Mr. Scrimgeour withdrew his proposed text amendment application, and the Planning Commission gave a favorable recommendation to the staff version of the text amendment.

Commissioner Bunting thanked staff for the presentation, after which the Commissioners declined to introduce the proposed legislation at this time. Commissioner Bunting stated that the

Commissioners would be in touch before giving further consideration to the legislation.
Commissioner Bunting closed the legislative session.

The Commissioners met with Environmental Programs Director Bob Mitchell to schedule a public hearing on a Comprehensive Water and Sewerage Plan amendment application submitted by Sun Communities, LLC to expand the Mystic Harbour Sanitary Service Area (SSA) to add the existing Frontier Town Campground, to the SSA for sewer service. Mr. Mitchell advised that the property is located at 8428 Stephen Decatur Highway (MD Rt. 611) approximately one-quarter mile from its intersection with Assateague Road (MD Rt. 376) and more specifically identified on Tax Map 33 as Parcel 94 and is presently served by private water and sewer, so a connection would need to be constructed to connect the campground to the sewer collection system. Mr. Mitchell advised that the Planning Commission found the proposed amendments to be consistent with the County's Comprehensive Development Plan.

Upon a motion by Commissioner Mitreic, the Commissioners unanimously agreed to schedule a public hearing on November 15, 2016 to receive public comment on the proposed amendments to the Worcester County Water and Sewerage Plan as requested.

Pursuant to the request of Recreation and Parks Director Paige Hurley and upon a motion by Commissioner Mitreic, the Commissioners unanimously authorized staff to develop an in-house improvement plan to enhance the Bishopville Park and to host a public meeting to invite feedback on that plan prior to presenting it to the Commissioners for their consideration at a future date. Mr. Hurley stated that this process would improve park functionality, aesthetics and sustainability, stand as an example of the County and citizens working together to develop an outstanding recreational outlet, and serve as a template for initiating improvements at other satellite parks throughout the County.

Upon nominations by Commissioner Church, the Commissioners unanimously reappointed Richard Collins, Reverend Guy Butler, Dr. William Greer, and Connie Wessels to the Adult Public Guardianship Board for additional three -year terms each expiring December 31, 2019.

Pursuant to the recommendation of County Attorney Maureen Howarth and upon a motion by Commissioner Bertino, the Commissioners voted 4-3, with Commissioners Bertino, Bunting, Elder, and Purnell voting in favor of the motion and Commissioners Church, Lockfaw, and Mitreic voting in opposition to the motion, to authorize Commission President Bunting to sign the Asset Purchase Agreement between the County Commissioners of Worcester County, Maryland (Seller) and Gold Coast Beer and Wine (GCBW, Inc. - Purchaser), with GCBW to purchase \$272,728.36 worth of inventory in the Shore Spirits Retail Liquor Store at the Gold Coast Mall, with a 10% inventory markup for a total purchase price of \$300,000, subject to approval by the License Commissioners for a Class "A" beer/wine/liquor license for GCBW, Inc., with the application to be acknowledged by the County Commissioners as outlined in their October 4, 2016 meeting minutes.

The Commissioners recessed until 11:00 a.m.

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The Commissioners conducted a public hearing on Rezoning Case No. 404, for an application submitted by Attorney Hugh Cropper, IV on behalf of Sun TRS Fort Whaley, LLC - Fort Whaley Campground, for an amendment to the Official Zoning Maps to rezone approximately 28 acres on the southerly side of US Rt. 50 and the easterly side of Dale Road at the junction of U.S. Rt. 50 and MD Rt. 610, and more specifically identified on Tax Map 18 as part of Parcel 20 in the Third Tax District of Worcester County, Maryland from C-2 General Commercial to A-2 Agricultural District. Staff members present at the hearing were Development Review and Permitting Director Ed Tudor and Deputy Director Phyllis Wimbrow. County Attorney Maureen Howarth informed the public of the procedures in rezoning cases. She then swore in those individuals who planned to give testimony during the hearing. Mr. Tudor reviewed the application. Ms. Wimbrow entered the Planning Commission's Findings of Fact into the record and stated that, according to the application for rezoning, the applicants' claim as the basis for their rezoning request was that there was a mistake in the existing zoning. She stated that the petitioned area has been zoned C-2 since the 2009 comprehensive rezoning of the County, with the remainder of Parcel 20 being zoned A-2. She stated that in the 1960s Parcel 20 in its entirety was zoned A-1 Agricultural, and the petitioned area was rezoned to B-2 General Business District by Rezoning Case No. 33 in 1971, with the remainder of the parcel retaining its A-1 classification then and during the 1992 Comprehensive Rezoning. Ms. Wimbrow stated that the petitioned area is identified within the Agricultural Land Use Category in the 2006 Comprehensive Plan and associated land use maps and pointed out that, with the exception of the property on the west side of Dale Road zoned C-2, all other adjacent and nearby properties to the south of U.S. Rt. 50 are zoned A-1, while sensitive areas along the Pocomoke River are zoned RP Resource Protection District, those directly abutting MD Rt. 610 to the north of U.S. Rt. 50 are zoned C-2, and other nearby properties are zoned A-1. Ms. Wimbrow advised that the Planning Commission found that there is a mistake in the existing zoning of the petitioned area, as the surrounding area is rural and agricultural in nature, and that it is classified by the Comprehensive Plan as being within the Agricultural Land Use Category. Furthermore, the Comprehensive Plan states that there is an overabundance of commercially-zoned land in the County. She also stated that the Planning Commission found that the commercial zoning classification is not needed on the petitioned area because the existing quasi-commercial uses are actually accessory uses allowed as amenities to the campground, and the A-2 zoning would permit what is essentially infill development by allowing the expansion of an existing campground, which would be an appropriate form of smart growth for the area. She concluded that, based on this review, the Planning Commission concluded that there was a mistake in the existing zoning of the petitioned area and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and therefore gave a favorable recommendation to Rezoning Case No. 404, seeking a rezoning of the petitioned area from C-2 General Commercial District to A-2 Agricultural District.

Commissioner Bunting opened the floor to receive public comment.

Mr. Cropper, attorney for the applicant, concurred with the Planning Commission and staff's assessment, advised that the basis for the proposed change in zoning from C-2 to A-2 is that there is a mistake in the existing zoning of the petitioned area, stated that B-2 zoning is inappropriate in this area, and asked the Commissioners to support the Planning Commission's Findings of Fact and recommendation for rezoning. He stated that the A-2 zoning allows for

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infill development, which would permit the campground to expand from 210 to 300 campsites and to upgrade the water and wastewater systems.

In response to questions by Mr. Cropper, Land Planner and Landscape Architect Bob Hand stated that the current C-2 zoning is a mistake and expansion of the campground would constitute smart growth for infill development. He also stated that there are no public facilities serving the site, and if the campground is able to expand with additional campsites, the on-site system will likely be upgraded to a package plant. He also noted that the proposed rezoning is compatible with existing and anticipated development in the area and would have no impact on traffic.

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

In response to a question by Commissioner Elder, Mr. Tudor stated that staff had been advised not to recommend down zoning when developing the 2009 Comprehensive Rezoning, but felt that the petitioned area should have been down zoned at that time for agricultural use.

Upon a motion by Commissioner Church, the Commissioners unanimously adopted the Planning Commission's Findings of Fact and approved the rezoning based on a mistake in the existing zoning since the last comprehensive rezoning on November 3, 2009.

The Commissioners answered questions from the press, after which they adjourned to meet again on November 1, 2016.



1

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

PROCLAMATION

WHEREAS, in honor of National Adoption Month, we recognize that every child in foster care deserves the support, security and permanency that comes with being a member of a loving, nurturing family, and in many cases adoption is the plan best suited to offer a young person a forever family; and

WHEREAS, the Worcester County Department of Social Services partners with families to secure the resources, support and care that are vital to the future success of County sons and daughters who lack these foundational elements, and that bring the joy of adoption to families. Disability, low income or unmarried status does not preclude the right to adopt.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize November as **National Adoption Month** and we extend our gratitude to the selfless men and women who remain committed to helping children find stability as valued members of forever families through adoption.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of November, in the Year of Our Lord Two Thousand and Sixteen.



Madison J. Bunting, Jr., President

Merrill W. Lockfaw, Jr., Vice President

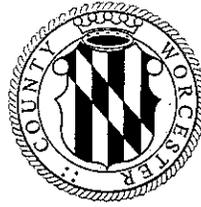
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OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

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SNOW HILL, MARYLAND
21863-1195

COMMENDATION

WHEREAS, Frank and Diana Wright have been named the 2016 Worcester County Adoptive Parents of the Year for providing a loving, caring, nurturing and permanent home environment to their adoptive daughter, Alana; and

WHEREAS, in addition to educating themselves about fostering children from other cultures and opening their home to children in respite care and chronically neglectful circumstances, Mr. and Mrs. Wright volunteer their time to speak and inspire others to foster area youth.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Frank and Diana Wright** for partnering with the Worcester County Department of Social Services to provide a loving home to Alana and encouraging others to foster life locally.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of November, 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



Worcester County's Initiative to Preserve Families

6040 Public Landing Rd.
Post Office Box 129
Snow Hill, MD 21863

Telephone: 410-632-3648



Worcester County's
Initiative
to Preserve Families

October 21, 2016

TO: Harold Higgins, Chief Administrative Officer
THROUGH: Jennifer LaMade, Director of Planning, Quality, and Core Services JL
 Debbie Goeller, Health Officer
FROM: DL Jessica Sexauer, Director
 Local Management Board
SUBJECT: 2017 Community Partnership Agreement

Please accept this document as a request to approve the Fiscal Year 2017 Local Management Board Community Partnership Agreement which is equivalent to last year's funding at \$537,947. The programs to be funded in fiscal year 2017 are:

- Integrated Services For Child Maltreatment
- The Cricket Center
- Youth as One
- Comprehensive Parenting Program Initiative
- Community Service Centers
- System/Family Navigation

The results and indicators have been reviewed by LMB staff as well as Kim Malat from the Governor's Office for Children. Programs began on July 1, 2016. We are requesting that you review and sign this document. Please return all three signed copies to the LMB. An original copy will be provided to the County Commissioners after approval by the Governor's Office for Children. If you have any questions please contact me at 410-632-1100 extension 1025.

Thank you for your time and consideration.

cc: Kelly Shannahan, Assistant Chief Administrative Officer

Attachment



State of Maryland Executive Department

Larry Hogan
Governor

Boyd K. Rutherford
Lieutenant Governor

Arlene F. Lee
Executive Director

To: Local Management Board Chair and Point(s) of Contact

From: Kim Malat, Deputy Director

Date: October 13, 2016

Re: FY 2017 Community Partnership Agreement

The FY 2017 Community Partnership Agreement, which includes the Appendix A and Appendix B as approved by the Governor's Office for Children (Office), is ready for execution.

There are three (3) additional documents attached to the email that included this memo, as follows:

1. The contract boilerplate – this is main part of the Agreement and was prepared using the FY16 version of the document and is individualized to the Local Management Board;
2. The Appendix A Program Description Chart; and
3. The Appendix B and cover pages for the Appendix A and Appendix B.

Required performance measures tables are no longer included in the contract, nor are they a contract deliverable. The approved performance measures for each program/strategy have been incorporated in the Program Description chart that is the Appendix A. The contract boilerplate reflects this change.

Please print at least two (2) original copies of all the materials (one copy for the Office and one for the Board) that were included as attachments to this email. Please DO NOT use a version other than what was sent to you in this email. Double-sided printing is acceptable. If the Local Management Board requires more than one copy locally – print as many as is necessary. If more space is needed for additional local signatures on the contract boilerplate, please add a space for the signatures on the last page or add a new page.

Authorized Local Management Board officials should sign all original copies where indicated on the contract boilerplate and the Appendix A and Appendix B cover sheets. Please be sure to obtain the date for all signatures. If local sign-off for legal sufficiency is not required, please forward with the signed Agreements a brief memo or email that confirms this decision.

Once all the local signatures have been obtained, mail all the originals to the Office, addressed to the attention of Kim Malat, Deputy Director. I will ensure that the necessary State signatures are obtained and will then forward the fully-executed documents to the Local Management Board for your files.

Please note that the State cannot separately execute the individual parts of the Community Partnership Agreement contract, but must execute the contract in its entirety and at the same time. Deviation from the above instructions will cause a delay in execution of the contract, which will cause a delay in the release of the first payment to the Local Management Board.

Please do not hesitate to contact me at 410.697-9245 or kim.malat@maryland.gov if you have questions. Thank you for your prompt attention to this matter.

COMMUNITY PARTNERSHIP AGREEMENT
BETWEEN
STATE OF MARYLAND
AND
WORCESTER COUNTY, MARYLAND

This Community Partnership Agreement ("**Agreement**") effective, as of July 1, 2016, between the State of Maryland ("**State**"), acting by and through the Children's Cabinet ("**Cabinet**"); and **Worcester County, Maryland** ("**Subdivision**"), acting by and through the **Worcester County Initiative to Preserve Families** ("**Board**"), designated as the Local Management Board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

WHEREAS, the **Cabinet** and the **Board** intend to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services; and

WHEREAS, pursuant to Title 8, Subtitle 5 of the Human Services Article of the Annotated Code of Maryland, the **Board** has made an application for money from the **Cabinet** Fund, and desires to enter into a Community Partnership Agreement that: (1) reflects coordination with the State's three-year plan for children, youth, and families and any local government plan for services for children, youth, and families; and (2) addresses the priorities and strategies of the Subdivision for meeting the identified needs of children and families as articulated in the **Board's** community plan regarding youth development, prevention services, crisis and early intervention, services for children at risk of out-of-home placement or returning from out-of-home placement, etc. ; and,

WHEREAS, the **Cabinet** intends to disburse **Cabinet** funds to the **Board** subject to certain terms, conditions, performance measures, or outcome evaluations that the **Cabinet** considers necessary,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

I. **SCOPE**

The purpose of this **Agreement** is to establish a Community Partnership Agreement in **Worcester County, Maryland** to establish a comprehensive, integrated children and family interagency service delivery system that is community-based, family-focused and culturally competent. This **Agreement** is based on a shared vision and a joint commitment by the **Cabinet** and the **Board** to advance a results-based accountability and management system that enhances child and family well-being.

This **Agreement** includes Appendices A and B, which are attached hereto and incorporated herein. The appendices that are attached and incorporated into this **Agreement** are as follows:

1. Appendix A, Program Description Chart, which sets forth the details of the programs to be funded in whole or in part by the **Cabinet** and managed by the **Board** under this **Agreement**, for the fiscal year; and
2. Appendix B, which contains the annual budget for **Cabinet** programs and Board support.

II. PROGRAMS AND SERVICES TO BE PROVIDED

- A. The programs, services, requirements, conditions and other activities of the **Board** as to its operations that will be funded by the **Cabinet** are set forth in the Appendices A and B. By accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and Procedures Manual for Local Management Boards ("Manual"), which is incorporated by reference into this **Agreement** in accordance with paragraph VIII (~~G~~) herein.
H
- B. The **Board** shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations ("COMAR"); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Executive Director for the Governor's Office for Children; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.
- C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement** (see Section V "MODIFICATIONS").

III. TERM

This **Agreement** shall be effective and remain in full force and effect for State fiscal year 2017 (July 1, 2016 – June 30, 2017) unless modified or terminated under Sections V. ("MODIFICATIONS") and VI. ("TERMINATION") herein, and unless renewed thereafter upon the mutual written agreement of the parties.

IV. FUNDING

- A. Amount: Funding for the programs and services to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total

amount will be determined by the **Governor's Office for Children** on behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Governor's Office for Children** on behalf of the **Cabinet**, and which is subject to annual **State** appropriations.

B. Conditions:

1. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.
2. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including Appendices A and B.
3. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.
4. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures tables for each funded program or strategy contained in Appendix A in accordance with the instructions established by the **Cabinet**.
5. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Clear Impact Scorecard (a.k.a. Results Scorecard™) web-based application for each funded program or strategy noted in Appendix A in accordance with the instructions established by the **Governor's Office for Children**.

C. Payments: Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.

D. Withholding and Repayment of Funds:

1. The **Cabinet** reserves the right to withhold the transfer of **Cabinet** funds to the **Board** if the **Board** fails to:
 - a) Comply with the terms and conditions of this **Agreement**, including any and all **Children's Cabinet reporting requirements**; and/or
 - b) Implement the programs and services listed in Appendix A in accordance with the terms and conditions of this **Agreement**.
2. Before any funds are withheld hereunder, the **Cabinet** shall notify the **Board** in writing of the provision(s) of the **Agreement** that the **Board** failed to follow. The **Board** shall have thirty (30) calendar days from

receipt of the **Cabinet** notice to develop a corrective plan acceptable to the **Cabinet**. This corrective plan shall specify the date by which deficiencies will be corrected. Failure by the **Board** to correct deficiencies shall result in withholding of funds hereunder by the **Cabinet**.

3. Any funds not expended during the fiscal year shall be returned to the Children's Cabinet Fund in accordance with Manual requirements or as directed by the Children's Cabinet.

V. MODIFICATIONS

No amendment or modification to this **Agreement** is binding unless it is in writing and signed by all parties, except as specifically provided in the Manual.

VI. TERMINATION

- A. This **Agreement** may be terminated by the **Cabinet**, upon sixty (60) calendar days written notice, if the **Board** fails to fulfill its obligations under the **Agreement** as determined by the **Cabinet** in its sole discretion, or if termination is determined by the **Cabinet** in its sole discretion to be in the best interest of the **Cabinet**. The **Subdivision** or the **Board** may terminate the **Agreement**, upon sixty (60) calendar days written notice, if that is determined to be in the best interest of the **Subdivision** or the **Board**. The **Cabinet** shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this **Agreement** and the **Board** Manual.
- B. If the **Cabinet** determines that the **Agreement**, or any portion thereof, must be terminated due to a lack of appropriations or other reductions to the **Cabinet** Fund, the provisions of the above paragraph A. do not apply. In such circumstances, the **Cabinet** will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.
- C. Termination of this **Agreement** does not relieve the **Subdivision** of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the establishment of a Local Management Board. Prior to termination of this **Agreement**, the **Subdivision** and the **Board** shall adopt and implement a transition plan, subject to approval by the **Cabinet**, to ensure the continuation of programs and services under this **Agreement** through a State or local entity. However, if the **Cabinet** terminates this **Agreement** due to a lack of appropriations or other reductions to the **Cabinet** Fund, then the **Subdivision** and the **Board** may be relieved of all obligations to continue the programs and services required under this **Agreement** if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

VII. REVIEW PROCESS

The **Board** may request a review of any decision made by or on behalf of the **Cabinet** with respect to this **Agreement**. The request must be made in writing to the Deputy Director of the Governor's Office for Children within thirty (30) calendar days of the decision. The Deputy Director for the Governor's Office for Children will respond, in writing, within sixty (60) calendar days of the date of the **Board** request. A request for review of the Deputy Director's response may be made, in writing, to the **Cabinet** or its designee within thirty (30) calendar days of the date of the Deputy Director's response.

VIII. GENERAL PROVISIONS AND CONDITIONS

- A. State Laws and Regulations: The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.
- B. Successors and Assigns: This **Agreement** shall bind the respective agents, successors and assigns of the parties.
- C. Nondiscrimination: The **Board** shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.
- D. Anti-Bribery: The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.
- E. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.
- F. The **State** shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this **Agreement**.
- G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this **Agreement**, the Maryland Department of Human Resources, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this **Agreement** for purposes of implementation of any such program. Similarly, if any services provided under this Agreement are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health and Mental Hygiene, as the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect

to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR 431.10, as amended.

- H. Incorporation by Reference: The provisions of the Manual effective as of July 1, 2016 and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

IN WITNESS WHEREOF, the **State** and **Subdivision** have executed this **Agreement**.

THE STATE OF MARYLAND

BY: _____

Executive Director for the Governor's Office for Children,
and Chair of the Children's Cabinet

DATE: _____, 2016

LOCAL MANAGEMENT BOARD

BY: L. Glaise Henry Gordy, Chair

Local Management Board of **Worcester County**

DATE: October 17, 2016

SUBDIVISION

BY: _____, (Local official)

Worcester County

DATE: _____

Approved as to Form and Legal Sufficiency

This _____ day of _____, 2016

By: _____

Worcester County Legal Counsel

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	FY17 Funding
Children are Successful in School Healthy Children	Bullying and Harassment Substance Use	Youth as One	Utilizes "Say It Straight" research-based education and training program that results in empowering communication skills and behaviors, increased self-awareness, self-efficacy, personal and social responsibility, positive relationships, and quality of Life. This program may assist with keeping youth connected to school and positive supports while working to reduce risky behaviors. Also includes Youth Mental Health First Aid which is a training that teaches community members how to help youth experiencing a mental health problem or crisis. Program also builds protective factors and reduces stigma related to behavioral health concerns.	'Say it Straight' targets youth ages 16-14 who are disconnected or at risk of becoming disconnected from educational and/or employment opportunities. Referrals will be given by therapists. Youth must be receiving mental health services to be in the 'Say it Straight' program. Youth Mental Health First Aid benefits all community members including teachers, faith based community members, parents, and professionals. Participants learn about trainings through marketing and literature.	How Much: <ul style="list-style-type: none"> Number of Youth Mental Health First Aid Participants Number of Say it Straight Sessions Number of Youth Mental Health First Aid Trainings held How Well: <ul style="list-style-type: none"> Percentage of participants that complete the SIS program as planned Percent of Youth Mental Health First Aid participants who become certified in Youth Mental Health First Aid Better Off: <ul style="list-style-type: none"> Percentage of Say it Straight participants reporting they are able to respect themselves and others by the end of program Percentage of Say It Straight participants reporting they are able to state their own decisions by the end of the program 	\$34,000
Communities are Safe for Children, Youth, and Families Healthy Children	Child Maltreatment Substance Use	Integrated Services for Child Maltreatment	Program provides a co-located, integrated approach to working with families receiving assistance from the child welfare system and also needing substance abuse treatment. Utilizes the following evidence based methods: Screening, Brief Intervention and Treatment (SBIRT), Motivational Interviewing, Cognitive Behavioral Therapy, Family Cognitive Behavioral Therapy, and Asset Building.	Children and families affected by child maltreatment	How Much: <ul style="list-style-type: none"> Number of families served Average number of contact hours with DSS per family, per month Average number of contact hours with peer support per family, per month How Well: <ul style="list-style-type: none"> Percentage of program staff trained in Family Cognitive Behavioral Therapy Percentage of staff attending Family Engagement Trainings including motivational interviewing Percentage of participants satisfied at 6 months from intake Better Off:	\$74,000

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	FY17 Funding
					<ul style="list-style-type: none"> Percentage of families without a recurrence of child maltreatment within the first 12 months of program Percentage of individuals reporting no substance use or decreased use within first 12 months of program Percentage of participants that remain in treatment for 90 days or more 	
<p>Youth have opportunities for Employment and Career Readiness</p> <p>Families are Safe and Economically Stable</p>	<p>Youth Employment</p> <p>Poverty and Homelessness</p>	System Navigation	A hybrid model utilizing both a single point of access and a no wrong door approach. Individuals may contact the agency by phone, walk-in, or receive referrals from another agency. System Navigators provide intense assistance to families identifying their strengths and needs through the utilization of Child Adolescent Needs and Strengths (CANS) assessment	<p>Disconnected and at risk of being disconnected youth</p> <p>Individuals and families who are living in poverty, homeless, or at risk of homelessness</p>	<p>How Much:</p> <ul style="list-style-type: none"> Number of families served by a navigator Average number of client contacts per family <p>How Well:</p> <ul style="list-style-type: none"> Average or median number of business days between referral and first person-to-person contact by navigator Percentage of families reporting they understood how to contact the suggested agencies/organizations <p>Better Off:</p> <ul style="list-style-type: none"> Percentage of families who report success in receiving need services or supports Percentage of families reporting an increase in their ability to advocate for the needs of their child(ren) after receiving Navigation Services 	\$110,876
<p>Youth have opportunities for Employment and Career Readiness</p> <p>Families are Safe and Economically Stable</p>	<p>Youth Employment</p> <p>Poverty and Homelessness</p>	Community Service Center	Center provides a walk-in single point of access facility serving as a consumer portal for integrated and coordinated healthcare. Community Service Center communicates with other community supports to provide resources to individuals or families in need. Community Service Center includes on-site mental health services, navigation services, middle school aged youth groups, support	<p>Disconnected and at risk of being disconnected youth</p> <p>Individuals and families who are living in poverty, homeless, or at risk of homelessness</p>	<p>How Much:</p> <ul style="list-style-type: none"> Number of individuals served through single Point of Access/No Wrong Door Number of callers/walk-ins given referrals to community resources <p>How Well:</p> <ul style="list-style-type: none"> Percentage of individuals reporting improvement in resources available in their community 	\$112,956

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	FY17 Funding
			groups, life skills workshops, parenting education, and English as a Second Language (ESOL).		<ul style="list-style-type: none"> Percentage of contacts resulting in successful linkage Better Off: <ul style="list-style-type: none"> Percentage of callers reporting that the referral was able to provide requested information or services 	
Communities are safe for children, youth, and families	Child Maltreatment	The CRICKET Center	"Children's Resource Intervention Center-Kids Empowerment Team" Child Advocacy Center, accredited by the National Children's Alliance (NCA). A non-profit organization which provides a friendly, safe, and supportive environment for abused and neglected children. A team approach is used to coordinate investigations and interventions for each case, expediting the child's time in the legal system. Family Advocate supports a child and family throughout the case providing education, support, and follow up. Services are available to families free of charge.	Children and families affected by child maltreatment	How Much: <ul style="list-style-type: none"> Number of children interviewed Number of support visits by Family Advocate to home/school Average number of contacts with non-offending family members (per family) How Well: <ul style="list-style-type: none"> Percent of children who participate in trauma and/or group therapeutic services Percent of families who receive ongoing services coordinated by Family Advocate through deposition Percentage of non-offending caregivers who report in Satisfaction Survey that ongoing needs were met Better Off: <ul style="list-style-type: none"> Percentage of children remaining in home or placed with non-offending family members (not placed into Foster Care) during involvement with the Center Percent of non-offending caregivers who enroll in a support group and attend a certain number of sessions Percent of children who attend therapy as prescribed, as applicable 	\$30,000

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	FY17 Funding
Communities are Safe for Children, Youth, and Families	Child Maltreatment	Comprehensive Parenting	Parent education program utilizes several evidence based and effective programs including Nurturing Families, Nurturing Fathers, Guiding Good Choices, and Parenting Wisely. Classes are held in convenient locations for the participant. Courses are held at the Homeless shelters, in the jail, at libraries other public places. Instructors will host classes where there is a need.	Parents may be court ordered to participate in parenting classes. Others may be referred by various agencies. Parents targeted have been affected by child maltreatment, mental health issues, and/or incarceration.	<p>How Much:</p> <ul style="list-style-type: none"> Number of parents that participate in Comprehensive Parenting Program Number of Comprehensive Parenting courses completed <p>How Well:</p> <ul style="list-style-type: none"> Percentage of participants who complete the Comprehensive parenting program Percentage of parents reporting they have a better understanding of skills and attitudes involved in being a nurturing parent <p>Better Off:</p> <ul style="list-style-type: none"> Percent of Nurturing Families participants who increase score on Adult Adolescent Parenting Inventory, measured by pre- and post- test Percentage of individuals who have completed the evidence based parenting program that show overall improvement on pre-/post test Percentage of at risk families remaining together after 6 months of the program 	\$52,000
		Board Support			<p>What/How Much We Do:</p> <ul style="list-style-type: none"> # of initiatives for which Board convenes the initial interagency or community group. # of initiatives in which the Board is an active participant. <p>How Well We Do It:</p> <ul style="list-style-type: none"> #/% of the Board's total revenue that is obtained from non-Children's Cabinet-awarded sources (county funds, foundations, federal grants, etc.) to fund administrative costs and/or 	\$124,115

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	FY17 Funding
					<p>programs/strategies.</p> <ul style="list-style-type: none"> • #/% of all Board staff that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer. <p>Is Anyone Better Off?</p> <ul style="list-style-type: none"> • #/% of new and ongoing programs/strategies that meet or exceed performance measure targets (no less than 80% of all performance measures per program/strategy are met or exceeded) that are heading in the right direction or turning the curve. 	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT ADMINISTRATIVE BUDGET AND REVENUE PROJECTIONS

Fiscal Year 2017

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement		
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total
Budget for Local Management Board Support			
Salaries	77,473.00	16,739.00	\$94,212
Fringe Costs	26,367.00	4,742.00	\$31,109
Communications	800.00		\$800
Postage	300.00		\$300
Business Travel	1,500.00		\$1,500
Training			\$0
Conferences/Conventions	1,000.00		\$1,000
Utilities		12,000.00	\$12,000
Advertising			\$0
Accounting/Auditing			\$0
Legal			\$0
Consultant (other than Legal & Accounting/Auditing)	3,150.00		\$3,150
Supplies	692.00		\$692
Equipment	500.00		\$500
Insurance			\$0
Rent/Mortgage			\$0
Printing/Duplication	750.00		\$750
Professional Dues/Publications/Subscriptions			\$0
Information Systems Repair/Maintenance			\$0
Vehicle Operating (other than Insurance)			\$0
Indirect	11,283.00		\$11,283
Board Member Stipend	300.00		\$300
			\$0
			\$0
TOTAL Budget for Board Support	\$124,115	\$33,481	\$157,596
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin):			
County/City Direct		12,000.00	
County/City In-Kind		0.00	
Approved Use of Earned Reinvestment		0.00	
Fee for Service		0.00	
Other Federal (Submit Detail)		0.00	
Other (Submit Detail) State General Funds supporting salaries and fringe of the Director		21,481.00	
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$33,481	
CPA/Children's Cabinet FUNDING REQUEST	\$124,115		
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$157,596

16

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2017

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement		
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total
Program/Strategy: Youth as One			
Salaries	16,654.00	4,915.00	\$21,569
Fringe Costs	12,832.00	2,457.00	\$15,289
Communications	0.00	0.00	\$0
Postage	0.00	0.00	\$0
Business Travel	600.00	150.00	\$750
Training	0.00	0.00	\$0
Conferences/Conventions	0.00	0.00	\$0
Utilities	0.00	0.00	\$0
Advertising	0.00	0.00	\$0
Accounting/Auditing	0.00	0.00	\$0
Legal	0.00	0.00	\$0
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	\$0
Supplies	423.00	206.00	\$629
Equipment	0.00	0.00	\$0
Insurance	0.00	0.00	\$0
Rent/Mortgage	400.00	0.00	\$400
Printing/Duplication	0.00	0.00	\$0
Professional Dues/Publications/Subscriptions	0.00	0.00	\$0
Information System Repair/Maintenance	0.00	0.00	\$0
Vehicle Operating (other than Insurance)	0.00	0.00	\$0
Indirect Costs	3,091.00	772.00	\$3,863
		0.00	\$0
	0.00	0.00	\$0
	0.00	0.00	\$0
TOTAL budget for Youth as One	\$34,000	\$8,500	\$42,500
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:			
County/City Direct		0.00	
County/City In-Kind		0.00	
Approved Use of Earned Reinvestment		0.00	
Fee for Service		8,500.00	
Other Federal (Submit Detail)		0.00	
Other (Submit Detail)		0.00	
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$8,500	
CPA/Children's Cabinet FUNDING REQUEST	\$34,000		
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$42,500

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2017

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement		
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total
Program/Strategy: Comprehensive Parenting Program Initiative			
Salaries	27,018.00	0.00	\$27,018
Fringe Costs	17,937.00		\$17,937
Communications	300.00		\$300
Postage			\$0
Business Travel	500.00		\$500
Training			\$0
Conferences/Conventions			\$0
Utilities			\$0
Advertising			\$0
Accounting/Auditing			\$0
Legal			\$0
Consultant (other than Legal & Accounting/Auditing)			\$0
Supplies	500.00		\$500
Equipment			\$0
Insurance			\$0
Rent/Mortgage			\$0
Printing/Duplication	1,018.00		\$1,018
Professional Dues/Publications/Subscriptions			\$0
Information System Repair/Maintenance			\$0
Vehicle Operating (other than Insurance)			\$0
Indirect Costs	4,727.00		\$4,727
			\$0
			\$0
TOTAL budget for Comprehensive Parenting Program Initiative	\$52,000	\$0	\$52,000
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:			
County/City Direct			
County/City In-Kind			
Approved Use of Earned Reinvestment			
Fee for Service		0.00	
Other Federal (Submit Detail)			
Other (Submit Detail)			
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	
CPA/Children's Cabinet FUNDING REQUEST	\$52,000		
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$52,000

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2017

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement		
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total
Program/Strategy: Cricket Center Family Advocate:			
Salaries	12,917.00	14,599.00	\$27,516
Fringe Costs	3,434.00	5,401.00	\$8,835
Communications	4,800.00		\$4,800
Postage	1,800.00		\$1,800
Business Travel			
Training		29,500.00	\$29,500
Conferences/Conventions			\$0
Utilities			\$0
Advertising			\$0
Accounting/Auditing			\$0
Legal			\$0
Consultant (other than Legal & Accounting/Auditing)			\$0
Supplies	3,749.00		\$3,749
Equipment			\$0
Insurance			\$0
Rent/Mortgage		24,650.00	\$24,650
Printing/Duplication	800.00		\$800
Professional Dues/Publications/Subscriptions			\$0
Information System Repair/Maintenance			\$0
Vehicle Operating (other than Insurance)			\$0
Photocopying	2,500.00		\$2,500
			\$0
			\$0
TOTAL budget for Cricket Center Family Advocate	\$30,000	\$74,150	\$104,150
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:			
County/City Direct		20,000.00	
County/City In-Kind		24,650.00	
Approved Use of Earned Reinvestment			
Fee for Service			
Other Federal (Submit Detail)			
Other (Submit Detail) GOCCP grant supports family advocate training.		29,500.00	
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$74,150	
CPA/Children's Cabinet FUNDING REQUEST	\$30,000		
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$104,150

Appendix B (Revised July 2016)

20

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2017

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement		
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total
Program/Strategy: Integrated Services			
Salaries	23,320.00		\$23,320
Fringe Costs	17,167.00		\$17,167
Communications	1,200.00		\$1,200
Postage			\$0
Business Travel	300.00		\$300
Training	25,000.00		\$25,000
Conferences/Conventions			\$0
Utilities			\$0
Advertising			\$0
Accounting/Auditing			\$0
Legal			\$0
Consultant (other than Legal & Accounting/Auditing)			\$0
Supplies	286.00		\$286
Equipment			\$0
Insurance			\$0
Rent/Mortgage			\$0
Printing/Duplication			\$0
Professional Dues/Publications/Subscriptions			\$0
Information System Repair/Maintenance			\$0
Vehicle Operating (other than Insurance)			\$0
Indirect Costs	6,727.00		\$6,727
			\$0
			\$0
TOTAL budget for Integrated Services	\$74,000	\$0	\$74,000
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:			
County/City Direct			
County/City In-Kind			
Approved Use of Earned Reinvestment			
Fee for Service			
Other Federal (Submit Detail)			
Other (Submit Detail)			
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	
CPA/Children's Cabinet FUNDING REQUEST	\$74,000		
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$74,000

Appendix B (Revised July 2016)

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2017

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement		
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total
Program/Strategy: Local Access Mechanism			
Salaries	75,332.00		\$75,332
Fringe Costs	22,544.00		\$22,544
Communications			\$0
Postage			\$0
Business Travel			\$0
Training			\$0
Conferences/Conventions			\$0
Utilities			\$0
Advertising			\$0
Accounting/Auditing			\$0
Legal			\$0
Consultant (other than Legal & Accounting/Auditing)			\$0
Supplies	1,680.00		\$1,680
Equipment			\$0
Insurance			\$0
Rent/Mortgage			\$0
Printing/Duplication			\$0
Professional Dues/Publications/Subscriptions			\$0
Information System Repair/Maintenance			\$0
Vehicle Operating (other than insurance)	1,932.00		\$1,932
Rent/Mortgage	2,520.00		\$2,520
Vehicle Insurance	4,748.00		\$4,748
Equipment Lease	2,120.00		\$2,120
TOTAL budget for Local Access Mechanism	\$110,876	\$0	\$110,876
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:			
County/City Direct			
County/City In-Kind			
Approved Use of Earned Reinvestment			
Fee for Service			
Other Federal (Submit Detail)			
Other (Submit Detail)			
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	
CPA/Children's Cabinet FUNDING REQUEST	\$110,876		\$110,876
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$110,876

Appendix B (Revised July 2016)

22

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2017

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement		
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations	Total
Program/Strategy: Community Service Center:			
Salaries	46,972.00		\$46,972
Fringe Costs	14,072.00		\$14,072
Communications	3,060.00		\$3,060
Postage			\$0
Business Travel			\$0
Training			\$0
Conferences/Conventions			\$0
Utilities			\$0
Advertising			\$0
Accounting/Auditing			\$0
Legal			\$0
Consultant (other than Legal & Accounting/Auditing)			\$0
Supplies			\$0
Equipment			\$0
Insurance			\$0
Rent/Mortgage	38,940.00		\$38,940
Printing/Duplication			\$0
Professional Dues/Publications/Subscriptions			\$0
Information System Repair/Maintenance			\$0
Vehicle Operating (other than Insurance)			\$0
Computer Use	1,056.00		\$1,056
Facilities Expenses	8,856.00		\$8,856
			\$0
TOTAL budget for Community Service Center	\$112,956	\$0	\$112,956
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:			
County/City Direct			
County/City In-Kind			
Approved Use of Earned Reinvestment			
Fee for Service			
Other Federal (Submit Detail)			
Other (Submit Detail)			
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	
CPA/Children's Cabinet FUNDING REQUEST	\$112,956		
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA			\$112,956

Appendix D (Revised July 2016)

23

APPENDIX A - Fiscal Year 2017

A. GENERAL INFORMATION			
Local Management Board: Worcester County Initiative to Preserve Families			
Street Address: 6040 Public Landing Rd, P.O. Box 249			
City: Snow Hill, Md		Zip: 21863	
Point of Contact: Jessica Sexauer		Phone: 410 632-3648	Fax: 410 632-2869
Federal Taxpayer ID: 01-0916667			

B. TYPE OF AWARD			
New <input checked="" type="checkbox"/>	Modification <input type="checkbox"/>	Supplemental <input type="checkbox"/>	Reduction <input type="checkbox"/>

C. AFFIRMATION	
<p>The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the best of its knowledge.</p>	
<p><i>L. Glaise Henry-Gardner</i> _____ Local Management Board Chair</p>	<p><i>10/17/16</i> _____ Date</p>
<p><i>Jess Sexauer</i> _____ Local Management Board Point of Contact</p>	<p><i>10/17/16</i> _____ Date</p>
<p>_____ State Official</p>	<p>_____ Date</p>

D. TERMS and CONDITIONS (for Governor's Office for Children use only)	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Attached Pages <u>5</u> (Enter Number of Pages)



3

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

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

October 25, 2016

To: Worcester County Commissioners
Harold Higgins, Chief Administrative Officer

From: Kim Reynolds, Budget Accountant *Kim Reynolds*

Subject: Emergency Solutions Grant Agreement FFY16/SFY17

Attached please find a copy of the Emergency Solutions Grant Agreement for your review.

Worcester County has been awarded a total of \$110,985 by the Department of Housing and Community Development (DHCD) which provides funds to prevent homelessness and to help improve the quality of existing emergency and transitional shelters for homeless. This funding will be used to support homeless assistance administered by the following service providers (sub-recipients).

Service Provider
Diakonia, Inc.
Samaritan Shelter

ESG Funding Award
\$82,834 _____
\$28,151 _____

Page
21
29



Maryland Department of Housing and Community Development

LARRY HOGAN
Governor

BOYD K. RUTHERFORD
Lt. Governor

KENNETH C. HOLT
Secretary

October 11, 2016

The Honorable Madison J. Bunting, Jr.
President, Board of County Commissioners
Worcester County Government
1 W Market St, Rm 1103
Snow Hill, MD 21863

Dear President Bunting:

Enclosed is the FFY 2016 / SFY 2017 Grant Agreement for the Emergency Solutions Grants Program (ESG), administered by the Maryland Department of Housing and Community Development (DHCD). Worcester County Government has been awarded \$110,985.00 by DHCD. This funding will support homeless assistance administered by the following service providers:

<u>Service Providers</u>	<u>ESG Funding</u>
Diakonia, Inc.	\$ 82,834.00
Samaritan Ministires	\$ 28,151.00

Please sign, date and return the attached agreement within 30 days, including subrecipient agreements for each service provider. If you have any questions about the grant agreement or other aspects of the program, please contact me at (301) 429-7548 or via email at stephen.holt@maryland.gov.

Sincerely,

Steve Holt, Project Manager
Office of Community Programs

Enclosures:

- Grant Agreement
- Exhibit A, Project Description
- Exhibit C, Disbursement Form(s)



Exhibit A - FFY 16
 Grantee: Worcester County

Total ESG Award: \$110,985.00
 ESG State Award: \$67,865.00
 ESG Federal Award: \$43,120.00

	Diakonia, Inc.	Samaritan Ministries, Inc.	Total Per Activity
Street Outreach			
Federal			\$0.00
State			\$0.00
	\$0.00	\$0.00	\$0.00
Emergency Shelter			
Federal	\$12,519.00	\$10,937.00	\$23,456.00
State	\$19,704.00	\$17,214.00	\$36,918.00
	\$32,223.00	\$28,151.00	\$60,374.00
Homelessness Prevention			
Federal	\$3,665.00		\$3,665.00
State	\$5,769.00		\$5,769.00
	\$9,434.00	\$0.00	\$9,434.00
Rapid Re-Housing			
Federal	\$15,610.00		\$15,610.00
State	\$24,567.00		\$24,567.00
	\$40,177.00	\$0.00	\$40,177.00
HMIS			
Federal	\$389.00		\$389.00
State	\$611.00		\$611.00
	\$1,000.00	\$0.00	\$1,000.00
Administrative			
Federal			\$0.00
State			\$0.00
	\$0.00	\$0.00	\$0.00
Total Federal Award	\$32,183.00	\$10,937.00	\$43,120.00
Total State Award	\$50,651.00	\$17,214.00	\$67,865.00
Total Per Provider	\$82,834.00	\$28,151.00	\$110,985.00
			Grand Totals

EXHIBIT C

Federal Fiscal Year 2016 / State Fiscal Year 2017 Emergency Solutions Grant

Grantee: Worcester County
 Provider: Diakonia, Inc.

Grantee Federal ID:

	Street Outreach	Emergency Shelter	Homelessness Prevention	Rapid Re-Housing	HMIS	Admin	Total
Original Award:	\$0.00	\$32,223.00	\$9,434.00	\$40,177.00	\$1,000.00	\$0.00	\$82,834.00
Request 1 (Oct - Dec. 2016) <i>Submit by: January 17, 2017</i>							\$0.00
Request 2 (Jan. - Mar. 2017) <i>Submit by: April 17, 2017</i>							\$0.00
Request 3 (April - June 2017) <i>Submit by: July 17, 2017</i>							\$0.00
Request 4 (July - Sept. 2017) <i>Submit by: October 16, 2017</i>							\$0.00
Request 5 (Oct. - Dec. 2017) <i>Submit by: January 16, 2018</i>							\$0.00
Request 6 (Jan. - Mar. 2018) <i>Submit by: April 16, 2018</i>							\$0.00
Remaining:	\$0.00	\$32,223.00	\$9,434.00	\$40,177.00	\$1,000.00	\$0.00	\$82,834.00

Total Award: \$82,834.00

Total Remaining: \$82,834.00

Matching Funds:

Source

Amount

Total: \$0.00 (should meet / exceed 50% of request)

REQUEST FOR DISBURSEMENT CERTIFICATIONS

I certify:

1. That the representations, certifications, and other materials contained in the Application, Certifications and Grant Agreement are and remain true and complete as of the date of this request;
2. That this request for disbursement is for eligible project/activity costs authorized under the Emergency Solutions Grant Program; and
3. That valid supporting invoices and other documentation are attached to this request, including evidence of Grantee's Matching Funds.
4. That financial and programmatic records in connection with the Grant are maintained on site and are available for inspection by DHCD.

Date

Signature of Grantee's Designated ESG Contact

Name of Contact

Title of Contact

Address

Phone

E-mail

DHCD USE ONLY

Amount Authorized for Funding: \$ _____

ESG DIRECTOR/ASSISTANT APPROVAL

DATE

EXHIBIT C

Federal Fiscal Year 2016 / State Fiscal Year 2017 Emergency Solutions Grant

Grantee: Worcester County Grantee Federal ID:
 Provider: Samaritan Ministries, Inc.

	Street Outreach	Emergency Shelter	Homelessness Prevention	Rapid Re-Housing	HMIS	Admin	Total
Original Award:	\$0.00	\$28,151.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,151.00
Request 1 (Oct - Dec. 2016) <i>Submit by: January 17, 2017</i>							\$0.00
Request 2 (Jan. - Mar. 2017) <i>Submit by: April 17, 2017</i>							\$0.00
Request 3 (April - June 2017) <i>Submit by: July 17, 2017</i>							\$0.00
Request 4 (July - Sept. 2017) <i>Submit by: October 16, 2017</i>							\$0.00
Request 5 (Oct. - Dec. 2017) <i>Submit by: January 16, 2018</i>							\$0.00
Request 6 (Jan. - Mar. 2018) <i>Submit by: April 16, 2018</i>							\$0.00
Remaining:	\$0.00	\$28,151.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,151.00

Total Award: \$28,151.00 Total Remaining: \$28,151.00

Matching Funds:

Source	Amount
Total:	<u>\$0.00</u> (should meet / exceed 50% of request)

EXHIBIT C

REQUEST FOR DISBURSEMENT CERTIFICATIONS

I certify:

1. That the representations, certifications, and other materials contained in the Application, Certifications and Grant Agreement are and remain true and complete as of the date of this request;
2. That this request for disbursement is for eligible project/activity costs authorized under the Emergency Solutions Grant Program; and
3. That valid supporting invoices and other documentation are attached to this request, including evidence of Grantee's Matching Funds.
4. That financial and programmatic records in connection with the Grant are maintained on site and are available for inspection by DHCD.

Date

Signature of Grantee's Designated ESG Contact

Name of Contact

Title of Contact

Address

Phone

E-mail

DHCD USE ONLY

Amount Authorized for Funding: \$ _____

ESG DIRECTOR/ASSISTANT APPROVAL

DATE

EMERGENCY SOLUTIONS GRANTS PROGRAM AGREEMENT

THIS EMERGENCY SOLUTIONS GRANTS PROGRAM AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (as defined in Section 15 hereof) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal division of the government of the State of Maryland (the "**Department**") and Worcester County Government, a body politic and corporate of the State of Maryland (F.I.D. 52 - 6001964) (the "**Grantee**").

RECITALS

WHEREAS, the Emergency Solutions Grants program ("**ESG**"), formerly known as the Emergency Shelter Grants program, was established under the Homeless Housing Act of 1986, as part of the United States Department of Housing and Urban Development ("**HUD**") Independent Agencies Appropriations Act, 1987, enacted as Public Law 99-591, and was modified and amended by (i) Public Law 100-77, the Stewart B. McKinney Homeless Assistance Act, (ii) Public Law 100-628, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, (iii) the Housing and Community Development Act of 1992, and (iv) the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("**HEARTH Act**") (hereinafter referred to collectively as the "**Act**");

WHEREAS, the Department receives federal funding from HUD for distribution by the Department to units of general local governments within the State of Maryland (the "**Local Governments**"). The Local Governments are authorized to use the funds primarily for costs directly related to homeless prevention, rapid re-housing, street outreach, maintenance, staffing, administration, and operation of homeless shelters and post-shelter transitional units, including costs for case management and client services, and assistance to sheltered persons to facilitate their transition to permanent housing and independent living (the "**Program**"). The funds must be used in accordance with the provisions of the Act and the HUD regulations set forth in 24 CFR Part 576, as amended from time to time (the "**Regulations**");

In response to the increasing need to support and expand homeless services, the State of Maryland is providing operating funds to supplement the federal ESG program funding. The State Fiscal Year 2017 funds eligible grantees are defined as General Units of Local Governments within the State of Maryland in non-entitlement areas, with the exception of services to unaccompanied homeless youth. General Units of Local Governments in both Entitlement and non-Entitlement Areas that provide services for unaccompanied homeless youth are eligible.

WHEREAS, the Local Governments may distribute all or any portion of such funding to Maryland nonprofit organizations providing services to homeless persons (the "**Nonprofit Recipients**");

WHEREAS, the Department may also distribute such funding directly to Maryland nonprofit organizations providing services to homeless persons (the "**Nonprofit Organizations**");

WHEREAS, Grantee submitted an application to the Department for Fiscal Year 2017 funding under the Program (the "**Application**"), and the Application describes certain activities which are eligible for funding under the Program;

WHEREAS, in reliance upon the statements, representations and certifications contained in the Application, the Department has approved a grant award to Grantee; and

WHEREAS, the provisions of the Act, the Regulations, and the Department's ESG Program Guide, as amended from time to time (the "**Guide**"), are hereby incorporated into this Agreement.

AGREEMENTS

IN CONSIDERATION of the Recitals (which are incorporated herein by reference) and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

- 1) Grant; Grant Period; Department's Program Coordinator.
 - a) The Department shall provide Grantee grant funds in an amount not to exceed **One Hundred Ten Thousand Nine Hundred Eighty-Five and 00/100 Dollars (\$110,985.00)** (the "**ESG Grant**"). Disbursement of the ESG Grant is subject to the availability and receipt of grant funds from HUD and the Department.
 - b) Grantee shall use the ESG Grant to carry out the approved activities described in the attached **Exhibit A** (the "**Local Project**"). Grantee certifies its activities are eligible activities as set forth in the Regulations. See 24 CFR 576.100 for a complete list of eligible activities.
 - c) The Grant period shall commence on October 1, 2016 and terminate on March 31, 2018 (the "**Grant Period**").
 - d) The Department designates the Project Manager to serve as the Department's program coordinator for this Agreement (the "**Project Manager**").
- 2) Grantee Matching Funds. Grantee hereby agrees to allocate and provide matching funds ("**Grantee's Matching Funds**") for the Local Project in an amount at least equal to 50% of the ESG Grant, pursuant to Section 8(f) of this Agreement.

3) Obligation and Expenditure of the ESG Grant.

- a) Grantee shall obligate the ESG Grant on or before 120 days following the commencement of the Grant Period.
 - i) Within the time frame set forth in Section 3(a) above, Grantee may obligate all or a portion of the ESG Grant to one or more Nonprofit Recipients that will perform the approved activities set forth in Exhibit A.
 - ii) For the purposes of this Section, the terms "obligate" and "expend" shall have the meaning set forth in the Regulations.
- b) All expenses related to approved activities which will be paid for with the proceeds of the ESG Grant or Grantee's Matching Funds must be incurred within 18 months following the commencement of the Grant Period.
- c) Any ESG Grant funds that have not been obligated in accordance with Section 3(a) of this Agreement or have not been expended in accordance with Section 3(b) of this Agreement shall be returned to the Department, and Grantee shall have no further rights with respect to such funds. The Department shall have the rights and remedies with respect to unobligated and unexpended funds as provided by Section 9 of this Agreement and the Regulations.

4) Applicability to Nonprofit Recipients.

- a) Where Grantee is a Local Government and the approved grant activity is to be performed by a Nonprofit Recipient, the provisions of this Agreement, the Act, and the Regulations shall be binding on such Nonprofit Recipient. This shall be accomplished by written agreement between Grantee and the Nonprofit Recipient that includes the provisions set forth in the attached Exhibit H (the "Subrecipient Agreement"). Where the term "Grantee" appears in this Agreement it shall be interpreted to include any Nonprofit Recipient. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, and the Regulations.
- b) If a Nonprofit Recipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the ESG Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the ESG Grant, in accordance with the principles set forth in 24 CFR §§ 576.406 and 5.109.

5) Disbursement.

- a) The ESG Grant may be disbursed to Grantee as reimbursement for expenditures by Grantee for the approved activities upon receipt by the Department of a completed

request for disbursement in the form attached as **Exhibit C**. A request for disbursement shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses. A request for disbursement must be based on the actual expenses incurred by Grantee for approved grant activities and Grantee's actual cash disbursement for approved grant activities. **All requests for disbursement must be submitted to the Department on a quarterly basis.**

- b) The Department reserves the right not to disburse any ESG Grant funds if, in the Department's discretion:
 - i) Grantee has failed to supply a material fact in a request for disbursement;
 - ii) Grantee has failed to document or provide the requisite Grantee's Matching Funds or any portion thereof;
 - iii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the ESG Grant;
 - iv) Grantee has used any portion of the ESG Grant for uses or activities other than the Local Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, and the Regulations; or
 - v) Grantee is in default under any other term or condition contained in this Agreement.

6) Records; HMIS Reporting Requirements; Inspections.

- a) General Requirements of Records. Grantee shall maintain accurate financial records in a form acceptable to the Department of all transactions relating to the receipt and expenditure of the ESG Grant and Grantee's Matching Funds for the Local Project. Grantee shall provide the Program Coordinator with copies of any audits performed on Grantee's records by other entities. Grantee shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Local Project available to the Department upon request.
- b) Homeless Management Information Systems Reporting Requirements
 - i) Grantee is required to report Program progress and all activity that is assisted through the ESG Grant to a Homeless Management Information System ("HMIS") maintained and operated by the applicable continuum of care in Grantee's jurisdiction, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.
 - ii) If Grantee or the Nonprofit Recipient is a victim service provider or a legal services provider, it may use a comparable database instead of HMIS that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports

based on the data. Information entered into a comparable database other than HMIS must not be entered directly into or provided to an HMIS.

- c) Inspection. All financial and programmatic records of the Grantee with respect to the ESG Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Local Project at any time during the term of this Agreement.

7) General Covenants.

- a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by HUD, the Department and the State of Maryland with respect to the use of ESG Grant funds, including the making of a certification prohibiting the use of federal funds for lobbying in the form attached as **Exhibit F.**
- b) Grantee shall commence and diligently pursue completion of the Local Project in accordance with the schedule set forth in the Application which shall not exceed 18 months from the commencement of the Grant Period, unless otherwise agreed to in writing by the Department.
- c) Grantee must notify and obtain written approval of the Program Coordinator for any substantial change in the approved Local Project.
- d) Grantee shall establish a formal process, satisfactory to the Department, to address the termination of any assistance provided by the Local Project to an individual or family.
- e) Grantee shall establish a plan, satisfactory to the Department, to involve individuals and families who are occupants of a facility that is the subject of the Local Project, to the maximum extent practicable, in constructing, renovating, maintaining and operating the Local Project, including providing services to other occupants of the facility.

8) Grantee's Certifications. Grantee certifies to the Department that:

- a) If Grantee is a Local Government, a resolution or ordinance as may be required by local law has been introduced and adopted, passed or enacted as an official act of Grantee's governing body, authorizing the execution and delivery of this Agreement by Grantee, and authorizing and directing the person executing this Agreement to do so for and on behalf of Grantee;
- b) If Grantee is not a Local Government, this Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c) No person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee and who exercises or has exercised any functions or responsibilities with

respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- d) The representations, statements, certifications and other matters contained in the Application are and remain true and complete in all material respects;
- e) Grantee has or shall comply with all special conditions set forth in the attached **Exhibit E**;
- f) Grantee has provided Matching Funds of 50% of the ESG Grant to the Department's satisfaction.
- g) All federal, State and local government approvals, permits and reviews which may be required to begin and complete the Local Project have been obtained or Grantee has reasonable assurances that they will be obtained;
- h) Grantee certifies that all of the ESG Grant funds will be used for eligible Program activities as defined in § 576.100 of the Regulations;
- i) If Grantee is a Local Government, any portion of the ESG Grant which Grantee has given to a Nonprofit Recipient is being used and will continue to be used for eligible activities as set forth in Section 576.100 of the Regulations.
- j) Grantee will comply, and will ensure compliance by a Nonprofit Recipient to which it distributes any portion of the ESG Grant, with all of the requirements under 24 CFR 91 and 576, including but not limited to the following:
 - i) 24 CFR 576.102 concerning building standards and the continued use of buildings for which emergency shelter grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
 - ii) 24 CFR 576.407, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity, and requiring affirmative outreach.
 - iii) 24 CFR 576.408 concerning minimizing the displacement of persons as a result of a project assisted with these funds, prohibiting temporary relocation, and relocation assistance for displaced persons.
 - iv) 24 CFR 576.102(b) concerning involuntary family separation.
 - v) 24 CFR 576.400(d) concerning centralized or coordinated assessment.

- vi) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and HUD's implementing regulations at 2 CFR part 2429, insofar as applicable to the Grantee and the Nonprofit Recipients.
 - vii) The requirements of 24 CFR 576.500 that grantees develop and implement written procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
 - viii) 24 CFR 576.405(c) concerning the involvement, to the maximum extent practicable, of homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.
 - ix) 24 CFR 576.407(d) concerning compliance with the provisions, regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.
- k) Grantee, and any Nonprofit Recipient to which it distributes any portion of the ESG Grant, will not carry out the following activities:
- i) Funding of renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district; immediately adjacent to a property listed on the National Register, or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer.
 - ii) Funding of any renovation, major rehabilitation, or conversion of any building in a 100 year flood plain designated by map by the Federal Emergency Management Agency.
 - iii) Funding of any renovation, major rehabilitation, or conversion of any building which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Services, or affecting the critical habitat of such a species.
 - iv) Any activity that is inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan.

9) Default, Repayment and Remedies.

- a) A default under this Agreement shall occur if:

- i) Grantee fails to obligate and expend the ESG Grant funds within the time frames set forth in Section 3 of this Agreement;
 - ii) There is any use of the ESG Grant by Grantee, or any Nonprofit Recipient, for any purpose other than authorized by the Act, the Regulations, any documents promulgated under the Regulations, this Agreement, and as specifically described in the Local Project description attached as Exhibit A;
 - iii) Grantee has not provided Grantee's Matching Funds in an amount at least 50% of the amount of ESG Grant; or
 - iv) There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application.
- b) Upon the occurrence of any default, the Department shall have the right to terminate this Agreement by notice to Grantee, subject to the provisions of Section 9(c) of this Agreement. Pursuant to Section 5(b) of this Agreement, upon default the Department may withhold the disbursement of any ESG Grant funds. If a default described in Section 9(a) (i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any ESG Grant funds not obligated or expended within the time frames set forth in Section 3 of this Agreement.
- c) Except in the case of a default under Section 9(a)(i) of this Agreement, Grantee shall have 30 days from the date the Department's notice was postmarked to cure the default, unless HUD requests the repayment of any ESG Grant funds, in which case Grantee shall immediately return the ESG Grant funds to the Department. If HUD has not requested repayment and, after the conclusion of the 30 day period Grantee has not cured the default to the satisfaction of the Department, the Department may terminate this Agreement.
- d) In the event of termination of the Agreement:
- i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the ESG Grant funds not disbursed; and
 - ii) The Department may demand the immediate repayment of all or a portion of the ESG Grant which has been disbursed.
- e) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
- f) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to

exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.

- 10) Indemnification. To the extent permitted by the laws of the State of Maryland, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “**LGTC**”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department’s negligence or willful misconduct or the negligence or willful misconduct of Department’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement.
- 11) Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:
 - a) Communications to the Department shall be mailed to: ESG Program Manager, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Rd, Lanham, MD 20706.
 - b) Communications to Grantee shall be mailed to the person designated by Grantee whose name and address are provided on Grantee’s contact information form attached hereto as Exhibit G.
- 12) Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
- 13) Assignment. This Agreement may not be assigned without the prior written approval of The Department.
- 14) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.
- 15) Term of Agreement. Unless sooner terminated pursuant to Section 9 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the “**Effective Date**”) until the proceeds of the ESG Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the ESG Grant.

WITNESS the hands and seals of the parties.

WITNESS/ATTEST:

GRANTEE: Worcester County Government

Signature

By: _____
Name: Madison J. Bunting, Jr.
Title: President

Approved for form and legal sufficiency by:

County Attorney

DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT, a
principal department of the State of Maryland

Witness Signature

By: _____
Kenneth C. Holt
Secretary

Date Executed on behalf of Department

Approved for form and legal sufficiency
by Assistant Attorney General

Attachments

- Exhibit A - Local Project Description
- Exhibit B - N/A
- Exhibit C - Request for Disbursement
- Exhibit D - N/A
- Exhibit E - Special Conditions
- Exhibit F - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit G - Grantee's Contact Information
- Exhibit H - Subrecipient Agreement
- Exhibit I - Nonprofit Recipient Certifications



**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2017
SPECIAL CONDITIONS**

Grantee's Emergency Solution Grants Program grant has been approved with the following conditions [if none, so state]: **NONE**



**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2017
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients [Nonprofit Organizations or Nonprofit Organizations]** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By: _____
Signature of Grantee’s Authorized and Designated ESG Contact

Date



EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2017
GRANTEE CONTACT INFORMATION (LOCAL GOVERNMENT)

Name of Grantee: Worcester County Government

Contact: Kimberly Reynolds

Contact's Title: *Budget Accountant

* This person is authorized to execute Request for Disbursement Certifications

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

Street Address (if different):

Phone: 410-632-1194

Fax: 410-632-3131

E-mail: Kreyolds@co.worcester.md.us

Other information that may facilitate communication:

NOTE: THIS FORM IS INTENDED TO BE CONTINUING IN NATURE. IF THE GRANTEE DESIGNATES A NEW PERSON AS ITS ESC CONTACT OR IF ANY OF THE CONTACT INFORMATION SHOULD CHANGE, A REVISED EXHIBIT C SHOULD BE SUBMITTED AS SOON AS POSSIBLE, VIA MAIL TO DHC/NR/ESC, 800 Hackberry Road, Lanham, Maryland 21706 OR VIA FAX TO 410-558-6527 OR VIA E-MAIL TO NR.ESC.DHC@MARYLAND.GOV



EMERGENCY SOLUTIONS GRANTS PROGRAM
HOMELESS SERVICES SUBRECIPIENT AGREEMENT
FEDERAL FISCAL YEAR 2017

THIS AGREEMENT is made this ____ day of _____, 2016 by and between Diakonia, Inc., a non-profit tax-exempt organization incorporated under the laws of the _____ (hereinafter referred to as "Subrecipient") and Worcester County Government a body politic and corporate of the State of Maryland (hereinafter called the "Grantee").

EXPLANATORY STATEMENT

WHEREAS, the Emergency Solutions Grants program ("ESG"), formerly known as the Emergency Shelter Grants program, was established under the Homeless Housing Act of 1986, as part of the United States Department of Housing and Urban Development ("HUD") Independent Agencies Appropriations Act, 1987, enacted as Public Law 99-591, and was modified and amended by (i) Public Law 100-77, the Stewart B. McKinney Homeless Assistance Act, (ii) Public Law 100-628, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, (iii) the Housing and Community Development Act of 1992, and (iv) the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act") (hereinafter referred to collectively as the "Act");

WHEREAS, pursuant to an agreement between the Maryland Department of Housing and Community Development (hereinafter referred as "DHCD") and HUD, DHCD is entitled to receive certain funds from HUD which DHCD may distribute to units of general local government within the State of Maryland in accordance with the provisions of the Act and regulations set forth in 24 CFR Part 576, as amended from time to time; and

WHEREAS, DHCD has awarded Grantee a \$82,834.00 ESG grant for the period October 1, 2016 through March 31, 2018. The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) provide maintenance, operations, and services through emergency shelters for homeless individuals and families; (3) rapidly re-house homeless individuals and families, (4) prevent families/individuals from becoming homeless, ; and (5) collect information on services provided to clients through a Homeless Management Information Systems (HMIS) or comparable database; and

WHEREAS, Grantee has agreed to comply with the requirements of the ESG Program as set forth in its ESG Grant Agreement with DHCD, has designated Subrecipient to provide homeless services according to the ESG application Grantee submitted to DHCD, and has allocated some or all of its ESG award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Grantee shall faithfully perform and certify the operation of the "**Project**" as outlined in the ESG Grant Agreement with DHCD, Contract No. _____ (hereinafter the "**Contract**").
2. Grantee, as recipient of grant funds, shall reimburse Subrecipient quarterly in an amount equal to the actual expenses incurred for approved grant activities as certified to Grantee by Subrecipient using the Request for Disbursement Form attached to the Contract as Exhibit C. Receipt of the ESG funds from DHCD is a condition precedent to the Grantee's reimbursement obligation as set forth in this paragraph.
3. Subrecipient shall maintain accurate financial records and prepare and certify all reports required by the Contract. Reports will be provided to Grantee's ESG Contact set forth in paragraph 6 of this Agreement for approval and forwarding to DHCD.
4. Subrecipient shall adhere to all HMIS reporting requirements for all activities assisted under the ESG Grant, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS or a comparable database. The following HMIS Reporting requirements should be followed:

The HMIS is an information system designed to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. All activities assisted under ESG must be entered into the applicable community-wide HMIS in the area in which those persons and activities are located in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Subrecipients of ESG funding, with the exception of victim service providers and legal services providers, are required to collect and report universal and ESG program specific data elements as specified in the HMIS Data Standards Manual as specified in the most recent version of HUD's HMIS data standards.

Victim service providers and legal services providers may use a comparable database instead of HMIS that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a

comparable database by these providers must not be entered directly into or provided to an HMIS.

The Recipient will monitor all subrecipients of ESG funding at least quarterly to ensure a minimum standard of data quality is maintained. On timeliness of data entry, subrecipients are expected to ensure that all universal and ESG project specific data elements are entered into HMIS no more than five business days from the date of service transaction (date of data collection). On completeness of data entered, subrecipients are expected to ensure missing information does not exceed 5 percent for all HUD Universal and Project-Specific Data Elements for all clients served. On accuracy of data entered, subrecipients are expected to ensure that 95 percent of data entered into an HMIS reflects what clients are reporting.

5. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

6. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the project between this Agreement and the Contract the terms of the Contract shall prevail.

7. Subrecipient acknowledges that the Grantee has designated Kimberly Reynolds whose title and address are Budget Accountant 1 West Market St Snow Hill, MD 21863 to administer the Contract (pursuant to the "**Grantee Contact Information**" form attached to the Contract as Exhibit G). This designation may be revised from time to time by Grantee by written notice to Subrecipient.

8. Subrecipient shall arrange for and provide satisfactory evidence of all matching funds to the operating budget as may be required under the Contract.

9. Any modifications to the Homeless Services operations as described in this Agreement, which are mutually agreed upon by the Grantee and the Subrecipient, may be incorporated in this Agreement by a written letter amendment.

10. Subrecipient shall permit authorized representatives of DHCD to inspect and audit all data and records of Subrecipient relating to its performance under this Agreement.

11. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State and federal laws and requirements.

12. The following provisions regarding equal employment opportunity shall apply:

A. Subrecipient shall comply with the requirements of Section 13-219 of the State Finance and Procurement Article of the Annotated Code of Maryland, and its amendments, and any executive order barring discrimination; further, in accordance with these requirements Subrecipient shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity, or national origin. Subrecipient will take affirmative action to insure that applicants are employed and employees are treated fairly during employment without regard to their political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, or recruitment advertising, furloughs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity, or national origin.

C. Subrecipient shall permit access to its books, records and accounts by Grantee for purposes of investigation to ascertain compliance with this Article.

D. If Subrecipient fails to comply with the nondiscrimination clauses of this Agreement, this Agreement may be canceled in whole or in part by written notice from Grantee and Subrecipient may be declared ineligible for further agreements with Grantee. Subrecipient shall include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provision will be binding upon each subcontractor or vendor. Subrecipient shall take such action with respect to any subcontract or purchase order as Grantee may direct as means of enforcing such provisions including sanctions for noncompliance; provided, however, that if Subrecipient becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by Grantee, Subrecipient may request that Grantee participate in the litigation to protect Grantee's interests.

13. The following provision regarding religious organizations operating the ESG program shall apply: No portion of the grant proceeds may be used for the furtherance of sectarian religious instruction or in connection with the design, construction, or acquisition of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination.

14. If Subrecipient is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and provides essential services and operational costs to individuals and families who are in an emergency shelter, in accordance with 576.102, then Subrecipient agrees to the following in connection with such essential services and operational costs.

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- c. It will provide no religious instruction or counseling, conduct no religious

workshop or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

15. In accordance with the guidelines of the ESG, no officer, member or employee of the Grantee, or other local public agencies which exercise any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or its proceeds.

16. This Agreement contains the entire understanding and obligations of the parties and supersedes all prior representations, understandings, and communications. Furthermore, this Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient as provided above and beyond the period ending March 31, 2018.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

ATTEST:

(Title)

Grantee:

Worcester County Government
(Grantee)

By: _____ {SEAL}
(Signature)

(Title)

WITNESS:

Diakonia, Inc.
(Subrecipient)

By: _____ {SEAL}
(Signature)

(Title)



CERTIFICATION WITH RESPECT TO NON-PROFIT RECIPIENTS ("NPR")

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPR's articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPR is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPR has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Local Project on Grantee's behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee's knowledge and inquiry of the NPR, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPR or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPR.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

GRANTEE

By: _____ (SEAL)
Name:
Title

Date



EMERGENCY SOLUTIONS GRANTS PROGRAM
HOMELESS SERVICES SUBRECIPIENT AGREEMENT
FEDERAL FISCAL YEAR 2017

THIS AGREEMENT is made this ____ day of _____, 201__ by and between Samaritan Ministries, a non-profit tax-exempt organization incorporated under the laws of the _____ (hereinafter referred to as "Subrecipient") and Worcester County Government, a body politic and corporate of the State of Maryland (hereinafter called the "Grantee").

EXPLANATORY STATEMENT

WHEREAS, the Emergency Solutions Grants program ("ESG"), formerly known as the Emergency Shelter Grants program, was established under the Homeless Housing Act of 1986, as part of the United States Department of Housing and Urban Development ("HUD") Independent Agencies Appropriations Act, 1987, enacted as Public Law 99-591, and was modified and amended by (i) Public Law 100-77, the Stewart B. McKinney Homeless Assistance Act, (ii) Public Law 100-628, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, (iii) the Housing and Community Development Act of 1992, and (iv) the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act") (hereinafter referred to collectively as the "Act");

WHEREAS, pursuant to an agreement between the Maryland Department of Housing and Community Development (hereinafter referred as "DHCD") and HUD, DHCD is entitled to receive certain funds from HUD which DHCD may distribute to units of general local government within the State of Maryland in accordance with the provisions of the Act and regulations set forth in 24 CFR Part 576, as amended from time to time; and

WHEREAS, DHCD has awarded Grantee a \$28,151.00 ESG grant for the period October 1, 2016 through March 31, 2018. The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) provide maintenance, operations, and services through emergency shelters for homeless individuals and families; (3) rapidly re-house homeless individuals and families, (4) prevent families/individuals from becoming homeless, ; and (5) collect information on services provided to clients through a Homeless Management Information Systems (HMIS) or comparable database; and

WHEREAS, Grantee has agreed to comply with the requirements of the ESG Program as set forth in its ESG Grant Agreement with DHCD, has designated Subrecipient to provide homeless services according to the ESG application Grantee submitted to DHCD, and has allocated some or all of its ESG award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Grantee shall faithfully perform and certify the operation of the "**Project**" as outlined in the ESG Grant Agreement with DHCD, Contract No. _____ (hereinafter the "**Contract**").
2. Grantee, as recipient of grant funds, shall reimburse Subrecipient quarterly in an amount equal to the actual expenses incurred for approved grant activities as certified to Grantee by Subrecipient using the Request for Disbursement Form attached to the Contract as Exhibit C. Receipt of the ESG funds from DHCD is a condition precedent to the Grantee's reimbursement obligation as set forth in this paragraph.
3. Subrecipient shall maintain accurate financial records and prepare and certify all reports required by the Contract. Reports will be provided to Grantee's ESG Contact set forth in paragraph 6 of this Agreement for approval and forwarding to DHCD.
4. Subrecipient shall adhere to all HMIS reporting requirements for all activities assisted under the ESG Grant, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS or a comparable database. The following HMIS Reporting requirements should be followed:

The HMIS is an information system designed to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. All activities assisted under ESG must be entered into the applicable community-wide HMIS in the area in which those persons and activities are located in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Subrecipients of ESG funding, with the exception of victim service providers and legal services providers, are required to collect and report universal and ESG program specific data elements as specified in the HMIS Data Standards Manual as specified in the most recent version of HUD's HMIS data standards.

Victim service providers and legal services providers may use a comparable database instead of HMIS that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a

comparable database by these providers must not be entered directly into or provided to an HMIS.

The Recipient will monitor all subrecipients of ESG funding at least quarterly to ensure a minimum standard of data quality is maintained. On timeliness of data entry, subrecipients are expected to ensure that all universal and ESG project specific data elements are entered into HMIS no more than five business days from the date of service transaction (date of data collection). On completeness of data entered, subrecipients are expected to ensure missing information does not exceed 5 percent for all HUD Universal and Project-Specific Data Elements for all clients served. On accuracy of data entered, subrecipients are expected to ensure that 95 percent of data entered into an HMIS reflects what clients are reporting.

5. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

6. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the project between this Agreement and the Contract the terms of the Contract shall prevail.

7. Subrecipient acknowledges that the Grantee has designated ^{Kimberly} Reynolds whose title and address are 1 West Market St (Budget Accountant) Snow Hill, MD 21863 to administer the Contract (pursuant to the "**Grantee Contact Information**" form attached to the Contract as Exhibit G). This designation may be revised from time to time by Grantee by written notice to Subrecipient.

8. Subrecipient shall arrange for and provide satisfactory evidence of all matching funds to the operating budget as may be required under the Contract.

9. Any modifications to the Homeless Services operations as described in this Agreement, which are mutually agreed upon by the Grantee and the Subrecipient, may be incorporated in this Agreement by a written letter amendment.

10. Subrecipient shall permit authorized representatives of DHCD to inspect and audit all data and records of Subrecipient relating to its performance under this Agreement.

11. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State and federal laws and requirements.

12. The following provisions regarding equal employment opportunity shall apply:

A. Subrecipient shall comply with the requirements of Section 13-219 of the State Finance and Procurement Article of the Annotated Code of Maryland, and its amendments, and any executive order barring discrimination; further, in accordance with these requirements Subrecipient shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity, or national origin. Subrecipient will take affirmative action to insure that applicants are employed and employees are treated fairly during employment without regard to their political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, or recruitment advertising, furloughs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity, or national origin.

C. Subrecipient shall permit access to its books, records and accounts by Grantee for purposes of investigation to ascertain compliance with this Article.

D. If Subrecipient fails to comply with the nondiscrimination clauses of this Agreement, this Agreement may be canceled in whole or in part by written notice from Grantee and Subrecipient may be declared ineligible for further agreements with Grantee. Subrecipient shall include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provision will be binding upon each subcontractor or vendor. Subrecipient shall take such action with respect to any subcontract or purchase order as Grantee may direct as means of enforcing such provisions including sanctions for noncompliance; provided, however, that if Subrecipient becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by Grantee, Subrecipient may request that Grantee participate in the litigation to protect Grantee's interests.

13. The following provision regarding religious organizations operating the ESG program shall apply: No portion of the grant proceeds may be used for the furtherance of sectarian religious instruction or in connection with the design, construction, or acquisition of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination.

14. If Subrecipient is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and provides essential services and operational costs to individuals and families who are in an emergency shelter, in accordance with 576.102, then Subrecipient agrees to the following in connection with such essential services and operational costs.

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- c. It will provide no religious instruction or counseling, conduct no religious

workshop or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

15. In accordance with the guidelines of the ESG, no officer, member or employee of the Grantee, or other local public agencies which exercise any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or its proceeds.

16. This Agreement contains the entire understanding and obligations of the parties and supersedes all prior representations, understandings, and communications. Furthermore, this Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient as provided above and beyond the period ending March 31, 2018.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

Grantee:

ATTEST:

Worcester County Government
(Grantee)

(Title)

By: _____ {SEAL}
(Signature)

(Title)

WITNESS:

Samaritan Ministries
(Subrecipient)

By: _____ {SEAL}
(Signature)

(Title)



CERTIFICATION WITH RESPECT TO NON-PROFIT RECIPIENTS ("NPR")

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPR's articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPR is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPR has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Local Project on Grantee's behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee's knowledge and inquiry of the NPR, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPR or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPR.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

GRANTEE

By: _____ (SEAL)

Name:

Title

Date

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



4

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

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

To: County Commissioners
From: Maureen Howarth *MH*
Date: October 24, 2016
Re: Gold Coast Lease Extension

To accomplish the Gold Coast Asset Purchase Agreement that was approved by the County Commissioners, we have requested and the Landlord at Gold Coast has agreed to a 5 day lease extension. The purpose of this extension is allow the County to inventory to assets in the store and remove the furniture and fixtures in advance of the closing date in the Asset Purchase Agreement of January 5, 2017. The last day the store will be open for business is December 31, 2016. Please review the Extension and if approved execute the same.

SIXTH EXTENSION OF LEASE AGREEMENT

This Sixth Extension of Lease Agreement ("Agreement") is made this ____ day of October, 2016, by and between Bayside Limited Partnership (successor to Gold Coast Mall Limited Partnership and Sidney J. Brown) ("Landlord") and The County Commissioners of Worcester County, Maryland, successors to the Worcester County Liquor Control Authority for the benefit of the Liquor Control Board for Worcester County ("Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor and Tenant's predecessor entered into an Indenture of Lease (the "Indenture of Lease") dated October 28, 1977 for Store #52 of approximately 1,500 square feet (the "Original Leased Premises") located in the Gold Coast Mall, 11453 Coastal Highway, Ocean City, Maryland (the "Shopping Center"); and

WHEREAS, Landlord's predecessor and Tenant's predecessor entered into an Extension and Modification of Lease Agreement (the "First Extension") dated September 28, 1998, extending the term of the Lease thru September 30, 2003; and

WHEREAS, Landlord and Tenant's predecessor entered into a Second Extension and Modification of Lease Agreement (the "Second Extension") dated July 9, 2002, extending the term of the Lease through September 30, 2008; and

WHEREAS, Landlord and Tenant's predecessor entered into a Third Extension and Modification of Lease Agreement (the "Third Extension") dated April 16, 2008, extending the term of the Lease thru September 30, 2013; and

WHEREAS, Landlord and Tenant entered into an Assumption of Lease Agreement (the "Assumption") dated July 20, 2011, wherein, among other things, Tenant assumed the rights and obligations of the Lease; and

WHEREAS, Landlord and Tenant entered into an Interim Extension of Lease Agreement dated October 18, 2013 (the "Interim Extension"); and

WHEREAS, Landlord and Tenant entered into a Fourth Extension of Lease Agreement dated January 29, 2015 (the "Fourth Extension"); and

WHEREAS, Landlord and Tenant entered into a Fifth Extension of Lease Agreement dated December 18, 2015 (the "Fifth Extension") (the Indenture of Lease, the First Extension, the Second Extension, the Third Extension, the Assumption, the Interim Extension, the Fourth Extension and the Fifth Extension are hereafter referred to together as the "Lease");

WHEREAS, Landlord and Tenant desire to extend the Lease for an additional period.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree

as follows:

1. Recitals. The foregoing Recitals are incorporated herein by reference as if expressly stated fully herein.
2. Section 1.03. The Lease is extended for an additional one (1) week, as of December 31, 2016 and terminating on January 5, 2017 (the "Sixth Extension Period").
3. Section 2.01 Minimum Rent: The monthly minimum rent payable monthly on the first day of each month, for the Sixth Extension Period, as of January 1, 2017, shall be as follows:

<u>Period</u>	<u>Pro-Rated Monthly Minimum Rent</u>
January 1, 2017- January 5, 2017	\$598.87

4. Section 2.04: Taxes: Lease charges for real estate taxes shall continue to be paid on a prorated basis by Tenant pursuant to Section 2.04 of the Lease and Paragraph 4 of the Third Extension , as provided in the First Extension thru the Sixth Extension Period.
5. Section 10.01: Cost of Maintenance of Common Area: Lease charges for the cost of maintenance under Section 1.0.01 of the Lease ("CAM") shall be \$0 for this Sixth Extension.
6. Exclusive: Tenant shall have the exclusive right in the Shopping Center to sell liquor (as opposed to beer and wine) for off-premise use.
7. Signage: Tenant may continue to utilize a portion of the pylon sign on Ocean Highway, at its sole cost and expense.
8. Tenant shall forever discharge and release Landlord, its successors, assigns, agents and employees, including Quantum Company, from any and all claims and damages, choate or inchoate, from the beginning of time to and including the date of this Agreement.
9. Except as modified in this Sixth Extension of Lease Agreement, all other terms, conditions and obligations of the Lease, remain the same and in full force and effect for the Sixth Extension Period.

IN WITNESS THEREOF, Landlord and Tenant have signed and sealed this Sixth Extension of Lease Agreement as the date first above written.

WITNESS:

WITNESS:

LANDLORD:

Bayside Limited Partnership
By: Bayside Plaza, Inc. its General Partner

_____(Seal)
Frederic K. Wine, President

TENANT:

County Commissioners of Worcester
County, Maryland

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



5

410-632-1250
TELEPHONE

410-632-3010
FAX

www.co.worcester.md.us/dlc
WEBSITE

ROBERT L. COWGER, JR.
DIRECTOR
443-859-4186

DEPARTMENT OF LIQUOR CONTROL

Worcester County

5363 SNOW HILL ROAD

SNOW HILL, MARYLAND

21863-3601

October 24, 2016

Harold L. Higgins
Chief Administrative Officer
Worcester County Administration
One West Market Street – Room 110
Snow Hill, MD 21863

Re: Request to further reduce sale prices for slow moving products

Dear Harold,

Attached is a list of excessive slow moving products which we discussed at our October 20, 2016 Committee meeting. These products generally include craft liquors and wines, and several vodka brands and flavors. It is these items that I would like to ask approval to further discount the sale price of up to 40% off of the D.L.C.'s cost as determined by the Liquor Control Management Committee.

We have excess inventory of these products and we believe it would be most beneficial to try more aggressive discounting in an attempt to move these products as we enter into the holiday season. I am hopeful that the further discounting will help us to liquidate this inventory over the next two months while we have elevated foot traffic in our stores.

If you would like to further discuss this matter or if you should have any questions, please feel free to contact me at your convenience.

Thank you for your attention to this matter.

Respectfully,

Laura Burns-Reinhart
Interim Director

cc: Liquor Control Management Committee

Attachment

**REQUEST FOR ADDITIONAL DISCOUNTS -- SLOW MOVING SALE ITEMS LIST
OCTOBER 24, 2016**

ITEM #	DESCRIPTION	BOTTLES ON HAND	DLC COST	CURRENT PRICE	PRICE UP TO 40% DISCOUNT	TOTAL INVENTORY COST	TOTAL DISCOUNTED SALES	(NET LOSS)
BOURBON								
7694	FEW SPIRITS BOURBON (750ML)	112	\$38.01	\$34.00	\$22.81	\$4,257.12	\$2,554.27	-\$1,702.85
WHISKEY								
7711	ALASKA OUTLAW WHISKEY (750ML)	75	\$26.60	\$24.00	\$15.96	\$1,995.00	\$1,197.00	-\$798.00
7712	BLACK DRAFT MOONSHINE (750ML)	20	\$13.34	\$12.00	\$8.00	\$266.80	\$160.08	-\$106.72
7713	DCD BUTTERSCOTCH SHINE (750ML)	71	\$19.01	\$17.00	\$11.41	\$1,349.71	\$809.83	-\$539.88
7717	DCD CAROLINA PEACH SHINE (750ML)	40	\$19.01	\$17.00	\$11.41	\$760.40	\$456.24	-\$304.16
7688	KOPPER KETTLE VA WHISKEY (750ML)	104	\$20.91	\$19.00	\$12.55	\$2,174.64	\$1,304.78	-\$869.86
7691	VIRGINA LIGHT APPLE PIE (750ML)	26	\$17.12	\$15.00	\$10.27	\$445.12	\$267.07	-\$178.05
7692	VIRGINA LIGHTNING CHERRY (750ML)	80	\$17.12	\$15.00	\$10.27	\$1,369.60	\$821.76	-\$547.84
7690	VIRGINA LIGHTNING WHISKEY (750ML)	108	\$13.32	\$12.00	\$7.99	\$1,438.56	\$863.14	-\$575.42
7697	CODY ROAD RYE WHISKEY (750ML)	46	\$23.76	\$21.00	\$14.26	\$1,092.96	\$655.78	-\$437.18
7695	FEW SPIRITS RYE WHISKEY (750ML)	128	\$47.51	\$43.00	\$28.51	\$6,081.28	\$3,648.77	-\$2,432.51
CORDIALS								
7699	XILLI LIQUEUR (750ML)	64	\$14.26	\$13.00	\$8.56	\$912.64	\$547.58	-\$365.06
5661	RUM CHATA (1.75L)	1120	\$25.83	\$32.49	\$15.50	\$28,929.60	\$17,357.76	-\$11,571.84
4274	RUM CHATA (750ML)	1243	\$12.67	\$10.00	\$7.60	\$15,748.81	\$9,449.29	-\$6,299.52
5662	RUM CHATA (375ML)	5	\$9.33	\$15.49	\$5.60	\$46.65	\$27.99	-\$18.66
5663	RUM CHATA (50ML)	1686	\$0.85	\$1.49	\$0.51	\$1,433.10	\$859.86	-\$573.24
GIN								
7715	COMMONWEALTH GIN (750ML)	131	\$24.71	\$22.00	\$14.83	\$3,237.01	\$1,942.21	-\$1,294.80
7693	FEW SPIRITS AMERICAN GIN (750ML)	223	\$19.95	\$18.00	\$11.97	\$4,448.85	\$2,669.31	-\$1,779.54
RUM								
7702	BAYOU RUM (L)	127	\$19.00	\$17.00	\$11.40	\$2,413.00	\$1,447.80	-\$965.20
7704	BAYOU RUM SELECT (750ML)	123	\$26.60	\$24.00	\$15.96	\$3,271.80	\$1,963.08	-\$1,308.72
7683	BAYOU RUM WHITE (750ML)	283	\$15.68	\$14.00	\$9.41	\$4,437.44	\$2,662.46	-\$1,774.98
7685	BAYOU RUM WHITE (200ML)	609	\$3.99	\$3.00	\$2.39	\$2,429.91	\$1,457.95	-\$971.96
7705	BAYOU RUM SATSUMA (750ML)	259	\$15.68	\$14.00	\$9.41	\$4,061.12	\$2,436.67	-\$1,624.45
7703	BAYOU RUM SPICED (L)	114	\$19.00	\$17.00	\$11.40	\$2,166.00	\$1,299.60	-\$866.40
7684	BAYOU RUM SPICED (750ML)	292	\$15.68	\$14.00	\$9.41	\$4,578.56	\$2,747.14	-\$1,831.42
7686	BAYOU RUM SPICED (200ML)	633	\$3.99	\$3.00	\$2.39	\$2,525.67	\$1,515.40	-\$1,010.27
TEQUILA								
7707	TROMBA BLANCO TEQUILA (750ML)	34	\$20.90	\$19.00	\$12.54	\$710.60	\$426.36	-\$284.24
7714	TROMBA REPOSADO TEQUILA (750ML)	113	\$26.61	\$24.00	\$15.97	\$3,006.93	\$1,804.16	-\$1,202.77
BRANDY								
7696	MARIE DUFFAU ARMAGNAC (750ML)	126	\$27.56	\$25.00	\$16.54	\$3,472.56	\$2,083.54	-\$1,389.02

**REQUEST FOR ADDITIONAL DISCOUNTS -- SLOW MOVING SALE ITEMS LIST
OCTOBER 24, 2016**

ITEM #	DESCRIPTION		BOTTLES ON HAND	DLC COST	CURRENT PRICE	PRICE UP TO 40% DISCOUNT	TOTAL INVENTORY COST	TOTAL DISCOUNTED SALES	(NET LOSS)
VODKA									
7687	BRECKENRIDGE VODKA (750ML)		159	\$14.26	\$13.00	\$8.56	\$2,267.34	\$1,360.40	-\$906.94
7689	KOPPER KETTLE VODKA (750ML)		113	\$13.32	\$12.00	\$7.99	\$1,505.16	\$903.10	-\$602.06
7716	PURGATORY HEMP VODKA (750ML)		76	\$22.80	\$21.00	\$13.68	\$1,732.80	\$1,039.68	-\$693.12
5635	CIRCOC RED BERRY (1.75L)		17	\$40.99	\$61.49	\$24.59	\$696.83	\$418.10	-\$278.73
4414	CIRCOC RED BERRY (L)		178	\$31.29	\$33.00	\$18.77	\$5,569.62	\$3,341.77	-\$2,227.85
4319	CIRCOC RED BERRY (750ML)		205	\$22.99	\$36.99	\$13.79	\$4,712.95	\$2,827.77	-\$1,885.18
6316	CIRCOC RED BERRY (50ML)		186	\$3.39	\$4.49	\$2.03	\$630.54	\$378.32	-\$252.22
6688	CIROC AMARETTO VODKA (1.75L)		5	\$42.99	\$61.49	\$25.79	\$214.95	\$128.97	-\$85.98
6673	CIROC AMARETTO VODKA (L)		186	\$31.29	\$33.00	\$18.77	\$5,819.94	\$3,491.96	-\$2,327.98
6651	CIROC AMARETTO VODKA (750ML)		185	\$24.59	\$36.99	\$14.75	\$4,549.15	\$2,729.49	-\$1,819.66
6689	CIROC COCONUT VODKA (1.75L)		18	\$44.99	\$61.49	\$26.99	\$809.82	\$485.89	-\$323.93
4413	CIROC COCONUT VODKA (L)		211	\$31.29	\$33.00	\$18.77	\$6,602.19	\$3,961.31	-\$2,640.88
4313	CIROC COCONUT VODKA (750ML)		145	\$24.59	\$36.99	\$14.75	\$3,565.55	\$2,139.33	-\$1,426.22
6315	CIROC COCONUT VODKA (50ML)		206	\$3.39	\$4.49	\$2.03	\$698.34	\$419.00	-\$279.34
5634	CIROC PEACH VODKA (1.75L)		49	\$40.99	\$61.49	\$24.59	\$2,008.51	\$1,205.11	-\$803.40
5214	CIROC PEACH VODKA (L)		15	\$31.29	\$33.00	\$18.77	\$469.35	\$281.61	-\$187.74
5215	CIROC PEACH VODKA (750ML)		321	\$22.99	\$36.99	\$13.79	\$7,379.79	\$4,427.87	-\$2,951.92
6314	CIROC PEACH VODKA (50ML)		34	\$3.39	\$4.49	\$2.03	\$115.26	\$69.16	-\$46.10
7914	CIROC APPLE (750ML)		7	\$24.79	\$36.99	\$14.87	\$173.53	\$104.12	-\$69.41
3385	CIROC VODKA (1.75L)		37	\$42.99	\$57.49	\$25.79	\$1,590.63	\$954.38	-\$636.25
1105	CIROC VODKA (L)		866	\$31.29	\$33.00	\$18.77	\$27,097.14	\$16,258.28	-\$10,838.86
1106	CIROC VODKA (750ML)		2	\$22.99	\$36.99	\$13.79	\$45.98	\$27.59	-\$18.39
7854	OC DIST CO LEMONADE VODKA (750ML)		997	\$12.00	\$10.00	\$7.20	\$11,964.00	\$7,178.40	-\$4,785.60
7855	OC DIST CO ORANGE VODKA (750ML)		1003	\$12.00	\$10.00	\$7.20	\$12,036.00	\$7,221.60	-\$4,814.40
7853	OC DIST CO VODKA (750ML)		991	\$12.00	\$10.00	\$7.20	\$11,892.00	\$7,135.20	-\$4,756.80
7856	OC DIST STRWBRY LEM VODKA (750ML)		1010	\$12.00	\$10.00	\$7.20	\$12,120.00	\$7,272.00	-\$4,848.00
6158	SMIRNOFF LEMON SORBET VODKA (L)		136	\$10.99	\$10.00	\$6.59	\$1,494.64	\$896.78	-\$597.86
6280	SMIRNOFF LEMON SORBET VODKA (750ML)		27	\$7.49	\$11.99	\$4.49	\$202.23	\$121.34	-\$80.89
6159	SMIRNOFF MANGO SORBET VODKA (L)		185	\$10.99	\$10.00	\$6.59	\$2,033.15	\$1,219.89	-\$813.26
6281	SMIRNOFF MANGO SORBET VODKA (750ML)		213	\$8.99	\$11.99	\$5.39	\$1,914.87	\$1,148.92	-\$765.95
7115	SMIRNOFF PINEAPPLE COCO SORB (L)		430	\$10.99	\$10.00	\$6.59	\$4,725.70	\$2,835.42	-\$1,890.28
7099	SMIRNOFF PINEAPPLE COCO SORB (750L)		41	\$8.99	\$11.99	\$5.39	\$368.59	\$221.15	-\$147.44
6160	SMIRNOFF RASPBERRY SORB VODKA (L)		488	\$10.99	\$10.00	\$6.59	\$5,363.12	\$3,217.87	-\$2,145.25
6282	SMIRNOFF RASPBERRY SORB VODKA (L)		297	\$8.99	\$11.99	\$5.39	\$2,670.03	\$1,602.02	-\$1,068.01
CRAFT WINE									
7708	TEAVINE AMER SPARK WINE (750ML)		252	\$7.88	\$9.99	\$4.73	\$1,985.76	\$1,191.46	-\$794.30
7756	TEAVINE AMER SPARK WINE (12OZ)		196	\$3.58	\$4.49	\$2.15	\$701.68	\$421.01	-\$280.67
TOTALS			17,034				\$256,788.58	\$154,073.15	-\$102,715.43

3



6

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Paige A. Hurley, Director *PH*
DATE: October 20, 2016
SUBJECT: Worcester County Recreation Center-Sport Court Athletic Surfaces
Bid Documents

Attached for your review and approval are bid documents for the purchase of two sports courts at Worcester County Recreation Center located in Snow Hill, MD. Included in this packet are the Notice to Bidders, Specifications, and Bid Form. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of two sport courts.

Program Open Space approved \$79,700.00 for this project. The project number is POS# 5835-23-207

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

Attachments

cc: Lisa Gebhardt

DRAFT

NOTICE TO BIDDERS

Worcester County Recreation Center Sport Court Athletic Surface Project

The County Commissioners of Worcester County Maryland are currently accepting bids for two modular sport surfacing systems located at Worcester County Recreation Center, 6030 Public Landing Road, Snow Hill, MD 21863. Bid specification packages and bid forms are available from the County Commissioners Office, One West Market Street, Government Center – Room 1103, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until **1:00 p.m., Monday November 21st 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 **“Bid for Recreation Center Sport Court Athletic Surface Project”** in the lower left-hand corner. After opening, bids will be forwarded to the Department of Recreation and Parks 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 herein, 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 will be directed to Paige Hurley, Director of Recreation and Parks, at his office (410) 632-2144 ext. 2505, or email phurley@co.worcester.md.us or by facsimile (410) 632-1585. Email correspondence is encouraged and will be binding.

BID SPECIFICATIONS

Worcester County Recreation Center Sport Court Athletic Surface Project

1. Bids

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner.

"Bid for Recreation Center Sport Court Athletic Surface Project"

2. Late Bids

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before **1:00 p.m. on Monday November 21, 2016**. Bids received after the appointed time will not be considered.

3. Taxes

- A. The County is **NOT** exempt from federal and state taxes on this project. Your prices should reflect included taxes.
- B. To clarify the County's tax status, the County is exempt from all Federal and States taxes for direct purchase of supplies and materials. However, the County's tax exemption does not extend to the bidder for supplies and materials, which bidder must purchase to complete the job. Therefore, bidders' prices should reflect the inclusion of Federal and State taxes on purchased supplies and materials for this project.

4. Scope of Work

A. Scope

The complete installation of two maple wood-like modular sports surfacing system including the interlocking high-impact polypropylene tile, supportive acoustical underlayment and striping.

5. Specifications and Quality Assurance

2.1 Dimensions (Two Courts)

- New flooring shall cover two areas measuring approximately 56' x 90' each (approximately 10,080 sq. ft.)

2.2 Premium suspended modular flooring (**Maple Wood Like**)

- High impact polypropylene copolymer suspended modules
- Solid support walls
- Hexagonal support structure
- Positive locking system
- Mechanical “Lateral Forgiveness”
- 25 cm x 25cm x ½” thick
- Includes 1.5mm rubber underlayment
- Factory-applied, wear resistant, polyurethane clear coat

2.2 (B) Quality Assurance

MATERIAL SUPPLIER:

1. Manufacturer must be ISO 9001:2008 & ISO 14001:2004 Certified to assure proper quality and environmental control.
2. Manufacturer shall be a Zero Waste company.
3. Manufacturer shall have produced sports surfaces for a longer period of time than their stated warranty.
4. Surfaces must be certified for competition by the international federations for basketball (FIBA), volleyball (FIVB), handball (IHF).
5. Product must have factory applied urethane coating.

INSTALLER:

1. The complete installation of the flooring system, as described in these specifications, shall be carried out by an experienced installer (Flooring Contractor).
2. Installer (Flooring Contractor) shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.
3. Successful bidder must submit a minimum of five (5) completed modular projects of similar magnitude and complexity within the last two (2) years.
4. Bidder must provide all sample tile, accessory products, and documentation.

2.3 Packing Crates flooring shall be packed in 6 stackable crates for future storage

2.4 Felt Underlayment-Felt Underlayment shall be supplied and installed.

- Approximately 2mm thick
- Weighs 8 oz./sy
- Felt shall be provided in rolls measuring 6’ wide x 58’ long (total of 30 rolls)

2.5 Playing Lines-playing lines are included for one HS basketball court and one volleyball court for each floor.

2.6 Transition Edging ADA-compliant edges shall be installed around the complete perimeter of each floor.

2.7 Maintenance Support from Installer Contractor shall provide Employee Training
• Contractor shall provide training to the Owner's staff to periodically install / dismantle / store the flooring and underlayment.

2.8 Pricing includes all shipping and handling of the materials

6. WARRANTY

- A. The Contractor warrants that the materials it has supplied will be free from manufacturing defects for a period of ten (10) years. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied in operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness. This warranty is expressly limited to the flooring materials (goods) supplied by vendor. This warranty does not cover floor damage caused (wholly or in part) by fire, winds, floods, moisture, other unfavorable atmospheric conditions or chemical action, nor does it apply to damage caused by ordinary wear, misuse, abuse, negligent or intentional misconduct, aging, faulty building construction, concrete slab separation, faulty or unsuitable subsurface or site preparation, settlement of the building walls or faulty or unprofessional installation of vendor's flooring systems.
- B. The Contractor shall not be liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the materials (goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of materials (goods) not complying with this agreement or, at their election, to the repayment of, or crediting buyer with, an amount equal to the purchase price of such materials (goods), whether such claims are for breach of warranty or negligence. Any claim shall be deemed waived by buyer unless submitted to Contractor in writing within 30 days from the date buyer discovered, or should have discovered, any claimed breach.

7. DELIVERY, STORAGE AND HANDLING

- A. Materials must be delivered in vendor's original, unopened and undamaged packaging with identification labels intact.
- B. Store material protected from exposure to harmful weather conditions, on a clean, dry, flat surface protected from possible damage.
- C. Storage conditions shall be 55°F to 80°F.

8. QUALIFICATIONS AND REFERENCES

- A. Supply Qualifications and References

BID FORM

Worcester County Recreation Center Sport Court Athletic Surface Project

I/We have reviewed the specifications and provisions for the purchase of two sport court athletic surfaces at Worcester County Recreation Center on 6030 Public Landing Road, Snow Hill, MD 21863. I/We hereby propose to furnish and install the "Work" as specified in the Bid Documents.

Total Bid Price \$ _____,

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

Bid List:

Chesapeake Court Builders
2900-A Hammonds Ferry Road
Baltimore, MD 21277-3142
Phone:410-247-6411
Fax:410-247-6694

SnapSports Athletic Surfaces
2330 W. CALIFORNIA AVE • SALT LAKE CITY, UTAH 84104
Office 800-664-3865 ext: 140 | Fax: 801-746-7559



7

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Use of Forest Conservation Funds for Worcester County Parks

Date: October 25, 2016

For some time, members of my staff from the Natural Resources Division have been working with staff from the Department of Recreation and Parks to plan improvements and enhancements to County parks. Specifically, they have examined ways to utilize the Forest Conservation Fee in Lieu funds to support tree plantings at County Parks and properties. In the past these funds have been put to use for this very same purpose, albeit for specific projects and properties. We are exploring ways to utilize this fund to enhance our recreational properties and provide an environmental restoration benefit as well.

As the attached memo from Ms. Irwin specifies, we would like the County Commissioners to authorize the use of the Fee-In-Lieu Fund to support these tree plantings so we do not have to come before the Board to approve each individual planting plan. We would still bring any projects that exceed the bidding threshold to the Commissioners for approval.

Staffs from both departments are enthusiastically looking forward to working together on the proposed project and I wholeheartedly endorse it as well. Therefore, I respectfully request that the County Commissioners approve the proposed expenditure from the Forest Conservation Fee-In-Lieu Fund. .

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

Attachment

- cc: David Bradford, Deputy Director
- Jenelle Irwin, Natural Resources Administrator
- Paige Hurley, Recreation and Parks Director
- Bill Rodriguez, Recreation and Parks Superintendent

Citizens and Government Working Together

1



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

MEMORANDUM

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

DATE: September 27, 2016
TO: Robert Mitchell, Director
FROM: Jenelle Irwin, Natural Resources Administrator 
SUBJECT: Use of Forest Conservation Funds for Worcester County Parks

By combining goals of pristine parks and a healthy natural environment, the Worcester County Recreation and Parks Department along with Environmental Programs, has had, and continues to have, the opportunity to enhance Worcester County's parks. At this time, the Department is asking the County Commissioners to provide approval to use Forest Conservation Fee in Lieu funds to support tree plantings at County parks and properties. Through this approval, Environmental Programs and the Recreation and Parks Department will be able to work together to coordinate plantings without continuously burdening the Commissioners of approving a planting plan similar to many other planting plans previously approved. If a larger project is requested that meets the threshold for formal bidding, that project will be presented to the Commissioners for review and approval.

For several years, the Forest Conservation Fee in Lieu fund has been used to purchase trees to be planted within County Parks and properties. The Forest Conservation Fee in Lieu fund is supported by projects that can not comply with the Forest Conservation law due to issues such as site constraints, limited planting areas, and parcel size. Fund monies can be used to acquire easements on existing forests, the acquisition of new property and the planting of that land, or to conduct plantings in public parks. The current fund balance is at \$79,974.98. Tree plantings can benefit County parks in a number of ways, including, but not limited to:

- **Native woodland planting.** Monies from the Forest Conservation Fund can be used to purchase trees, which will provide shade along walking trails and play areas. Also, trees will provide habitat and food for wildlife.
- **Nature Trail Enhancement.** Several County parks showcase a walking trail used by residents and visitors for physical fitness, dog walking, and leisure. The establishment of native woody vegetation will only increase the use of this trail and provide users with a

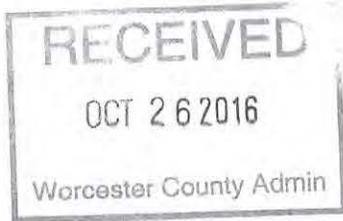
greater opportunity to connect with the natural environment. By establishing areas of habitat, a walking corridor will be further defined and will keep visitors on a designated path.

- **Educational opportunity.** Habitat planting can provide an opportunity for the public to see and hear song birds and other wildlife which will be attracted to the forests and naturalized areas.
- **Sustainability.** A benefit of a focus which maximizes the potential to enhance biodiversity while offering a more passive recreational experience will be manifested in terms of reduced maintenance inputs. Furthermore, such an approach will serve as a template with regard to other areas not well suited for traditional recreational use, thereby enabling a managerial means to reduce cost while broadening the overall appeal of the park system.

The Parks and Recreation Department and Environmental Programs staff envision a native plant environment to improve the natural habitat and visual appeal of County parks. If the County Commissioners are in favor of using the Forest Conservation Fee in Lieu fund to provide the monies needed to purchase trees, prepare planting sites, and provide the materials and equipment needed to accomplish these goals, Worcester County Parks will provide a setting for residents and visitors alike to enjoy the natural environment. I will make myself available for any potential questions or concerns raised during the Commissioners meeting. Please contact me with any questions.

cc: David M. Bradford, Deputy Director (email)
Katherine Munson, Planner V (email)
Paige Hurley, Recreation & Parks Director (email)
Bill Rodriguez, Recreation & Parks Superintendent (email)

8



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Bishopville Dam Removal & Stream Enhancement Project
Non-Tidal Wetland Permit Transfer

Date: October 25, 2016

This past April, the County Commissioners formally requested a transfer out of our name the Tidal Wetlands License and the Wetland Permit from the Maryland Department of the Environment (MDE) and US Army Corps of Engineers (COE), respectfully. As the attached memo from Mr. Bradford specifies, the tidal wetland license has been transferred and the COE transfer is to be completed soon.

We would also need to transfer out the Non-Tidal Wetland Permit to the Department of Natural Resources (DNR). There remains a small maintenance and monitoring component relating to the project and it is best we transfer the permit at this time to extract ourselves from field operations that we are not directly involved in performing or supervising.

In consideration of our need to have the permit transferred, I respectfully request that the County Commissioners consider approving the transfer of the Non-Tidal Wetland permit to DNR and authorizing President Bunting to sign the transfer letter as attached.

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

Attachment

cc: David Bradford, Deputy Director
Jenelle Irwin, Natural Resources Administrator
Katherine Munson, Planner V



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
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LAND PRESERVATION PROGRAMS
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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: October 25, 2016
RE: Bishopville Dam Removal & Stream Enhancement Project

Back in April of this present year the County Commissioners formally made a request to transfer both the Tidal Wetlands License held by the Maryland Department of Environment (MDE) and the Wetland Permit held by the U.S. Army Corps of Engineers (COE) over to the Maryland Department of Natural Resources (DNR). I just recently received confirmation from DNR that the Md. Board of Public Works approved the transfer of the MDE Tidal Wetland License over to DNR. I was informed that the transfer of the COE permit would be occurring in the very near future and we would receive formal confirmation of this once it is complete.

After recent discussions with DNR, we have determined that it would also be in the best interest of Worcester County to transfer the Non-Tidal Wetland Permit over to DNR. The majority of the work in the non-tidal portion of the project has been completed however there is still some minor maintenance and monitoring that will be necessary. DNR has expressed that they have no problem with accepting the transfer of this permit as they are much better outfitted to handle the specific conditions and requirements outlined within the permit. It would also release Worcester County from any potential liability or compliance issues that may arise in the future.

I have reached out to Mr. William Seiger, Chief, MDE Waterway Construction Division, and he indicated that we would need to draft a letter requesting the transfer of this non-tidal permit over to DNR and they would initiate a permit modification acknowledging the change.

It would be staff's recommendation to initiate the permit transfer from Worcester County to MD DNR. I have attached a draft letter that could be used if the County Commissioners decide to move forward with the permit transfer to DNR.

Please let me know if you need any other additional information. As always, I will make myself available for the applicable Commissioners meeting in the event there are any questions.

Attachments: (1) Draft permit transfer letter;
(2) Copy of MDE Non-tidal Wetland and Waterways Permit

Cc: Jenelle Irwin, Natural Resources Administrator
File

DRAFT

October XX, 2016

DRAFT:

Mr. William Seiger, Chief, Waterway Construction Division
Maryland Department of the Environment
1800 Washington Blvd.
Baltimore, Md. 21230
william.seiger@maryland.gov

RE: Worcester County Commissioners – Bishopville Dam Removal and Stream Restoration. Nontidal Wetlands and Waterways Permit Application # 10-NT-2032/201060532

Mr. Seiger,

Presently, the Worcester County Commissioners are the responsible party for the above referenced Nontidal Wetlands permit. In discussions with representatives from Md. Department of Natural Resources, we have concluded that their Department would better suited to take the lead of this permit. Therefore, we would like to formally request a permit transfer to shift the responsibility and liabilities of this permit from Worcester County Commissioners to Md. Department of Natural Resources (DNR). As DNR is equipped and responsible for providing the maintenance and monitoring aspects of the project, we feel that they would be better suited as the permit holder for the remaining duration of the project.

The contact information for Md DNR is as follows:

Maryland Department of Natural Resources
Chesapeake & Coastal Service
Tawes State Office Building
580 Taylor Avenue
Annapolis, Maryland 21401

Please let us know if you need any further information pertaining to this permit transfer.

Sincerely,

Madison J. Bunting, Jr.
President, Worcester County Commissioners

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION
NONTIDAL WETLANDS AND WATERWAYS PERMIT

PERMIT NUMBER: 10-NT-2032/201060532

EFFECTIVE DATE: April 2, 2014

EXPIRATION DATE: April 2, 2017

PERMITTEE: Worcester County Commissioners
1 West Market St
Snow Hill, Maryland 21863
Attn: James C. Church



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND (2007 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS, Worcester County Commissioners ("PERMITTEE"), IS HEREBY AUTHORIZED BY THE WATER MANAGEMENT ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ON April 2, 2014 ("APPROVED PLAN") AND PREPARED BY Underwood and Associates AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

Remove an existing steel dam and replace it with a boulder weir. Restore the nontidal stream using a series of step pools and a sand berm. This project will permanently impact 491 linear feet (99,036 square feet) and temporarily impact 20 linear feet (25,178 square feet) of perennial stream. The project will also permanently impact 16,677 square feet and temporarily impact 20,393 square feet of regulated floodplain. The project is located at Maryland Highway 367 on Buntings Branch, a tributary to the St Martins River, Bishopville, Maryland in Worcester County.

MD Grid Coordinates: 87643 x 557636

A handwritten signature in cursive script that reads "William Seiger".

William Seiger, Chief
Waterway Construction Division

Attachments: Conditions of Permit
Special Condition to the Nontidal Wetlands and Waterways Permit
Plans
Best Management Practices

cc: MDE Compliance Division w/file
Keith Underwood, Underwood Associates
Kevin Smith, Maryland Department of Natural Resources

THE FOLLOWING CONDITIONS APPLY TO ALL ACTIVITIES AUTHORIZED BY AUTHORIZATION NUMBER
10-NT-2032/201060532

Page 2 of 3

1. **Validity:** Permit is valid only for use by Permittee. Permit may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Permit.
2. **Initiation of Work, Modifications and Extension of Term:** Permittee shall initiate authorized activities with two (2) years of the Effective Date of this Permit or the Permit shall expire. Permittee may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Permit, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Permittee is fully responsible for all work performed and activities authorized by this Permit shall be performed in compliance with this Permit and Approved Plan. Permittee agrees that a copy of the Permit and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Permittee, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Permit, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Permittee, its employees, agents or contractors fail to comply with this Permit or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Permittee, its employees, agents and contractors to cease and desist any activities which violate this Permit, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Permit may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Permittee: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Permit; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Permit and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Permit does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Permittee shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Permittee shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Permittee shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington Counties, Permittee shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery and Prince George's Counties, Permittee shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, and St. Mary's Counties, Permittee shall call 410-537-3510. For Caroline, Cecil, Dorchester, Harford, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester Counties, Permittee shall call 410-901-4020. If Permit is for a project that is part of a mining site, please contact the Land Management Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Permittee shall obtain approval from the Maryland Department of the Environment, Water Management Administration, Sediment and Stormwater Plan Review Division for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Federally Mandated State Authorizations:**
Water Quality Certification: Water Quality Certification is granted for this project provided that all work is performed in accordance with the authorized project description and associated conditions:
(See Wetlands License 10-WL-0792 for Water Quality Certification.)

- X Coastal Zone Consistency:** This Permit constitutes official notification that authorized activities are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended. Activities within the following counties are not subject to this requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.
11. **Best Management Practices During Construction:** Permittee, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
 12. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
 13. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.
 14. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Permittee, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
 15. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
 16. **Instream Construction Prohibition:** To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): Buntings Branch is a Use I waterway; in-stream work may not be conducted from February 15 through June 15 inclusive, of any year.
 17. **Instream Blasting:** Permittee shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
 18. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by Permit or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
 19. **Restoration of Construction Site:** Permittee shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Permittee as directed by the Administration.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers has reviewed this activity and has granted authorization under an Individual Permit.

SPECIAL CONDITION TO THE
NONTIDAL WETLANDS AND WATERWAYS PERMIT
10-NT-2032/201060532

April 2, 2014

The Permittee shall monitor the stream restoration project for a minimum of five (5) years following the completion of the project. The stream restoration project will be monitored one time (1) each year and after any major storm event. The Permittee shall prepare and submit a monitoring report to the Maryland Department of the Environment, Waterway Construction Division, within 30 days of the monitoring inspection and no later than December 31st of each year. The monitoring program shall evaluate the condition of the restored stream including:

1. Channel cross-section, pattern and profile,
2. Bed materials,
3. Channel stability,
4. Structure stability and condition,
5. Vegetation viability.

The monitoring report shall include the following information:

1. Visual field observations of the condition of the structures and stream channel,
2. Photographic documentation of the existing structures and stream channel,
3. Vegetation viability measurements,
4. Identification of any necessary corrective measures.

The Permittee shall coordinate with the regulatory agencies concerning applicable remedial measures for any identified project failures and shall correct any project failures within one year of their identification.



9



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: FY 17 Rural Legacy Grant Agreement – Coastal Bays Rural Legacy Area

Date: October 25, 2016

Attached you will find a memorandum from Katherine Munson, of my staff regarding the above referenced FY 17 Coastal Bays Rural Legacy Area (CBRLA) grant agreement for review and signature by the County Commissioners. The FY 17 CBRLA application for funding was approved by the County Commissioners on February 2, 2016. Worcester County requested \$1,000,000.00 in funding and we were awarded \$1,104,326.00 by the Board of Public Works for the CBRLA. The Dividing Creek Rural Legacy Area was not awarded any funding this year.

As Ms. Munson has detailed, we have enclosed the grant agreement for Commissioner review and signature. The attachments also include a color map of the properties protected to date and the priority properties for easement acquisition along with their listing and the general conditions.

The grant agreement was submitted to the County Attorney for review.

As you know, Maryland’s Rural Legacy Program provides funding to preserve large, contiguous tracts of land and to enhance natural resource, agricultural, forestry and environmental protection while supporting a sustainable land base for natural resource based industries. The program creates public-private partnerships and allows those who know the landscape best – land trusts and local governments – to determine the best way to protect the landscapes that are critical to our economy, environment and quality of life. It is funded through a combination of state Open Space funding and general obligation bonds from the state’s capital budget. The program encourages local governments and land trusts to work together and determine how best to protect their vital working landscapes. Land conservation investments are targeted to protect the most ecologically valuable properties that most directly impact the Chesapeake and Coastal Bays and local waterway health.

Citizens and Government Working Together

I respectfully request that County Commissioners authorize Commissioner President Bunting to execute the agreement, where indicated, so we can proceed with the purchase of applicable easements. The grant funding will be used to purchase 2-4 conservation easements in Worcester County from willing landowners and does include County administrative costs.

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.

Attachments

cc: Maureen Howarth
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
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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: FY17 Coastal Bays Rural Legacy Area Grant Agreement

DATE: October 24, 2016

Attached please find the FY17 Coastal Bays Rural Legacy Area (CBRLA) grant agreement for commissioner review and signature. It consists of two copies of the agreement that must be signed where indicated, color map of the CBRLA showing the properties protected to date and the priority properties for easement acquisition (Attachment A), general conditions (Attachment B), priority property list (Attachment C).

The first page of the agreement will be dated by DNR following execution by the Rural Legacy Board.

The grant agreement has been submitted to Maureen Howarth for review.

Worcester County requested \$1,000,000.00 and was awarded \$1,104,326.00.

For FY17, \$17.7 million was available for Rural Legacy grants, which was divided among fifteen (15) Rural Legacy Areas throughout the state (there are twenty-two (22) areas in total; see attached).

The Dividing Creek RLA was not awarded FY17 funds.

The grant funding will be used to purchase 2-4 conservation easements in Worcester County from willing landowners. The funding is provided not only for the purchase cost, but also for administrative and other costs (survey, title, county administrative costs, etc.).

Please contact me with any questions.

cc: David Bradford, Administrator, Natural Resources
Attachments

Supplement A
Department of Natural Resources
ACTION AGENDA
October 19, 2016

*Contact: Emily Wilson (410) 260-8436
emilyh.wilson@maryland.gov*

8A. RURAL LEGACY PROGRAM GRANTS
Fiscal Year 2017

Recommendation: The Department of Natural Resources recommends that the Board of Public Works approve:

- Fifteen Rural Legacy grants totaling \$17,663,385 in Fiscal Year 2017 funding that will protect approximately 4,615 acres of working farms and forests in Rural Legacy Areas across the state.

Background: The Rural Legacy Program is designed to preserve large blocks of contiguous open space that are among the State's most valuable because of the existence of a multitude of agricultural, forestry, natural and cultural resources. To protect these resources, the Rural Legacy Program, acting through local government or private land trust sponsors, purchases conservation easements from willing property owners, in designated Rural Legacy Areas that have been reviewed by the Rural Legacy Advisory Committee and approved by the Rural Legacy Board.

DNR will submit individual contracts to purchase conservation easements to the Board of Public Works as the specific transactions arise.

Authority: Subtitle 9A - Rural Legacy Program, Natural Resources Article, Annotated Code of Maryland.

1. Agricultural Security Corridor Rural Legacy Area: *Caroline, Cecil, Dorchester, Kent and Talbot Counties*

Grant of \$1,125,543 to acquire conservation easements to protect a range of resources that includes forests, farmland, wetlands, historic sites, and endangered species habitat in the Agricultural Security Corridor in five counties on the Eastern Shore. Conservation of property in this Area will support the local resource-based economy, including agricultural production of grains and hay and dairy, beef and poultry operations. The Board approved the designation of the Agricultural Security Corridor Rural Legacy Area in 1998.

2. Bear Creek Rural Legacy Area: *Garrett County*

Grant of \$941,760 to acquire conservation easements to protect the County's most productive working farms, standing timber, scenic views from the Cove overlook, natural habitats, wetlands, and waterways in the Bear Creek drainage basin. Conservation within the Area will provide water quality benefits to the Youghiogheny River, the State's only designated Wild and Scenic River. The Board approved designation of the Bear Creek Rural Legacy Area in 2002.

Supplement A
Department of Natural Resources
ACTION AGENDA
October 19, 2016

*Contact: Emily Wilson (410) 260-8436
emilyh.wilson@maryland.gov*

8A. RURAL LEGACY PROGRAM GRANTS (cont'd)
Fiscal Year 2017

3. Coastal Bays Rural Legacy Area: *Worcester County*

Grant of \$1,104,326 to acquire conservation easements to protect forest, agricultural, natural areas and shoreline in Worcester County's coastal bays. This Area includes important tidal marshland areas, forests, and farmland, which provides some of the most ecologically diverse and outstanding wildlife habitat in the State. The Board approved the designation of the Coastal Bays Rural Legacy Area in 1998.

4. Deer Creek Rural Legacy Area (Formerly Lower Deer Creek): *Harford County*

Grant of \$1,444,915 to acquire conservation easements within the watershed of Deer Creek River, a State-designated Scenic River, and adjacent to Rocks-Susquehanna State Park to protect historic farmland, forests, natural and cultural areas. This Area is located within the Lower Susquehanna Heritage Greenway, a certified Maryland Heritage Area. The Board approved the designation of the Lower Deer Creek Rural Legacy Area in 1999.

5. Foreman Branch/Lands End Rural Legacy Areas: *Queen Anne's County*

Grant of \$1,450,956 to acquire conservation easements to protect environmentally significant tributaries of the Chester and Corsica Rivers, including farmland, forest land, wetlands and wildlife habitat. The Board approved the designation of the Foreman Branch and Lands End Rural Legacy Areas in 1998.

6. Little Pipe Creek /Upper Patapsco Rural Legacy Areas: *Carroll County*

Grant of \$1,192,878 to acquire conservation easements to protect farmland, woodland, natural and cultural land within the Little Pipe Creek and upper Monocacy River Watersheds. Conservation within the Area will provide water quality benefits not only for the two watersheds, but also for the underground aquifers that supply many residents with drinking water. The Board approved the designation of the Little Pipe Creek Rural Legacy Area in 1998 and Upper Patapsco Rural Legacy Area in 2004.

7. Manor Rural Legacy Area: *Baltimore and Harford Counties*

Grant of \$1,424,674 to acquire conservation easements to protect farmland, woodlands and significant natural and cultural resources in My Lady's Manor National Historic District and along the Little Gunpowder Falls, a Class Three Trout Stream. The Board approved the designation of the Manor Rural Legacy Area in 2000.

Supplement A
Department of Natural Resources
ACTION AGENDA
October 19, 2016

*Contact: Emily Wilson (410) 260-8436
emilyh.wilson@maryland.gov*

8A. RURAL LEGACY PROGRAM GRANTS (cont'd)
Fiscal Year 2017

8. Mattapany Rural Legacy Area: *St. Mary's County*

Grant of \$1,130,367 to match Navy Readiness and Environmental Protection Integration "REPI" funds to acquire conservation easements to protect the Area's rich farmland, forests, wetlands, historic sites, and wildlife habitat. Conservation within the Area will provide water quality benefits to the Chesapeake Bay and the St. Mary's River watershed. The Board approved the designation of the Mattapany Rural Legacy Area in 2006.

9. Mid-Maryland Frederick/Carrollton Manor Rural Legacy Areas: *Frederick County*

Grant of \$1,258,950 to acquire conservation easements to protect farmland, forestland, Civil War historic sites and a greenbelt around the historic Town of Burkittsville. Conservation of property in the Area will protect the view surrounding the Appalachian Trail and South Mountain Battlefield State Park, which are nationally significant natural and cultural resources. The Board approved the designation of the Mid-Maryland Frederick Rural Legacy Area in 1998 and the Carrollton Manor Rural Legacy Area in 2004.

10. Mid-Maryland Washington Rural Legacy Area: *Washington County*

Grant of \$946,610 to acquire conservation easements to protect farmland, forests and Civil War sites within view of Washington Monument State Park, South Mountain Battlefield State Park, Antietam National Battlefield and its approaches. Conservation within the Area will provide water quality benefits to the Potomac River, a Maryland designated Scenic River. The Board approved the designation of the Mid-Maryland Washington Rural Legacy Area in 1998.

11. Mountain Ridge Rural Legacy Area: *Allegany County*

Grant of \$862,167 to acquire conservation easements of significant woodland, farmland and wetlands. Situated within the Ridge & Valley Physiographic Province where it meets the Allegheny Front, the Area includes large blocks of unbroken forest, pristine ecologically significant areas and historic sites. The Area includes an important migration corridor and the most significant golden eagle flyway in the State. The Board approved the designation of Mountain Ridge Rural Legacy Area in 2010.

Supplement A
Department of Natural Resources
ACTION AGENDA
October 19, 2016

*Contact: Emily Wilson (410) 260-8436
emilyh.wilson@maryland.gov*

8A. RURAL LEGACY PROGRAM GRANTS (cont'd)
Fiscal Year 2017

12. North Calvert Rural Legacy Area: *Calvert*

Grant of \$1,135,239 to acquire conservation easements to protect farmland and forests, and provide habitat for resident and migrating species. The Area forms an eight-mile long greenway along the Patuxent River, a State Scenic River. Riparian buffers will protect the sensitive wetlands and forests of four watersheds. The Area is also historically significant, including the historic town of Lower Marlboro that was active in the War of 1812 and was also an important port town until the 1930's. Conservation of property in this Area will support the local resource-based economy. The Board approved the designation of the North Calvert Rural Legacy Area in 2004.

13. Piney Run Rural Legacy Area: *Baltimore County*

Grant of \$1,160,000 to acquire conservation easements to protect farmland, forests, natural areas and historic properties within and near National Register Historic Districts. Conservation within the Area will provide water quality benefits to the Prettyboy and Loch Raven Reservoirs, two of the drinking supply reservoirs for the Baltimore Metropolitan Area. The Board approved the designation of the Piney Run Rural Legacy Area in 1998.

14. Quantico Creek Rural Legacy Area: *Wicomico County*

Grant of \$1,300,000 to acquire conservation easements to protect forests, farmland, and wintering waterfowl habitat and historic villages. Conservation within the Area will provide water quality benefits to Quantico Creek, part of the Nanticoke Watershed Greenway. The Board approved the designation of the Quantico Creek Rural Legacy Area in 2000.

15. Zekiah Rural Legacy Area: *Charles County*

Grant of \$1,185,000 to acquire conservation easements to protect farmland, forests and natural and historic properties contiguous to Zekiah Run. This Area contains the largest natural hardwood swamp in the State and is considered by the Smithsonian Institute to be one of the most important ecological areas on the East Coast. The Board approved the designation of the Zekiah Watershed Rural Legacy Area in 1998.

Information /Instructions for the Rural Legacy Program
Grant Agreement

Submission to the Department of Natural Resources of the Grant Agreement will consist of four parts: 1) two original copies of the Grant Agreement; 2) two color maps of the Rural Legacy Area (Attachment A); 3) the general conditions (Attachment B); and 4) the property list (Attachment C). Please read the documents carefully. Do not make any changes to the Grant Agreement. Pursuant to the decision of the Rural Legacy Board (RLB), the Grant Agreement must be signed and returned to DNR no more than 60 days from the date from which it was sent to the Sponsor via overnight delivery. If you have any questions, contact Nina M. White at 410-260-8424; ninam.white@maryland.gov. **Return the signed copies to Nina M. White, Maryland Department of Natural Resources, Rural Legacy Program, Tawes State Office Building, E-4, 580 Taylor Avenue, Annapolis, Maryland 21401.**

There are two copies of the Grant Agreement. **Both** copies must be signed and returned to DNR. Upon execution by the RLB, an executed copy will be sent to Sponsors for their records.

1) Grant Agreement:

The Sponsor names and the signatures are those provided to DNR by the Sponsor contact.

Please sign both Grant Agreements, **do not date the first page**, and return them to DNR for execution by the Rural Legacy Board.

2) Rural Legacy Area Map (Attachment A):

The Sponsor provides two maps of the Rural Legacy Area (Labeled Attachment A) that indicates the previously protected land in the Area and the priority properties listed in Attachment C. Previously protected lands should include land protected by state and county easements as well as land owned by the state or the county.

3) General Conditions (Attachment B):

These are the general conditions the Sponsor must meet under the Grant. These conditions are consistent for all of the Grant Agreements under the Rural Legacy Program. Please be aware of the requirements set forth for the Sponsor, particularly reporting requirements on Grant activities and related planning and land use. It is important for Sponsors to note that item 8 of the general conditions requires that both the Easement Valuation System (EVS) and the Easement Acquisition Policy be submitted to the RLB for review and approval prior to submission of any requests for funds for Project Agreements. It may be in the best interest of the Sponsor to have these items approved prior to an agreement with a landowner on easement terms and value. Sponsors with approved EVS and Easement Acquisition Policy should submit a short memorandum noting there are no changes to the existing approved EVS, if that is the case.

4) Priority Property List (Attachment C)

Please include the properties that you intend to acquire with Rural Legacy FY 2016 Grant funds.

**RURAL LEGACY GRANT AGREEMENT
SPONSOR: LOCAL GOVERNMENT**

THIS GRANT AGREEMENT (“Agreement”) is made this ____ of _____, 2016 by and between the STATE OF MARYLAND, acting through the RURAL LEGACY BOARD (“RLB”), c/o Rural Legacy Program, Department of Natural Resources, 580 Taylor Avenue, Annapolis, Maryland 21401 and COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND a local government, Worcester County Government Center, Suite 1306, 1 West Market Street, Snow Hill, Maryland 21863 (hereinafter sometimes referred to either as the “Sponsor” or the “Local Government”).

RECITALS

WHEREAS, the State of Maryland, pursuant to Natural Resources Article § 5-9A-01, et. seq., has established the Rural Legacy Program (“Program”) to enhance natural resource, agricultural, forestry, and environmental protection and the Program provides funds through grant assistance to local governments and land trusts to purchase interests in real property from willing sellers, including fee estates, easements and other interests in real property for the preservation of land in key areas of Maryland;

WHEREAS, the Sponsor is a local government, meaning one of Maryland’s 23 counties or one of Maryland’s municipal governments;

WHEREAS, the Sponsor has filed an application to designate a Rural Legacy Area, known as the Coastal Bays Rural Legacy Area shown on the map set forth on Attachment A (“Rural Legacy Area”);

WHEREAS, the RLB has designated the Rural Legacy Area submitted in the Sponsor’s application as originally submitted or as amended;

WHEREAS, the RLB has agreed to award the Sponsor a grant in an amount not to exceed the Total Grant Amount pursuant to the terms and conditions of this Agreement to be used for the purchase of certain interests in real property for the preservation of land in the Rural Legacy Area, and for approved Project Costs pursuant to Project Agreements, all as more particularly described herein;

WHEREAS, the RLB’s Rural Legacy Area designation, Rural Legacy Plan acceptance, Grant award and authorization to execute this Agreement were subject to approval by the Maryland State Board of Public Works (“BPW”) and such approvals have been given by the BPW on October 19, 2016; and

WHEREAS, the Sponsor shall enter into Project Agreements for Eligible Properties, which the Sponsor may acquire, which Agreements shall specify the Project Costs that the

Sponsor may request for acquisition of Eligible Properties, subject to the approval of the RLB and the BPW.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions of this Agreement, the parties agree as follows:

Section 1. Definitions.

Acquisition Activities is defined in Section 4.1. of this Agreement.

Annual Report is defined in Section 8.2. of this Agreement.

BPW is defined in the Recitals Section of this Agreement.

Contract is defined in Section 4.2.5 of this Agreement.

Easement is defined in Section 4.2.2. of this Agreement.

Easement Form is defined in Section 4.2.2. of this Agreement.

Effective Date is defined in Section 12.12. of this Agreement.

Eligible Properties is defined in Section 3.1. of this Agreement.

Grant Period is defined in Section 2.2. of this Agreement.

Law is defined in Section 3.6. of this Agreement.

Mortgage(s) is defined in Section 4.2.6. of this Agreement.

Permitted Real Estate Interests is defined in Section 3.1. of this Agreement.

Program is defined in the Recitals Section of this Agreement.

Project Agreement is defined in Section 3.4. of this Agreement.

Project Costs is defined in Section 3.4. of this Agreement.

Rural Legacy Area is defined in the Recitals Section of this Agreement.

Rural Legacy Manual is defined in Section 3.7. of this Agreement.

SLCO is defined as a State Land Conservation Organization being "the Maryland

Agricultural Land Preservation Foundation, the Maryland Environmental Trust, Maryland Department of Natural Resources, or another State organization approved by the RLB.”

Subordination Agreement is defined in Section 4.2.6. of this Agreement.

Title Holders are defined in Section 4.2.3. of this Agreement.

Total Grant Amount is defined in Section 2.1. of this Agreement.

Section 2. Grant.

2.1. Amount of Grant. Subject to the terms and conditions of this Agreement, the RLB hereby agrees to award a grant to the Sponsor in an amount not to exceed One Million One Hundred Four Thousand Three Hundred Twenty Six Dollars (\$1,104,326.00) (the “Total Grant Amount”) to be used solely for payment of approved Project Costs in connection with acquisition of Permitted Real Estate Interests in Eligible Properties. In accordance with the terms and conditions of this Agreement and each Project Agreement, and during the Grant Period as defined below, the RLB shall disburse to the Sponsor that portion of the Total Grant Amount which equals approved Project Costs for acquisition of Eligible Properties, provided however, that such disbursements shall cease upon the earlier to occur of (a) the date on which the sum total of all disbursements hereunder equals the Total Grant Amount, or (b) the expiration of the Grant Period.

2.2. Grant Period. The “Grant Period” shall mean that period commencing upon the Effective Date of this Agreement and ending on the date which is twelve (12) calendar months from the Effective Date, unless the Grant Period is extended by the RLB in its sole discretion. In the event the ending date falls on a legal holiday or non-business day, the ending date shall be the next immediately succeeding day which is not a legal holiday or a non-business day.

2.3. General Conditions. Any general conditions to this Agreement are set forth in Attachment B attached hereto.

2.4. Sponsor Information, Easement Form and Eligible Properties. Sponsor and other information are set forth in Attachment C attached hereto. Some of the information on Attachment C is also specified in another part of this Agreement or the other Attachments to this Agreement, and if there are any conflicts between Attachment C and any of the terms of this Agreement or the other Attachments to this Agreement, the terms of this Agreement and the other Attachments shall govern.

Section 3. Sponsor's Performance.

3.1. Property Acquisitions. A Sponsor may acquire Permitted Real Estate Interests in Eligible Properties. "Permitted Real Estate Interests" means fee simple estate interests or conservation easement interests, or other real estate interests allowed by the Law. "Eligible Properties" means both those properties which the Sponsor has identified and listed in Attachment C. In the event that Sponsor requests (a) additional properties to be placed on Attachment C or (b) a change of the Rural Legacy Area boundary, Sponsor shall submit a written request for approval to the Rural Legacy Program and shall not begin the acquisition process for the property until such approval has been granted.

3.2. Submission of Easement Valuation Methodology. Within thirty (30) days of execution of this Agreement, the Sponsor shall submit to the RLB its Easement valuation methodology. The methodology shall reflect the agricultural, forestry, and natural resource qualities the Easement is designed to protect; reflect the fair market values of properties in the Rural Legacy Area; and relate to the range of easement values paid by the Maryland Agricultural Land Preservation Foundation and other easement purchasing programs. Upon approval by the RLB, the Sponsor may use the approved methodology to acquire conservation easements as Permitted Real Estate Interests.

3.3. Appraisals. If the Permitted Real Estate Interest to be acquired is an Easement, the Sponsor shall use its approved easement valuation methodology to appraise the value of the Easement. If the Sponsor does not have an approved easement valuation methodology, or if the Permitted Real Estate Interest is not an Easement, the Sponsor shall obtain two independent appraisals of the value of the property interest to be acquired and shall otherwise comply with the appraisal requirements set forth in the Rural Legacy Manual. The easement valuation methodology and appraisals shall be subject to the approval of the RLB or designee. A Sponsor who has an approved Easement valuation methodology shall not use appraisals unless specifically authorized by the Rural Legacy Program.

3.4. Project Agreement. If the Sponsor and a property owner of an Eligible Property reach agreement on the terms of an acquisition, the Sponsor shall prepare a Project Agreement, substantially in the form required by the RLB (a copy can be obtained from the Rural Legacy staff) ("Project Agreement"). The Project Agreement shall include a copy of the Contract (as defined in 4.2.5) for the Eligible Property, and, as applicable, the proposed form of the Easement or the proposed form of the Deed and other supporting documents. The Project Agreement shall specify the amount of total permissible costs, including direct (contract) costs, incidental costs, administrative costs, and easement monitoring costs ("Project Costs") which the Sponsor shall receive from the Total Grant Amount following Sponsor's satisfaction of the terms of this Agreement.

3.5. Rural Legacy Program Review, Approval. A Sponsor shall submit the Project Agreement to the Rural Legacy Program for review. The Rural Legacy Program shall review the Project Agreement for compliance with the terms of this Agreement and the Law. Project Agreements meeting all Program requirements will be submitted by the Rural Legacy Program to the BPW for approval. Upon BPW approval of the Project Agreement, the Sponsor shall make every effort to acquire the Eligible Property within forty-five (45) days.

3.6. Reimbursement. A Sponsor who acquires an Eligible Property may apply to the RLB for reimbursement of Project Costs in accordance with the Project Agreement and Section 6 of this Agreement.

3.7. Compliance. Sponsor agrees to comply with the terms and conditions of this Agreement, the Rural Legacy Area, its accompanying application, and each Project Agreement. Sponsor acknowledges and agrees that this Grant Agreement is governed by the terms and provisions of Subtitle 9A of the Natural Resources Article which established the Program, the Program's Regulations, and the Rural Legacy Manual and Application Procedures dated December 2001 (the "Rural Legacy Manual"), as they may be amended from time to time, and as sometimes referred to herein collectively as the "Law."

Section 4. Conditions for Acquisition of Permitted Real Estate Interests.

4.1. Acquisition Activities. As set forth in the Law and in this Agreement, the RLB has the right to approve all activities in connection with acquisition of Permitted Real Estate Interests in Eligible Properties ("Acquisition Activities"). The RLB or its designee has the right to make comments upon, require revisions to, and approve all Acquisition Activities whether or not specifically enumerated below. In addition, in the event a SLCO will hold title to a Permitted Real Estate Interest, the SLCO shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. Any other Title Holders of a Permitted Real Estate Interest shall have the right to make comments upon, require revisions to and approve all Acquisition Activities, whether or not specifically enumerated below. The Sponsor shall contact any SLCO and any other Title Holders directly for any comments, revisions or requirements that they may have.

4.2. Acquisition of a Fee Estate or a Conservation Easement.

4.2.1. Form of Deed. If the Permitted Real Estate Interest is a fee simple estate interest, the Sponsor shall submit the form of the proposed special warranty deed (the "Deed") to the RLB or its designee, any SLCO and any Title Holders for approval. The Deed shall be drafted to provide that one hundred percent (100%) of the fee simple estate interest shall be held by the Title Holders as the Grantees in the Deed. At settlement, the Deed shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.2. Easement Form. If the Permitted Real Estate Interest is a conservation easement interest, the Sponsor shall use either the Rural Legacy Program Sample Easement and Optional Provisions, available from the Rural Legacy staff, or the Sponsor shall use the Sponsor's Easement Form as approved by the Rural Legacy staff and the Office of the Attorney General. The form of easement chosen is also indicated on Attachment C (the "Easement Form"). Any changes to the Easement Form shall be approved by the RLB or its designee, the SLCO, if any, and any Title Holder. As used herein, "Easement" shall mean the final approved Easement Form. At settlement, the Easement shall be duly executed and recorded among the land records where the Eligible Property is located.

4.2.3. Title Holders. The parties acquiring any fee simple estate interest or any Easement interests acquired under this Grant Agreement shall be specified in the Project Agreement as the "Title Holders".

4.2.4. Property Description. All Eligible Properties proposed for acquisition under the Rural Legacy Program shall have a metes and bounds description or a reference to lots on a duly recorded plat and/or a survey with a metes and bounds description, all as approved by the RLB or its designee, the SLCO and any Title Holder. Any Title Holder, including but not limited to any SLCO, shall also have the right to approve the metes and bounds description or lot reference and/or the survey with a metes and bounds description, and, in addition to the foregoing requirements, may have requirements on the adequacy of the metes and bounds description of or lot reference for the Eligible Property and may require a survey in form and content acceptable to such Title Holder and to the title insurance company.

4.2.5. Contract. The Sponsor shall use option contract or contract of sale forms (collectively, "Contract") approved by the RLB or its designee. The Contract shall contain conditions which (a) shall permit the Title Holders to be the Grantee on the Deed or Easement in addition to the purchasers under the Contract, even if such Title Holders are not listed as purchasers under the Contract, (b) make the Contract contingent upon the approval by the RLB or its designee, any Title Holders, any SLCO, and the BPW, unless the Sponsor is willing to run the risk that the Sponsor may settle and the Contract might not be approved, and (c) in the case of an Easement, make the Contract contingent upon the receipt of fully executed Subordination Agreement(s). The Contract is subject to BPW approval.

4.2.6. Subordination to Easement. All mortgages, deeds of trust and any other liens or encumbrances, (except for future taxes, charges or assessments, not yet due and payable), with respect to the repayment of a debt against the Eligible Property (collectively, the "Mortgages") must be fully subordinated to the Easement. Sponsor shall provide a copy of each proposed subordination agreement ("Subordination Agreement") to the RLB along with the Project Agreement. The RLB or its designee, any Title Holder, and the SLCO, if any, shall have the right to approve the form of the Subordination Agreement, prior to its execution, and the recording order of the Easement and the Subordination Agreements.

4.2.7. Title Insurance. The Sponsor shall obtain title insurance for the Eligible Property in the form of an Owner's Policy from a title insurance company licensed to do business in the State of Maryland in the amount of the purchase price of the Permitted Real Estate Interest in the Eligible Property. The title insurance policy shall not contain exceptions to title which (a) would defeat the purpose of the Program and any Easement or Deed placed upon the Eligible Property as required by the Program, (b) create a remainder, reversion, or condition which could cause forfeiture or reversion of title, (c) require the payment of money by any SLCO, unless such exception is approved by any SLCO, (d) list an unsubordinated mortgage, deed of trust, judgment, lien or other encumbrance, contract or purchase option, which would, if foreclosed or enforced, take priority over and eliminate the interest of the Sponsor, any SLCO and any Title Holders in the Easement in the Eligible Property, (e) provide for the lien of unpaid taxes or show any taxes or any other charges or assessments as unpaid, unless such taxes, charges or assessments are not yet due and payable, (f) are the preprinted standard exceptions (unless any preprinted exception would require a survey acceptable to the title company in order to remove such exception and a decision has been made not to obtain such a survey pursuant to Section 4.2.4.), or (g) any exception unacceptable to any SLCO or any Title Holder.

4.2.8. Evidence of Authority. For any Deed, Easement and Contract, executed by (a) the Sponsor and any Title Holder with (b) any entity conveying such interest to the Sponsor and any Title Holder, the Sponsor shall ensure that any such entity is a validly existing legal entity, in good standing (if applicable for that particular type of entity), has the authority to enter into the transaction and into the respective documents evidencing the transaction, and the persons signing on its behalf hold the offices or positions described and are duly authorized to do so. The Sponsor and Rural Legacy Board or designee shall review any organizational documents of the entity attached as well as a Good Standing Certificate, if issued for the particular type of entity by the State Department of Assessments and Taxation.

4.2.9. Environmental Assessment. The Contract shall provide the Sponsor, the SLCO, if any, and any Title Holder with the right to conduct an environmental site assessment of the Eligible Property. The Sponsor and any Title Holder shall, at a minimum, complete or cause to have completed an environmental site assessment of the Eligible Property, in form and content acceptable to the Sponsor, any Title Holder, Rural Legacy Board or designee. The environmental site assessment form prepared as a result of such environmental site assessment shall be attached to the Project Agreement, documenting at a minimum the physical inspection of the Eligible Property and the findings from an inquiry into the historical uses of the Eligible Property. If any environmental hazard is found or suspected, it is to be listed in the Project Agreement with a proposed plan for addressing such environmental hazards. If a SLCO is to be the Title Holder, the SLCO may have requirements on the form of the environmental site assessment and the proposal for handling any suspected or found environmental hazards.

4.2.10. Easement on Fee Simple Property. Either simultaneously with its acquisition by the Sponsor and any Title Holders or before any reimbursement for such

acquisition shall be made hereunder, an Eligible Property which is a fee simple estate interest, shall be encumbered with a conservation easement held by a SLCO which shall be duly executed and recorded among the land records where the Eligible Property is located following the recordation of the Deed. The Easement shall be in form and content acceptable to the RLB, any Title Holder and the SLCO, if any.

4.3. Local Government as Title Holder. Notwithstanding the foregoing and unless the SLCO indicates in writing to the RLB to the contrary at the time the SLCO agrees to be a Title Holder, if a Local Government is an Easement or fee simple estate Title Holder, then the Local Government shall approve matters of title, metes and bounds description, survey and environmental assessment, and the attorney for such Local Government shall sign the Deed or Easement as prepared by or under the supervision of an attorney and as to form and legal sufficiency, and the approval of the Local Government shall be evidenced by the duly authorized signatures on the Deed or the Easement of the Local Government and the written assurance of the Local Government to the RLB that the Local Government has duly investigated matters of title, metes and bounds description, survey and environmental assessment, does not believe the information revealed in the title, metes and bounds description, survey and environmental assessment would defeat the purpose of the Program, is satisfied with and willing to assume any risks revealed therefrom.

4.4. Other Permitted Real Estate Interests. If the Permitted Real Estate Interest is not an Easement or a fee simple estate interest, the requirements for this Section 4 will be set forth in an Addendum to this Agreement.

Section 5. Disposal of Fee Simple Property.

Sponsor may dispose of the Sponsor's fee simple estate interest in an Eligible Property acquired with all or a portion of the Total Grant Amount under this Agreement pursuant to the Rural Legacy Manual, subject to approval by and in accordance with conditions imposed by the RLB, including but not limited to special requirements regarding bond monies as set forth in the Rural Legacy Manual, the Law and other federal and state laws. A conservation easement approved by the RLB or its designee shall be placed on the property before transfer to another entity. Pursuant to the Rural Legacy Manual, funds derived from the disposal of an Eligible Property during the Grant Period may be used by Sponsor for other acquisitions of Eligible Property or Properties provided such acquisitions comply with all the requirements of this Agreement for acquisition of Eligible Properties.

Section 6. Reimbursement of Costs.

6.1. Overview. Each Project Agreement for each Eligible Property represents a separate transaction for purposes of determining the amount of the Total Grant Amount which shall be allocated as Project Costs for that particular Eligible Property. Project Costs may include direct (contract) cost, incidental costs, administrative costs, and easement monitoring

costs as provided in the Law. That portion of the Total Grant Amount which is used to reimburse a Sponsor for direct costs incurred in the acquisition of an Eligible Property shall not, when combined with all other funds used by or available to the Sponsor for such acquisition, exceed one hundred percent (100%) of the cost of acquiring the Eligible Property.

6.2. Retroactivity. Retroactive costs prior to the Grant Period are not allowed.

6.3. Approved Project Costs. The requirements for and procedures governing payment of Approved Project Costs are set forth in the Rural Legacy Manual.

6.4. Program Compliance Costs. Depending on the fund source (i.e. whether bond funds are used to fund the Grant), a portion of the Grant, not to exceed one and one-half percent (1 ½ %) of each Easement purchase cost, may be used to pay for program compliance costs for monitoring Easements. To be eligible, Sponsors must document that payments for monitoring costs will be placed in an endowment or other special account to be made available only to the Grantee for the purpose of monitoring the specific Easement acquired with Rural Legacy funds. Fees charged for program compliance for Easement monitoring will be invested in a long term, managed investment account, the principal of which may not be withdrawn or used without the approval of the RLB. Additional provisions regarding program compliance costs are set forth in the Rural Legacy Manual.

6.5. Advance Payment. The Sponsor should, as a general rule, submit requests for reimbursement for administrative and incidental costs to the Rural Legacy Program. Under special conditions approved by the Board in this Grant Agreement, for Sponsors that may be unable to initiate acquisition efforts without pre-payment of certain administrative or planning costs, a Sponsor may request a portion of their allowed administrative costs in advance. This advance payment shall be deducted from the allowable three percent (3%) of the Total Grant Amount which is allowable for administrative costs. A Sponsor may also request an advance payment of funds to cover a portion or all of the anticipated direct costs of an acquisition itemized in a Project Agreement and approved by the RLB and the BPW, to be available for payment at settlement.

6.6. Documentation of Expenditures. Each expenditure submitted for payment or reimbursement consideration shall be justified by providing the following information to the Rural Legacy Program: copy of the recorded deed, copy of final title policy, copy of settlement sheet, copies of invoices for any costs not shown on the settlement sheet, and justification of administrative costs. The Sponsor shall maintain satisfactory financial accounts, documents, and records, and shall make them available to staff of the RLB for auditing at reasonable times. Such accounts, documents and records shall be retained by the Sponsor for three (3) years following project termination.

Section 7. Stewardship and Monitoring for Program Compliance.

The Sponsor shall establish an Easement stewardship program based upon national standards and practices and involving Easement inspections at least every three (3) years. The Sponsor will submit the program to the RLB for review with the annual report required by Section 8.2.

Section 8. Reporting.

8.1. INTENTIONALLY DELETED.

8.2. Annual Report. Sponsor shall provide an annual report of activities to the RLB in a format provided by the RLB (the "Annual Report"). The Annual Report shall be due thirty (30) days after the end of the State fiscal year.

Section 9. Indemnification. The Sponsor shall, to the fullest extent permitted by law, indemnify, save harmless and defend the State of Maryland 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 as a result of the Sponsor's activities, including the activities of its employees, agents, representatives or subcontractors, in connection with its performance under this Agreement. The Sponsor's indemnification of the State of Maryland and all of its representatives under this Section is subject to the availability of funds appropriated by Worcester County, Maryland for such purpose. The County Commissioners of Worcester County, Maryland hereby agrees to use their best efforts to include a request in the Annual Budget and Appropriations Ordinance to appropriate funds in the event there is an indemnification cost to the Sponsor under this Section.

Section 10. Sponsor's Failure to Perform; Remedies.

If the Sponsor fails to perform its obligations under this Agreement in whole or in part, the RLB or the State of Maryland may exercise any or all of the remedies set forth below:

- A. Withhold payment of funds under this Agreement until the Sponsor performs its obligations after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;
- B. Perform the Sponsor's obligations, including but not limited to, maintaining, operating or repairing the Eligible Property to protect it from further damage, using funds available under this Agreement;
- C. Collect damages from the Sponsor for the costs of performing the Sponsor's obligations, after notice is provided to the Sponsor of the violation of this Agreement and opportunity is provided for compliance satisfactory to the Board;

- D. Terminate the Agreement in whole or in part;
- E. Withhold approval of any grant request submitted by the Sponsor to the RLB under this Agreement;
- F. Debar the Sponsor from applying for future Program funds; and
- G. Initiate legal action to enforce the terms of this Agreement, the Easement and/ or exercise any other right or remedy under the Law or available at law or in equity.

Section 11. Notices. Any notice provided hereunder shall be in writing and shall be deemed to have been received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) on the date of actual receipt of delivery or refusal of delivery or return by the United States mails as undeliverable at the address shown, if given by certified mail in the United States mails, postage prepaid, return receipt requested. Any notice provided hereunder shall be provided to the addresses shown on Page One of this Agreement or to such other address in the United States as the party changing its address may designate from time to time by notice to the other party.

Section 12. Miscellaneous.

12.1. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including by way of privity of estate and contract, provided however that nothing herein shall be construed to mean that the Sponsor has the right to assign this Agreement or all or any portion of the Total Grant Amount hereunder. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit, any right or remedy under or by reason of this Agreement.

12.2. Complete Understanding. This Agreement and all attachments incorporated herein represent the complete understanding between the parties hereto and supersede all prior negotiations, representations, statements and agreements.

12.3. Amendment. This Agreement may be amended by an agreement in writing between the Sponsor and the RLB, provided that approval of the BPW shall be required for any amendment to increase the Total Grant Amount.

12.4. Waiver. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing.

12.5. Applicable Law. This Agreement shall be given effect and construed by application of Maryland law, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

12.6. Exhibits. Each writing or plat referred to herein as being attached as an attachment is hereby made a part of this Agreement.

12.7. Disclaimer of partnership status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

12.8. Nondiscrimination. Sponsor agrees not to discriminate against any employee, applicant for employment, or other person because of sex, race, age, creed, color, religious affiliation, mental or physical handicap, national origin, ancestry or marital status and to comply with the terms, intent and provisions of Title VII of the Civil Rights Act of 1964 P.L. 88-354 (1964) and its amendments, Article 49B Sections 14 to 18 (Discrimination in Employment) of the Annotated Code of Maryland (1994 Replacement Volume and its amendments), and the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and with all local, State and federal laws now or hereinafter enacted to effectuate the goals of the aforesaid statutes.

12.9. INTENTIONALLY DELETED.

12.10. No Contingent Fees. Sponsor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for them, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

12.11. INTENTIONALLY DELETED.

12.12. Effective Date. This Agreement shall be effective upon the execution of this Agreement by all of the parties to this Agreement (the "Effective Date").

12.13. Captions. Caption and headings in this Agreement are for ease of reference only and shall not be deemed a part of or have any meaning in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered below under their respective signatures.

WITNESS/ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY:

(Signature)

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

(Print Name)

DATE: _____

(Title)

WITNESS:

STATE OF MARYLAND
RURAL LEGACY BOARD:

(Signature)

BY: _____ (SEAL)
Mark Belton
Chair, Rural Legacy Board

(Print Name)

DATE: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2016.

Assistant Attorney General

Approved as to form and legal sufficiency
this _____ day of _____, 2016.

City Solicitor / County Attorney

GENERAL CONDITION FOR RURAL LEGACY GRANT AGREEMENT
ATTACHMENT B SECTION 2.3 OF THIS GRANT AGREEMENT

The Sponsor shall comply with the following General Conditions of this Grant Agreement:

1. Point System and Ranking Any point system used by the Sponsor to rank and value easement acquisitions shall:

A. Incorporate natural and cultural features and water quality protection to the degree these values exist in the Rural Legacy Area and are a priority objective of the Rural Legacy Plan.

B. Give priority to properties that alone, or in conjunction with other properties, protect contiguous large blocks of agricultural, forestry, natural or cultural resources.

C. Be submitted to the Rural Legacy Program for approval prior to, or as part of the submission of easement or fee request.

2. Easement Donation

A. The Sponsor shall continue or initiate efforts to obtain donations of easements in addition to easement purchases by providing information on the tax and related benefits of easement donations to property owners in the Rural Legacy Plan Area and by identifying and soliciting easements in those parts of the Rural Legacy Area where landowners are more likely to donate rather than sell easements.

B. The Sponsor shall include an evaluation on efforts made and successes achieved in soliciting easement donations and the effect of Rural Legacy Program easement purchases on property owner willingness to donate rather than sell easements as a part of the Annual Report to the Rural Legacy Board required under Section 8.2 of this Agreement.

3. Conservation Reserve Enhancement Program

A. The Sponsor shall endeavor to enroll all easement sellers and donors into the Conservation Reserve Enhancement Program ("CREP"), including perpetual CREP restrictions as part of Rural Legacy Program easements.

B. The Sponsor shall include an evaluation of efforts made and successes achieved in incorporating CREP into easement agreements as a part of the Annual Report to the RLB required under Section 8.2 of this Agreement.

4. Stewardship

A. The Sponsor shall establish or continue a stewardship program for easements that involves easement inspections on at least three year intervals, based on national standards and practices for easement programs.

5. Supporting Activities In the Annual Report required under section 8.2 of this Grant Agreement, Sponsor shall describe how local planning, growth management tools, land use authority, and other supporting programs will be used to prevent incompatible development of private land until it can be permanently protected, and how these tools will protect the character of the Rural Legacy area for properties that may not be permanently protected. With respect to 1) existing programs and their strengths and weaknesses; 2) new or improved programs since the last Rural Legacy submission and; 3) programs and actions under study (with an estimate of their likelihood for enactment and implementation) Sponsor shall explain concisely how each of the following, as applicable, supports Rural Legacy objectives: protective zoning, TDR programs, PDR programs, gift easements, natural resource/environmental protection measures, support for rural economic activities and any other programs that contribute to meeting the Rural Legacy Area objectives. Sponsor shall also include in the Annual Report information on any plans and commitments to focus the use of other easement acquisition funds and shall provide data (tabular data or maps as appropriate) on the quantity, location, lot sizes and general nature of subdivision activity in the Rural Legacy Area.

6. Property List This Grant Agreement represents a grant for the acquisition of fee or easement interest for the properties identified in attachment C of this Grant Agreement. All of the properties listed in Attachment C of this Grant Agreement shall be within the Rural Legacy Area as approved by the Rural Legacy Board. The Sponsor shall acquire these property interests based on the priority levels represented in Attachment C and every effort shall be made to acquire the property interests identified as priority one prior to initiating acquisition of property interests in other priority levels. In cases where a change in priority level is necessary for any property, Sponsor shall notify Rural Legacy Program staff in writing of the change, with a brief explanation of the reason for change. The change shall be reflected in the annual reports required under section 8.2 of this Grant Agreement.

7. Protection of Rural Legacy Area The Sponsor shall include in the annual report to the RLB, which is required under Section 8.2 of this Grant Agreement, a section which discusses local planning, zoning, and related resource protection programs and actions to protect the Rural Legacy Area and surrounding area from development that threatens the values of, and undermines the investment in, the Rural Legacy Area. The section of the Annual report, Protection of Rural Legacy Area, shall summarize strengths and weaknesses of existing programs and describe any new or improved mechanisms that will protect the State and local investment in land, resources, and the resource based economy in and around the Rural Legacy Area and contribute to the protection of land in the Rural Legacy Area. Actions and programs such as protective zoning, Transferable Development Right's and Purchased Development Rights', riparian buffer ordinances, public facility policies, and tax credits should be addressed.

8. Execution of Grant Agreement The Grant Agreement shall be executed by Sponsor and delivered to the Department of Natural Resources for execution by the Chairman of the Rural Legacy Board within sixty (60) days of the Sponsors receipt by e-mail of the Grant Agreement.

9. Period of Grant Agreement The period of this Grant Agreement shall commence upon execution of this Agreement by all parties, the Effective Date, and shall end on the date which is twelve (12) calendar months from the Effective Date as specified in sections 2.2 and 12.12 of this Grant Agreement.

10. Acquisition Policies Easement acquisitions, including but not limited to residential density, shall be consistent with policies set forth by the Rural Legacy Board. Sponsor shall submit an easement acquisition policy and attendant easement valuation system to be approved by the Rural Legacy Board prior to submission of any request for payment or project agreement.

11. Program Compliance Sponsor shall provide evidence that an account for program compliance funds has been established as required in section 6.4 of this Grant Agreement prior to any request for such funds.

12. Progress Reports Sponsor shall make annual progress reports required under section 8.2 of this Grant Agreement on the standard forms provided by the Rural Legacy Program. The Annual Report shall be due thirty (30) days after the end of the state fiscal year.

13. Future Funding The Board will consider the evaluations, progress reports and information required to be reported to the Rural Legacy Board, under the grant general conditions hereinabove along with the Rural Legacy criteria as set forth in the Law, in their review of any future Rural Legacy applications.

Rural Legacy Grant Agreement Attachment C

Plan Name Coastal Bays	Plan Number
Sponsor's Name Worcester County	
Contact Name Katherine Munson	Contact Telephone Number 410-632-1220 Ext 1302
Contact Address Worcester County Department of Development Review and Permitting; 1 W. Market St, #1302; Snow Hill, MD 21863	
Grant Not to Exceed \$1,104,326.00	

Rural Legacy Model Easement being used Alternate Model Easement is attached

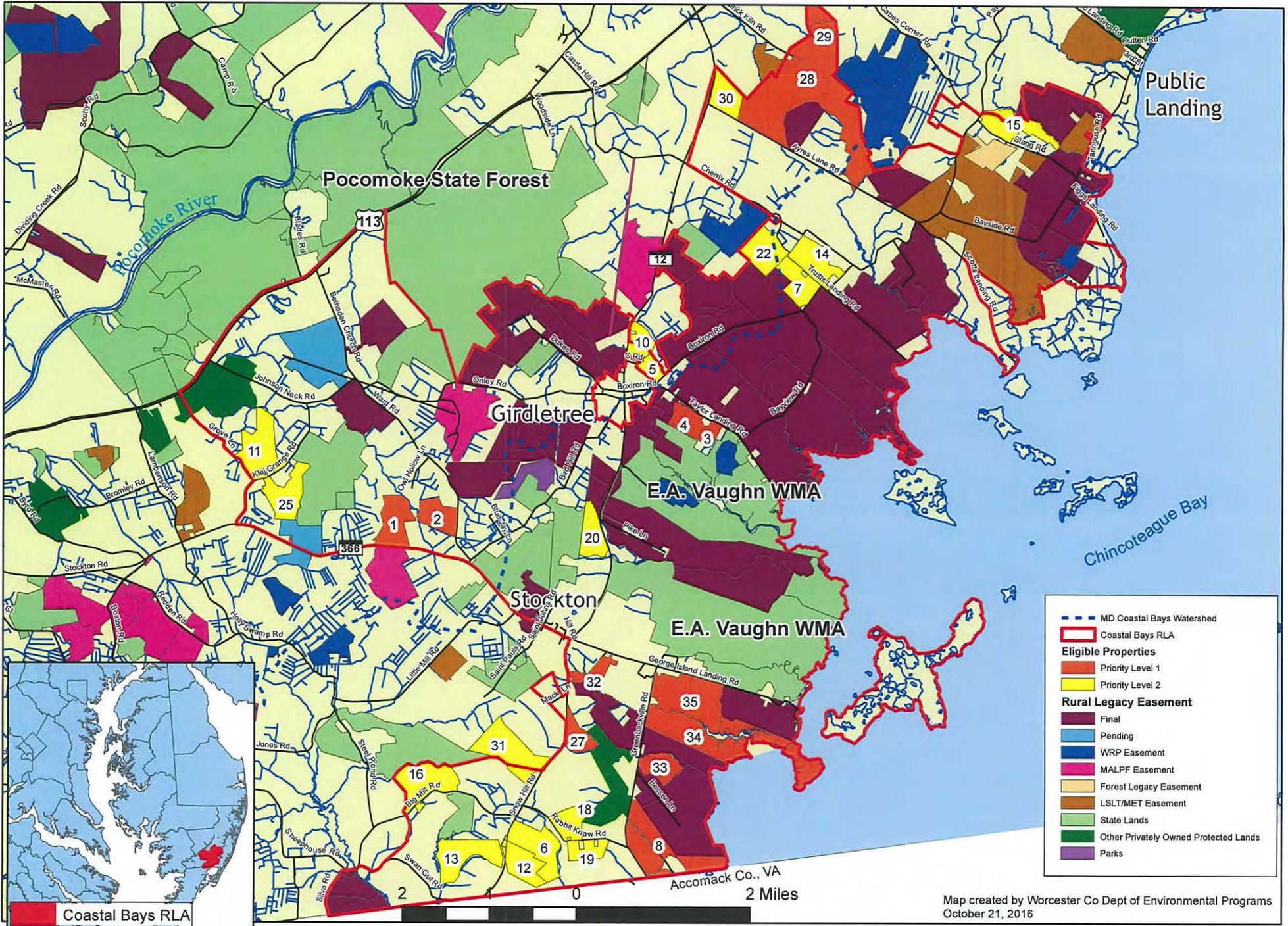
Eligible Properties

Owner's Name	Property Address & Tax account number	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Book	Page	Grid	Parcel	Lot			
John T. Payne Sr & Francis Payne Revocable Trust (#1)	North side of Stockton Road; Tax ID 08003319	1	W		85	12	23		115.226	Yes	
John T. Payne Sr & Francis Payne Revocable Trust (#2)	Ward Road; Tax ID 080003343/08004897	1	W		85/86	7	27/125		100	Yes	
Roberta Webb (#3)	Taylor's Landing Road; Tax ID: 08002991	1	W		79	24	120		50	Yes	
Roberta Webb (#4)	Taylor's Landing Road; Tax ID: 08003017	1	W		79	23	114		80	Yes	
Kenneth Margolis (#5)	Box Iron Road; Tax ID: 02014122	1	W		79	17	80		70.21	Yes	
Beverly Decker Brown (#6)	East side of Route 12; Tax ID 08007616	1	W		94	20	40		111.58	Yes	
Everett Holland Pilchard (#7)	6745 Box Iron Road; Tax ID: 02014904	2	W		80	2	10		92.98	Yes	
Long Point Farms, Inc. (#8)	E.S. Greenbackville Road; Tax ID: 08007209	1	W		94	23	44		232.44	Yes	
Bradley Hauck (#10)	E side of Snow Hill Road; Tax ID: 02014459	2	W		79	10	70		70.396	Yes	
Laura and Francis Luce, and Ward (#11)	West side Pilchard Road; Tax ID: 01007963	2	W		85	3	28		240	Yes	
Charles & Kimberly Pilchard (#12)	E.S. Rt 12; Tax ID: 08009430	1	W		102	2	1		100	Yes	
James Franklin Holland (#13)	West side, Route 12; Tax ID: 08009317	2	W		102	1	28		165	Yes	
Holland Land Co., LLC (#14)	NW side Truitts Landing Rd; Tax ID: 02031086	2	W		80	2	61		123.450	Yes	
Helen D. Jones (#15)	N/S Stagg Road; Tax ID: 02012391	2	W		72	12	59		119	Yes	

Attachment C Cont'd

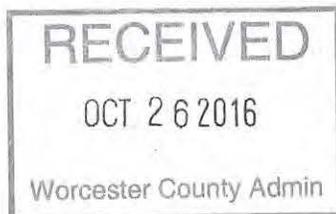
Owner's Name	Property Address & Tax account number	Priority Level	County	Tax Map Information					Acres	Fee	Easement
				Book	Page	Grid	Parcel	Lot			
Gerald B. Brown (#16)	4926 Big Mill Road; Tax ID: 08005737	2	W		93	18	22		153.750		Yes
Jane Aydelotte Taylor (#17)	3517 Paw Paw Creek Road; Tax ID: 02012219	2	W		72	22	45		175.560		Yes
Lambertson Farms, LLC (#18)	Rabbit Knaw Road, North Side; Tax ID: 08007144	2	W		94	21	201		99		Yes
Lambertson Farms, LLC (#19)	Rabbit Knaw Road, South side; Tax ID: 08009341	2	W		102	3	2		112		Yes
Holland Land Company (#20)	West side of Stockton Rd; Tax ID: 08005494	2	W		86	9	235		70		Yes
John Michael Bradford (#22)	Truitts Landing Rd; Tax ID: 02012928	2	W		72	19	11		115		Yes
Rural Integrity Land, LLC (#25)	East Side Pilchard Road; Tax ID 01007971	2	W		85	3	33		122.98		Yes
Porter Mill Properties, Inc. (#27)	1108 Snow Hill Road; Tax ID 08008094	1	W		94	15	175		63.32		Yes
Millville Timber, Inc. (#28)	4223 Brick Kiln Road; Tax ID 02012332	1	W		72		35		700.57		Yes
Millville Timber, Inc. (#29)	Brick Kiln Road; Tax ID 02009617	1	W		64	20	13		40.87		Yes
Dale Holland (#30)	E side Route 12; Tax ID 02011735	2	W		71	6	5		78.54		Yes
Porter Mill Properties, Inc (#31)	809 Snow Hill Road; Tax ID 08008078	2	W		94	14	174		178.65		Yes
Rural Integrity Land, LLC (#32)	E side of Route 12; Tax IDs 08010900, 08013845, 08006180, 08013845	1	W		94	3, 4	76, 77, 244, 253		58		Yes
Lambertson Farms, Inc (#33)	Greenbackville Road; Tax ID: 08013233	1	W		94	17	247		98.42		Yes
Bruce, Curtis, Mark Lambertson (#34)	E side, Greenbackville Road; Tax ID: 08006873	1	W		94	11	167		197		Yes
John Oliver Smith (#35)	George Island Landing Road; Tax ID: 08007853	1	W		94	11	16		390		Yes

Attachment A: Coastal Bays Rural Legacy Area, FY17 Grant Agreement



28

10



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: FY 17 Rural Legacy Grant Awards
Request for Correspondence Authorization

Date: October 25, 2016

On October 19, 2016, the Maryland Board of Public Works unanimously adopted a Maryland Department for Natural Resources recommendation to approve 15 Rural Legacy Program grants totaling \$17,663.385, to permanently preserve approximately 4,615 acres of working farms, forests and open space across the state from Garrett to Worcester County.

These latest awards come after Governor Hogan supported legislation that increased state funding for critical land conservation, preservation and recreation programs by \$60 million over the next two years.

Our state program contacts have suggested the recipient counties reach out to the Rural Legacy Board, which includes the Secretaries of the Departments of Agriculture, Natural Resources and Planning to thank them for their generous funding of our local Rural Legacy areas. We are also attaching draft letters for the Board of Public Works.

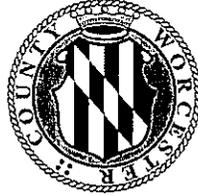
We have taken the liberty of drafting such a letter and have attached them with Ms. Munson's memo. I would respectfully request that the County Commissioners consider authorizing these thank you letters for our local program support.

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

Attachments

cc: Katherine Munson

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V

SUBJECT: FY17 Coastal Bays Rural Legacy Area Grant Agreement

DATE: October 24, 2016

Attached please find a suggested letter to the Rural Legacy Board and Board of Public Works members, thanking them for the FY17 award.

Please contact me with any questions.

cc: David Bradford, Administrator, Natural Resources
Attachments

DRAFT

Governor Larry Hogan
100 State Circle
Annapolis, MD 21401

Dear Governor Hogan:

We wish to thank you and the Maryland Board of Public Works for your approval of the FY2017 Rural Legacy Program grant funding to Worcester County's Coastal Bays Rural Legacy Area in the amount of \$1,104,326.00. This funding will allow Worcester County to continue to negotiate conservation easement purchases with willing landowners on important farm and forest land in the Chincoteague and lower Pocomoke River watersheds. This area of rich farmland is key to the state's agricultural productivity. The beauty and abundance of natural resources of this area draws tourism revenue. Since 2001 we have protected nearly 9,000 acres in this area with Rural Legacy easements using a combination of federal, state and local funding. We are happy to continue to work with willing landowners and the state of Maryland to ensure this rural seaside landscape, increasingly rare in the mid-Atlantic region, is protected for both current and future generations of Marylanders.

Sincerely,

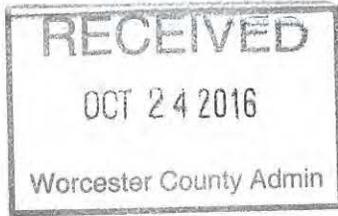
DRAFT

Mark J. Belton
Rural Legacy Board Chairman
Secretary, Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue, C-4
Annapolis, MD 21401

Dear Secretary Belton:

We wish to thank you and the Rural Legacy Board for your recommendation for FY2017 Rural Legacy Program grant funding to Worcester County's Coastal Bays Rural Legacy Area in the amount of \$1,104,326.00. This funding will allow Worcester County to negotiate conservation easement purchases with willing landowners on important farm and forest land in the Chincoteague and lower Pocomoke River watersheds. This area of rich farmland is key to the state's agricultural productivity. The beauty and abundance of natural resources of this area draws tourism revenue. We are happy to work with willing landowners and the state of Maryland to ensure this rural seaside landscape, increasingly rare in the mid-Atlantic region, is protected for both current and future generations of Marylanders.

Sincerely,



11

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: October 24, 2016
RE: Rezoning Case No. 404 - Sun TRS Fort Whaley, LLC

Attached please find the County Commissioners' Findings of Fact and Resolution the staff drafted relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on October 18, 2016. Once the County Commissioners adopt and execute these Findings of Fact and Resolution please forward signed copies to me so that I may notify the appropriate parties.

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

phw
Attachment

IN THE MATTER OF

*

THE REZONING APPLICATION OF

*

REZONING CASE NO. 404

SUN TRS FORT WHALEY, LLC

*

FINDINGS OF FACT

Subsequent to a public hearing held on October 18, 2016 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 404: This case seeks to rezone approximately 28 acres of land (hereinafter referred to as the petitioned area) located on the southerly side of US Route 50 at the easterly side of Dale Road, at the junction of US Route 50 and MD Route 610, from C-2 General Commercial District to A-2 Agricultural District. The petitioned area is shown as part of Parcel 20 on Tax Map 18. Parcel 20 in its entirety totals 72.19 acres. The remainder of Parcel 20 is zoned A-2 Agricultural District. It is currently developed with the Fort Whaley Campground.

Applicant's testimony before the County Commissioners: Hugh Cropper, IV, attorney representing the applicant, began his presentation by stating that the application seeks to rezone approximately 28 acres of land from C-2 General Commercial District to A-2 Agricultural District and that he was basing the request on a claim of mistake in the existing zoning. He stated that he wished to adopt the Planning Commission's findings of fact and recommendation on the case as his presentation and to introduce the file on the rezoning case as Applicant's Exhibit No. 1. Mr. Cropper stated that the subject property, including the petitioned area, was given an A-1 Agricultural District designation when zoning was first adopted in the 1960s and that the petitioned area was rezoned to B-2 General Business District in 1971. Mr. Cropper explained the history of the uses on the site. He noted that the property was developed as a campground and operated as Ocean City Leisure Resorts. It was foreclosed on in 1997. The Parker family, owners of the Frontiertown Campground, purchased the subject property in December 1998 and renovated it as a family campground. Sun TRS bought the property in 2015. Mr. Cropper asserted that the facilities that are located within the commercially zoned area, including the pool, camp store, and the like, although quasi-commercial in nature, can only be utilized by patrons of the campground and in fact are permitted as amenities accessory to the campground. These amenities consequently do not require a commercial zoning classification. He stated that at the time of the 2009 comprehensive rezoning the 72.19 acre subject property in its entirety was operating as a complete rental campground and its uses were compliant with the campground regulations as contained in the A-2 Agricultural District regulations. He asserted that the entire property therefore should have been given an A-2 Agricultural District designation at that time even though there were quasi-commercial uses operating as incidental amenities to the campground, rather than approximately 28 acres being placed in the C-2 General Commercial District because of the quasi-commercial uses. Mr. Cropper contended that it is inappropriate to have such a large area zoned C-2 General Commercial District in this vicinity but the petitioned area is appropriate for the expansion of an existing campground. He maintained that an

expansion from the 210 existing campsites to approximately 300 to 350 campsites would enable economies of scale to come into play, thus enabling the owners to improve the wastewater disposal system serving the campground. Mr. Cropper introduced his witness, R. D. Hand, landscape architect. Upon questioning by Mr. Cropper, Mr. Hand concurred that there is a mistake in the existing zoning of the petitioned area. He stated that the petitioned area is within the Agricultural Land Use Category according to the Comprehensive Plan and the requested A-2 Agricultural District is consequently compatible with that land use category. He maintained that the large tract of commercial zoning on the subject property is inappropriate in this location and that the requested A-2 Agricultural District classification is more desirable in terms of the objectives of the Comprehensive Plan. Mr. Cropper questioned Mr. Hand whether it would be an appropriate use to request a special exception for the expansion of the existing rental campground if the petitioned area is indeed rezoned to A-2 Agricultural District. Mr. Hand responded that the existing campground already has the infrastructure to serve additional campsites and that it would be infill development and thus smart growth to expand an existing campground. He stated that this expansion would enable the improvement of the campground wastewater disposal system and that appropriate approvals for same are already being sought. A zoning map showing the petitioned area and neighboring properties was introduced as Applicant's Exhibit No. 2. Mr. Cropper then closed his presentation.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners find that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.

The County Commissioners' findings regarding population change in the area: The Planning Commission concluded that there has been very little, if any, change to the population of the neighborhood since the comprehensive rezoning of 2009. The County Commissioners find that this is an accurate assessment.

The County Commissioners' findings regarding availability of public facilities: Based upon the Planning Commission's findings, the County Commissioners find that as it pertains to wastewater disposal and the provision of potable water, Robert J. Mitchell, Director of the Department of Environmental Programs, indicated in his response memo attached to the Planning Commission's findings that the subject property is located within the boundaries of the Fort Whaley sewer planning area. He stated that a sewer planning area designation of S-1 for the property to be included in the Fort Whaley sewer area was approved under County Commissioners Resolution 09-06 and is a part of the Master Water and Sewerage Plan and that this was done as a requirement to replace one of the two large onsite sewage systems serving the campground. Mr. Mitchell stated that there have been examinations of varying degrees on the potential to expand the onsite sewage disposal capacity of this property and that while the aforementioned amendment did provide capacity for a proposed reconstruction of one of the existing systems on the subject property, it would only be one part of the two large onsite systems providing the capacity to service a rental campground consisting of no more than 210 campsites. He further related that he expects future investigations and findings on just what, if any, increases to the existing capacity will be permitted and approved by local and state agencies. Mr. Mitchell stated the capacity increase to service more campsites could potentially be realized but solutions must be provided to satisfy both treatment and land application concerns. He stated that providing sufficient answers to regulatory concerns with capacity evaluations and site investigations will fall on the shoulders of the owners of the subject property if it is their intent to proceed with an expansion of the rental campground

should this rezoning be approved. Mr. Mitchell stated that as it stands at present, 210 sites are all that is permitted for the campground at this time. He stated that the owner has received a groundwater discharge permit from the state that includes a timetable for the reconstruction of one of their large onsite sewage systems and construction of a wastewater treatment plant to treat the effluent generated from their operations. Based upon the Planning Commission's findings, the County Commissioners determined that fire and ambulance service will be available from the Berlin Volunteer Fire Department, located approximately ten minutes away. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately thirty minutes away. The petitioned area is within the area served by the following schools: Buckingham Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. In consideration of their review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed rezoning and that the anticipated expansion of the existing campground if the requested rezoning is approved will necessitate that soil capabilities for additional onsite wastewater treatment and disposal be examined and that the proposed system go through the approval process.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the Planning Commission's findings of fact and recommendation, the County Commissioners find that the subject property of which the petitioned area is a part fronts on both US Route 50 and Dale Road but only has direct access to Dale Road. That roadway is County-owned and -maintained and is considered a minor local road. The Comprehensive Plan classifies US Route 50 as a multi-lane divided primary highway/arterial highway. With regard to US Route 50 the Comprehensive Plan states that development should be limited until capacity is no longer impacted and that the amount of commercial zoning along US Route 50 should be reduced to maintain its capacity. The County Commissioners note that in his response memo attached to the Planning Commission's findings of fact Donnie L. Drewer, District Engineer for State Highway Administration District 1, stated that rezoning is a land use issue, which is not under the jurisdiction of the State Highway Administration. He also stated if development of the property is proposed in the future, the SHA may require a Traffic Impact Study to determine potential impacts to the surrounding State roadway network and that future development may also require an access permit to be issued from his office. Mr. Drewer further stated that with the exception of his aforementioned comments, SHA has no objection to a rezoning determination by Worcester County. Frank J. Adkins, Worcester County Roads Superintendent, responded by memo to the Planning Commission that he had no comments relative to this rezoning application. Based upon their review, the County Commissioners find that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony of the applicant's representative, the County Commissioners find that the petitioned area is the site of an existing campground with 210 campsites and conclude that the vicinity surrounding the petitioned area is agricultural and rural in character. The remainder of the property of which the petitioned area is a part is zoned A-2 Agricultural District. The property on the westerly side of Dale Road, opposite the petitioned area, is zoned C-2 General Commercial District. All other adjacent and nearby properties to the south of US Route 50 are zoned A-1 Agricultural District. Sensitive areas along the Pocomoke River are zoned RP

Resource Protection District. Those properties directly abutting MD Route 610 to the north of US Route 50 are zoned C-2 General Commercial District; other properties are zoned A-1 Agricultural District. As did the Planning Commission, the County Commissioners find that the existing quasi-commercial uses on the petitioned area are in fact amenities associated with the campground and permitted by the campground regulations. The requested zoning to A-2 Agricultural District would permit the expansion of the existing campground. The County Commissioners find that this use is compatible with the neighborhood and is a logical expansion of an existing campground use. Based upon their review, the County Commissioners find that the proposed rezoning of the petitioned area from C-2 General Commercial District to A-2 Agricultural District is compatible with existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: Based upon the Planning Commission's findings and the testimony of the applicant's representatives, the County Commissioners find that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agricultural Land Use Category. With regard to the Agricultural Land Use Category, the Comprehensive Plan states that the importance of agriculture to the County cannot be overstated, that its significance is economic, cultural, environmental, and aesthetic, and that agriculture is simply the bedrock of the County's way of life. The Plan goes on to say that the County must do all it can do to preserve farming as a viable industry, that this category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted, that large contiguous areas of productive farms and forest shall be maintained for agricultural uses, and that residential and other conflicting land uses, although permitted, are discouraged. Furthermore, certain pertinent objectives are also cited in the Land Use chapter of the Comprehensive Plan and state that the dominance of agriculture and forestry uses should be continued through the County's less developed regions, that the character of the County's existing population centers should be maintained, that new development should be located in or near existing population centers and within planned growth centers, and that existing population centers should be infilled without overwhelming their existing character. Other objectives state that development should be regulated to minimize consumption of land, while continuing the County's rural and coastal character, that the supply of commercially zoned land should be balanced with anticipated demand of year-round residents and seasonal visitors, that major commercial and all industrial development should be located in areas having adequate arterial road access or near such roads, and that rural development should be limited to uses compatible with agriculture and forestry. Finally, the Planning Commission's findings noted that relative to commercial land supply, the Comprehensive Plan states that based on industry standards for the relationship of commercial land to market size, an excessive amount of commercial zoning exists in Worcester County. Based upon their review the County Commissioners find that the proposed rezoning of the petitioned area from C-2 General Commercial District to A-2 Agricultural District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from C-2 General Commercial District to A-2 Agricultural District. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County

Commissioners find that there is a mistake in the existing zoning of the petitioned area. As detailed in the Planning Commission's findings and the testimony of the applicant's representatives, the County Commissioners find that the vicinity surrounding the petitioned area is rural and agricultural in nature and that it is classified by the Comprehensive Plan as being within the Agricultural Land Use Category. Furthermore, the Comprehensive Plan states that there is an overabundance of commercially zoned land in the County. The County Commissioners concur with the Planning Commission's finding that a commercial zoning classification is not needed on the petitioned area because the existing quasi-commercial uses are actually accessory uses allowed as amenities to the campground. The County Commissioners concur with the applicant's assertion and the Planning Commission's finding that the proposed rezoning would permit what is essentially infill development by allowing the expansion of an existing campground and that this would be an appropriate form of smart growth for the area. Based upon their review and in consideration of their findings, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 404 and thus rezone the petitioned area, shown on Tax Map 18 as Part of Parcel 20, from C-2 General Commercial District to A-2 Agricultural District.

Adopted as of October 18, 2016. Reduced to writing and signed November 1, 2016.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

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

ZONING RECLASSIFICATION RESOLUTION NO. 16-06

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO SECTION ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 18 AS PART OF PARCELS 20 FROM C-2 GENERAL COMMERCIAL DISTRICT TO A-2 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Sun TRS Fort Whaley, LLC, applicant, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of approximately 28 acres of land shown on Tax Map 18 as part of Parcel 20, located on the southerly side of US Route 50 and easterly side of Dale Road, at the junction of US Route 50 and MD Route 610, requesting a change in zoning classification thereof from C-2 General Commercial District to A-2 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the said petition a favorable recommendation during its review on August 4, 2016; and

WHEREAS, subsequent to a public hearing held on October 18, 2016, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners made findings of fact and found that there is a mistake in the existing zoning of the petitioned area and also made findings of fact relative to the other criteria as required by law;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Sun TRS Fort Whaley, LLC, applicant, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 18 as part of Parcel 20 is hereby reclassified from C-2 General Commercial District to A-2 Agricultural District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, October 18, 2016.

EXECUTED this _____ day of _____, 2016.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

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



12

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 26, 2016
SUBJECT: Proposal for Engineering Services
Big Mill Dam Replacement

DIVISIONS

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

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

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

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

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

.....
The Department has received the attached proposal provided by Davis, Bowen, and Friedel, Inc. for design and engineering services as it relates to the replacement of the Big Mill Dam structure/box culvert. Due to recent flooding events there was significant damage to this structure and roadway approaches which has resulted in the closure of Sheephouse Road. Upon investigation design and engineering services will be required to replace/repair this structure.

Davis, Bowen, and Friedel, Inc. have provided bridge and roadway engineering and design services for the County since the mid 80's and have always provided timely and excellent service. Their knowledge of the area as well as State Aid requirements is an advantage which will ensure the County is receiving quality service at an affordable cost. According to the attached letter from Andrew Welch, P.E., Associate of Davis, Bowen, and Friedel, Inc., the cost of engineering services for the design efforts for this bridge replacement is a not to exceed price of \$15,000.00. Funding for this emergency replacement was not anticipated within the approved FY 17 operating budget, however, it is anticipated that State Aid monies will be available to offset 80% of incurred costs for the design and construction efforts to replace the damaged culvert and roadway .In reviewing the attached proposal, it is recommended that DBF be awarded the design contract in an effort to keep this important project moving forward in a timely fashion.

Should you have any questions regarding this matter, I will be happy to discuss them with you.

Attachment

cc: Frank Adkins

October 19, 2016

Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

*Michael R. Wigley, AIA, LEED AP
Randy B. Duplechain, P.E.
Charles R. Woodward, Jr., LS
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Gerald G. Friedel, P.E.*

Attn: Mr. John H. Tustin, P.E., Director

Re: Professional Engineering Services
Big Mill Dam Culvert/Bridge Replacement
DBF #P0085B16.007

Dear Mr. Tustin:

We appreciate the opportunity to submit this proposal for the above referenced project. We propose to render the following services:

1. Survey the existing conditions as required for site design. A reference Bench Mark will be established in the vicinity of the bridge.
2. Prepare plans and specifications adequate for bidding and construction containing the following:
 - a. Site Plan drawing showing existing culvert and new bridge location, approach roadway paving, approach vehicular railing, grading, utilities and erosion/sediment control structures.
 - b. Drawings will include pertinent existing conditions and demolition information.
 - c. Drawings will include details for new steel superstructure, timber pile foundation, steel sheetpile abutments, steel bridge railing and approach vehicular railing. Details shall be provided for repair or replacement of the existing timber spillway/weir.
 - d. Pertinent technical specifications will be included on the plans providing load requirements for the bridge supplier, material specifications, demolition requirements, shop drawing requirements and factors pertinent to construction.
 - e. Bid documents will be prepared including bid form, bonds, general conditions, special conditions and technical specifications.
3. Submit applications for environmental permits including Corps of Engineers, Maryland Department of the Environment, Soil Conservation District, Maryland Coastal Bays and Worcester County Environmental Program Section.

Letter: Mr. John H. Tustin, P.E., Director
Worcester County Dept. of P.W.
October 19, 2016
Page 2

4. Complete the State Highway Administration "Environmental Assessment Form". Submit letters of intent to state agencies including, DNR Wildlife & Heritage Division, DNR Environmental Review Unit, Maryland Historic Trust and U.S. Fish & Wildlife Service.
5. Coordinate project with SHA Federal Aid Liaison.
6. Prepare construction cost estimate.
7. Solicit bids, attend a pre-bid meeting, review bids and make recommendations for award of the contract.
8. Construction phase services are limited to shop drawing review, responding to RFI's and final inspection.

We propose to accomplish the above described work for a fixed fee of \$15,000. Not included in this fee proposal are geotechnical investigation, approach roadway re-design, right-of-way investigation, wetland delineation, wetland mitigation and scour analysis. These and other requested additional services will be provided on an hourly basis utilizing the attached Schedule of Rates No. 46. Terms will be handled in accord with the rate schedule. The proposal is valid for a period of sixty (60) days.

If this proposal is acceptable, please sign both copies and return one to our office. This will serve as our notice to proceed. Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Andrew E. Welch, P.E.
Associate

AEW/jsp
N:\promotional\proposals\2016\P0085B16.007ELH.aew.doc

Enclosure

ACCEPTED BY: _____ DATE: _____

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

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

GENERAL CONDITIONS

INVOICES & PAYMENT

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

TERMINATION OF CONTRACT

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

LIMITATION OF LIABILITY

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

INDEMNIFICATION

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

FORCE MAJEURE

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

CONSTRUCTION PHASE SERVICES

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

OWNERSHIP OF DOCUMENTS

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

USE OF ELECTRONIC MEDIA

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

SUCCESSORS & ASSIGNS

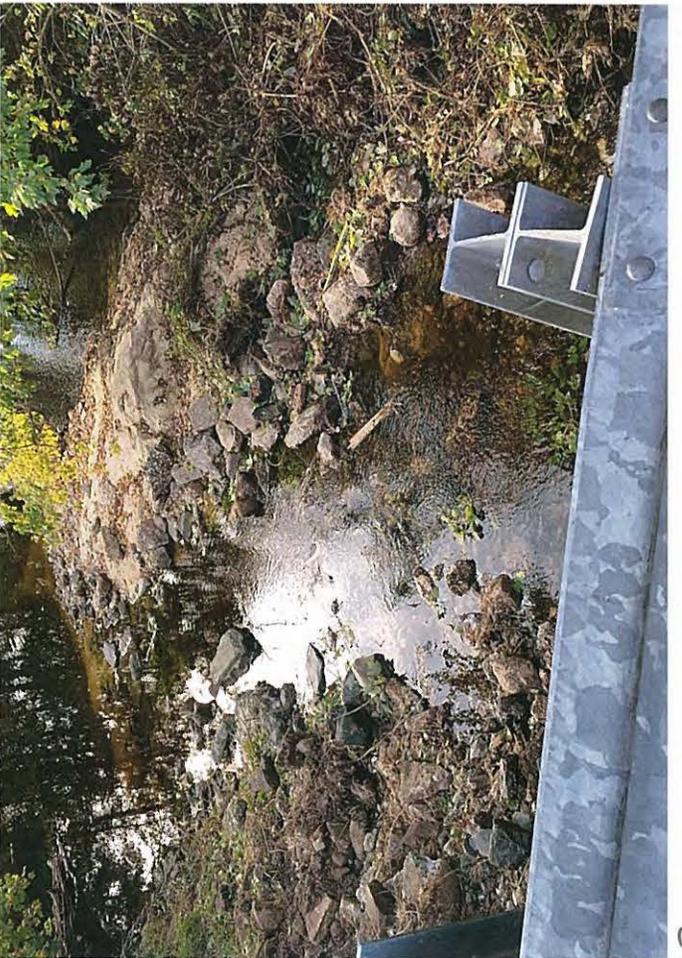
The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet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

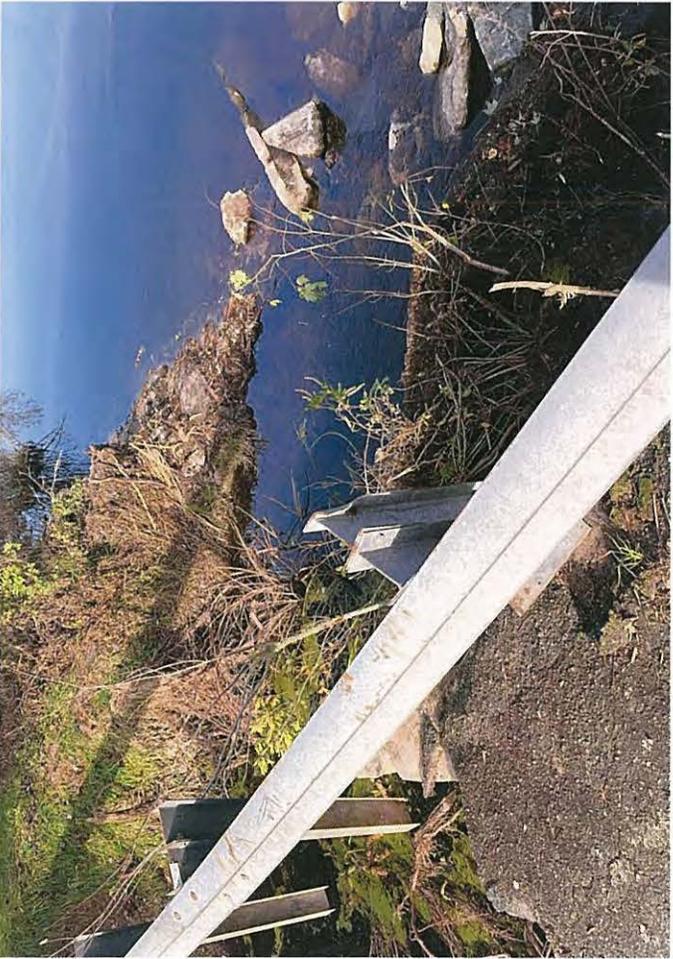
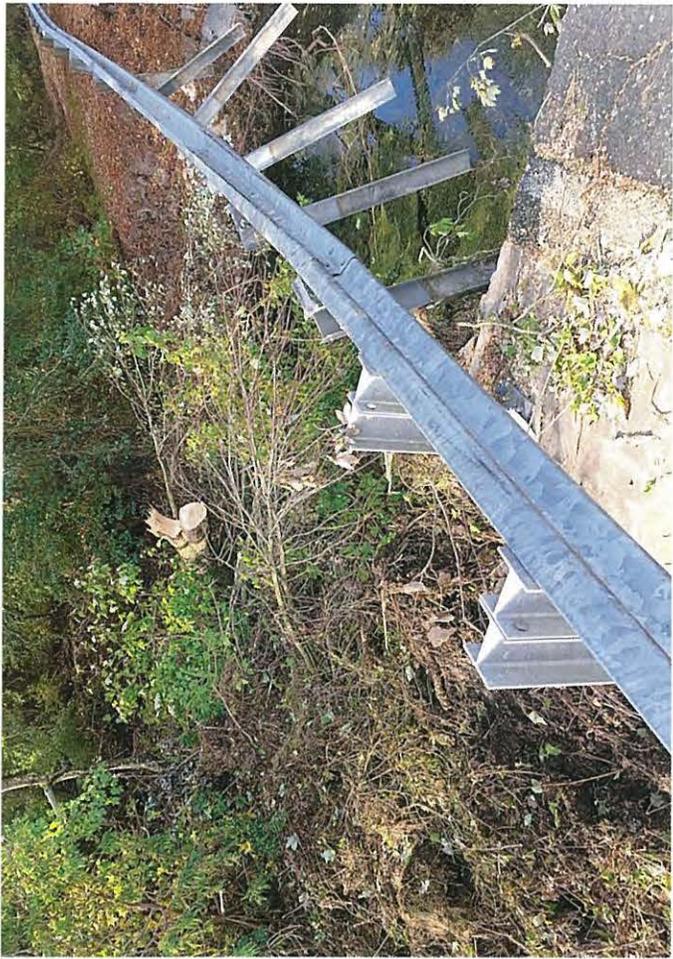
MISCELLANEOUS PROVISIONS

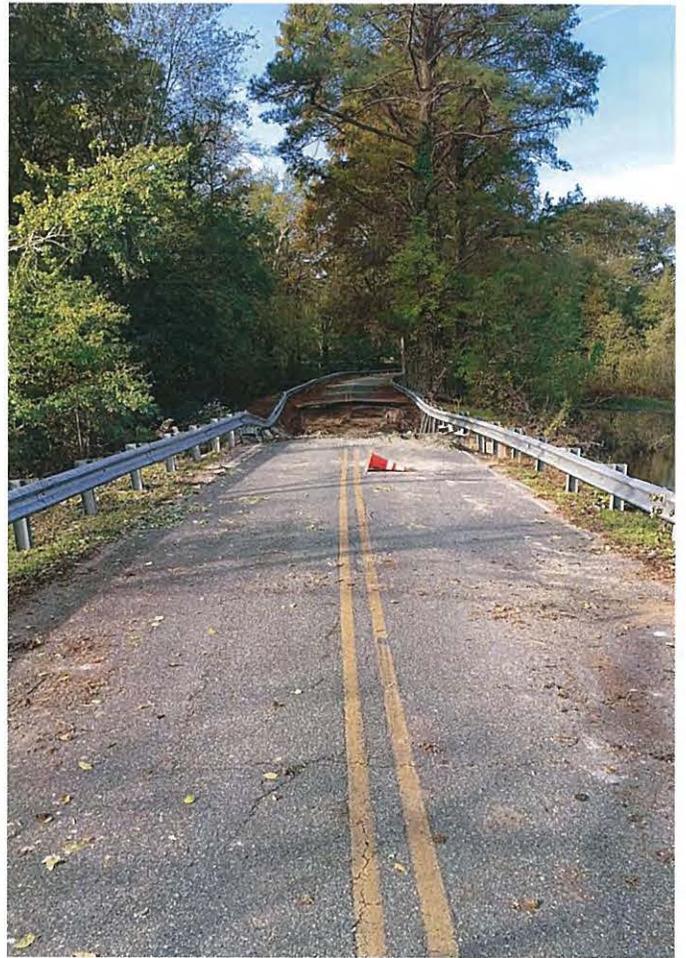
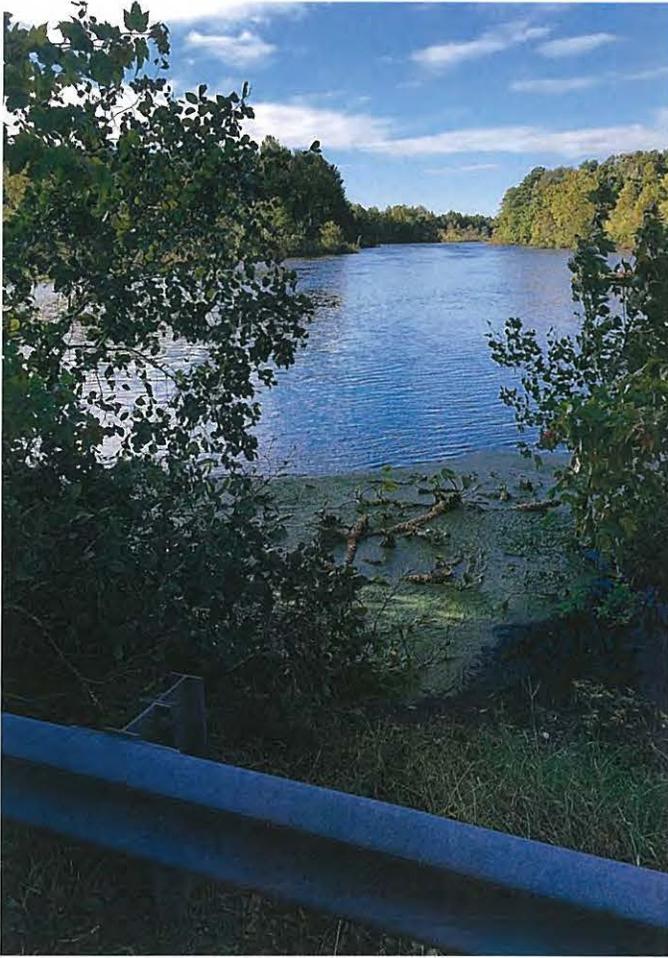
Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions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

REIMBURSABLE EXPENSES

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







13



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

RECEIVED
OCT 25 2016
WORCESTER COUNTY

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: October 25, 2016
SUBJECT: DPW - Maintenance Division Mower Bid – Bid Recommendation

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

DIVISIONS

Attached for your review and approval are four bids received on Monday, October 24, 2016 for the purchase of two Toro zero-turn mowers for the Maintenance Division. Below is a list of the Bidder's and their submitted pricing.

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

VENDOR

Burke Equipment Company - Delmar, DE
Eastern Shore Tractor - Accomac, VA
Atlantic Tractor, LLC - Pocomoke City, MD
Turf Equipment and Supply Company - Jessup, MD

PRICE

15,900.00 _____ 3
15,918.00 _____ 5
16,010.00 _____ 6
16,643.20 _____ 7

Page

Upon reviewing all bids received, and recognizing Burke Equipment as the low bidder, it is our recommendation that Burke Equipment Company of Delmar, DE be awarded the contract to supply the two new mowers as listed in the Bid Specifications at a total lump sum price of \$15,900.00.

Funding, \$17,000.00 (\$8,500 per mower), was approved for this purchase in the FY17 Approved Budget account #100.1201.6110.200.

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

Attachments

cc: Kenneth J. Whited

Competitive Bid Worksheet

Item: Two (2) Zero Turn Mowers for Public Works - Maintenance

Bid Deadline/Opening Date: 1:00 P.M., Monday, October 24, 2016

Bids Received by deadline = 4

Vendor's Submitting Bids

Total Delivered Price

Eastern Shore Tractor
22529 Lankford Highway
Accomac, VA 23301

\$ 15,918⁰⁰

Atlantic Tractor
7321 Ocean Highway
Pocomoke City, MD 21851

\$ 16,010⁰⁰

Turf Equipment and Supply Co. Inc.
8015 Dorsey Run Road
Jessup, MD 20794

\$ 16,643²⁰

Burke Equipment Company
11196 E. Snake Road
Delmar, DE 19940

\$ 15,900⁰⁰

BID FORM

**Worcester County Department of Public Works
Maintenance Division Storage Building**

I/We have reviewed the specifications to supply two (2) new Toro zero-turn mowers to the Worcester County Department of Public Works – Maintenance Division so located at 6113 Timmons Road, Snow Hill, MD 21863. I/We hereby propose to provide the equipment as specified for:

Total Bid Price \$ 7950.00 EA = 15,900.00 For 2

BID MUST BE SIGNED TO BE VALID.

Date: 10/20/16

Signature: Georg P Timmons

Typed Name: George P. Timmons

Title: Sales

Firm: Burke Equipment Co

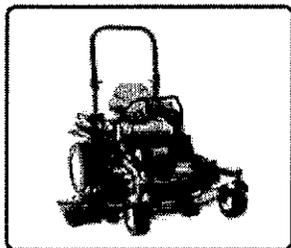
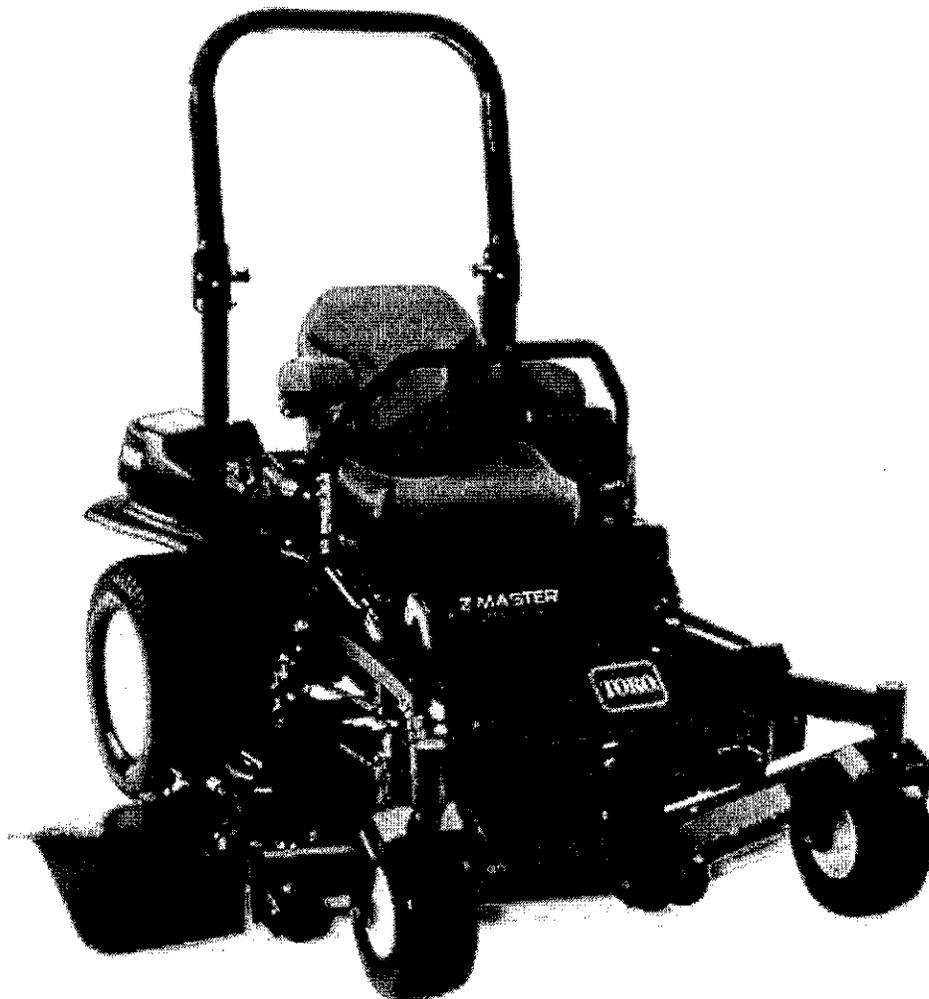
Address: 11196 E Snake Rd
Delmar De 19940

Phone: 302-248-7070

cell 410-430-3388

[Home \(/en\)](#) / [Professional Contractor \(/en/professional-contractor\)](#)
/ [Mowers \(/en/professional-contractor/commercial-mowers\)](#) / 60" (152 cm) 25 HP 747cc (74915)

Professional 5000 Series 60" (152 cm) 25 HP 747cc (74915)



[Read all 2 reviews](#) [Write a review](#)

4

BID FORM

**Worcester County Department of Public Works
Maintenance Division Storage Building**

I/We have reviewed the specifications to supply two (2) new Toro zero-turn mowers to the Worcester County Department of Public Works – Maintenance Division so located at 6113 Timmons Road, Snow Hill, MD 21863. I/We hereby propose to provide the equipment as specified for:

Total Bid Price \$ 15,918.00

BID MUST BE SIGNED TO BE VALID.

Date: October 10, 2016

Signature: 

Typed Name: James Magette

Title: Manager

Firm: Eastern Shore Tractor

Address: 22529 Lankford Highway

Accomac, Virginia 23301

Phone: 757-787-4141

BID FORM

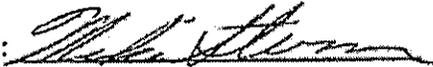
**Worcester County Department of Public Works
Maintenance Division Storage Building**

I/We have reviewed the specifications to supply two (2) new Toro zero-turn mowers to the Worcester County Department of Public Works – Maintenance Division so located at 6113 Timmons Road, Snow Hill, MD 21863. I/We hereby propose to provide the equipment as specified for:

Total Bid Price \$ 16,010.⁰⁰

BID MUST BE SIGNED TO BE VALID.

Date: 10-19-2016

Signature: 

Typed Name: Mike Stevenson

Title: _____

Firm: Atlantic Tractor LLC

Address: 7321 Ocean Highway
Pocomoke City Md. 21851

Phone: 410-957-2727

BID FORM

**Worcester County Department of Public Works
Maintenance Division Storage Building**

I/We have reviewed the specifications to supply two (2) new Toro zero-turn mowers to the Worcester County Department of Public Works – Maintenance Division so located at 6113 Timmons Road, Snow Hill, MD 21863. I/We hereby propose to provide the equipment as specified for:

Total Bid Price \$ 16,643.20

BID MUST BE SIGNED TO BE VALID.

Date: 10/19/2016

Signature: 

Typed Name: Chrissy Hale

Title: Sales Admin Manager

Firm: Turf Equipment and Supply Company

Address: 8015 Dorsey Run Road
Jessup, MD 20794

Phone: 866-641-8686



14

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 25, 2016
SUBJECT: Contract No.: WO635B31, US 113 Phase 3

DIVISIONS

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

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

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

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

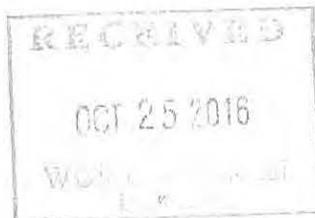
**WATER AND
WASTEWATER**
TEL: 410-641-5251
FAX: 410-641-5185

.....
As requested, I have had the opportunity to review the attached documents from the State Highway Administration, dated October 20, 2016, and provide the following comments.

While the Department of Public Works is well aware of the proposed acquisition of a portion of these three pieces of property, the following comments are only related to the largest piece which will affect our Roads Division. The current entrance for Roads to RT113 will become a right in and right out allowing only Northbound traffic exits. Any Southbound traffic will have to exit via Timmons Road. We have discussed this internally and we will have the ability to make the necessary changes in our operating procedures.

I voice no concerns on the remaining two pieces of property, the Central Site Lane roadbed and the roadway into our Public Works storage facility. We would recommend the County Commissioners approve the document as noted. I am not making any comments on the financial arrangements at this time; only access and property matters.

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



Kelly Shannahan

From: Kelly Shannahan
Sent: Friday, October 21, 2016 4:12 PM
To: John Tustin
Cc: Harold Higgins; Maureen Howarth; Kathy Whited; Ed Tudor
Subject: Proposed Property Acquisitions by SHA for US 113 Project
Attachments: img-X21160456-0001.pdf

JT,

We have received the attached requests from State Highway Administration (SHA) to purchase portions of 3 properties owned by Worcester County for the US 113 Dualization Project between Public Landing Road and Massey Branch, as follows:

- | | |
|---|------------------|
| - Item 109276 – Portion of Public Works/County Roads campus properties - \$30,150 _____ | Page
4 |
| - Item 109255 – South of Cedar Town Road – (Storage Building property?) - \$1,600 _____ | 12 |
| - Item 109789 – Road bed of Central Site Lane - \$1 _____ | 20 |

Please review and submit your written recommendation for consideration by the County Commissioners at their next meeting.

Thanks,

Kelly Shannahan
Assistant Chief Administrative Officer

Worcester County Administration
Room 1103 Government Center
One West Market Street
Snow Hill, MD 21863-1195
410-632-1194
410-632-3131 (fax)



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

Pete K. Rahn, *Secretary*
Gregory C. Johnson, P.E., *Administrator*

October 20, 2016

The County Commissioners of Worcester County
1 West Market Street
Snow Hill, MD 21863

Re: Contract No.: WO635B31
Termini: US 113 Phase 3 From North of Public Landing Road to North of Massey Branch
Branch
Property of: County Commissioners of Worcester County
Item No.: 109276, 109789, and 109255

To Whom It May Concern:

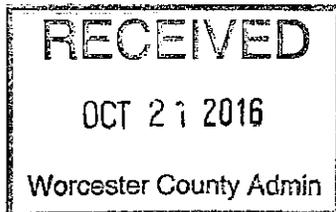
Enclosed is the packet for three of the four properties that SHA is required to purchase from the County Commissioners of Worcester County. The fourth property is being reviewed in our Appraisal Review Division.

Item number 109276: This is the Worcester County Roads Department property located at Timmons Road.

Item number 109255: This is the property that is located south of Cedar Town Road.

Item number 109789: This is the roadbed for the Central Site Lane by the Vocational School.

If you have any questions: please contact me at 410-677-4070. Thank you for your consideration in this matter.



Sincerely,

A handwritten signature in black ink, appearing to read "Doug Sommers".

Doug Sommers
Real Property Manager
District 1- Salisbury

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



Pete K. Rahn, *Secretary*
Gregory C. Johnson, P.E., *Administrator*

Date: 10-20-16

Right-of-Way District 1
660 West Road
Salisbury, MD 21802

Project No.: WO635B31
Project: U.S. 113 From Five Mile Branch Road to North of
MD 365 (Public Landing Road) – Phase IV
Federal Aid Project No.: N/A
Name of Property: County Commissioners of Worcester County
Item No.: 109276 (Worcester County Roads property)

1 West Market Street
Snow Hill, MD 21863

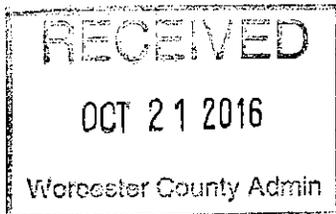
The purpose of this letter is to offer, on behalf of the Maryland State Highway Administration, the sum of:

Thirty Thousand One Hundred Fifty Dollars (\$30,150.00)

for the purchase of the right-of-way, easements and/or other rights necessary in connection with the above-captioned project, as shown on the State Highway Administration's right-of-way plats numbered:

60356 & 60357 (Issued 5-20-16)

Listed below is a summary of the items of payment included in the foregoing monetary offer. This offer is based on the State Highway Administration's review and analysis of an appraisal made by a qualified appraiser. The representative of this office, whose signature appears below as negotiating agent, in addition to delivering this written offer, will explain the acquisition, the proposed construction and the effect upon any adjacent property you may have remaining.



Sincerely,
State Highway Administration
For the Maryland Department of
Transportation

Doug Sommers, Real Property Manager
410-677-4070

My telephone number/toll-free number is 410-841-1000
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Breakdown of Elements of Just Compensation:

Fee:

Parcel 1: 1.821 acres @ \$8,000 per acre \$14,568.00
Parcel 2: 0.049 acres in Timmons Rd. Roadbed- Nominal Value \$1.00

On-Sites:

Macadam: 5,412± SF @ \$2.25/SF (dep.) \$12,177.00
Sign 1 (Depreciated Value in Place) \$180.00
Sign 2 (Depreciated Value in Place) \$700.00
Sign 3 (Depreciated Value in Place) \$500.00
Landscaping (Contributory Value)..... \$2,000.00
Total: \$30,126.00

Rounded:

\$30,150.00

Acknowledge receipt of:

Offer of Compensation ____

Copy of *Your Land and Your Highways* ____

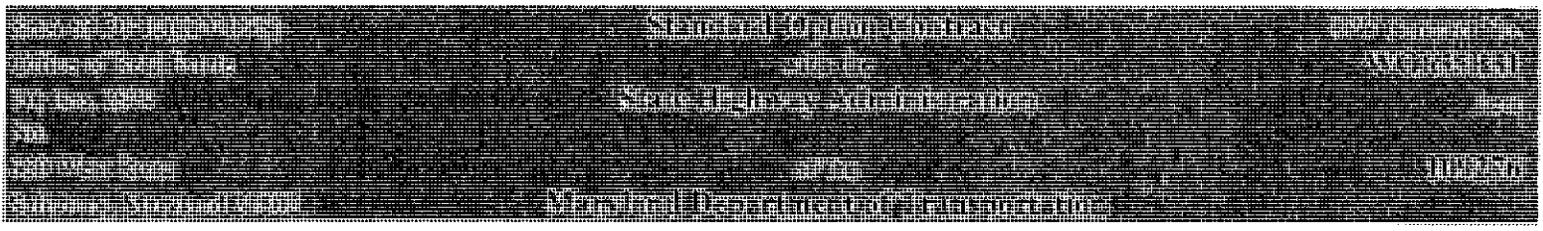
Copy of Appraisal ____

Copy of Right-of-Way Plat ____ (if applicable)

Related construction plans ____ (if applicable)

Copy of *Relocation Assistance – Your Rights and Benefits* ____ (if applicable)

Signature of Owner or Representative _____ Date _____



THIS OPTION, granted this _____ of _____ in the year 2016,

BY:

Name: **County Commissioners of Worcester County**

Address: **5764 Worcester Highway
Snow Hill, MD 21863**

and the Mortgagees, Trustees and/or Lien Holders listed in the PAYEE CLAUSE who will be contacted by the STATE HIGHWAY ADMINISTRATION for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or lienors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

All as the parties of the first part, hereinafter called the GRANTORS, to the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called the GRANTEE.

- A. **WHEREAS**, the said GRANTEE proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Highway System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as Construction Contract No. **WO6355170** for the improvements to **U.S. 113 Dualization – From North of Five Mile Branch Road to North of MD 365 (Public Landing Road)** in Worcester County.
- B. **WITNESSETH**, that in consideration of the mutual benefits, inuring to each of the parties hereto and the covenants and agreements between them, incorporated herein, beneficial to each of the parties to this agreement, the said GRANTORS do hereby give and grant to the GRANTEE, its successors and assigns, the exclusive right and option to purchase for a period of six (6) months from the date hereof, **for the sum of Thirty Thousand One Hundred Fifty Dollars (30,150.00)** all of the following described land, easements, rights, privileges and controls.
- C. **ALL OF THE LAND AND PREMISES**, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's **Plat Numbered 60356 & 60357 (issued 5/20/16)**, all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County.
- D. **EXPRESSWAY OR THROUGH HIGHWAY CONTROLS: TOGETHER** with ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway", to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plat, except by names of such public road connections as are authorized by law.

E. **ON-SITE IMPROVEMENTS:** IT IS FURTHER AGREED that the cash consideration of **\$31,150.00** called for on page one, paragraph 'B' of this contract includes the sum of **\$15,557.00** as payment in full for all trees, shrubs, paving, fencing, flowers, curbing and other on-site improvements that lie within the fee and/or easement areas to be conveyed.*

F. **IT IS FURTHER AGREED** that the deed or deeds or other instruments of conveyance executed by the GRANTORS conveying to the GRANTEE all of the land, premises, easements, rights and privileges described in this option must contain covenants (running with and binding the remaining property of the GRANTORS, and binding the GRANTORS, their heirs, successors and assigns) that will perpetuate all of the rights and privileges agreed to be conveyed to the GRANTEE under the provisions of this option. The terms and conditions of this contract shall survive the execution and delivery of the deed and shall not become merged therein.

G. **IT IS FURTHER AGREED** that the GRANTORS herein do hereby authorize and designate

Name:	Address:
County Commissioners of Worcester County	5764 Worcester Highway Snow Hill, MD 21863

as their specified Agent or the individual Grantor to receive, on their behalf, the official notice of the acceptance of this option by the GRANTEE, said notice to be forwarded by mail to said specified Agent or Grantor. The said GRANTORS do hereby further authorize the GRANTEE, its members, officers, agents or employees to enter in and upon the hereinbefore described premises and proceed with the construction of the said state roads and/or bridge and their appurtenances, immediately upon the mailing by the GRANTEE to said Agent or Grantor, by mail, of the said notice of the acceptance of this option. The taking possession of said land and premises by the GRANTEE, however, shall not be construed as a waiver of any objection to title.

H. **IT IS FURTHER AGREED** that upon acceptance of this option by the GRANTEE, said GRANTORS will, upon demand, convey unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation (or to such person or persons as may be designated by the GRANTEE), by a special warranty deed, or deeds, a good and marketable fee simple title, the same to be delivered to the office of the GRANTEE at Baltimore, Maryland, or to a duly appointed agent acting for the GRANTEE in this particular instance, within thirty (30) days from the date of said demand, to be made in writing within three (3) months from the date of the acceptance of this option; provided that, GRANTORS and GRANTEE further agree each to employ their best efforts to conform with said time periods except, however, that no cause of action shall lie for the failure of such best efforts to so conform. The deed or deeds, and other instruments of conveyance must meet with the approval of the Office of Counsel of the State Highway Administration and shall contain the covenants set forth in this option.

I. **IT IS FURTHER AGREED** that all taxes on the land hereby agreed to be conveyed in fee simple shall be apportioned as of the date the GRANTEE takes possession, or has the right to take possession, or upon the actual transfer of title to the property to the GRANTEE whichever occurs first. For the purpose of this option, said date is considered to be **date of settlement**.

J. **PAYEE CLAUSE:** Payment shall be made for the land and rights herein agreed to be conveyed, upon receipt of the approvals mentioned in this option, by check, from the Treasurer of the State of Maryland, said checks, except as herein otherwise provided, to be made payable to County Commissioners of Worcester County, and their successors, heirs, and assigns.

K. **IT IS FURTHER AGREED** that the contents of this option and the acceptance thereof, comprise the entire contract and that no verbal representations made before or after the signing hereof, anything not herein written, shall vary the terms of this option, and that the payment of **\$31,150.00** by the GRANTEE shall constitute full and final payment for the acquisition of the property described in this option, and any damages to the remainder thereof, if any. Relocation Assistance payments and services if any, are in addition to, and are not included, as any part of this option contract.

IN WITNESS WHEREOF THE GRANTOR(s) have hereunto set their hands and seals.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS/ATTEST

Madison J. Bunting, Jr. - President (SEAL)

WITNESS/ATTEST

Merrill W. Lockfaw, Jr. - Vice President (SEAL)

WITNESS/ATTEST

Diana Purnell (SEAL)

WITNESS/ATTEST

Anthony W. Bertino, Jr. (SEAL)

WITNESS/ATTEST

James C. Church (SEAL)

WITNESS/ATTEST

Theodore J. Elder (SEAL)

WITNESS/ATTEST

Joseph M. Mitrecic (SEAL)

STATE OF

COUNTY OF

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF _____,
in and for _____ County

personally appeared _____ and each
severally acknowledged t(SEAL)he foregoing option to be *his *her or *their respective act, or *to be the act of
the said body corporate. (Note - *Strike out the words not applicable).

AS WITNESS MY HAND AND NOTARY SEAL, this _____ of _____ in the year 2016

NOTARY PUBLIC _____

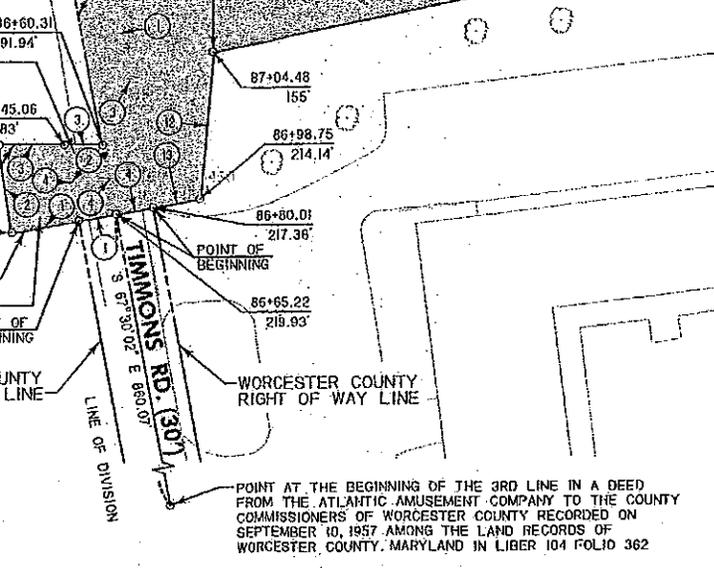
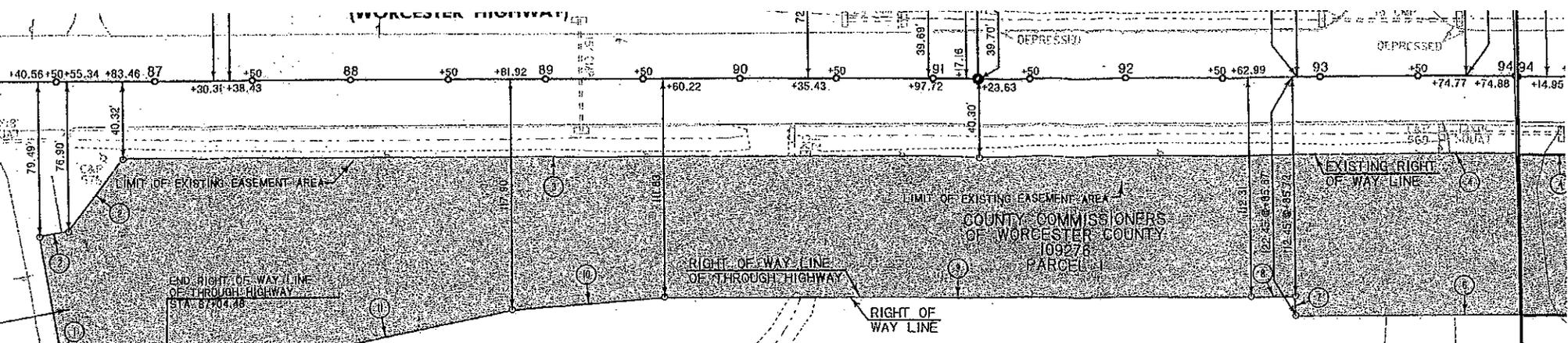
NOTARY SEAL

My Commission expires _____

The foregoing option is hereby accepted this _____ of _____ in the year 2016.

STATE HIGHWAY ADMINISTRATION
of the
DEPARTMENT OF TRANSPORTATION OF MARYLAND

by: _____



COUNTY COMMISSIONERS OF WORCESTER COUNTY 109276

COUNTY COMMISSIONERS OF WORCESTER COUNTY 109276 - PARCEL 2	
REC'D	FOLIO
LIBER	FOLIO
1	N 67°30'02" W 142.58'
2	N 22°29'40" E 15.01'
3	S 67°30'02" E 142.63'
4	S 22°40'17" W 15.01'
FEE SIMPLE AREA 2,140 SQ. FT. OR 0.049 ACRES± SHOWN THUS: [Hatched Box]	

COUNTY COMMISSIONERS OF WORCESTER COUNTY 109276 - PARCEL 1			
REC'D	FOLIO		
LIBER	FOLIO		
1	N 67°30'02" W 142.63'	7	N 57°38'11" W 10.00'
2	N 19°58'50" W 46.14'	8	R = 12160.00' L=22.84'
3	N 32°27'32" E 440.17'		CHD. S 32°25'03" W 22.84'
4	R = 22958.32' L=491.14'	9	S 32°28'16" W 303.45'
	CHD. N 31°50'46" E 491.13'	10	S 28°01'26" W 78.54'
5	S 53°43'54" E 82.18'	11	S 20°39'06" W 181.27'
6	R = 12170.00' L=322.79'	12	S 52°00'16" E 59.42'
	CHD. S 31°36'13" W 322.78'	13	S 22°40'17" W 19.02'
FEE SIMPLE AREA 79,313 SQ. FT. OR 1.821 ACRES± SHOWN THUS: [Hatched Box]			

COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO THE SYSTEM OF COORDINATES ESTABLISHED BY THE MARYLAND COORDINATE SYSTEM (NAD83(1991)) AND ARE BASED ON THE FOLLOWING STATE HIGHWAY ADMINISTRATION, PLATS AND SURVEYS DIVISION CONTROL STATIONS:				
DESIGNATION	NORTH	EAST	BOOK/PAGE	POINT DESCRIPTION
113-9A	196310.455	1780675.469	24161/32	REBAR & CAP
113-10	196679.838	1780819.904	25010/15	REBAR & CAP

STATE OF
DEPARTMENT OF
STATE HIGHWAY
STATE ROAD

IF THIS RIGHT OF WAY IS FOR A CONTROLLED ACCESS ARTERIAL HIGHWAY ACCESS, EITHER VEHICULAR, PEDESTRIAN, OR ANIMAL WILL BE PERMITTED ON THE LINE DESIGNATED "RIGHT OF WAY LINE OF THROUGH HIGHWAY" EXCEPT BY SUCH PUBLIC ROAD CONNECTIONS AS ARE AUTHORIZED BY LAW.
RECORD OFFICE 20
BY CHAIRMAN 20

BOOKS	REVISIONS	PART OF PLATS
12372 (TOPO)		905 (REV. 12/18/51)
14257 (TOPO)		9052
14258 (TOPO)		43505
16697 (TRAV)		45389
17542 (TOPO)		
21403 (M&B)		
21715 (M&B)		
21716 (M&B)		
24161 (CONTROL)		
25010 (CONTROL)		

LOCATED IN	WORCESTER COUNTY
PREPARED BY	WALLACE MONTGOMERY PLAT ENGINEER
CONSTRUCTION PROJECT:	US 113 FROM MD 365 TO FIVE MILE BRANCH ROAD
CONSTRUCTION PROJECT NO:	W06355170

RIGHT OF WAY PROJECT : US OF
RIGHT OF WAY PROJECT NO.
FEDERAL AID PROJECT NO.
ISSUED May 20 2016
Barry C. Smith
CHIEF, PLATS AND SURVEYS DIVISION

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



Pete K. Rahn, *Secretary*
Gregory C. Johnson, P.E., *Administrator*

Date: 10-20-16

Right-of-Way District 1
660 West Road
Salisbury, MD 21802

Project No.: WO635B31
Project: U.S. 113 From Five Mile Branch Road to North of
MD 365 (Public Landing Road) – Phase IV
Federal Aid Project No.: N/A
Name of Property: County Commissioners of Worcester County
Item No.: 109255 (south of CedarTown Road)

1 West Market Street
Snow Hill, MD 21863

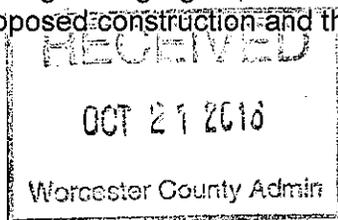
The purpose of this letter is to offer, on behalf of the Maryland State Highway Administration, the sum of:

One Thousand Six Hundred Dollars (\$1,600.00)

for the purchase of the right-of-way, easements and/or other rights necessary in connection with the above-captioned project, as shown on the State Highway Administration's right-of-way plat numbered:

60362 (Issued 5-20-16)

Listed below is a summary of the items of payment included in the foregoing monetary offer. This offer is based on the State Highway Administration's review and analysis of an appraisal made by a qualified appraiser. The representative of this office, whose signature appears below as negotiating agent, in addition to delivering this written offer, will explain the acquisition, the proposed construction and the effect upon any adjacent property you may have remaining.



Sincerely,
State Highway Administration
For the Maryland Department of
Transportation

Doug Sommers, Real Property Manager
410-677-4070

My telephone number/toll-free number is 410-841-1000
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.roads.maryland.gov

Breakdown of Elements of Just Compensation:

Fee:

*3.1% of a \$47,000 lot.....\$1,457.00

*(0.062 acres + 2.00 acres= 3.1%)

On-Sites (Fee):

Gravel Driveway: 244± SF @ \$0.94/SF x 50% depreciation.....\$115.00

Total: \$1,572.00

Rounded: \$1,600.00

Acknowledge receipt of:

Offer of Compensation _____

Copy of *Your Land and Your Highways* _____

Copy of Appraisal _____

Copy of Right-of-Way Plat _____ (if applicable)

Related construction plans _____ (if applicable)

Copy of *Relocation Assistance – Your Rights and Benefits* _____ (if applicable)

Signature of Owner or Representative _____ Date _____



THIS OPTION, granted this _____ of _____ in the year 2016,

BY:

Name: County Commissioners of Worcester County

Address: 6270 Worcester Highway
Newark, MD 21841

and the Mortgagees, Trustees and/or Lien Holders listed in the PAYEE CLAUSE who will be contacted by the STATE HIGHWAY ANDMINISTRATION for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or lienors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

All as the parties of the first part, hereinafter called the GRANTORS, to the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called the GRANTEE.

- A. **WHEREAS**, the said GRANTEE proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Highway System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as Construction Contract No. **WO6355170** for the improvements to **U.S. 113 Dualization – From North of Five Mile Branch Road to North of MD 365 (Public Landing Road)** in Worcester County.
- B. **WITNESSETH**, that in consideration of the mutual benefits, inuring to each of the parties hereto and the covenants and agreements between them, incorporated herein, beneficial to each of the parties to this agreement, the said GRANTORS do hereby give and grant to the GRANTEE, its successors and assigns, the exclusive right and option to purchase for a period of six (6) months from the date hereof, **for the sum of One Thousand Six Hundred Dollars (1,600.00)** all of the following described land, easements, rights, privileges and controls.
- C. **ALL OF THE LAND AND PREMISES**, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's **Plat Numbered 60362 (issued 5/20/16)**, all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County.
- D. **EXPRESSWAY OR THROUGH HIGHWAY CONTROLS: TOGETHER** with ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway", to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plat, except by names of such public road connections as are authorized by law.

E. **ON-SITE IMPROVEMENTS:** IT IS FURTHER AGREED that the cash consideration of \$1,600.00 called for on page one, paragraph 'B' of this contract includes the sum of \$115.00 as payment in full for all trees, shrubs, paving, fencing, flowers, curbing and other on-site improvements that lie within the fee and/or easement areas to be conveyed.*

F. **IT IS FURTHER AGREED** that the deed or deeds or other instruments of conveyance executed by the GRANTORS conveying to the GRANTEE all of the land, premises, easements, rights and privileges described in this option must contain covenants (running with and binding the remaining property of the GRANTORS, and binding the GRANTORS, their heirs, successors and assigns) that will perpetuate all of the rights and privileges agreed to be conveyed to the GRANTEE under the provisions of this option. The terms and conditions of this contract shall survive the execution and delivery of the deed and shall not become merged therein.

G. **IT IS FURTHER AGREED** that the GRANTORS herein do hereby authorize and designate

Name:	Address:
County Commissioners of Worcester County	6270 Worcester Highway Newark, MD 21841

as their specified Agent or the individual Grantor to receive, on their behalf, the official notice of the acceptance of this option by the GRANTEE, said notice to be forwarded by mail to said specified Agent or Grantor. The said GRANTORS do hereby further authorize the GRANTEE, its members, officers, agents or employees to enter in and upon the hereinbefore described premises and proceed with the construction of the said state roads and/or bridge and their appurtenances, immediately upon the mailing by the GRANTEE to said Agent or Grantor, by mail, of the said notice of the acceptance of this option. The taking possession of said land and premises by the GRANTEE, however, shall not be construed as a waiver of any objection to title.

H. **IT IS FURTHER AGREED** that upon acceptance of this option by the GRANTEE, said GRANTORS will, upon demand, convey unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation (or to such person or persons as may be designated by the GRANTEE), by a special warranty deed, or deeds, a good and marketable fee simple title, the same to be delivered to the office of the GRANTEE at Baltimore, Maryland, or to a duly appointed agent acting for the GRANTEE in this particular instance, within thirty (30) days from the date of said demand, to be made in writing within three (3) months from the date of the acceptance of this option; provided that, GRANTORS and GRANTEE further agree each to employ their best efforts to conform with said time periods except, however, that no cause of action shall lie for the failure of such best efforts to so conform. The deed or deeds, and other instruments of conveyance must meet with the approval of the Office of Counsel of the State Highway Administration and shall contain the covenants set forth in this option.

I. **IT IS FURTHER AGREED** that all taxes on the land hereby agreed to be conveyed in fee simple shall be apportioned as of the date the GRANTEE takes possession, or has the right to take possession, or upon the actual transfer of title to the property to the GRANTEE whichever occurs first. For the purpose of this option, said date is considered to be **date of settlement**.

J. **PAYEE CLAUSE:** Payment shall be made for the land and rights herein agreed to be conveyed, upon receipt of the approvals mentioned in this option, by check, from the Treasurer of the State of Maryland, said checks, except as herein otherwise provided, to be made payable to County Commissioners of Worcester County, and their successors, heirs, and assigns.

K. **IT IS FURTHER AGREED** that the contents of this option and the acceptance thereof, comprise the entire contract and that no verbal representations made before or after the signing hereof, anything not herein written, shall vary the terms of this option, and that the payment of **\$1,600.00** by the GRANTEE shall constitute full and final payment for the acquisition of the property described in this option, and any damages to the remainder thereof, if any. Relocation Assistance payments and services if any, are in addition to, and are not included, as any part of this option contract.

IN WITNESS WHEREOF THE GRANTOR(s) have hereunto set their hands and seals.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS/ATTEST

Madison J. Bunting, Jr. - President (SEAL)

WITNESS/ATTEST

Merrill W. Lockfaw, Jr. - Vice President (SEAL)

WITNESS/ATTEST

Diana Purnell (SEAL)

WITNESS/ATTEST

Anthony W. Bertino, Jr. (SEAL)

WITNESS/ATTEST

James C. Church (SEAL)

WITNESS/ATTEST

Theodore J. Elder (SEAL)

WITNESS/ATTEST

Joseph M. Mitrecic (SEAL)

STATE OF

COUNTY OF

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF _____,
in and for _____ County

personally appeared _____ and each
severally acknowledged t(SEAL)he foregoing option to be *his *her or *their respective act, or *to be the act of
the said body corporate. (Note - *Strike out the words not applicable).

AS WITNESS MY HAND AND NOTARY SEAL, this _____ of _____ in the year 2016

NOTARY PUBLIC _____

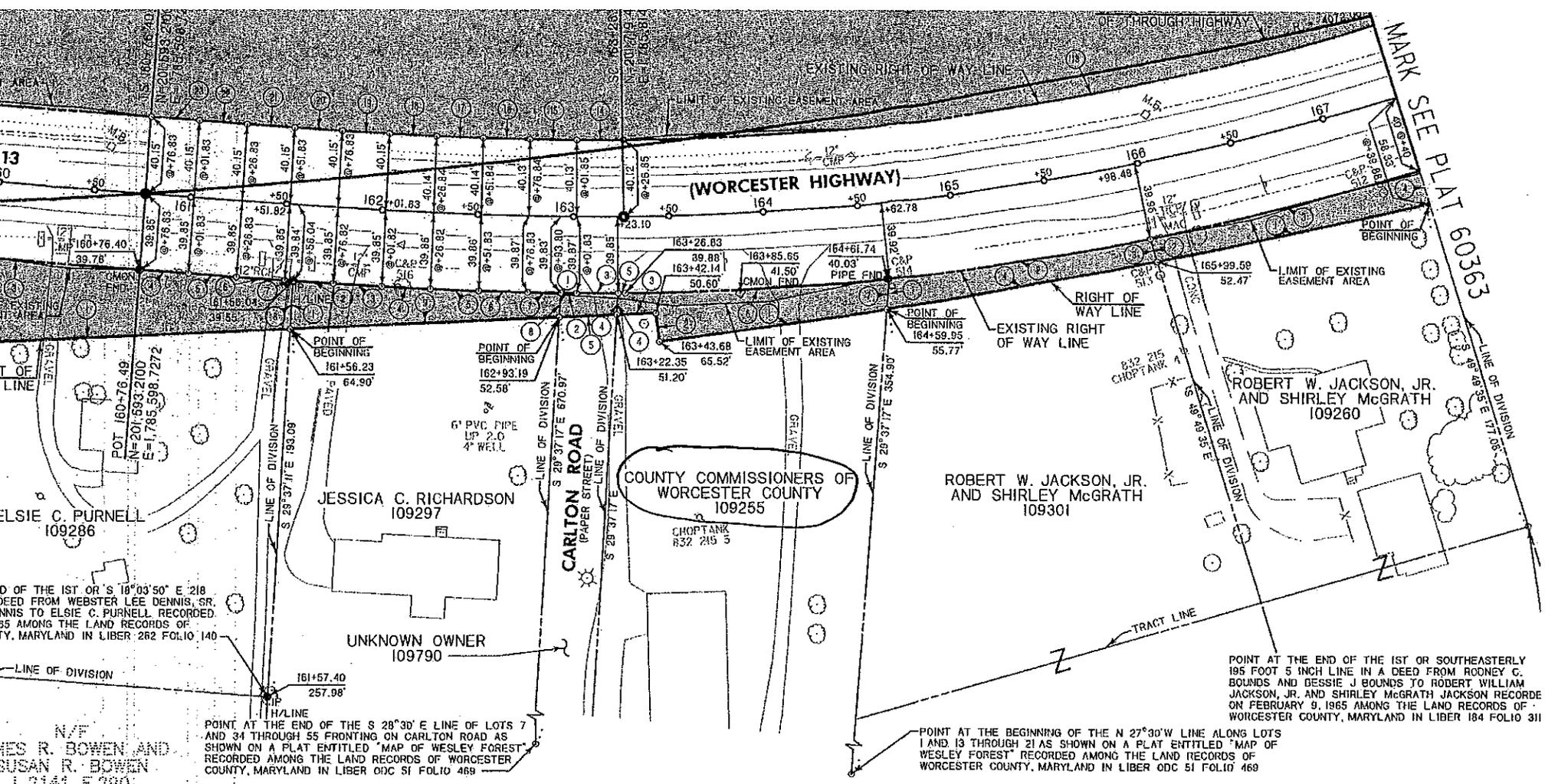
NOTARY SEAL

My Commission expires _____

The foregoing option is hereby accepted this _____ of _____ in the year 2016.

STATE HIGHWAY ADMINISTRATION
of the
DEPARTMENT OF TRANSPORTATION OF MARYLAND

by: _____



D OF THE 1ST OR S 18°03'50" E 218
FEED FROM WEBSTER LEE DENNIS, SR.
NNIS TO ELSIE C. PURNELL RECORDED
35 AMONG THE LAND RECORDS OF
TY, MARYLAND IN LIBER 262 FOLIO 140

N/F
RES R. BOWEN AND
NUSAN R. BOWEN
L2141 F.280

POINT AT THE END OF THE S 28°30' E LINE OF LOTS 7
AND 34 THROUGH 55 FRONTING ON CARLTON ROAD AS
SHOWN ON A PLAT ENTITLED "MAP OF WESLEY FOREST"
RECORDED AMONG THE LAND RECORDS OF WORCESTER
COUNTY, MARYLAND IN LIBER ODC 51 FOLIO 469

COORDINATES AND BEARINGS SHOWN HEREON ARE REFERENCED TO THE SYSTEM OF COORDINATES ESTABLISHED BY THE MARYLAND COORDINATE SYSTEM NAD83(1991) AND ARE BASED ON THE FOLLOWING STATE HIGHWAY ADMINISTRATION PLATS AND SURVEYS

DESIGNATION	NORTH	EAST	BOOK/PAGE	POINT DESCRIPTION
113-10	196679.838	1780919.904	25010/15	REBAR & CAP
113-16	205451.394	1788119.134	24161/32	REBAR & CAP

BOOKS	REVISIONS	PART OF PLATS	LOCATED IN
12372(TOP)		9056	WORCESTER COUNTY
14257(TOP)		9057	
14258(TOP)		9058	
1697(TRAV)			
24161(CONT)			
25010(CONT)			

PREPARED BY WALLACE MONTGOMERY
PLAT ENGINEER

CONSTRUCTION PROJECT: US 113 FROM MD 365 TO FIVE MILE BRANCH ROAD

CONSTRUCTION PROJECT NO: W06355170

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
STATE ROADS COMMISSION

RIGHT OF WAY PROJECT: US 113 FROM FIVE MILE BRANCH ROAD TO FIVE MILE BRANCH ROAD OF MD 365 (PUBLIC LANDING FROM MD 365)

RIGHT OF WAY PROJECT NO. W0635170

FEDERAL AID PROJECT NO. _____

ISSUED May 20, 2016
Barry C. Smith
CHIEF, PLATS AND SURVEYS DIVISION

SCALE: 1" = 100'

PLAT No. 60

FOR A CONTROLLED ACCESS ARTERIAL HIGHWAY
PEDESTRIAN, OR ANIMAL WILL BE PERMITTED
T OF WAY LINE OF THROUGH HIGHWAY EXCEPT BY
CTIONS AS ARE AUTHORIZED BY LAW.

61

20

20

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



Pete K. Rahn, *Secretary*
Gregory C. Johnson, P.E., *Administrator*

Date: 10-20-16

Right-of-Way District 1
660 West Road
Salisbury, MD 21802

Project No.: WO635B31
Project: U.S. 113 From Five Mile Branch Road to North of
MD 365 (Public Landing Road) – Phase IV
Federal Aid Project No.: N/A
Name of Property: County Commissioners of Worcester County
Item No.: 109789 (Central site Lane)

1 West Market Street
Snow Hill, MD 21863

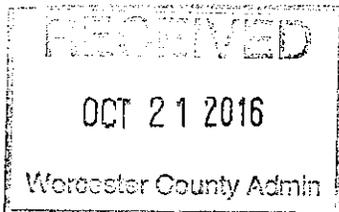
The purpose of this letter is to offer, on behalf of the Maryland State Highway Administration, the sum of:

One Dollars (\$1.00)

for the purchase of the right-of-way, easements and/or other rights necessary in connection with the above-captioned project, as shown on the State Highway Administration's right-of-way plat numbered:

60368 (Issued 5-20-16)

Listed below is a summary of the items of payment included in the foregoing monetary offer. This offer is based on the State Highway Administration's review and analysis of an appraisal made by a qualified appraiser. The representative of this office, whose signature appears below as negotiating agent, in addition to delivering this written offer, will explain the acquisition, the proposed construction and the effect upon any adjacent property you may have remaining.



Sincerely,
State Highway Administration
For the Maryland Department of
Transportation

Doug Sommers, Real Property Manager
410-677-4070

My telephone number/toll-free number is 410-841-1000
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.roads.maryland.gov

Breakdown of Elements of Just Compensation:

Fee:
0.468 acres\$1.00

Rounded: \$1.00

Acknowledge receipt of:

Offer of Compensation ____

Copy of *Your Land and Your Highways* ____

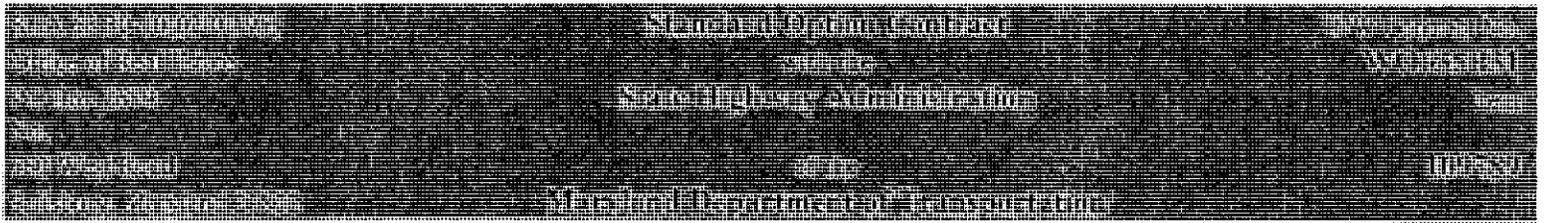
Copy of Appraisal ____

Copy of Right-of-Way Plat ____ (if applicable)

Related construction plans ____ (if applicable)

Copy of *Relocation Assistance – Your Rights and Benefits* ____ (if applicable)

Signature of Owner or Representative _____ Date _____



THIS OPTION, granted this _____ of _____ in the year 2016,

BY:
Name: **County Commissioners of Worcester County** Address: **Worcester Highway
Newark, MD 21841**

and the Mortgagees, Trustees and/or Lien Holders listed in the PAYEE CLAUSE who will be contacted by the STATE HIGHWAY ANDMINISTRATION for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or lienors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

All as the parties of the first part, hereinafter called the GRANTORS, to the STATE HIGHWAY ADMINISTRATION of the DEPARTMENT OF TRANSPORTATION, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called the GRANTEE.

A. **WHEREAS**, the said GRANTEE proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Highway System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as Construction Contract No. **WO6355170** for the improvements to **U.S. 113 Dualization – From North of Five Mile Branch Road to North of MD 365 (Public Landing Road)** in Worcester County.

B. **WITNESSETH**, that in consideration of the mutual benefits, inuring to each of the parties hereto and the covenants and agreements between them, incorporated herein, beneficial to each of the parties to this agreement, the said GRANTORS do hereby give and grant to the GRANTEE, its successors and assigns, the exclusive right and option to purchase for a period of six (6) months from the date hereof, **for the sum of One Dollars (1.00)** all of the following described land, easements, rights, privileges and controls.

C. **ALL OF THE LAND AND PREMISES**, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line", as shown and/or indicated, on State Highway Administration's **Plat Numbered 60368 (issued 5/20/16)**, all of which plats are made a part hereof, and which are duly recorded, or intended to be recorded among the Land Records of the aforesaid County.

D. **EXPRESSWAY OR THROUGH HIGHWAY CONTROLS: TOGETHER** with ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns, of any means whatsoever of ingress or egress between the THROUGH HIGHWAY and their remaining property across the lines which are designated "Right of Way Line of Through Highway", to the end that there never will be any vehicular, pedestrian and/or animal access to or from said Through Highway and their remaining property across those lines which are so marked on the above mentioned plat, except by names of such public road connections as are authorized by law.

- E. **IT IS FURTHER AGREED** that the deed or deeds or other instruments of conveyance executed by the GRANTORS conveying to the GRANTEE all of the land, premises, easements, rights and privileges described in this option must contain covenants (running with and binding the remaining property of the GRANTORS, and binding the GRANTORS, their heirs, successors and assigns) that will perpetuate all of the rights and privileges agreed to be conveyed to the GRANTEE under the provisions of this option. The terms and conditions of this contract shall survive the execution and delivery of the deed and shall not become merged therein.
- F. **IT IS FURTHER AGREED** that the GRANTORS herein do hereby authorize and designate

Name:	Address:
County Commissioners of Worcester County	Worcester Highway Newark, MD 21841

as their specified Agent or the individual Grantor to receive, on their behalf, the official notice of the acceptance of this option by the GRANTEE, said notice to be forwarded by mail to said specified Agent or Grantor. The said GRANTORS do hereby further authorize the GRANTEE, its members, officers, agents or employees to enter in and upon the hereinbefore described premises and proceed with the construction of the said state roads and/or bridge and their appurtenances, immediately upon the mailing by the GRANTEE to said Agent or Grantor, by mail, of the said notice of the acceptance of this option. The taking possession of said land and premises by the GRANTEE, however, shall not be construed as a waiver of any objection to title.

- G. **IT IS FURTHER AGREED** that upon acceptance of this option by the GRANTEE, said GRANTORS will, upon demand, convey unto the State of Maryland, to the use of the State Highway Administration of the Department of Transportation (or to such person or persons as may be designated by the GRANTEE), by a special warranty deed, or deeds, a good and marketable fee simple title, the same to be delivered to the office of the GRANTEE at Baltimore, Maryland, or to a duly appointed agent acting for the GRANTEE in this particular instance, within thirty (30) days from the date of said demand, to be made in writing within three (3) months from the date of the acceptance of this option; provided that, GRANTORS and GRANTEE further agree each to employ their best efforts to conform with said time periods except, however, that no cause of action shall lie for the failure of such best efforts to so conform. The deed or deeds, and other instruments of conveyance must meet with the approval of the Office of Counsel of the State Highway Administration and shall contain the covenants set forth in this option.
- H. **IT IS FURTHER AGREED** that all taxes on the land hereby agreed to be conveyed in fee simple shall be apportioned as of the date the GRANTEE takes possession, or has the right to take possession, or upon the actual transfer of title to the property to the GRANTEE whichever occurs first. For the purpose of this option, said date is considered to be **date of settlement**.
- I. **PAYEE CLAUSE:** Payment shall be made for the land and rights herein agreed to be conveyed, upon receipt of the approvals mentioned in this option, by check, from the Treasurer of the State of Maryland, said checks, except as herein otherwise provided, to be made payable to County Commissioners of Worcester County, and their successors, heirs, and assigns.
- J. **IT IS FURTHER AGREED** that the contents of this option and the acceptance thereof, comprise the entire contract and that no verbal representations made before or after the signing hereof, anything not herein written, shall vary the terms of this option, and that the payment of \$1.00 by the GRANTEE shall constitute full and final payment for the acquisition of the property described in this option, and any damages to the remainder thereof, if any. Relocation Assistance payments and services if any, are in addition to, and are not included, as any part of this option contract.

**IN WITNESS WHEREOF THE GRANTOR(s) have hereunto set their hands and seals.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

WITNESS/ATTEST

Madison J. Bunting, Jr. - President (SEAL)

WITNESS/ATTEST

Merrill W. Lockfaw, Jr. - Vice President (SEAL)

WITNESS/ATTEST

Diana Purnell (SEAL)

WITNESS/ATTEST

Anthony W. Bertino, Jr. (SEAL)

WITNESS/ATTEST

James C. Church (SEAL)

WITNESS/ATTEST

Theodore J. Elder (SEAL)

WITNESS/ATTEST

Joseph M. Mitrecic (SEAL)

STATE OF

COUNTY OF

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF _____, in and for _____ County

personally appeared _____ and each severally acknowledged t(SEAL)he foregoing option to be *his *her or *their respective act, or *to be the act of the said body corporate. (Note - *Strike out the words not applicable).

AS WITNESS MY HAND AND NOTARY SEAL, this _____ of _____ in the year 2016

NOTARY PUBLIC _____

NOTARY SEAL

My Commission expires _____

The foregoing option is hereby accepted this _____ of _____ in the year 2016.

STATE HIGHWAY ADMINISTRATION
of the
DEPARTMENT OF TRANSPORTATION OF MARYLAND

by: _____

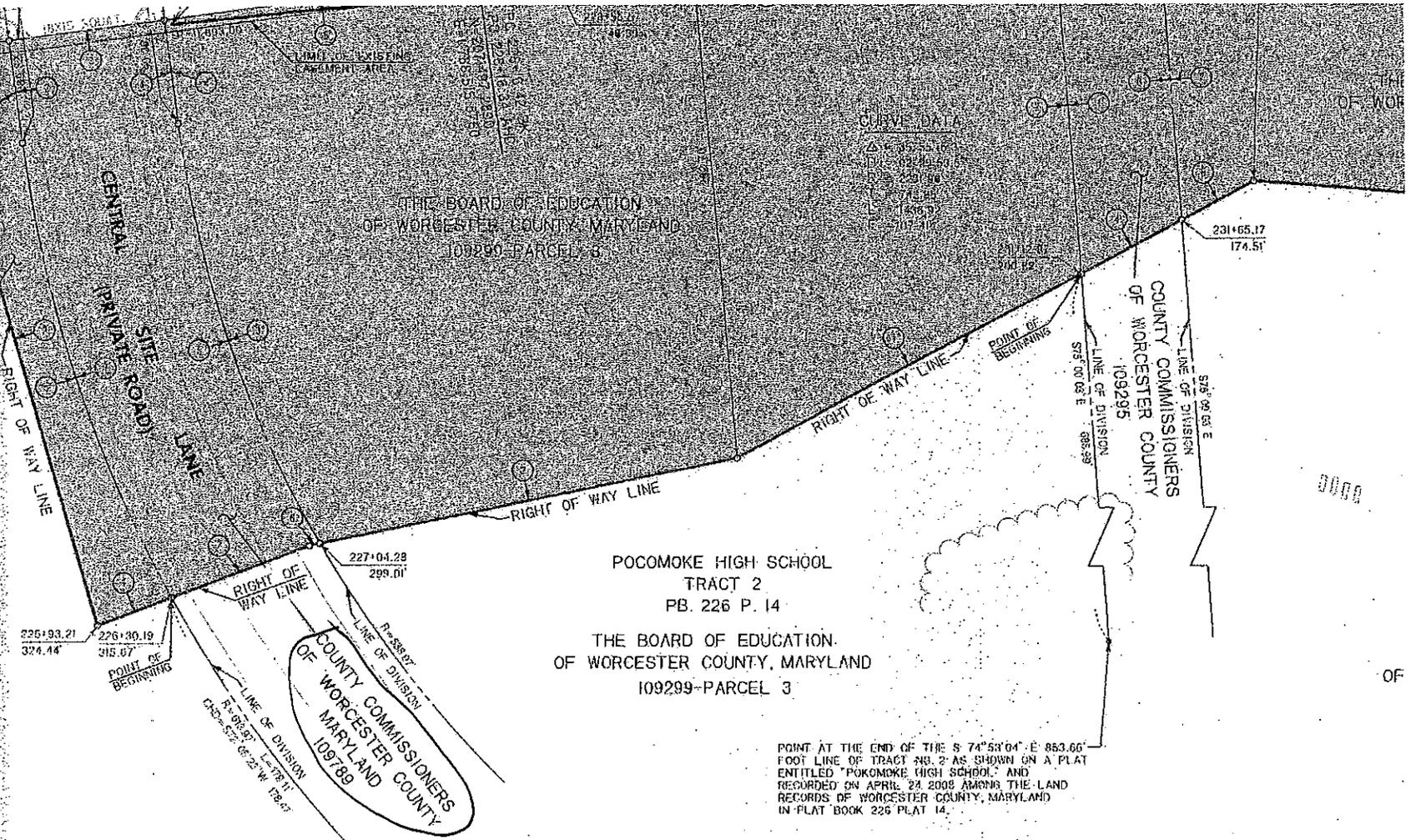
NO RIGHT OF THROUGH HIGHWAY
 I.A. 225+51.60 40.04 RT
 225+30.20
 44.83 225+52.18
 44.66
 IT OF WAY LINE &
 STING RIGHT OF WAY LINE

POCOMOKE HIGH SCHOOL
 TRACT 1
 PB. 226 P. 14
 BOARD OF EDUCATION
 WORCESTER COUNTY, MARYLAND
 109299-PARCEL 2

JUNTY COMMISSIONERS
 WORCESTER COUNTY
 MARYLAND 109789

FOLIO	
$\{ = 613.97'$	$L = 230.96'$
$N 88^{\circ}46'34" W$	$229.60'$
$77^{\circ}59'59" W$	$49.79'$
$11^{\circ}35'17" E$	$75.00'$
$77^{\circ}59'59" E$	$50.33'$
$\{ = 538.97'$	$L = 213.92'$
$S 89^{\circ}22'13" E$	$212.52'$
$07^{\circ}38'48" W$	$5.27'$
$01^{\circ}44'18" E$	$70.73'$

SEE SIMPLE AREA
 SQ. FT. OR 0.468 ACRES±
 SHOWN THUS: 



POINT AT THE END OF THE CURVE LABELED OR
 OF TRACT NO. 1 AS SHOWN ON A PLAT ENTITLED
 "POCOMOKE HIGH SCHOOL" AND RECORDED ON
 APRIL 24 2008 AMONG THE LAND RECORDS OF
 WORCESTER COUNTY, MARYLAND IN PLAT BOOK
 226 PLAT 14.

POINT AT THE END OF THE S 74°53'04" E 853.66'
 FOOT LINE OF TRACT NO. 2 AS SHOWN ON A PLAT
 ENTITLED "POCOMOKE HIGH SCHOOL" AND
 RECORDED ON APRIL 24 2008 AMONG THE LAND
 RECORDS OF WORCESTER COUNTY, MARYLAND
 IN PLAT BOOK 226 PLAT 14.



LEGEND	
	REVERTIBLE EASEMENT FOR SUPPORTING SLOPES
	REVERTIBLE EASEMENT OR RIGHT FOR SPECIAL PURPOSE AS INDICATED BY NOTATION ON PLAT.
	PERPETUAL EASEMENT FOR SPECIAL PURPOSE AS INDICATED ON THIS PLAT.
	PERPETUAL EASEMENT FOR DRAINAGE FACILITY AS INDICATED BY NOTATION ON THIS PLAT. (ARROW INDICATES GENERAL DRAINAGE PATTERN)
	PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER FROM OR INTO EXISTING WATERWAY OR NATURAL DRAINAGE COURSE.
	PERPETUAL EASEMENT TO DISCHARGE FLOW OF WATER UPON EXISTING GROUND.
	APPROXIMATE GENERAL DRAINAGE FLOW PATTERN (NOT TO SCALE FOR EXPLANATORY PURPOSE ONLY)

A PORTION OF THIS RIGHT OF WAY IS FOR A CONTROLLED ACCESS ARTERIAL HIGHWAY AND NO ACCESS, EITHER VEHICULAR, PEDESTRIAN, OR ANIMAL WILL BE PERMITTED ACROSS THE LINE DESIGNATED "RIGHT OF WAY LINE OF THROUGH HIGHWAY" EXCEPT BY MEANS OF SUCH PUBLIC ROAD CONNECTIONS AS ARE AUTHORIZED BY LAW.

SENT TO RECORD OFFICE _____ 20

APPROVED BY CHAIRMAN _____ 20

COORDINATES AND BEARINGS SHOWN HEREIN COORDINATE SYSTEM NAD83(9811) AND AIR DIVISION CONTROL STATIONS:		
DESIGNATION	NOD	
113-10	19667	
113-16	29548	

BOOKS	REVISIONS	PART C
07007 (TOPD)		10
08179 (TOPD)		10
24161 (CONTROL)		
26010 (CONTROL)		

RECEIVED
OCT 21 2016
Worcester County Admin



15

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 19, 2016
SUBJECT: Riddle Farm Commercial Expansion Utility Easements - Area B

.....
With the design of the pipeline modifications in District B of the Glen Riddle Wastewater and Water Treatment Plants expansion completed, it will be necessary to acquire, as planned, some private property easements. The easements are described as follows:

DIVISIONS

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

Don Dwight and Linda Lou Finch (Finch) - A 20-foot wide easement along the northern and western side of their property, along Samuel Bowen Boulevard and U.S. Route 50. *(page 2)*

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

James F. and Sherry U. Steffey (Steffey) - A 15-foot wide easement along the eastern side of their property, along Samuel Bowen Boulevard and a temporary easement along the front of the property adjoining U.S. Route 50. *(page 11)*

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

Riddle Farm Homeowners Association (Riddle HOA) - A 30-foot wide easement across a small parcel between U.S. Route 50 and SR 707. *(page 24)*

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

The Finch and Steffey Easements were provided at no cost to the project as these properties are beneficiaries of the project.

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

The Glen Riddle HOA is not a beneficiary of the project and a payment was negotiated in the amount of \$8,500 for their easement. In evaluating the payment request, we looked at other options for connecting the water and sewer lines. Without this easement, the water and sewer connections would need to be made at the entrance to the Glen Riddle Development at an additional cost estimated to be \$10,000 to \$15,000 and requiring a significant disruption at that entrance and the utilities in that area. The current plan will not cause significant disruption. In accordance with the cost sharing provision of the Revised and Final Worcester County Small Project agreement dated April 29, 2016, for construction of the expansion to the Glen Riddle Wastewater and Water Treatment Plants, the County share would be \$3,400.00.

We are requesting the County Commissioners authorize the County Attorney to execute and record the easements and approve the payment requested by the Riddle HOA.

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

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 29th day of August, in the year 2016, between Don Dwight & Linda Lou Finch hereinafter called "Grantor" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, hereinafter called "Grantee".

WHEREAS, Grantor is the owner of land located in Worcester County, Maryland, described as Tax Map 26, Parcel 258 more particularly described in the deed dated April 28, 1988, and recorded among the Land Records of Worcester County, Maryland in Liber RHO No.1430, folio 182 attached hereto as Exhibit "A" and incorporated herein by reference, hereinafter referred to as the "Property"; and

WHEREAS, Grantee is the governing body of the Department of Public Works, Worcester County, Maryland pursuant to the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, the parties have agreed upon a Utility Easement benefiting Grantee crossing the lands of the Grantor, therein before referred to; and

NOW, THEREFORE, this Utility Easement WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto Grantee a perpetual easement over the easement area to include 21,922 SF+ as shown on a drawing entitled Plat of Riddle Farm Utility Expansion Easement; Ocean Gateway – Berlin, Maryland 21811; Parcel 258 of Tax Map 26 – Worcester County – Tax District 10 ; signed by the surveyor on August 4, 2016 (revised) and recorded together herewith for the following purposes:

1. To install, operate, maintain, add to, extend, relocate and remove sewer and water lines, laterals and mains and/or water lines and other facilities relating thereto, including all necessary accessories and appurtenances, together with the right to enter upon the land for the purpose of performing such installations, operations, maintenance, extensions, relocation or removal. The Grantee shall have the right to dig, grade, plow, or otherwise disturb the soil upon the property for the purposes hereof and shall have all necessary rights of ingress, egress, and regress over the land of the Grantor as required for the enjoyment of the rights granted herein.
2. Grantor agrees not to place any improvements, including trees or other foliage within ten feet (10') of either side of the center line of this Utility Easement and shall not erect any structures or improvements which would in any way interfere with Grantee's enjoyment of its rights hereunder.
3. Grantor covenants that it is seized of and has the right to convey the foregoing Utility Easement and its rights and privileges and agrees that Grantee shall have quiet and peaceful possession, use and enjoyment of the aforesaid Utility Easement, rights and

privileges and agrees that this Utility Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.

- 4. The parties agree that easement granted in this document shall be described as follows: Underground Easement for sewer and water lines and shall be located on the lands referred to above.
- 5. _____, Lienholder, joins herein to subordinate its lien to the grant hereof.

WITNESS:

Scott Williams

GRANTOR

Linda Lou Finch
Don Dwight Finch (SEAL)

LIENHOLDER

_____ (SEAL)

_____ (SEAL)

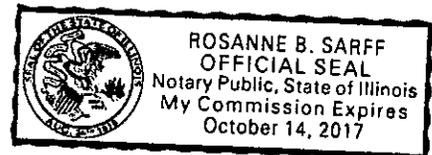
ILLINOIS MASON
STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of August, 2016, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared Don Dwight Finch and Linda Lou Finch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Rosanne B Sarff
Notary Public

Commission Expires: 10-14-17



STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2016, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Notary Public

Commission Expires: _____

(Acknowledgement for Lienholder)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing instrument to be his or her deed and act in the capacity stated and with full authority to do so.

Notary Public

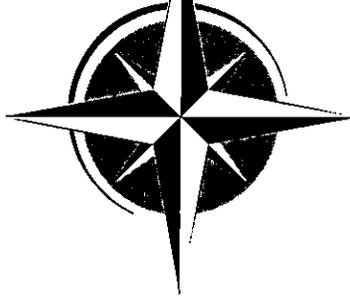
Commission Expires: _____

AFFIDAVIT

I HEREBY CERTIFY that the foregoing document was prepared by the "Grantee" or its attorney, licensed to practice in the State of Maryland.

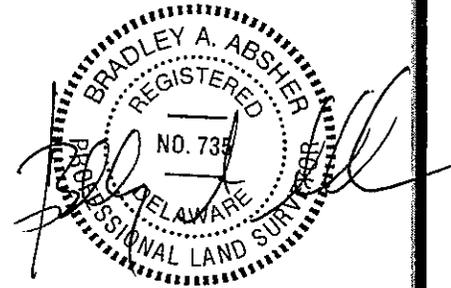
Maureen L. Howarth, County Attorney

TRUE NORTH



LAND SURVEYING

118 ATLANTIC AVENUE, SUITE 202
OCEAN VIEW, DE 19970
DELAWARE: 302-539-2488
MARYLAND: 410-430-2092
FAX: 302-539-2499



LEGAL DESCRIPTION

MAP 26, PARCEL 258 UTILITY EASEMENT DESCRIPTION

All that certain piece, parcel or lot of land, lying and being situate in the Third Tax District, Worcester County, State of Maryland, and being more particularly described as follows; to wit:

Beginning at an iron rod found, located on the southwesterly right of way line of US Route 50 Ocean Gateway, and being the easterly corner of said Parcel and a common property corner with the lands now or formerly of Purnell Rentals Inc.; thence by and lands now or formerly of Purnell Rentals Inc., North $87^{\circ} 57' 47''$ West, a distance of 44.59' to a point; thence, North $61^{\circ} 18' 55''$ West, a distance of 654.40' to a point; thence, South $71^{\circ} 40' 44''$ West, a distance of 39.02' to a point; thence, South $29^{\circ} 09' 22''$ West, a distance of 94.13' to a point; thence, with a curve to the right having a radius of 391.00', a length of 225.10', and a chord bearing of South $45^{\circ} 38' 51''$ West, a distance of 222.00' to a point; thence, South $33^{\circ} 36' 10''$ West, a distance of 41.57' to a point; thence by and with Lands now or formerly of Orange Tree Limited, North $87^{\circ} 57' 47''$ West, a distance of 23.47' to an iron rod found at the right of way line of Holly Grove Road; thence from Holly Grove Road to US Route 50 Service Road, North $33^{\circ} 36' 10''$ East, a distance of 59.01' to a point; thence, with a curve to the left having a radius of 371.00', a length of 218.59', and a chord bearing of North $46^{\circ} 02' 08''$ East, a distance of 215.45' to a point; thence, North $29^{\circ} 09' 22''$ East, a distance of 101.91' to a point; thence turning from US Route 50 Service Road to US Route 50 Ocean Gateway, North $71^{\circ} 40' 44''$ East, a distance of 55.50' to a point; thence, South $61^{\circ} 18' 55''$ East, a distance of 702.95' to said iron rod found and said point of beginning, containing 21,922 sq. ft. of land, more or less.

THIS DEED, made this 28th day of April, in the year nineteen hundred and eighty-eight, by WILLIAM ROBERT DISHAROON, ANN DISHAROON BAKER, and JANE DISHAROON BUNTING, herein called Grantors, WITNESSETH:

THAT, for and in consideration of the sum of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), and other good and valuable considerations, the Grantors hereby grant and convey unto DON DWIGHT FINCH and LINDA LOU FINCH, of 4229 Ocean Pines, Berlin, Maryland 21811, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple:

ALL that certain property lying and being situate in the Tenth [formerly Third] Election District of Worcester County, Maryland, designated and distinguished as a part of the property known as the "Winchester Farm", lying on the South side of the State Stone Road from Berlin to Ocean City, Maryland [being shown on the Worcester County Assessment Records as having a 400.00 foot frontage across the road from Riddle Farm, South side of Route 50]; AND BEING MORE PARTICULARLY DESCRIBED as Beginning for the same at a concrete monument found at the beginning of the first line of a conveyance to Sandra W. Sargent, by a deed dated November 10, 1975, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 619, folio 195, et seq., said place of beginning also being in the Easterly right-of-way line of Holly Grove Road, as laid out 50.00 feet wide; Thence, running from said place of beginning, and binding on the right-of-way line of Holly Grove Road, North 43° 28' 17" East, 362.33 feet to an iron rod now set; Thence North 79° 45' 59" East, 61.03 feet to an iron rod now set in the Southerly right-of-way line of U.S. Route 50, as laid out 200.00 feet wide; Thence, binding on said right-of-way line of U.S. Route 50, and passing over iron rods now set at 164.48 feet, 264.85 feet, and 365.22 feet from the beginning hereof; Thence South 51° 28' 50" East, 739.46 feet to an iron rod now set; Thence, leaving said right-of-way line, and binding on the outline of Item 7 as described in a conveyance to Purnell, Inc. by a deed dated November 1, 1962, and recorded among the aforesaid Land Records in Liber F.W.H. No. 163, folio 671, et seq., and also binding on the first line of the first mentioned conveyance, and passing over iron rods set 437.60 feet, 555.00 feet, and 672.40 feet, a a concrete monument found 698.61 feet from the beginning hereof; Thence North 78° 07' 24" West, 907.32 feet to the place of beginning, Containing 3.60 acres of land, and BEING the same as that parcel of land conveyed by Jane Marie Disharoon Bunting, personal representative of the estate of Mabel P. Disharoon, by deed dated October 30, 1981, and recorded among the aforesaid Land Records in Liber F.W.H. No. 790, folio 288, et seq., as surveyed by John B. Gary Surveys, Inc., on April 27, 1988, which survey is attached hereto, and made a part hereof; and being ALL AND THE SAME property which was granted and conveyed unto the Grantors herein by Jane Marie Disharoon Bunting, Personal Representative of the Estate of Mabel P. Disharoon, deceased, by deed dated October 30, 1981, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 790, folio 288, et seq.

APR 28 1988
RICHARD H. MILLER
CLK. CT. CL.
WOR. CO.

WORCESTER COUNTY CIRCUIT COURT (Land Records) RHO 1430, p. 0182, MSA_CE31_1577. Date available 06/12/2003. Printed 10/24/2016.

Mark Kypcarage

REC FEE 21.00
REC TAX 445.50
TRF TAX 675.00
TDIL 1341.50
0385CKEX 1141.50
01 01788 4-28111780

9

To the aforesaid deed, and to the references and recitals therein contained, and to all other deeds and plats in the chain of title, reference is hereby made for a further and more particular history and description of the property hereby conveyed, as though set forth in full herein.

TOGETHER with the improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances, and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto DON DWIGHT FINCH and LINDA LOU FINCH, as tenants by the entireties, their assigns, the survivor of them, and the personal representatives and assigns of such survivor, forever in fee simple.

AND the said Grantors hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the Grantors herein, as of the day and year first above written.

WITNESS:

William Robert Disharoon (SEAL)
WILLIAM ROBERT DISHAROON
Ann Disharoon Baker (SEAL)
ANN DISHAROON BAKER
Jane Disharoon Bunting (SEAL)
JANE DISHAROON BUNTING

Pat Taylor
As to all

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that, on this 28th day of April, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William Robert Disharoon, Ann Disharoon Baker, and Jane Disharoon Bunting, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and he made oath in due form of law that he executed the same for the purposes therein contained, and that the stated consideration is true.

AS USED HEREIN, THE SINGULAR INCLUDES THE PLURAL, AND THE MASCULINE INCLUDES THE FEMININE GENDER.

AS WITNESS my hand and official seal.

Pat Taylor
Notary Public

My Commission expires July 1, 1990.

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE 4-28-88
WORCESTER COUNTY FINANCE OFFICE
BY *NDX*
EXCEPT PERSONAL PROPERTY
DATE *4/28/88*
WORCESTER COUNTY
SANITARY DISTRICT
NO ASSESSMENT

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
of Worcester County
4-28-88

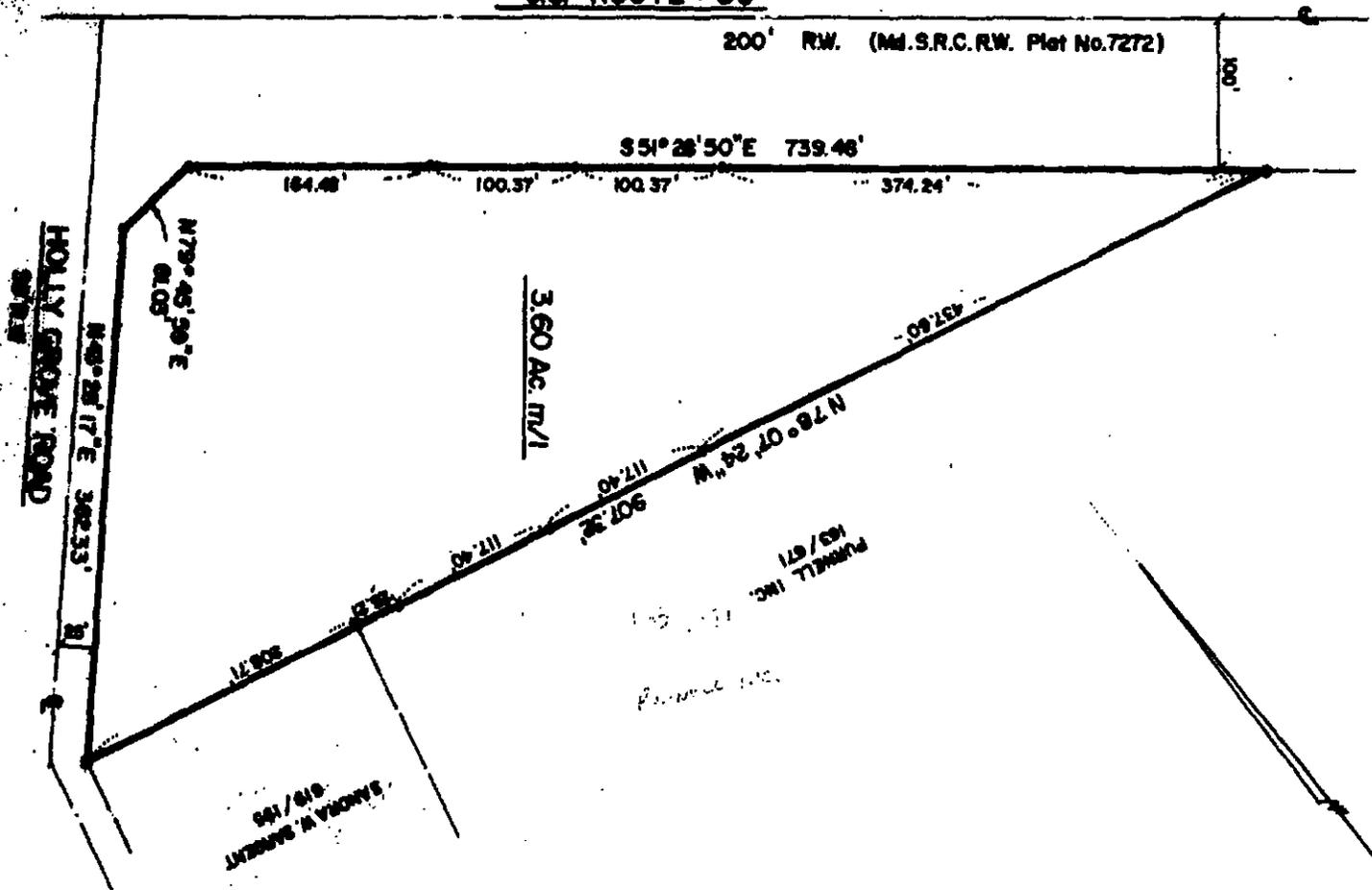
Agricultural transfer tax
amount of \$ *0*
George H. Henderson, Jr.
Superior

WORCESTER COUNTY CIRCUIT COURT (Land Records) RHO 1430, p. 0183, MSA_CE31_1577. Date available 06/12/2003. Printed 10/24/2016.



U.S. ROUTE 50

200' R.W. (Md. S.R.C.R.W. Plot No. 7272)



3.60 AC. M/1

HOLLY GROVE ROAD

LEGEND:

- Marker 5M
- Corner Iron Nail
- Boundary 9/10/26
- Iron Nail 7/20/2003

SARONA W. BARNETT
8/19/198

PURCELL, INC.
10/1/01

Boundary 1/10/02

Lot 1430 Plat 184

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 19th day of August, in the year 2016, between James F. & Sherry U. Steffey hereinafter called "Grantor" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, hereinafter called "Grantee".

WHEREAS, Grantor is the owner of land located in Worcester County, Maryland, described as Tax Map 26, Parcel 300, more particularly described in the deed dated March 24, 1997, and recorded among the Land Records of Worcester County, Maryland in Liber RHO No. 2371, folio 171 and Tax Map 26, Parcel 368, more particularly described in the deed dated September 28, 1989, and recorded among the Land Records of Worcester County, Maryland in Liber RHO No. 1589, folio 443, attached hereto as Exhibit "A" and incorporated herein by reference, hereinafter referred to as the "Property"; and

WHEREAS, Grantee is the governing body of the Department of Public Works, Worcester County, Maryland pursuant to the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, the parties have agreed upon a Utility Easement benefiting Grantee crossing the lands of the Grantor, therein before referred to; and

NOW, THEREFORE, this Utility Easement WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto Grantee a perpetual easement over the easement area to include 5,955 SF+ along Samuel Bowen Blvd and a temporary construction easement area to include 1,096 SF+ along US Route 50 as shown on a drawing entitled Utility Easement James F. Steffey & Sherry U. Steffey to County Commissioners of Worcester County, Maryland Third Tax District, Worcester County, Maryland; dated August, 2016 and recorded together herewith for the following purposes:

1. To install, operate, maintain, add to, extend, relocate and remove sewer and water lines, laterals and mains and/or water lines and other facilities relating thereto, including all necessary accessories and appurtenances, together with the right to enter upon the land for the purpose of performing such installations, operations, maintenance, extensions, relocation or removal. The Grantee shall have the right to dig, grade, plow, or otherwise disturb the soil upon the property for the purposes hereof and shall have all necessary rights of ingress, egress, and regress over the land of the Grantor as required for the enjoyment of the rights granted herein.
2. Grantor agrees not to place any improvements, including trees or other foliage within ten feet (10') of either side of the center line of this Utility Easement and shall not erect any

structures or improvements which would in any way interfere with Grantee's enjoyment of its rights hereunder.

3. Grantor covenants that it is seized of and has the right to convey the foregoing Utility Easement and its rights and privileges and agrees that Grantee shall have quiet and peaceful possession, use and enjoyment of the aforesaid Utility Easement, rights and privileges and agrees that this Utility Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
4. The parties agree that easement granted in this document shall be described as follows: Underground Easement for sewer and water lines and shall be located on the lands referred to above.
5. N/A, Lienholder, joins herein to subordinate its lien to the grant hereof.

WITNESS:

John M. Berry

GRANTOR

James F. Steffy (SEAL)

LIENHOLDER

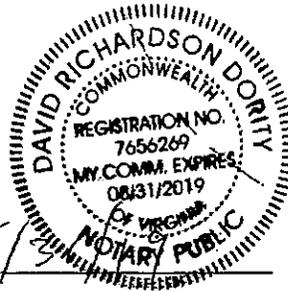
_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of August, 2016, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared James Frank Steffy, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:



DR D

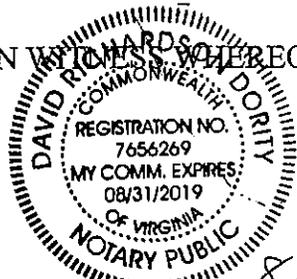
Notary Public

Commission Expires: 8/31/19

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of August, 2016, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared Sherry Ullmann Steffy, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:



DR D

Notary Public

Commission Expires: 8/31/19

(Acknowledgement for Lienholder)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing instrument to be his or her deed and act in the capacity stated and with full authority to do so.

Notary Public

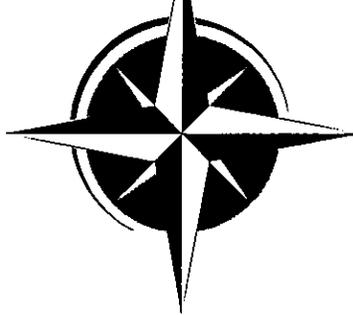
Commission Expires: _____

AFFIDAVIT

I HEREBY CERTIFY that the foregoing document was prepared by the "Grantee" or its attorney, licensed to practice in the State of Maryland.

Maureen L. Howarth, County Attorney

TRUE NORTH



LAND SURVEYING

118 ATLANTIC AVENUE, SUITE 202
OCEAN VIEW, DE 19970
DELAWARE: 302-539-2488
MARYLAND: 410-430-2092
FAX: 302-539-2499

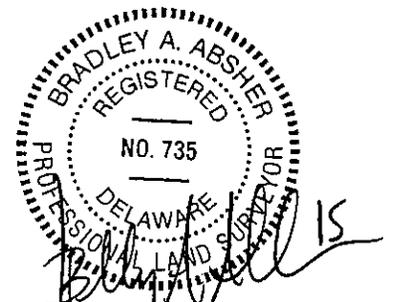
LEGAL DESCRIPTION

MAP 26, PARCELS 300 & 368

UTILITY EASEMENT DESCRIPTION

All that certain piece, parcel or lot of land, lying and being situate in the Third Tax District, Worcester County, State of Maryland, and being more particularly described as follows; to wit:

Beginning at a point, located on the southwesterly right of way line of US Route 50, and being the northerly corner of said Parcel and a common property corner with the lands now or formerly of Fisher Family Partnership; thence by and with said right of way line of US Route 50, South $51^{\circ} 25' 00''$ East, a distance of 66.37' to a point; thence, South $04^{\circ} 21' 00''$ East, a distance of 58.00' to a point; thence by and with the right of way line of Samuel Bowen Boulevard, South $42^{\circ} 06' 00''$ West, a distance of 154.66' to a point; thence continuing with the right of way line of Samuel Bowen Boulevard, with a curve to the right having a radius of 279.00', a length of 138.12', and a chord bearing of South $64^{\circ} 38' 29''$ West, a distance of 136.71' to a point; thence, North $11^{\circ} 10' 35''$ West, a distance of 15.00' to a point; thence, with a curve to the left having a radius of 264.00', a length of 129.61', and a chord bearing of North $64^{\circ} 45' 31''$ East, a distance of 128.32' to a point; thence, North $42^{\circ} 06' 00''$ East, a distance of 133.31' to a point; thence, North $04^{\circ} 21' 00''$ West, a distance of 50.18' to a point; thence, North $51^{\circ} 25' 00''$ West, a distance of 55.48' to a point; thence, North $38^{\circ} 35' 00''$ East, a distance of 25.00' to a point and said point of beginning, containing 7,051 sq. ft. of land, more or less.



C:\29902390G001.ED1\EASEMENT\EASEMENT.dwg Aug 16, 2016 - 1:31pm

SAMUEL BOWEN BLVD.
(92' R.O.W.)

N/F
JAMES F. STEFFEY
T.M. 26, P. 368
DEED: 4798/532

N/F
JAMES F. & SHERRY U. STEFFEY
T.M. 26, P. 300
DEED: 4798/524

N/F
FISHER FAMILY
PARTNERSHIP
T.M. 26, P. 322
DEED: 3224/4616



US ROUTE 50
(215' R.O.W.)

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- EASEMENT AREA
5,955 SQ. FT.
- TEMPORARY CONSTRUCTION
EASEMENT AREA
1,096 SQ. FT.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C-1	113.25	279.00	23°15'29"	S 62°05'17" W	112.48
C-2	241.73	279.00	49°38'31"	N 81°27'44" W	234.24

EASEMENT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
EC-1	138.12	279.00	28°21'53"	S 64°38'29" W	138.71
EC-2	129.61	264.00	28°07'48"	N 64°45'31" E	128.32

SAMUEL BOWEN BLVD.
(92' R.O.W.)



**DAVIS,
BOWEN &
FRIEDEL, INC.** ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-8091
MILFORD, DELAWARE (302) 424-1441

UTILITY EASEMENT
JAMES F. STEFFEY & SHERRY U. STEFFEY
to
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND
THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Date: **AUGUST 2016**
Scale: **1"=40'**
Dwn.By: **PAB**
Proj.No.: **2390G001**
Dwg.No.: **1 OF 1**

16

DEED—FEE SIMPLE—INDIVIDUAL GRANTOR—LONG FORM
File No. OC5314

Parcel ID No.: 25 03-018638

THIS DEED, MADE THIS 27th day of March, 1997, by and between James F. Steffey, Trustee, party of the first part, GRANTOR; and James F. Steffey and Sherry U. Steffey, Husband and wife, parties of the second part, GRANTEE.

WITNESSETH, That in consideration of the sum of NO DOLLARS and 00/100 (\$00), the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey to the said James F. Steffey and Sherry U. Steffey, Husband and wife, as tenants by the entirety, their assigns, the survivor of them, their survivors personal representatives and assigns, in fee simple, all that lot of ground situate in Worcester County, Maryland and described as follows, that is to say:

ALL THAT LOT OR PARCEL OF LAND lying and being situate in the Third Election District of Worcester County, Maryland, at the Intersection of the southwesterly right of way line of the dual highway leading from Ocean City to Salisbury (U.S. Route 50), with the northwesterly right of way line of the Holly Grove Country Road, containing 97,542.97 square feet or 2.23 acres of land, more or less, and being more particularly designated and distinguished in deed recorded in Liber F.W.H. No. 231, folio 141, at seq.

BEING all and the same lot of ground which by Deed dated September 28, 1989, and recorded among the Land Records of Worcester County, in Liber No. 1889, folio 448, was granted and conveyed by John T. Fisher and Eunice R. Fisher, his wife and Henry S. Fiedler, Trustee unto James F. Steffey, Trustee.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said James F. Steffey and Sherry U. Steffey, Husband and wife, as tenants by the entirety, their assigns, the survivor of them, their survivors personal representatives and assigns, in fee simple,

AND the said party of the first part hereby covenants that he has not done, nor will he do, nor will he suffer to be done, any act, matter or thing whatsoever, to encumber the property hereby conveyed, or that he will warrant specially the property hereby granted; and that he will execute such further assignments of the same as may be requisite.

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

James S. Fiedler
Attorney

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE, 3-27-97
WORCESTER COUNTY FINANCE OFFICER
BY: KTC
EXCEPT PERSONAL PROPERTY

RECEIVED FOR TRANSFER

State Department of
Assessments & Taxation
for Worcester County

Agricultural Transfer Tax in the
amount of \$ 0.00
Orry M. Fisher
Supervisor

LJ 3/27/97
By Date

TRANSFER TAX NOT REQUIRED
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By: KTC
Date: 3-27-97

WORCESTER COUNTY CIRCUIT COURT (Land Records) RHO 2371, p. 0171, MSA_CE31_251B, Date available 06/26/2003, Printed 10/24/2016.

WITNESS the hand and seal of said GRANTOR.

TEST

GRANTOR

Rodas Murray
As to all

James F. Steffey, Trustee (SEAL)
James F. Steffey, Trustee

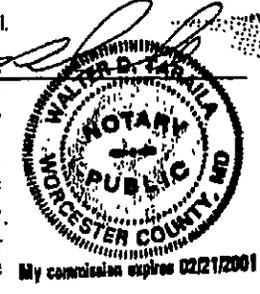
STATE OF MARYLAND, Worcester to wit:

I HEREBY CERTIFY, That on this _____ day of March, 1997, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James F. Steffey, Trustee, the GRANTOR herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Walter D. Parilla
Notary Public

My commission expires:
2-21-2001



AFTER RECORDING, PLEASE RETURN TO:
Sterling Title Company
1406 York Road
Lutherville, MD 21093

WORCESTER COUNTY CIRCUIT COURT (Land Records) RHO 2371, p. 0172, MSA_CE31_2518. Date available 06/26/2003. Printed 10/24/2016.

EXHIBIT A

ALL THAT LOT OR PARCEL OF LAND lying and being situate in the Third Election District of Worcester County, Maryland, at the intersection of the southwesterly right of way line of the dual highway leading from Ocean City to Salisbury (U.S. Route 50), with the northwesterly right of way line of the Holly Grove Country Road, containing 97,542.97 square feet or 2.23 acres of land, more or less, and being more particularly designated and distinguished in deed recorded in Liber F.W.H. No. 231, folio 141, et seq.

MAR 27 1997

The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Richard H. Patton Clerk

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Worcester

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)
 () Check Box If Addendum Intake Form is Attached.)

1	Type(s) of Instruments	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other			
		<input checked="" type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale [9]		
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Arms-Length [1]	<input type="checkbox"/> Arms-Length [2]	<input type="checkbox"/> Arms-Length [3]			
		<input type="checkbox"/> Arms-Length [1]	<input type="checkbox"/> Arms-Length [2]	<input type="checkbox"/> Arms-Length [3]	<input type="checkbox"/> Arms-Length [3]			
3	Tax Exemptions (if Applicable)	<input type="checkbox"/> Recordation	<input type="checkbox"/> State Transfer	<input type="checkbox"/> County Transfer				
		<input type="checkbox"/> State Transfer	<input type="checkbox"/> County Transfer					
Cite or Explain Authority								
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only			
		Purchase Price/Consideration	\$		Transfer and Recordation Tax Consideration			
		Any New Mortgage	\$	101,300.00	Transfer Tax Consideration	\$		
		Balance of Existing Mortgage	\$		X () % =	\$		
		Other:	\$		Less Exemption Amount =	\$		
		Other:	\$		Total Transfer Tax =	\$		
		Full Cash Value	\$		Recordation Tax Consideration	\$		
					X () per \$500 =	\$		
					TOTAL DUE	\$		
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge	\$	20	\$	20	Tax Bill:	
		Surcharge	\$	5	\$	5	C.B. Credit:	
		State Recordation Tax	\$	5.80	\$		Ag. Tax/Other:	
		State Transfer Tax	\$		\$			
		County Transfer Tax	\$		\$			
		Other	\$		\$			
		Other	\$		\$			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(f).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
			03-08676					<input type="checkbox"/> (5)
			Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
			Location/Address of Property Being Conveyed (2)					
			9213 Holly Grove Rd Section 28					
			Other Property Identifiers (if applicable)					Water Meter Account No.
			Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> of Ground Rent <input type="checkbox"/> Amount:					
			Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					
			If Partial Conveyance, List Improvements Conveyed:					
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		James F Steffey Sherry D Steffey						
		New Owner's (Grantee) Mailing Address						
		10409 Faye Court Fairfax VA 22032						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person				<input checked="" type="checkbox"/> Return to Contact Person		
		Name:	Firm: Sterling Title Co			<input type="checkbox"/> Hold for Pickup		
		Address: 1406 Park Rd Lithonia GA 30057 Phone: ()				<input type="checkbox"/> Return Address Provided		
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information						
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Will the property being conveyed be the grantee's principal residence?						
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does transfer include personal property? If yes, identify:						
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).						
Assessment Use Only - Do Not Write Below This Line								
<input type="checkbox"/> Terminal Verification		<input type="checkbox"/> Anticipatory Verification		<input type="checkbox"/> Whole		<input type="checkbox"/> Part		
Transfer Number:		Date Received:		Deed Balance:		Assigned Property No.:		
Year	19	19	19	Map	Grid	Block		
Land				Zone	Plat	Lot		
Buildings				Use	Parcel	Section		
Total				Town Cd.	Rt. Bl.	Ex. Cd.		
REMARKS:								

WORCESTER COUNTY CIRCUIT COURT (Land Records) RHO 2371, p. 0174, MSA_CE31_2518, Date available 06/26/2003. Printed 10/24/2016.

COURT USE ONLY

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldendot - Preparer
 AOC-CF-300 (6/95)

WORCESTER COUNTY CIRCUIT COURT (Land Records) RHO 1589, p. 0444, MSA_CE31_1736. Date available 06/20/2003. Printed 10/24/2016.

D210/16462/bct (RCS)

LIBER 1589 PAGE 444

County Road, containing 69,304.453 square feet or 1.591 acres of land, more or less, and being more particularly designated and distinguished in deed recorded in Liber F.W.H. No. 297, folio 193, et seq.;

AND BEING ALL AND THE SAME PROPERTY that was conveyed unto the said Mary F. Sipple and Howard L. Sipple, her husband by Deed dated December 14, 1970 and recorded among the Land Records of Worcester County, Maryland in Liber F.W.H. No. 297, folio 193. The said Henry S. Fiedler, Trustee, joins in this Deed for the purpose of conveying all of the right, title and interest it may have in the Property, if any.

TOGETHER with the improvements thereto and the rights, ways, waters, alleys, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the hereinbefore described property unto the said James F. Steffey, Trustee, his successors, personal representatives and assigns, forever in fee simple.

AND the Grantors herein do hereby covenant that they will warrant, specially, the property thereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

AS WITNESS, the hands and seals of the Grantors herein, all as of the day and year first herein written.

WITNESS:

Richard H. Off
As to both

Mary F. Sipple (SEAL)
Mary F. Sipple

Howard L. Sipple (SEAL)
Mary F. Sipple

Michael Ballard
As to H.S.F.

Henry S. Fiedler (SEAL)
Henry S. Fiedler, Trustee

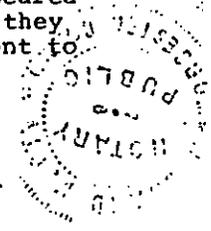
STATE OF _____ COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28TH day of September, 1989, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared MARY F. SIPPLE and HOWARD L. SIPPLE, her husband, and they each did acknowledge the within and foregoing instrument to be their respective act and deed.

AS WITNESS my hand and Official Seal

My Commission Expires: July 1, 1990

Richard W. Patton
Notary Public



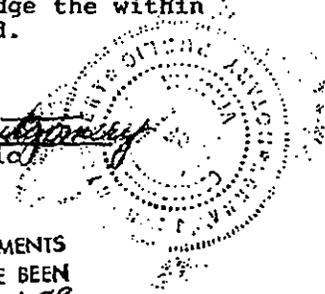
STATE OF VIRGINIA, COUNTY OF Stafford, TO WIT:

I HEREBY CERTIFY, that on this 28TH day of September, 1989, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared HENRY S. FIEDLER, Trustee, and he did acknowledge the within and foregoing instrument to be his act and deed.

AS WITNESS my hand and Official Seal.

My Commission Expires: Nov. 18 1989

Norma J. Montgomery
Notary Public



RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Worcester County

BE 10-4-89
by Date

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE 10-4-89
WORCESTER COUNTY FINANCE OFFICER
BY: *[Signature]*
EXCEPT PERSONAL PROPERTY

WORCESTER COUNTY CIRCUIT COURT (Land Records) RHO 1589, p. 0445, MSA_CE31_1736. Date available 06/20/2003. Printed 10/24/2016.

Agricultural transfer tax in the
amount of \$0
George H. Henderson, Jr.
Recorder BE

19 9 Oct 4 The foregoing Deed filed
for record and is accordingly recorded among the land records of
Worcester County, Md. in Liber, R.H.O. No. 1589 folios 443, 444 & 445
Richard W. Patton Clerk

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 19 day of August, in the year 2016, between GLENRIDDLE COMMUNITY ASSOCIATION, INC. hereinafter called "Grantor" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, hereinafter called "Grantee".

WHEREAS, Grantor is the owner of land located in Worcester County, Maryland, described as Tax Map 26, Parcel 1
Deed on Record 4911/635; and

WHEREAS, Grantee is the governing body of the Department of Public Works, Worcester County, Maryland pursuant to the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, the parties have agreed upon a Utility Easement benefiting Grantee crossing the lands of the Grantor, therein before referred to; and

NOW, THEREFORE, this Utility Easement WITNESSETH:

In consideration of the sum of \$8,500 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto Grantee a perpetual easement over the 2,440 square foot easement area as shown on the attached drawing entitled Utility Easement GlenRiddle Community Association, Inc. to County Commissioners of Worcester County, Maryland Third Tax District, Worcester County, Maryland; dated June, 2016 and recorded together herewith for the following purposes:

1. To install, operate, maintain, add to, extend, relocate and remove underground sewer and water lines, laterals and mains and/or water lines and other underground facilities relating thereto, including all necessary accessories and appurtenances, together with the right to enter upon the land for the purpose of performing such installations, operations, maintenance, extensions, relocation or removal. The Grantee shall have the right to dig, grade, plow, or otherwise disturb the soil upon the property for the purposes hereof and shall have all necessary rights of ingress, egress, and regress over the land of the Grantor as required for the enjoyment of the rights granted herein, provided the Grantor restores the land to an orderly and attractive condition
2. Grantor agrees not to place any improvements, including trees or other foliage within ten feet (10') of either side of the center line of this Utility Easement and shall not erect any structures or improvements which would in any way interfere with Grantee's enjoyment of its rights hereunder.
3. Grantor covenants that it is seized of and has the right to convey the foregoing Utility Easement and its rights and privileges and agrees that Grantee shall have quiet and peaceful possession, use and enjoyment of the aforesaid Utility Easement, rights and

privileges and agrees that this Utility Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.

4. The parties agree that easement granted in this document shall be described as follows: Underground Easement for sewer and water lines and shall be located on the lands referred to above.

5. In consideration of the grant of this Underground Easement for sewer and water lines, Grantee shall indemnify Grantor and hold Grantor harmless for any costs, damages, causes of action or other liability imposed upon Grantor due to Grantee's use of said Easement.

WITNESS:

Lisa Allen

GRANTOR

William L. Cummings (SEAL)
Vice President

LIENHOLDER

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19 day of August, 2016, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared William Cummings, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Margaret McCabe
Notary Public

Commission Expires: 8.17.17

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19 day of August, 2016, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared William Cummings, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Margaret McCabe
Notary Public

Commission Expires: 8.12.17

(Acknowledgement for Lienholder)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____ and acknowledged the foregoing instrument to be his or her deed and act in the capacity stated and with full authority to do so.

Notary Public

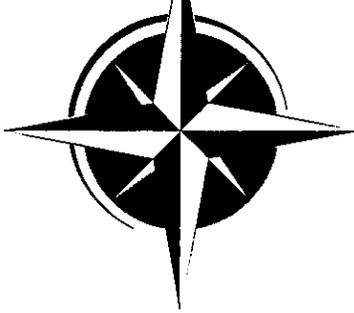
Commission Expires: _____

AFFIDAVIT

I HEREBY CERTIFY that the foregoing document was prepared by the "Grantee" or its attorney, licensed to practice in the State of Maryland.

Maureen L. Howarth, County Attorney

TRUE NORTH



LAND SURVEYING

118 ATLANTIC AVENUE, SUITE 202
OCEAN VIEW, DE 19970
DELAWARE: 302-539-2488
MARYLAND: 410-430-2092
FAX: 302-539-2499

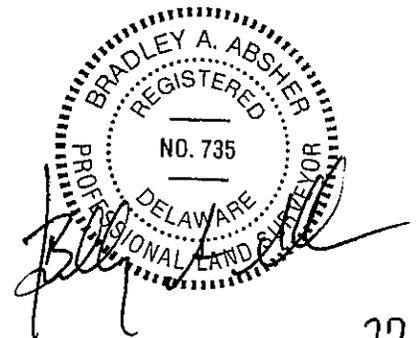
LEGAL DESCRIPTION

MAP 26, PARCEL 1

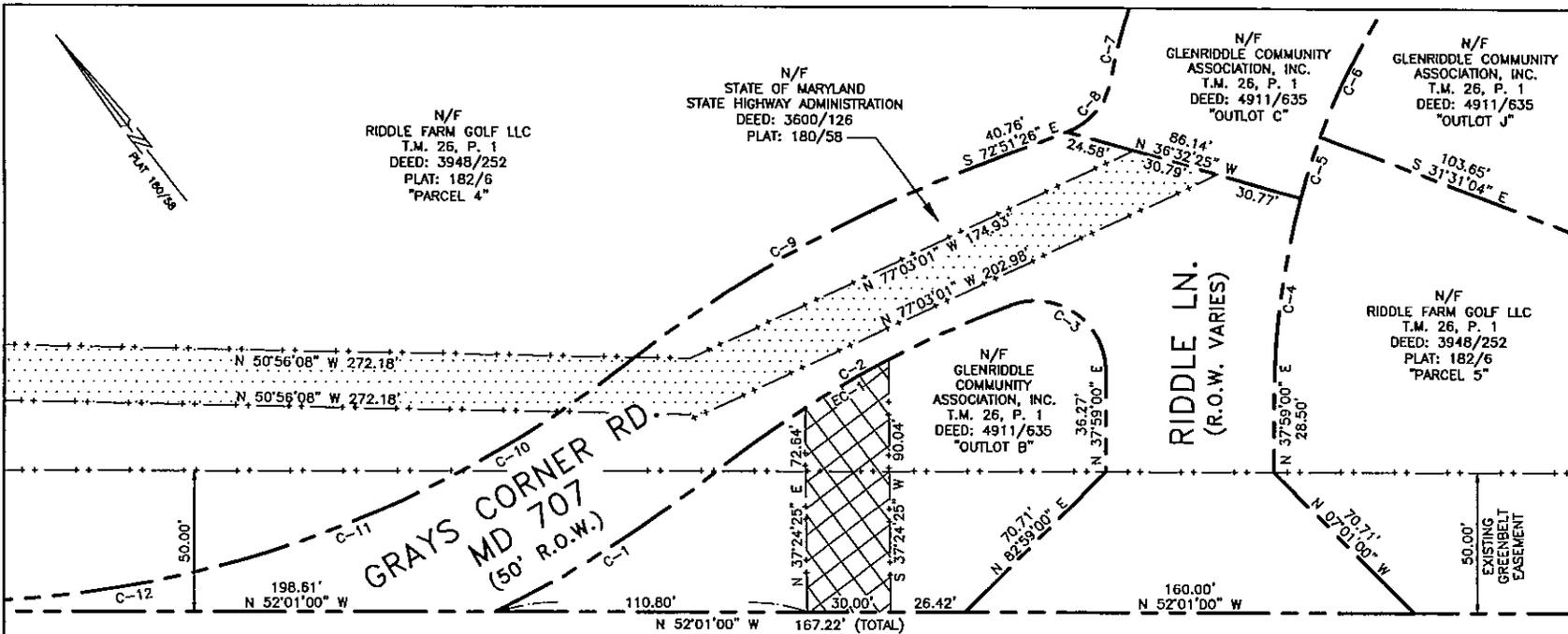
UTILITY EASEMENT DESCRIPTION

All that certain piece, parcel or lot of land, lying and being situate in the Third Tax District, Worcester County, State of Maryland, and being more particularly described as follows; to wit:

Beginning at a point, located on the northeasterly right of way line of US Route 50, and being the southerly corner of said Parcel and a common property corner with "Outlot B"; thence by and with said right of way line of US Route 50, North 52° 01' 00" West, a distance of 30.00' to a point; thence, North 37° 24' 25" East, a distance of 72.64' to a point; thence by and with the right of way line of Grays Corner Road, with a curve to the right having a radius of 395.00', a length of 34.54', and a chord bearing of South 82° 16' 16" East, a distance of 34.53' to a point; thence, South 37° 24' 25" West, a distance of 90.04' to a point, and said point of beginning, containing 2,440 sq. ft. of land, more or less.



C:\2390\2390G001.B01\EASEMENT\EASEMENT.dwg Jun 21, 2016 - 10:54am



LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- EXISTING UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT AREA: 2,440 SQ. FT.

US ROUTE 50
(215' R.O.W.)

EASEMENT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
EC-1	34.54'	395.00'	5°00'37"	S 62°16'16" E	34.53'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C-1	92.84'	445.00'	11°57'13"	S 84°29'38" E	92.67'
C-2	121.48'	395.00'	17°37'16"	S 81°39'36" E	121.00'
C-3	48.36'	25.00'	110°49'59"	S 17°25'59" E	41.16'
C-4	70.23'	260.00'	15°28'35"	N 45°43'18" E	70.02'
C-5	22.79'	260.00'	5°01'20"	N 55°58'15" E	22.78'
C-6	81.61'	260.00'	17°59'03"	N 67°28'27" E	81.28'
C-7	94.90'	157.50'	34°31'23"	S 64°46'15" W	93.47'
C-8	26.02'	25.00'	59°38'00"	S 77°19'34" W	24.86'
C-9	136.86'	445.00'	17°37'17"	N 81°40'04" W	136.32'
C-10	104.82'	395.00'	15°12'16"	N 82°52'35" W	104.51'
C-11	20.55'	395.00'	2°58'51"	N 73°47'01" W	20.55'
C-12	139.78'	395.00'	20°16'32"	N 62°09'20" W	139.05'



DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441

UTILITY EASEMENT
to
GLENRIDDLE COMMUNITY ASSOCIATION, INC.
COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND
THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Date: JUNE 2016
Scale: 1"=40'
Dwn.By: PAB
Proj.No.: 2390G001
Dwg.No.:

1 OF 1

88



October 19, 2016

RE: GlenRiddle Community/Worcester County Easement

To Whom It May Concern:

In reference to the Utility Easement with the Worcester County Department of Public Works, please note William Cummings is the Vice President of the GlenRiddle Community Association Board of Directors. Additionally, he is an authorized agent of the community to sign any and all legal or community related documents on behalf of GlenRiddle Community Association. Attached you'll find a copy of the August 11, 2016 Board of Directors meeting minutes approving the easement with the revised language and \$8,500.00 consideration under section 7, item number 1. Additionally, please note Mr. William Cummings signed the document due to the Board President, as well as, representative of the Declarant of GlenRiddle Community, Josh Mastrangelo, being absent from the meeting.

If you have additional questions or concerns, please feel free to reach out to me at 410-213-1554 or lcella@legumnorman.com.

Sincerely yours,

Lisa Cella- Meck, CMCA®
General Manager

GLENRIDDLE COMMUNITY ASSOCIATION, INC

BOARD OF DIRECTORS MEETING MINUTES

August 11, 2016

GlenRiddle Community Center

Berlin, MD

I. Call to Order

The meeting was called to order by Bill Cummings at 1:00 PM

II. Roll Call/Quorum

Board Members present were Bill Cummings, Ed Townsend, And Dave Ryan. General Manager Lisa Cella was also present. President Josh Mastrangelo was absent as was Adam Nelson was absent. Homeowners John Korenko and Ron Sloan, were also present.

III. Approval of Minutes

Minutes from the last meeting, May 19, 2016, were submitted and there being no noted changes needed, a motion to approve was made by Dave Ryan and seconded by Ed Townsend and approved by all members present

IV. Approval of Agenda

Dave Ryan made a motion to approve the Agenda and motion was seconded by Ed Townsend and approved

V. Reports

President's Reports

With the President being absent today, no report was made.

Manager's Report- Lisa Cella

- i. Lisa said carpets in the clubhouse will be replaced on Mon. 8/15/16
- ii. The Cleaning company change to Coastline was effective 8/1/16 and has gone smoothly
- iii. Interactive Fountain Cover-Through three quarters of the summer the community is well below budget for the pool. With one month left to maintain the pool it is assumed this will be maintained and prior approval of the fountain cover which stipulated coming in below budget in its approval is anticipated and plans are being made to obtain the fountain cover for \$1,350.00.
- iv. Insurance renewals/changes we approved for 2016-2017 for \$30,859.94

VI. Committee Reports

a. Marina

1. Fire/Collapse/ Vandalism insurance quotes were requested by the Marina Committee. Lisa obtained them and they are as follows:
 - \$1030.00/ann for \$250,000 in coverage
 - \$2060.00/ann for \$500,000 in coverage
 - \$4,120.00/ann for \$1,000,000 in coverage

While all boaters are supposed to have liability insurance, the community is not apprised of the amounts. It was recommended that all boat owners in the marina maintain a minimum level of liability insurance of \$250,000 to protect the docks as most fire/damage to the docks is a result of boat malfunctions. This issue will be sent back to the Marina Committee.

b. Budget Committee

1. The 2015 audit was reviewed. The budget committee has recommended the approval by the Board. Some recommendations have been made by the auditors to consolidate the Marina Fund and the Replacement Fund as they are used to complete needed renovations to community amenities in general. That was agreed upon by the members and approved. The Board also noted that the 2015 excess funds would be approved to applied to next year's (2016) budget. All of these issues being addressed and approved, a motion to approve the Audit was made by Dave Ryan, Ed Townsend seconded the motion and the Audit was approved as presented with those clarifications.

c. Architectural Control Committee

1. The design guidelines have been amended to be more specific to improve the homebuilding process and maintain the quality of new home construction. The decorative Exterior Objects clause was also amended to remove the \$50 fee and the absolute number of the objects has been eliminated, however the Committee will maintain its right to restrict certain sizes and numbers of ornaments and any one unit. The Board feeling that these amendments improve the Community overall made a motion to approval the amendments. It was seconded and approved

VII. New Business

a. Water/Sewer easement

Worcester County Department of Public works has provided GlenRiddle with a new contract that has been reviewed and approved by our attorney, Jim Almand, raising the fee for our consideration from \$100 to \$8,500 and restore all property to its original condition following the installment of the underground water piping. The \$8,500 in consideration will be added as other income. The Board felt happy with the county's financial consideration and their promise to rebuild any

disturbed property to its original condition. Dave Ryan made a motion to approve, Ed Townsend seconded and the motion was approved and the contract was signed.

b. Termite Inspection/ Baiting System Estimates

The Board was given the Taylor Pest Control Proposal for termite control of the clubhouse, including the installation of Advance Baiting Systems the first years' maintenance for the clubhouse and the two adjacent outbuildings. The total firsts years' cost was \$2,800 and the annual renewal thereafter would be \$600. The Board felt that these costs should be reviewed by the Budget Committee prior to making a final determination

c. Contract Renewals-We received a number of renewals from Sposato Landscape to renew their contracts from January, 2017 through December, 2019

- i. **Single family homes-** The services and their costs remain essentially unchanged. The only changes we have realized over the years and will continue to see is the number of settled homes that Sposato adds as they are purchased.
- ii. **Common Areas-**This service cost is also essentially unchanged from the prior contract
- iii. **Irrigation Maintenance-**For the common areas, were irrigated, Sposato has recommended the Gold Commercial Service Program which the Community have been using. This cost is also essentially unchanged from prior years.
- iv. **Coastline Management-** Tributaries has maintained the Coastline Areas of GlenRiddle, treating for Phragmites, and pruning Bayberry, and Grounded Shrubs. The will also remove invasive plants and place selective plants along the coastline, as well as maintain the Rip Rap around the marina. The costs of this service is relatively unchanged
- v. **Storm Water Management-**Tributaries will continue to maintain the ponds to keep control of algae and to maintain the buffers according to state regulations and water management system to minimize flooding. This contract is substantially unchanged from Prior years

After completing and discussing all the contracts, and discussing the positive response of Sposato and Tributaries work over the years. A motion was made to approve all of the contracts with Sposato and Tributaries. They were seconded and approved by the board.

Viii. Resident open Forum-There being no specific issues from the residents in attendance, the meeting moved on.

IX. Adjournment-There being no other issues Bill Cummings asked for a motion to adjourn the meeting. Dave Ryan made the motion, Ed Townsend seconded and the motion was approved at 1:40 pm to adjourn the Board Meeting.





16

RECEIVED
OCT 25 2016
WORCESTER COUNTY
MARIANA

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 21, 2016
SUBJECT: Bid Recommendation - Chemicals

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

On October 11, 2016, bids were received and opened for providing chemicals for the Water and Wastewater Division of the Department of Public Works. Copies of the bids submitted are attached for your review and a tabulation of the bids is attached.

In review of the bids, it was noted that the bid from Maryland Chemical was conditioned, with the exception of Aluminum Chloride, that the prices quoted were only valid if all chemicals were awarded to them. There is no financial benefit to the County in accepting that condition so their bid prices are not recommended.

Next, we would not recommend purchasing 15 and 55 gallon drums of Sodium Hypochlorite from different suppliers therefore we will recommend both be purchased from Intercoastal Trading because even though their bid for 15 gallon drums is higher than Coyne Chemical, their combined bid for the two is lower.

Considering the comments above, the following are the lowest prices submitted and the recommended suppliers:

Bidder	Chemical	Unit Price	Total Price	Page
Intercoastal Trading	Sodium Bisulfite 15 Gal	\$2.90	\$5,655.00	5
	Sodium Bisulfite 55 Gal	\$2.62	\$10,087.00	
	Sodium Hypochlorite 15 Gal	\$2.20	\$25,080.00	
	Sodium Hypochlorite 55 Gal.	\$2.05	\$22,550.00	
Coyne Chemical	Sodium Hydroxide 50 Lb.	\$21.03	\$68,347.50	7
F2 Industries	Pot. Permanganate 55 lb.	\$118.50	\$5,925.00	10
USALCO	Aluminum Chloride lb.	\$0.1149	\$49,407.00	12
Elliot's Hardware	Solar Salt 50 lb. Bag	\$6.45	\$10,126.50	14

Bid Specifications _____ 24

Based on the information provided, we recommend award of the chemical bids to the low bidders identified above.

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

Attachments

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

Competitive Bid Worksheet

Item: Purchase of Chemicals for Water & Wastewater

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, October 11, 2016

Bids Received by deadline = 9

Vendor's Submitting Bids

Chemical Bid (unit size)	Coyne Chemical 3015 State Rd Croydon, PA 19021	Summit Chemical 3 Richards Green Ct Owings Mill, MD 21117	Elliott's Hardware 12550 Marjan Lane Ocean City, MD 21842	Kemira Water 4321 W 6 th St Lawrence, KS 66049	USALCO 2601 Cannery Ave Baltimore, MD 21226	F2 Industries 423C Smyrna Sq Dr Smyrna, TN 37167	Chemtrade 90 E. Halsey Rd Parsippany, NJ 07054	Unknown Maryland Chemical Company 3310 Childs St Baltimore, MD 21206 \$61.02	Intercoastal P.O. Box 430 Secretary, MD 21664
Sodium Bisulfite (15 gallon)	\$ 58.26	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 43.50	
Sodium Bisulfite (55 gallon)	\$ 220.81	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 156.59 \$ 144.10	
Sodium Hypochlorite (15 gallon)	\$ 32.14	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 39.75 \$ 33.00	
Sodium Hypochlorite (55 gallon)	\$ 197.10	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 99.00 \$ 112.75	
Sodium Hydroxide (50 pound)	\$ 21.03	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 24.40 \$ 23.00	
Potassium Permanganate (55 pound)	\$ 150.43	NO BID	NO BID	NO BID	NO BID	\$ 118.50	NO BID	\$ 220.00 \$ 211.75 Imp 239.25 CARUS	
Aluminum Chloride (430,000 lbs)	NO BID	\$ 82,130.00	NO BID	\$ 50,310.00	\$ 49,407.00	NO BID	\$ 77,400.00	67,940.00 \$ 66,650.00	
Solar Salt (50 pound)	\$ 10.41	NO BID	\$ 6.45	NO BID	NO BID	NO BID	NO BID	\$ 7.10 \$ 8.45	

W

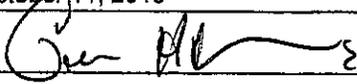
Worcester County Department of Public Works - Water and Wastewater Division
Summary of Chemical Bids Received October 11, 2016

Company Name	Sodium Bisulfite 15 Gallon	Sodium Bisulfite 55 Gallon	Sodium Hypochlorite 15 Gallon	Sodium Hypochlorite 55 Gallon	Sodium Hydroxide 50 Pound	Potassium Permanganate 55 Pounds	Aluminum Chloride 430,000 Pounds	Solar Salt 50 Pounds	
Coyne Chemical Croydon, PA	\$ 58.26	\$ 220.81	\$ 32.14	\$ 197.10	\$ 21.03	\$ 150.43		\$ 10.41	
Summit Chemical Owings Mills, MD							\$ 82,130.00		
Elliot's Hardware Ocean City, MD								\$ 6.45	
Kemira Water Lawrence KS							\$ 50,310.00		
USALCO Baltimore, MD							\$ 49,407.00		
F2 Industries Smyrna TN						\$ 118.50			
Chemtrade Parsippany, NJ							\$ 77,400.00		
MD Chemical Co. Baltimore, MD (1)	\$ 61.02	\$ 156.59	\$ 39.75	\$ 99.00	\$ 24.40	\$ 220.00	\$ 67,940.00	\$ 7.10	\$ 68,547.86
Intercoastal Secretary, MD	\$ 43.50	\$ 144.10	\$ 33.00	\$ 112.75	\$ 23.00	Carus 239.25 IMP 211.75	\$ 66,650.00	\$ 8.45	\$ 66,658.45

(1) - With the exception of Aluminum Chloride, the bid from Maryland Chemical Company was submitted as a package with all items awarded to them to honor the prices bid.

BID MUST BE SIGNED TO BE VALID

Date: October 11, 2016

Signature: 

Typed/Printed Name: George H Robinson

Title: President

Firm: Intercoastal Trading Inc

Address: 29 Phillips Industrial Park Drive
Cambridge, MD 21613

Phone: 410 228-1111

Email: grobinson@intercoastaltrading.com

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

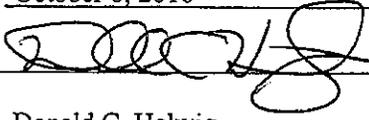
I/we have reviewed the Information for Bidders for furnishing treatment plant chemicals to the Water and Wastewater Division of the Worcester County Department of Public Works and understand said requirements. I/we hereby propose to furnish chemicals as specified.

The following is a detailed breakdown of chemical prices delivered. County will select the individual supplier based on the delivered price bid. **Bidders may bid any or all treatment plant chemicals listed.**

Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130	2.90 / gallon	\$ 5,655.00
		55 Gallon Drum	70	\$2.62 / gallon	\$ 10,087.00
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760	\$2.20 / gallon	\$ 25,080.00
		55 Gallon Drum	200	\$2.05 / gallon	\$ 22,550.00
3	Sodium Hydroxide	50 Pound Bag	3,250	\$0.4600 / pound 55.115 # poly bag NSF approved	\$ 74,750.00
4	Potassium Permanganate	55 Pound Bucket	50	Carus \$4.35 / # Import \$3.85 / #	\$ 11,962.50 \$ 10,587.50
5	Aluminum Chloride	Bulk Pounds	430,000	\$0.1550 / pound	\$ 66,650.00
6	Solar Salt	50 Pound Bags	1,570	\$0.1690 / pound	\$ 13,266.50

BID MUST BE SIGNED TO BE VALID

Date: October 6, 2016

Signature: 

Typed/Printed Name: Donald C. Helwig

Title: Vice President/CFO

Firm: George S. Coyne Chemical Co., Inc.

Address: 3015 State Road
Croydon, PA 19021

Phone: 215-785-3000

Email: 215-785-1585

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

I/we have reviewed the Information for Bidders for furnishing treatment plant chemicals to the Water and Wastewater Division of the Worcester County Department of Public Works and understand said requirements. I/we hereby propose to furnish chemicals as specified.

The following is a detailed breakdown of chemical prices delivered. County will select the individual supplier based on the delivered price bid. **Bidders may bid any or all treatment plant chemicals listed.**

Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130	\$58.26/drum <i>minimum 9 drums/delivery</i>	\$7,573.80
		55 Gallon Drum	70	\$220.81/drum <i>minimum 2 drums/delivery</i>	\$15,456.70
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760	\$32.14/drum <i>minimum 27 drums/delivery</i>	\$24,426.40
		55 Gallon Drum	200	197.10/drum <i>minimum 2 drums/delivery</i>	\$39,420.00
3	Sodium Hydroxide	50 Pound Bag	3,250	\$21.03/bag <i>minimum 280 bags/delivery</i>	\$68,347.50
4	Potassium Permanganate	55 Pound Bucket	50	\$150.43/bucket	\$7,521.50
5	Aluminum Chloride	Bulk Pounds	430,000	No Bid	No Bid
6	Solar Salt	50 Pound Bags	1,570	\$10.41/bag <i>minimum 49 bags (1 pallet)/delivery</i>	\$16,343.70

George S. Coyne Chemical Co., Inc.

3015 State Road, Croydon, PA 19021-6997

215 785-3000 215 785-1585 FAX 800 523-1230 ORDER ENTRY

September 30, 2016

Worcester County, Maryland
Office of the County Commissioners
Worcester County Government Center
One West Market Street - Room 1103
Snow Hill, Maryland 21863

Bid Due: October 11, 2016 @ 1:00 pm
Bid Name: Supply & Delivery of Chemicals

May we please have a tabulation of the bids received after the referenced bid opening?
Enclosed is a self addressed, stamped envelope for your convenience.

✓ mailed
10/11/16

If it would be more convenient, you may also fax the results to the following:
Attn: Bid Department at (215) 785 - 1585, or email them to bidadministration@coynechemical.com

Thank you.

Sincerely,

George S. Coyne Chemical Co., Inc.
Bid Administration Department

BID MUST BE SIGNED TO BE VALID

Date: 10-6-16
Signature: William Ferrell, Jr
Typed/Printed Name: William Ferrell, Jr
Title: Partner
Firm: F2 Industries, LLC
Address: 423 C Smyrna Square Drive
Smyrna, TN 37167
Phone: 615-459-4620 or 877-828-1652
Email: kimberly@f2ind.com

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

I/we have reviewed the Information for Bidders for furnishing treatment plant chemicals to the Water and Wastewater Division of the Worcester County Department of Public Works and understand said requirements. I/we hereby propose to furnish chemicals as specified.

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1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130		
		55 Gallon Drum	70		
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760		
		55 Gallon Drum	200		
3	Sodium Hydroxide	50 Pound Bag	3,250		
4	Potassium Permanganate	55 Pound Bucket	50	\$2.15/lb or \$118.50/pail	\$5,925.00
5	Aluminum Chloride	Bulk Pounds	430,000		
6	Solar Salt	50 Pound Bags	1,570		

BID MUST BE SIGNED TO BE VALID

Date: 10/6/2016

Signature: Brandy Canatella

Typed/Printed Name: Brandy Canatella

Title: Customer Account Coordinator

Firm: USALCO Baltimore Plant, LLC

Address: 2601 Cannery Avenue

Baltimore, MD 21226

Phone: 410-354-0100 x2

Email: insidesales@usalco.com

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

I/we have reviewed the Information for Bidders for furnishing treatment plant chemicals to the Water and Wastewater Division of the Worcester County Department of Public Works and understand said requirements. I/we hereby propose to furnish chemicals as specified.

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Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130	No Bid	No Bid
		55 Gallon Drum	70	No Bid	No Bid
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760	No Bid	No Bid
		55 Gallon Drum	200	No Bid	No Bid
3	Sodium Hydroxide	50 Pound Bag	3,250	No Bid	No Bid
4	Potassium Permanganate	55 Pound Bucket	50	No Bid	No Bid
5	Aluminum Chloride	Bulk Pounds	430,000	\$0.1149	\$49,407.00
6	Solar Salt	50 Pound Bags	1,570	No Bid	No Bid

BID MUST BE SIGNED TO BE VALID

Date: 09-22-16
Signature: 
Typed/Printed Name: Mark P. Elliott
Title: President
Firm: Elliott's Hardware, Inc.
Address: 12590 Marjan Lane
Ocean City MD 21842
Phone: 410-213-1088
Email: elliotts12590@verizon.net
or officeboss3@verizon.net

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

SUPPLY AND DELIVERY OF CHEMICALS FOR THE WATER AND WASTEWATER DIVISION

PROPOSAL FORM

I/we have reviewed the Information for Bidders for furnishing treatment plant chemicals to the Water and Wastewater Division of the Worcester County Department of Public Works and understand said requirements. I/we hereby propose to furnish chemicals as specified.

The following is a detailed breakdown of chemical prices delivered. County will select the individual supplier based on the delivered price bid. Bidders may bid any or all treatment plant chemicals listed.

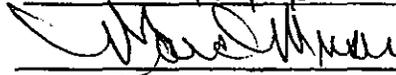
Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130		
		55 Gallon Drum	70		
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760		
		55 Gallon Drum	200		
3	Sodium Hydroxide	50 Pound Bag	3,250		
4	Potassium Permanganate	55 Pound Bucket	50		
5	Aluminum Chloride	Bulk Pounds	430,000		
6	Solar Salt	50 Pound Bags	1,570	6.45	10,126.50

BID MUST BE SIGNED TO BE VALID

Date:

10/5/16

Signature:



Typed/Printed Name:

MARC MUSER

Title:

SALES DIRECTOR

Firm:

SUMMIT CHEMICAL SPECIALTY PRODUCTS

Address:

45 RIVER RD SUITE 300
FLEMINGTON, NJ 08822

Phone:

908-782-9500

Email:

MMUSER@SUMMITCHEM.COM

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

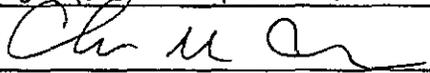
I/we have reviewed the Information for Bidders for furnishing treatment plant chemicals to the Water and Wastewater Division of the Worcester County Department of Public Works and understand said requirements. I/we hereby propose to furnish chemicals as specified.

The following is a detailed breakdown of chemical prices delivered. County will select the individual supplier based on the delivered price bid. **Bidders may bid any or all treatment plant chemicals listed.**

Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130	—	—
		55 Gallon Drum	70	—	—
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760	—	—
		55 Gallon Drum	200	—	—
3	Sodium Hydroxide	50 Pound Bag	3,250	—	—
4	Potassium Permanganate	55 Pound Bucket	50	—	—
5	Aluminum Chloride	Bulk Pounds	430,000	\$ 0.191/LB	\$ 82,130-
6	Solar Salt	50 Pound Bags	1,570	—	—

BID MUST BE SIGNED TO BE VALID

Date: October 5, 2016

Signature: 

Typed/Printed Name: Christina M. Imbrogno

Title: Customer Service Manager

Firm: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St.
Lawrence, KS 66049

Phone: (800) 879-6353

Email: kwsna.bids@kemira.com

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

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Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130	NO BID	NO BID
		55 Gallon Drum	70	NO BID	NO BID
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760	NO BID	NO BID
		55 Gallon Drum	200	NO BID	NO BID
3	Sodium Hydroxide	50 Pound Bag	3,250	NO BID	NO BID
4	Potassium Permanganate	55 Pound Bucket	50	NO BID	NO BID
5	Aluminum Chloride <i>Kemira ACL-28</i>	Bulk Pounds	430,000	<i>0.117</i>	<i>50,310.00</i>
6	Solar Salt	50 Pound Bags	1,570	NO BID	NO BID

BID MUST BE SIGNED TO BE VALID

Date: SEPTEMBER 27, 2016

Signature: *Elizabeth Ryno*

Typed/Printed Name: ELIZABETH RYNO

Title: MARKETING SPECIALIST

Firm: CHEMTRADE CHEMICALS US LLC

Address: 90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054

Phone: 800 441 2659

Email: bids@chemtradelogistics.com

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

I/we have reviewed the Information for Bidders for furnishing treatment plant chemicals to the Water and Wastewater Division of the Worcester County Department of Public Works and understand said requirements. I/we hereby propose to furnish chemicals as specified.

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Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130	NO BID	
		55 Gallon Drum	70	NO BID	
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760	NO BID	
		55 Gallon Drum	200	NO BID	
3	Sodium Hydroxide	50 Pound Bag	3,250	NO BID	
4	Potassium Permanganate	55 Pound Bucket	50	NO BID	
5	Aluminum Chloride	Bulk Pounds	430,000	* \$0.18/lb	\$77,400.00
6	Solar Salt	50 Pound Bags	1,570	NO BID	

* PRODUCT BEING BID ON IS CHEMTRADE'S HYPER+ION 1000
FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$360.00/TON

BID MUST BE SIGNED TO BE VALID

Date: 10/10/16
Signature: Catherine A. Glose
Typed/Printed Name: Catherine A. Glose
Title: VP, Sales/ Purchasing
Firm: Maryland Chemical Co. Inc.
Address: 3310 Childs St.
Baltimore MD 21226
Phone: (410) 752-1800
Email: sales@mdchem.com

* Comments/ Exceptions:

- 1) There are no additional delivery charges or deposit costs with Maryland Chemical; however, all 55 gallon drums and 15 gallon del drums are to be returned/ picked up by Maryland Chemical. Worcester Cty WWTP will be charged \$45.00 per unaccounted drum.
- 2) The prices quoted above, with the exception of the Aluminum Chloride, are being submitted as a package. Except for Aluminum Chloride, all individual line items must be awarded to Maryland Chemical for pricing to be valid.
- 3) The Aluminum Chloride price is valid through December 2016.
- 4) All other pricing is valid for 1 year after the contact award date.

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

**SUPPLY AND DELIVERY OF CHEMICALS
FOR THE
WATER AND WASTEWATER DIVISION**

PROPOSAL FORM

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The following is a detailed breakdown of chemical prices delivered. County will select the individual supplier based on the delivered price bid. **Bidders may bid any or all treatment plant chemicals listed.** * See below for comments and exceptions.

Item	Description	Unit	Est. Quantity	Unit Price	Total Price
1	Sodium Bisulfite (Liquid)	15 Gallon Drum	130	\$61.02	\$7,932.60
		55 Gallon Drum	70	\$156.59	\$10,960.95
2	Sodium Hypochlorite (Liquid)	15 Gallon Drum	760	\$39.75	\$30,210.00
		55 Gallon Drum	200	\$99.00	\$19,800.00
3	Sodium Hydroxide	50 Pound Bag	3,250	\$24.40	\$79,300.00
4	Potassium Permanganate	55 Pound Bucket	50	\$220.00	\$11,000.00
5	Aluminum Chloride	Bulk Pounds	430,000	\$0.1580	\$67,940.00
6	Solar Salt	50 Pound Bags	1,570	\$7.10	\$11,147.00

* See next page for comments/exceptions regarding the bid prices above.

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



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

September 21, 2016

FAXED
9/21/16 @ 12:27pm

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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on September 29, 2016. Thank you.

NOTICE TO BIDDERS

Supply and Delivery of Chemicals for Water and Wastewater Division of Public Works Worcester County, Maryland

The Worcester County Commissioners are currently accepting individual bids for the supply and delivery of chemicals for the Water and Wastewater Division of the Department of Public Works. Bid specification packages and bid forms may be picked up 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. **Sealed bids will be accepted until 1:00 PM, Tuesday, October 11, 2016** in the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Supply and Delivery of Chemicals**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to John S. Ross, P.E., Deputy Director of Public Works, at jross@co.worcester.md.us, or 410-641-5251, extension 2412.

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

INSTRUCTION TO BIDDERS

SUPPLY AND DELIVERY OF CHEMICALS FOR THE WATER AND WASTEWATER DIVISION

1. Bids
 - A. Bids should be submitted in seal envelopes clearly marked in the lower Left-hand corner "Supply and Delivery of Chemicals"
2. Late Bids
 - A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before 1:00 p. m. on October 11, 2016. Bids received after the after the appointed time will not be considered.
3. Award of Contract
 - A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the in the Office of the County Commissioners.
 - B. The Department of Public Works will prepare a tabulation of the bids and a recommendation to the County Commissioners for approval of bid award by the Commissioners at the regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive informalities and technicalities, and to accept the bid they determine to be in the best interest of the County.
4. Taxes
 - A. The County is exempt from all Federal and State taxes. Your prices should reflect same.
5. Scope of Work
 - A. Supply and Delivery of Chemicals - The following chemicals are to be provided:

Sodium Bisulfite (liquid) - Provide 38% solution in 15 gallon or 55 gallon containers in the quantities listed on the bid form. Normal order will be for 1-pallet/9 containers at 15 gallons each.

Sodium Hypochloride (liquid) - Provide 12.5 percent solution in 15 or 55 gallon containers in the quantities listed on the bid form. Normal order will be 3 to 4 pallets with 9 containers (15 gallon) per pallet.

Sodium Hydroxide (Solid Pearl) - Provided in 50 pound bags in the quantities listed on the bid form. Normal orders would be 5 pallets at 56 bags per pallet.

Potassium Permanganate - Free flowing granular material meeting AWWA specification B603-77 with a minimum 97% purity. Also to be National Sanitation Foundation Standard 60 Compliant. Provided in 55 pound containers in the quantities listed on the bid form. Normal delivery will be 4 of the 55 lb containers per delivery.

Aluminum Chloride (ALS Flocc 28%) - Delivered in bulk in the quantities listed on the bid form. Normal delivery will be approximately 43,000 lbs bulk delivery.

Solar Salt - Delivered in 50 Pound bags in the quantities listed on the bid form. Normal delivery is 1-pallet, approximately 50 bags per pallet.

- B. Location of Work - Chemicals are to be delivered to the Ocean Pines Wastewater Treatment Plant - 1000 Shore Lane, Ocean Pines, Maryland, 21811.
6. Warranty and Guarantee
 - A. Supplier warrants and guarantees to Worcester County that all chemicals delivered will be in accordance with specifications and will not be defective. Prompt notice of all defects shall be given to the Supplier. Supplier shall promptly, without cost to the County, correct such defects.
7. Contract Term
 - A. Chemical Supply Contract will be for a term of 2-years with an additional 2-year term upon mutual consent.
8. Contract Award
 - A. County intends to award the contract for supply of chemicals based on the price provided for each chemical individually. Any additional discount provided for the award of multiple chemicals shall be clearly described in the bid submittal.
 - B. Suppliers are not required to provide a price for all listed chemicals for their bid to be considered.
9. Payment
 - A. The Supplier shall submit to the Water and Wastewater Division Office an Application for payment, for chemicals delivered. Such a request will be accompanied by such supporting documentation as is required to confirm chemical delivery. Payment will follow within 30 days of an approved invoice and supporting documentation.



17

RECEIVED
OCT 25 2016
MIN

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: October 25, 2016
SUBJECT: Bid Recommendation Coating Rehabilitation of the
Mystic Harbour Water Tower

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

On October 11, 2016, eight (8) bids were received and opened for Coating Rehabilitation of the Mystic Harbour Water Tower. The following summary and attached bids are submitted for your review:

Company Name	Total Bid Price	Page
Horizon Brothers Painting Howell, MI	\$588,900	4
D&M Painting Corp. Washington, PA	\$598,840	5
K&K Painting Baltimore, MD	\$644,000	6
Nostos SS Contractors LLC Reston, VA	\$645,600	7
Manolis Painting, Inc. Baldwin, MD	\$794,300	8
Blastech Enterprises, Inc. Baltimore, MD	\$795,000	9
Titan Industrial Services, Inc. Baltimore, MD	\$938,244	10
Utility Service Co. Inc. Perry, GA	\$972,300	11

This project is being funded from unspent bond funds from the waterline interconnection between Mystic Harbour, Landings and Assateague Point. There is approximately \$300,000 available, considerably less than the low bid. It is clear that there was significant interest in the project and rebidding without modifying the scope would not resolve the financial shortfall.

In discussing this project with the design engineer, there are a number of cost reduction measures that could be taken to reduce this project cost including:

- Eliminating the fourth coat of the tank painting system
- Reducing the quality of the tank painting system
- Reducing the quality of the dry interior paint system
- Eliminating the Logo
- Reducing the scope of non critical repairs

Based on the information provided above, it is recommended that the County Commissioners reject bids, modify the bid documents to include some cost saving measures and rebid the project. *

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

Attachments

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

Competitive Bid Worksheet

Item: Coating Rehabilitation of Mystic Harbour Water Tower

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, October 11, 2016

Bids Received by deadline = 8

Vendor's Submitting Bids

Total Lump Sum Bid

Utility Service Co., Inc.
535 Courtney Hodges Blvd
Perry, GA 31069

\$ 972,300⁰⁰

Manolis Painting Inc.
3101 Bennington Court
Baldwin, MD 21013

\$ 794,330⁰⁰

D & M Painting Corporation
1500 Amity Ridge Road
Washington, PA 15301

\$ 598,840⁰⁰

K & K Painting, Inc.
1704 Joplin Street
Baltimore, MD 21224

\$ 644,000⁰⁰

Nostos SS Contractors, LLC
12020 Sunrise Valley Drive, Suite 100
Reston, VA 20191

\$ 645,600⁰⁰

Horizon Brothers Painting
1053 Kendra Lane
Howell, MI 48843

\$ 588,900⁰⁰

Blastech Enterprises, Inc.
2220 Van Deman Street, Suite 100
Baltimore, MD 21224

\$ 795,000⁰⁰

Titan Industrial Services, Inc.
4054 North Point Road
Baltimore, MD 21222

\$ 938,244⁰⁰

I/We submit this bid for the following work: **Coating Rehabilitation of The Mystic Harbour Water Tower**. The following represents the TOTAL PRICE BID on a LUMP SUM basis:

TOTAL BID PRICE: Five Hundred Eighty Eight Thousand Nine Hundred Dollars (\$588,900.00)
(Lump Sum)

BIDDER'S NAME Horizon Bros. Painting Corp.
(Print Clearly)
BIDDER'S ADDRESS 1053 Kendra Lane
Howell, MI 48843

BIDDER'S TELEPHONE 810-632-3362

BIDDER'S E-MAIL ADDRESS office@horizonbros.com

Ded Gjolaj - President
Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 10/10/16


Signature of Person/Company Officer Submitting Bid

I/We submit this bid for the following work: **Coating Rehabilitation of The Mystic Harbour Water Tower**. The following represents the TOTAL PRICE BID on a LUMP SUM basis:

TOTAL BID PRICE: \$ 598,840.
(Lump Sum)

BIDDER'S NAME D & M Painting Corporation
(Print Clearly)
BIDDER'S ADDRESS 1500 Amity Ridge Road
Washington, PA 15301
BIDDER'S TELEPHONE 724-229-0440
BIDDER'S E-MAIL ADDRESS kathleen@dmpaintingcorp.com
Mike Makripodis, President/Secretary
Clearly Printed Name of Person/Company Officer
Submitting Bid
DATE: October 11, 2016

Signature of Person/Company Officer Submitting
Bid

I/We submit this bid for the following work: Coating Rehabilitation of The Mystic Harbour Water Tower. The following represents the TOTAL PRICE BID on a LUMP SUM basis:

TOTAL BID PRICE: \$ 644,000.⁰⁰
(Lump Sum)

BIDDER'S NAME
(Print Clearly)
BIDDER'S ADDRESS

KEK PAINTING, INC
1704 JOPPIN ST.
BALTI., MD. 21224

BIDDER'S TELEPHONE

410-633-2381

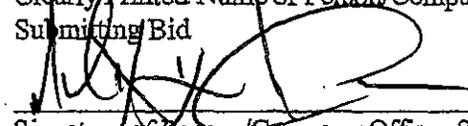
BIDDER'S E-MAIL ADDRESS

KKPAINT@MSH.COM

NICK KALIAKODAS

Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 10/11/16


Signature of Person/Company Officer Submitting
Bid

I/We submit this bid for the following work: **Coating Rehabilitation of The Mystic Harbour Water Tower**. The following represents the TOTAL PRICE BID on a LUMP SUM basis:

TOTAL BID PRICE: \$645,600.00
(Lump Sum)

BIDDER'S NAME NOSTOS SS CONTRACTORS, LLC
(Print Clearly)
BIDDER'S ADDRESS 12020 SUNRISE VALLEY DRIVE, ST. 100

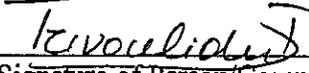
RESTON, VA 20191

BIDDER'S TELEPHONE 703-620-0041

BIDDER'S E-MAIL ADDRESS OFFICE@NOSTOSLLC.COM

IRENE TRIVOULIDES
Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 10/10/2016

 /SECRETARY
Signature of Person/Company Officer Submitting
Bid

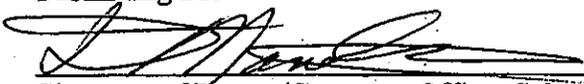
I/We submit this bid for the following work: **Coating Rehabilitation of The Mystic Harbour Water Tower.** The following represents the TOTAL PRICE BID on a LUMP SUM basis:

TOTAL BID PRICE: \$ 794,330⁰⁰
(Lump Sum)

BIDDER'S NAME Manolis Painting Inc.
(Print Clearly)
BIDDER'S ADDRESS Mailing: P.O. Box 9710 Shipping: 539 N. Dean St.
Baldwin, MD 21013 Baltimore, MD 21205

BIDDER'S TELEPHONE 410-276-1369

BIDDER'S E-MAIL ADDRESS manolispainting@gmail.com
Demetrios Manolis, President
Clearly Printed Name of Person/Company Officer Submitting Bid

DATE: 10-6-16

Signature of Person/Company Officer Submitting Bid

I/We submit this bid for the following work: **Coating Rehabilitation of The Mystic Harbour Water Tower**. The following represents the **TOTAL PRICE BID** on a **LUMP SUM** basis:

TOTAL BID PRICE: \$ 795,000.00
(Lump Sum)

BIDDER'S NAME BLASTECH ENTERPRISES, INC.
(Print Clearly)
BIDDER'S ADDRESS 2200 VAN DEMAN STREET, SUITE 100
BALTIMORE, MD 21224

BIDDER'S TELEPHONE 410-633-7070
BIDDER'S E-MAIL ADDRESS CHRISTINAH@BLASTECHENTERPRISES.COM
JOHNK@BLASTECHENTERPRISES.COM

JOHN KORFIATIS
Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 10/11/2016

[Signature]
Signature of Person/Company Officer Submitting Bid



I/We submit this bid for the following work: **Coating Rehabilitation of The Mystic Harbour Water Tower**. The following represents the **TOTAL PRICE BID** on a **LUMP SUM** basis:

TOTAL BID PRICE: \$938,244⁰⁰ Nine hundred thirty eight thousand two hundred forty four Dollars
(Lump Sum)

BIDDER'S NAME Titan Industrial Services, Inc
(Print Clearly)
BIDDER'S ADDRESS 4054 North Point RD

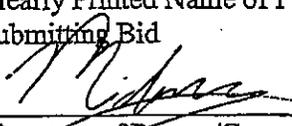
Dundalk MD 21222

BIDDER'S TELEPHONE 410-477-1857

BIDDER'S E-MAIL ADDRESS Pete @ titanindust.com

Michael Forakis
Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 10-11-16


Signature of Person/Company Officer Submitting Bid

I/We submit this bid for the following work: **Coating Rehabilitation of The Mystic Harbour Water Tower.** The following represents the **TOTAL PRICE BID** on a **LUMP SUM** basis:

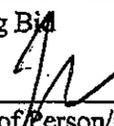
TOTAL BID PRICE: \$ 972,300
(Lump Sum)

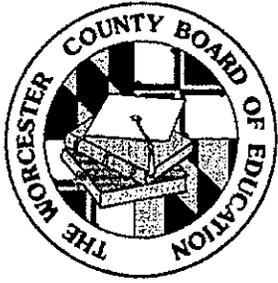
BIDDER'S NAME Utility Service Co., Inc.
(Print Clearly)
BIDDER'S ADDRESS 535 Courtney Hodges Blvd.
Perry, GA. 31069

BIDDER'S TELEPHONE 478-987-0303

BIDDER'S E-MAIL ADDRESS jcato@utilityservice.com
Jonathan Cato, VP of Tank Services
Clearly Printed Name of Person/Company Officer
Submitting Bid

DATE: 10/11/16


Signature of Person/Company Officer Submitting Bid



18

October 26, 2016

**THE BOARD
OF EDUCATION
OF WORCESTER
COUNTY**

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

ADMINISTRATION

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Superintendent of Schools

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

LOUIS H. TAYLOR
Chief Operating Officer

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

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WILLIAM L. GORDY

ROBERT A. ROTHERMEL, JR.

SARA D. THOMPSON

Mr. Madison J. Bunting, Jr., President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Bunting:

On an annual basis, we review our Capital Improvement Program (CIP) with the Commissioners. On November 1st, we will be reviewing the proposed FY 2018 CIP with you. The FY18 CIP has been developed in accordance with the county Capital Improvement Plan and is in compliance with the Maryland Interagency Committee for School Construction (IAC) regulations.

We will be seeking the Commissioners' approval of the enclosed CIP as a planning document. Verification to the IAC that the County Commissioners have approved the proposed plan is needed prior to November 28th. The 2016-2017 Educational Facilities Master Plan provides additional information on our current and future facility needs and is available for your viewing or downloading from our school system web site at:

www.worcesterk12.com/Facilities_Master_Plan.htm

The proposed FY18 CIP is consistent with the Worcester County Ten Year Capital Improvement Plan and incorporates all prior recommendations of the County Commissioners regarding our future school construction needs as follows:

- **Showell Elementary School: Replacement School**

The Showell Elementary School Feasibility Study, completed in April 2014, detailed the need for the construction of a replacement school. The Study was approved by the Board of Education in May 2014 and by the County Commissioners in August 2014. The Study, including the replacement school recommendation, was approved by the State in September 2014. The Board of Education completed Conceptual Planning and Educational Specifications for the Showell project in August 2016. Through this process, and in cooperation with the Commissioners and County staff, we have reduced the working project cost estimate for Showell from the \$54.6 million included in our FY17 CIP last October to our current working project estimate of \$42.4 million. Our FY18 CIP includes a Planning Request for Showell Elementary seeking State authorization to begin architectural planning for the project.



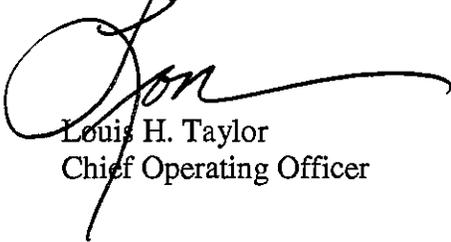
- **Future Projects**

The FY18 CIP also includes a proposed addition project at Stephen Decatur Middle School to eliminate the need for nine portable classrooms at the school. We have also included roof replacement projects at Pocomoke Middle and Snow Hill Middle Schools. At this time, we envision a transition from major school construction projects to an emphasis on smaller systemic projects as we move forward with our school construction planning.

It is our belief that we have been successful in addressing our school construction needs because of the combined efforts of our Board of Education, County Commissioners, state legislators and community members. It is our hope that with the ongoing support of the County Commissioners, we will continue to provide all Worcester County children with excellent educational facilities.

The Board of Education and I want to thank and commend you for your continued support of our school system. I look forward to meeting with you on November 1st to discuss the FY18 Capital Improvement Program.

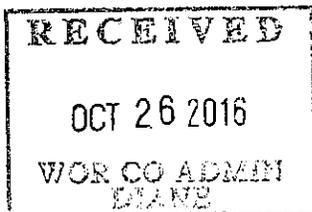
Sincerely,



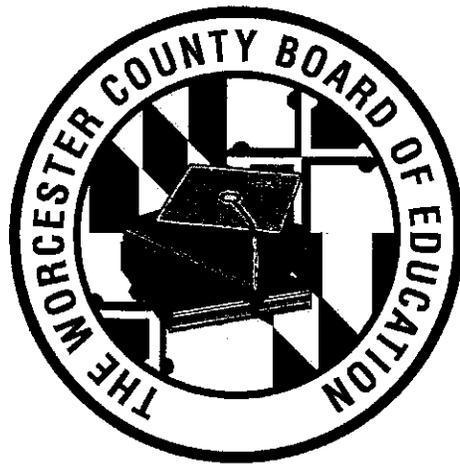
Louis H. Taylor
Chief Operating Officer

LT:jjp

cc: Board of Education Members
Mr. Harold Higgins



WORCESTER COUNTY PUBLIC SCHOOLS



**FY2018
PUBLIC SCHOOL CONSTRUCTION
AND
CAPITAL IMPROVEMENT REQUEST**

September 30, 2016

**FY 2018 CAPITAL IMPROVEMENT PROGRAM
WORCESTER COUNTY PUBLIC SCHOOLS
TABLE OF CONTENTS**

<u>Tab</u>	<u>Pages</u>	<u>Contents</u>
1	1	FY 2018 CIP Summary
2		<u>Planning Requests</u>
	2-8	Showell Elementary School – Replacement School
3		<u>Future Project Requests</u>
	9	Stephen Decatur Middle School – Addition
	10	Pocomoke Middle School – Systemic: Roof Replacement
	11	Snow Hill Middle School – Systemic: Roof Replacement
4		<u>IAC Forms</u>
	12	102.4 - Summary of Current and Future Project Requests
	13	102.5 - Status of Previously Approved Projects
	14	102.6 - Status of State Owned Relocatables
5		<u>Miscellaneous Information</u>
	15	Summary of Locally Owned Relocatables and Temporary Classrooms
	16	Map of Priority Funding Areas
	17	Worcester County School Location Map
	18	IAC Supplemental Information Worksheet
6		<u>Enrollment</u>
	19	Summary of Pre-Kindergarten Enrollment – 9/30/16
	20	Summary of Kindergarten Enrollment – 9/30/16
	21-36	Ten-Year FTE Enrollment Projections 2015 – 2025

Worcester County FY 2018 Capital Improvement Program Summary

1. Showell Elementary Replacement School: Planning Request

- The Worcester County Public Schools FY2018 CIP includes a Planning Request for the Showell Elementary Replacement School.
- The Showell Elementary School Feasibility Study was completed in April 2014. The Study recommended construction of a replacement school and was approved by the Worcester County Board of Education in May 2014 and by the Worcester County Commissioners in August 2014. The Feasibility Study was approved by the IAC Designees in September 2014.
- Educational Specifications and Conceptual Planning for the replacement school began in February 2016. Two committees were formed to work with the project Architect, Becker Morgan Group, to develop a conceptual floor and site plan for the replacement school. Committee membership included representatives from County government, the Board of Education, administrators, teachers, parents, community members and the School Facilities Architect Supervisor from the MSDE School Facilities Branch.
- On August 16, 2016, the Worcester County Board of Education approved the Educational Specifications and Conceptual Plans. The Board of Education anticipates design funding approval from the County Commissioners in the fall of 2016 which will allow us to proceed with Schematic Design, Design Development and Construction Documents for the project.
- Pending State and local funding approvals, the project is scheduled to bid in September 2018 with construction starting in January 2019.

2. Future Project Requests

- An addition to Stephen Decatur Middle School and roof replacement projects at Pocomoke Middle and Snow Hill Middle Schools are included in the FY2018 CIP.

REQUEST FOR APPROVAL OF PLANNING

FY 2018

DATE SUBMITTED 9/30/2016

LEA Worcester County

PRIORITY 1

DATE REVISED 10/24/2016

SCHOOL NAME Showell Elementary School

ADDRESS 11318 Showell School Road, Berlin, Maryland 21811

PROJECT TYPE: NEW ADDITION REPLACEMENT RENOVATION LIMITED RENOVATION

COOPERATIVE USE PROTOTYPE/REPEAT DESIGN COST SHARE% STATE 50% LOCAL 50%

HIGH PERFORMANCE ELECTRICAL UPGRADE/REPLACEMENT

SCHOOL NUMBER 23.0312

GRADES PreK - 4* SRC 546

PSC NO. 23.001

* Current grade structure Pre-K - Grade 3

1. SITE: ACREAGE 28.07 DATE IAC APPROVED _____ IN PFA WATER SEWER

2. EXISTING FACILITY:

	RENOVATED		DEMOLISHED		TOTAL Gross SF
	Gross SF	Date	Gross SF	Date	
ORIGINAL	37,600	1976	2,600	1990	37,600
ADDITION	15,010	1990			15,010
ADDITION					-
ADDITION					-
ADDITION					-
TOTAL	52,610		2,600		52,610

LEA Proposed Scope for Renovation/Demolition

Amount of SF to be Renovated	Amount of SF to be Demolished	Indicate Cooperative Use Space
-	37,600	
-	15,010	
-	-	
-	-	
-	-	
-	52,610	

3. PROPOSED SCOPE:

a. State Scope Requested:

Proposed Enrollment: 418

Square Footage: New: 49,944

Addition: _____

Renovation: _____

Demolition: 52,610

Cooperative Use Space SF: WITHIN above sf New: _____

Addition: -

Renovation: _____

b. LEA Scope:

Proposed Enrollment: 663

Total GSF: New: 94,866

Addition: _____

Renovation: -

Demolition: 52,610

Cooperative Use Space SF: WITHIN above sf New: _____

Addition: _____

Renovation: -

4. TRANSPORTATION MODAL SPLIT (for information purposes only):

Bussed: 48%, Arriving by car: 52%

REQUEST FOR APPROVAL OF PLANNING

FY 2018

DATE SUBMITTED 9/30/2016

LEA Worcester County

PRIORITY 1

DATE REVISED 10/24/2016

SCHOOL NAME Showell Elementary School

ADDRESS 11318 Showell School Road, Berlin, Maryland 21811

5. ENROLLMENT PROJECTIONS (Requested and Adjacent Schools)	Year	2016	2017	2018	2019	2020	2021	2022	2023	Difference SRC-FTE
	SRC	Current Enrollment	FTE							
Requested School: Showell Elem.	546	514	509	520	506	632	623	619	623	-77
Ocean City Elementary	790	614	605	600	588	595	587	582	585	205
Buckingham Elementary	Buckingham Elementary is not used as adjacent school due to geographical boundary (U.S. Route 50).									N/A
Berlin Intermediate	Berlin Intermediate is not used as adjacent school due to grade structure change upon completion of Showell Replacement School.									N/A
										0
										0
										0
Total:	1,336	1,128	1,114	1,120	1,094	1,227	1,210	1,201	1,208	128

6. DESCRIPTION & JUSTIFICATION:

Showell Elementary School was constructed in 1976. A 15,010 square foot addition was completed in 1990. The school was originally designed to accommodate up to Grade 5. Seven portable classrooms were added in 1996 to accommodate the growing student population. Grade 5 students were relocated to Berlin Intermediate School in 1997 and Grade 4 students were relocated to Berlin Intermediate in 1999. Two additional portable classrooms were added in 2001 to accommodate the school which is now serving Pre-Kindergarten through Grade 3. A Feasibility Study for the school was completed in April 2014. The study detailed major deficiencies, both instructional and with the 38-year-old building's systems. The study recommended the construction of a replacement school to best address all of the deficiencies and to relocate Grade 4 from Berlin Intermediate School back to Showell Elementary. The Feasibility Study, including the replacement school recommendation, was approved by the Worcester County Board of Education in May 2014, by the Worcester County Commissioners in August 2014 and by the IAC in September 2014. Conceptual Planning and Educational Specifications were completed in October 2016. Schematic Design will begin in November 2016. The replacement school will be designed, at a minimum, to meet LEED Silver construction standards and certification. Priority Funding Area (PFA) Waiver request was approved by the IAC in November 2014.

7. EMERGENCY ELECTRICAL POWER:

Entering an X in the Electrical Upgrade/replacement field above indicates that this project involves replacement of the electrical system or upgrade to the electrical capacity. Explain the status of the Shelter Compliance process.

On July 29, 2014 representatives from MEMA, Worcester County Government and Worcester County Public Schools met to assess plans for the replacement school. MEMA shelter compliance letter is included in the FY2017 CIP.

8. BUDGET:

	Total Estimated Project Budget *	Non-PSCP Funds	Tentative Maximum State Budget
Construction	\$ 29,781,000	\$ 23,699,000	\$ 6,082,000
Site Development	\$ 3,000,000	\$ 1,742,000	\$ 1,258,000
Contingency <u>2.2%</u>	\$ 721,000	\$ 524,000	\$ 197,000
High Performance Costs (Administrative only)	\$ -	\$ -	N/A
Other	\$ 8,904,000	\$ 8,904,000	N/A
Total	\$ 42,406,000	\$ 34,869,000	\$ 7,537,000

Anticipated: Construction Funding Request(s) FY(s) 2019, 2020

Bid Date: 9/17/2018

Occupancy Date: 9/8/2020

COMPUTATION SUPPLEMENT WORKSHEET - FOR ESTIMATING THE STATE ALLOCATION FOR FY 2018

Worcester County - PSC NO. 23.001

Project Priority # 1

Showell Elementary School - Replacement

MAXIMUM GROSS AREA ALLOWANCE

Educ. Type	Estimated Approved Projected Enrollment	s.f. per student	Total s.f.
Elementary	408 x	118 =	48,144
Middle	x	145 =	0
High	x	170 =	0
Special ED E/M	10 x	180 =	1,800
Special Ed HIGH	x	200 =	0
CTE	x	210 =	0
			49,944

Construction Cost

State Share 50%

Existing Facility SF	52,610
Demolition of Existing SF	-52,610
Revised Existing Facility SF	0
Eligible New SF	49,944

ADDITION

New s.f.	49,944 x	265.00	13,235,000	6,618,000
Cooperative Arrangement	0 x	265.00	0	0
Site Development	x	19%	2,515,000	1,258,000
			15,750,000	7,876,000

RENOVATION

Age of Structure	Construction Year	s.f. to be Renovated	Cost per s.f.	Percentage to be Covered	Cost
40 & older		0 x	265.00 x	100% =	0
31-39		0 x	265.00 x	85% =	0
26-30		0 x	265.00 x	75% =	0
21-25		0 x	265.00 x	65% =	0
16-20		0 x	265.00 x	50% =	0
0-15		0 x	265.00 x	0% =	0
		0			0
Cooperative Arrangement		0 x	265.00		0
Site Development			5%		0
					0
Contingency		2.5%			394,000
TOTAL COST					16,144,000
Less Prior State Funds for Related Projects					(536,000)

MAX. STATE FUNDING

Less CIP Allocations for the Project

7,537,000

BALANCE

7,537,000

Additional Notes:

The "Net State Funding" on this worksheet is an estimate of the maximum State allocation for this project, but may be reduced based on the costs of the approved contract(s), ineligible items, and change orders.

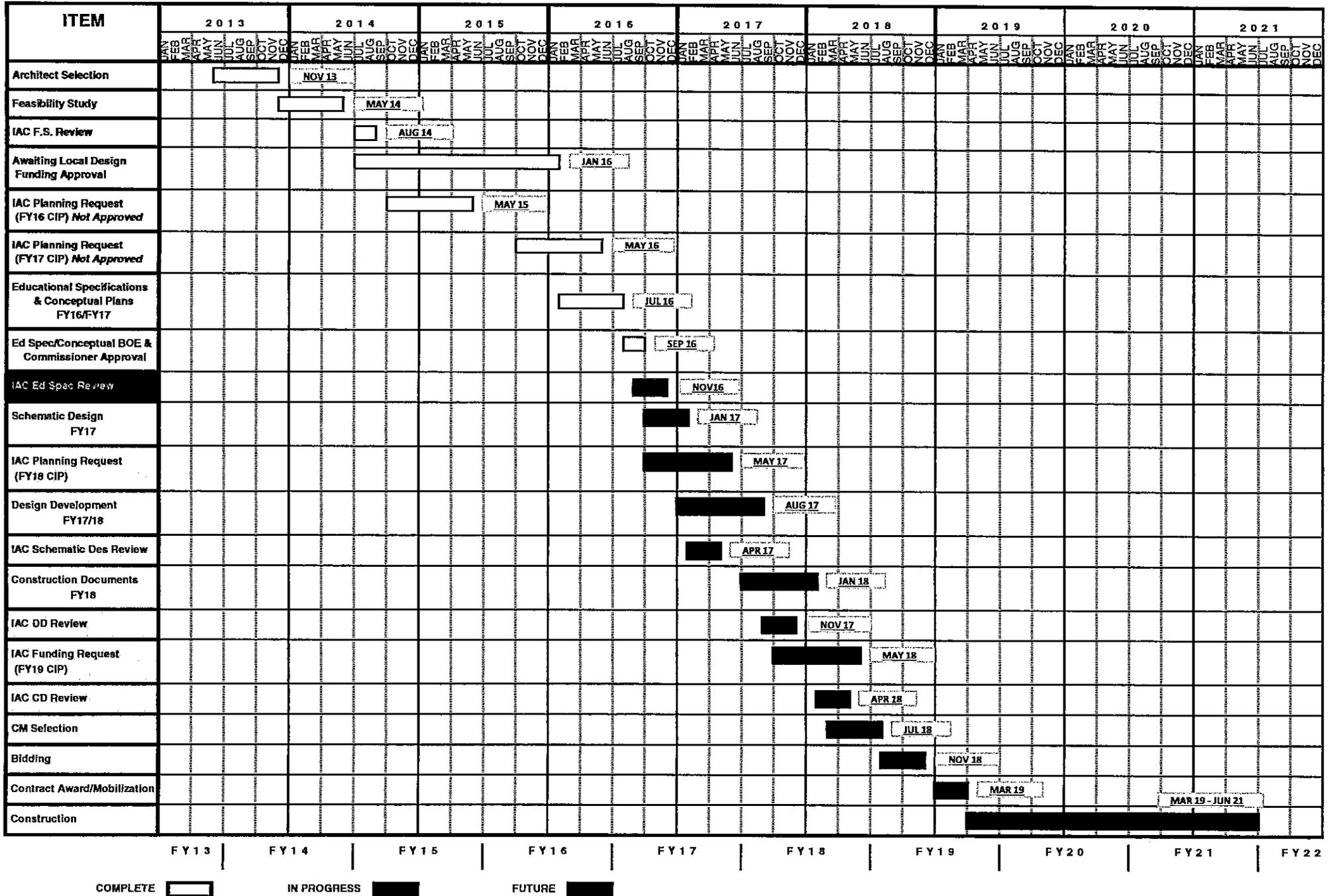
Date Planning Approved: _____

Date Revised: _____

Date of State Approval: _____

PROPOSED DESIGN/CONSTRUCTION SCHEDULE: SHOWELL ELEMENTARY REPLACEMENT SCHOOL

MARCH 2019 CONSTRUCTION START



MARYLAND EMERGENCY MANAGEMENT AGENCY

MARTIN O'MALLEY
GOVERNOR

ANTHONY G. BROWN
LIEUTENANT GOVERNOR



JAMES A. ADKINS
MAJOR GENERAL
THE ADJUTANT GENERAL

KENNETH J. MALLETTE
EXECUTIVE DIRECTOR

A Center for Preparedness Excellence

August 12, 2014

Jerry Wilson, PhD
Superintendent
Worcester County Public Schools
6270 Worcester Highway
Newark, Maryland 21841

Dear Dr. Wilson,

Under the *Code of Maryland Regulations* (COMAR 23.03.02.29), local education agencies must consult with the Maryland Emergency Management Agency on school construction projects that include replacing or upgrading the electrical system. This letter serves as the "compliance letter" specified by the BPW/IAC Emergency Shelter Compliance Process for the Showell Elementary School project; a meeting to assess plans for that facility was conducted on July 29, 2014.

No finalized floor plan of the proposed construction at Showell Elementary School is available for review at this time, as the planning has not yet reached a stage where such construction documents can be prepared. Representatives of MEMA, the Maryland Department of Human Resources, Worcester County Emergency Services, and your organization discussed the infrastructure needed to conduct sheltering operations in schools, and the functional areas that are generally used. During the meeting, representatives from Worcester County Public Schools expressed the intent to provide an on-site generator to fully power the entire building during emergency situations.

For your information, areas for potential sheltering operations would need to be provided with sufficient back-up electrical power so that normal services (e.g., HVAC, water, sewage, etc.), fixtures (e.g., lighting, toilets, large refrigeration units, etc.), and appliances (e.g., lamps, cooking units, outlets, etc.) will continue to operate in the event of a loss of normal power. As this project moves forward, MEMA and the other agencies noted above should be kept apprised of progress.

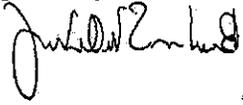
Thank you for working with us to build capacity for the future, helping to make a prepared and resilient Maryland. I would also like to commend you and your organization on the excellent working relationship with your county's emergency management organization, and the proactive

Camp Fretterd Military Reservation, 5401 Rue Saint Lo Drive, Reisterstown, MD, 21136
(410) 517-3600 • Fax (410) 517-3610 • Toll Free: 1 (877) 636-2872

"A Prepared Marylander Creates a Resilient Maryland"

steps you have already taken in the planning process to provide these services. If you have any questions, concerns, or comments, please feel free to contact me at your convenience by telephone at 410-517-3607 (office) or electronic mail at brendan.mccluskey@maryland.gov.

Respectfully,



Brendan McCluskey, JD, MPA
cn=Brendan McCluskey, JD, MPA, o=Maryland
Emergency Management Agency, ou=Preparedness
Directorate,
email=brendan.mccluskey@maryland.gov, c=US
2014.08.13 07:21:26 -04'00'

Brendan McCluskey, JD, MPA, CEM, CBCP
Director, Preparedness

- c: K. Mallette, MEMA
- D. Lever, PSCP
- P. Spring, DHR
- D. Bohannon, DHR
- C. Ryan, GOHS
- E. Werkheiser, MEMA
- F. Webster, Worcester County ES
- J. Price, Worcester County PS



STATE OF MARYLAND
 PUBLIC SCHOOL CONSTRUCTION PROGRAM
 200 W. BALTIMORE STREET
 BALTIMORE, MARYLAND 21201
 410-767-0617

DAVID G. LEVER
 EXECUTIVE DIRECTOR

INTERAGENCY COMMITTEE ON SCHOOL CONSTRUCTION

LILLIAN M. LOWERY, Ed.D
 CHAIRPERSON

November 18, 2014

Dr. Jerry B. Wilson
 Superintendent
 Worcester County Public Schools
 6270 Worcester Highway
 Newark, MD 21841

Re: Showell Elementary School – Priority Funding Area Waiver Approval

Dear Dr. Wilson:

On November 12, 2014 the Interagency Committee on School Construction (IAC) approved the Priority Funding Area (PFA) Waiver request by Worcester County Public Schools. Approval of a PFA waiver is a prerequisite for planning and funding approval in an annual Capital Improvement Program (CIP). Recommendation for planning and funding approval will occur through the established CIP process.

MOTION:

TO APPROVE THE PRIORITY FUNDING AREA WAIVER REQUEST BY THE WORCESTER COUNTY PUBLIC SCHOOL SYSTEM FOR THE REPLACEMENT OF SHOWELL ELEMENTARY SCHOOL WITH AN INCREASE OF CAPACITY ON THE SAME SITE, LOCATED AT 11318 SHOWELL SCHOOL ROAD, BERLIN, MARYLAND 21811.

State Superintendent of Schools and IAC approval of a PFA Waiver request of a site does not imply agreement with the need for a new school on that site or in its general area, nor does it imply a commitment of the Board of Public Works to fund any improvements on the site.

If you have any questions concerning this approval, please contact Ms. Pat Goucher at (410) 767-4620.

Sincerely,


 Dr. David Lever, R.A., D.A.
 Executive Director
 Maryland Public School Construction Program

cc: Mr. Joe Price
 Mr. Robert Crocetti
 Ms. Pat Goucher

Ms. Joan Schaefer
 Ms. Barbara Bice
 Mr. Fred Mason, III

FUTURE PROJECT REQUEST

LEA: Worcester County
 DATE: 9/30/2016 FISCAL YEAR: 2018

PROJECT TYPE: NEW _____ ADDITION X RENOVATION _____ REPLACEMENT _____
 SYSTEMIC RENOVATIONS: _____ STATE-OWNED RELOCATABLES: _____
 SCHOOL NAME: Stephen Decatur Middle School
 SCHOOL ADDRESS: 9815 Seahawk Road, Berlin, Maryland 21811

DESCRIPTION:

Additional Space: 20,000 sf @ \$330.71/sf	\$ 6,614,000
Addition Site Development (18.03%)	\$ 1,193,000
LEED & Building Commissioning	\$ 656,000
Contingency (3.0%)	\$ 249,000
Moveable Equipment (4.0%)	\$ 265,000
Technology (2.5%)	\$ 165,000
A/E Fee and CM Fee	\$ 1,757,000
Miscellaneous (1.5%)	\$ 117,000
Total	\$ 11,016,000

PROPOSED RATED CAPACITY:	737	GRADES:	7 - 8
REQUEST APPROVAL FOR PLANNING: FY	2020	FUNDING:	FY 2021
ESTIMATED COST TO STATE:	\$ 2,539,000	LEA:	\$8,477,000

PROJECT JUSTIFICATION:

Stephen Decatur Middle School opened in 1997 to serve Grades 7 and 8 in the north end of Worcester County. The September 2016 enrollment of 646 students is projected to grow to 728 students by 2020. Continuing growth, combined with ongoing efforts to maintain small class sizes and expand programs, has resulted in a need for additional classroom space for northern elementary and middle school students. To accommodate the continued enrollment growth at SDMS and class size reduction, five portable classrooms were added to Stephen Decatur Middle School in 2002 (five years after the new school opened) and four portable classrooms were added in 2003. Recognizing that additional classrooms would eventually be needed in the north county, Stephen Decatur Middle School was designed to accept an addition to accommodate all northern county middle school students.

ENROLLMENT PROJECTIONS

SEPT. 2016*	2017	2018	2019	2020	2021	2022	2023	2024	2025
646	656	647	675	728	714	700	715	715	693

* Preliminary September 2016 enrollment estimate. Final enrollment will be provided as soon as possible.

FUTURE PROJECT REQUEST

LEA: Worcester County
 DATE: 9/30/2016 FISCAL YEAR: 2018

PROJECT TYPE: NEW ADDITION RENOVATION REPLACEMENT
 SYSTEMIC RENOVATIONS: STATE-OWNED RELOCATABLES:
 SCHOOL NAME: Pocomoke Middle School
 SCHOOL ADDRESS: 800 Eighth Street, Pocomoke, Maryland 21851

DESCRIPTION:

Replacement of 87,600 s.f. roof @ \$34.94/s.f.	\$ 3,061,000
Contingency (2.5%)	\$ 77,000
A/E Design	\$ 214,000
Total	\$ 3,352,000

PROPOSED RATED CAPACITY:	826	GRADES:	4 - 8
REQUEST APPROVAL FOR PLANNING: FY		FUNDING:	FY 2022
ESTIMATED COST TO STATE:	\$ 1,569,000	LEA:	\$1,783,000

PROJECT JUSTIFICATION:
 Pocomoke Middle School was constructed in 1970. The original roof was replaced in 1995. A 2015 roof inspection conducted by an independent roofing consultant identified alligating, blisters, exposed felts, expansion joint and counter flashing concerns. The roof was given an overall rating of "Fair/Poor". The condition of the Pocomoke Middle School roof has also been identified by State Maintenance inspectors.

ENROLLMENT PROJECTIONS

SEPT. 2016*	2017	2018	2019	2020	2021	2022	2023	2024	2025
407	403	414	403	419	426	423	412	409	404

* Preliminary September 2016 enrollment estimate. Final enrollment will be provided as soon as possible.

10

FUTURE PROJECT REQUEST

LEA: Worcester County
 DATE: 9/30/2016 FISCAL YEAR: 2018

PROJECT TYPE: NEW ADDITION RENOVATION REPLACEMENT
 SYSTEMIC RENOVATIONS: STATE-OWNED RELOCATABLES:
 SCHOOL NAME: Snow Hill Middle School
 SCHOOL ADDRESS: 522 Coulbourne Lane, Snow Hill, Maryland 21863

DESCRIPTION:

Replacement of 90,000 s.f. roof @ \$36.34/s.f.	\$ 3,271,000
Contingency (2.5%)	\$ 82,000
A/E Design	\$ 229,000
Total	\$ 3,582,000

PROPOSED RATED CAPACITY:	770	GRADES:	4 - 8
REQUEST APPROVAL FOR PLANNING: FY		FUNDING:	FY 2023
ESTIMATED COST TO STATE:	\$ 1,677,000	LEA:	\$1,905,000

PROJECT JUSTIFICATION:
 Snow Hill Middle School was constructed in 1970. The original roof was replaced in 1994. A 2015 roof inspection conducted by an independent roofing consultant identified blisters, seam separation, pitch pan, drains and expansion joint issues. The roof was given an overall rating of "Fair/Poor". The condition of the Snow Hill Middle School roof has also been identified by State Maintenance inspectors.

ENROLLMENT PROJECTIONS

SEPT. 2016*	2017	2018	2019	2020	2021	2022	2023	2024	2025
374	383	398	412	424	436	433	427	421	416

* Preliminary September 2016 enrollment estimate. Final enrollment will be provided as soon as possible.

11

SUMMARY OF CURRENT AND FUTURE PROJECT REQUESTS

LEA: Worcester County FISCAL YEAR: 2018 DATE: Revised 10/24/2016

PRIOR- RITY #	PROJECT TITLE	TOTAL EST. COST	NON-PSCP FUNDS	TOTAL STATE FUNDS	PRIOR PSCP FUNDS	CURRENT REQUESTS (\$ OR LP)		EXPECTED FIVE-YEAR PROGRAM REQUESTS (enter fiscal year below)										
						FY	2018	FY	2019	FY	2020	FY	2021	FY	2022	FY	2023	
1	Showell Elementary School Replacement School	42,406	34,869	7,537			LP		3,769		3,768							
2	Stephen Decatur Middle School Addition	11,016	8,477	2,539							LP		2,539					
3	Pocomoke Middle School Systemic - Roof Replacement	3,352	1,783	1,569													1,569	
4	Snow Hill Middle School Systemic - Roof Replacement	3,582	1,905	1,677														1,677
TOTAL (Last page only)		60,356	47,034	13,322	-	-			3,769		3,768		2,539				1,569	1,677

12

STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA: Worcester County FISCAL YEAR: 2018
 DATE: 9/30/16

PROJECT TITLE and PSC NO. ¹ (Chronological Order by Fiscal Year)	MONTH AND YEAR (00/00) OF STATE APPROVAL					Percent Construction Completed or Date Occupied
	BPW	SD	DD	CD	CONTRACT AWARD	
Snow Hill High School Ren/Add 23.005.11/14LPC	1/13	8/05	10/05	7/07*	11/13	85%
Snow Hill Middle School Repair Courtyard 23.009.16 ASP	4/16				6/16***	100%
Stephen Decatur Middle School Repair Roof 23.014.16 ASP	4/16				6/16***	100%

¹ ALL PROJECTS INCLUDING SYSTEMIC RENOVATION, AGING SCHOOL, AND QZAB.

- * Updated Construction Documents approved by DGS in March 2013.
- ** Indicates Board of Education Award Date. Project less than \$100,000.
- *** Projects less than \$25,000. No formal Contract Award Date.

STATUS OF STATE-OWNED RELOCATABLES

LEA: Worcester County

FISCAL YEAR: 2018

DATE: 9/30/16

SCHOOL	BUILDING NUMBER	MFR/ NO. CLRM(S)	CURRENT USE	DATE SITED	ACTION REQUESTED ¹	JUSTIFICATION
<p>NONE</p> <p>(Note: 39 locally owned portable temporary classrooms are used to accommodate all existing programs.)</p>						

¹ The following actions may be requested: Retain in the same location, Move within school system, Revert to State (indicate date available). The completed form should be included with the Capital Improvement Program submittal.

WORCESTER COUNTY

SUMMARY OF PORTABLE CLASSROOMS

2016 - 2017

SCHOOL	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	SQ. FT.
Buckingham Elementary	5	5	5	5	5	5	5 <small>(Note 1)</small>	3,840
Ocean City Elementary	0	0	0	0	0	0	0 <small>(Note 2)</small>	0
Pocomoke Elementary	0	0	0	0	0	0	0	0
Showell Elementary	9	9	9	9	9	9	9 <small>(Note 3)</small>	6,912
Snow Hill Elementary	5	5	5	5	5	5	5 <small>(Note 4)</small>	3,840
Berlin Intermediate	6	6	6	6	6	6	6	4,608
Pocomoke Middle	0	0	0	0	0	0	0	0
Snow Hill Middle	1	1	1	1	1	1	1	768
Cedar Chapel Special	0	0	0	0	0	0	0	0
Stephen Decatur Middle	9	9	9	9	9	9	9	6,912
Pocomoke High	15	0	0	0	0	0	0	0
Snow Hill High	6	17	17	17	17	17	4 <small>(Note 6)</small>	3,072
Stephen Decatur High	0	0	0	0	0	0	0	0
Worcester Tech	0	0	0	0	0	0	0	0
TOTAL	56	52	52	52	52	52	39	29,952

- (1) One locally owned portable classroom was replaced at Buckingham Elementary School in summer 2007.
- (2) Five locally owned portable classrooms at Ocean City Elementary School were relocated in December 2005 to Buckingham Elementary School (1), Snow Hill Elementary School (1), Snow Hill High School (2) and Pocomoke High School (1).
- (3) Two locally owned portable classrooms were replaced and one locally owned portable classroom was added at Showell Elementary School in summer 2007.
- (4) One locally owned portable classroom was added at Snow Hill Elementary School in summer 2007.
- (5) Four temporary structures and thirteen locally owned portables utilized at Snow Hill High School (13,056 s.f.). Eleven portable classrooms relocated from Pocomoke High School in 2011 to support renovation/addition project.
- (6) Four temporary structures demolished and nine portable classrooms relocated to Central Office in summer 2016 to accommodate Phase 4 renovation/addition construction.

Four portable classrooms utilized for construction swing space.

WORCESTER COUNTY Priority Funding Areas

Priority Funding Areas

Pre-defined Areas

-  Inner Beltway Area
-  Heritage Area
-  Designated Neighborhood
-  Enterprise Zone

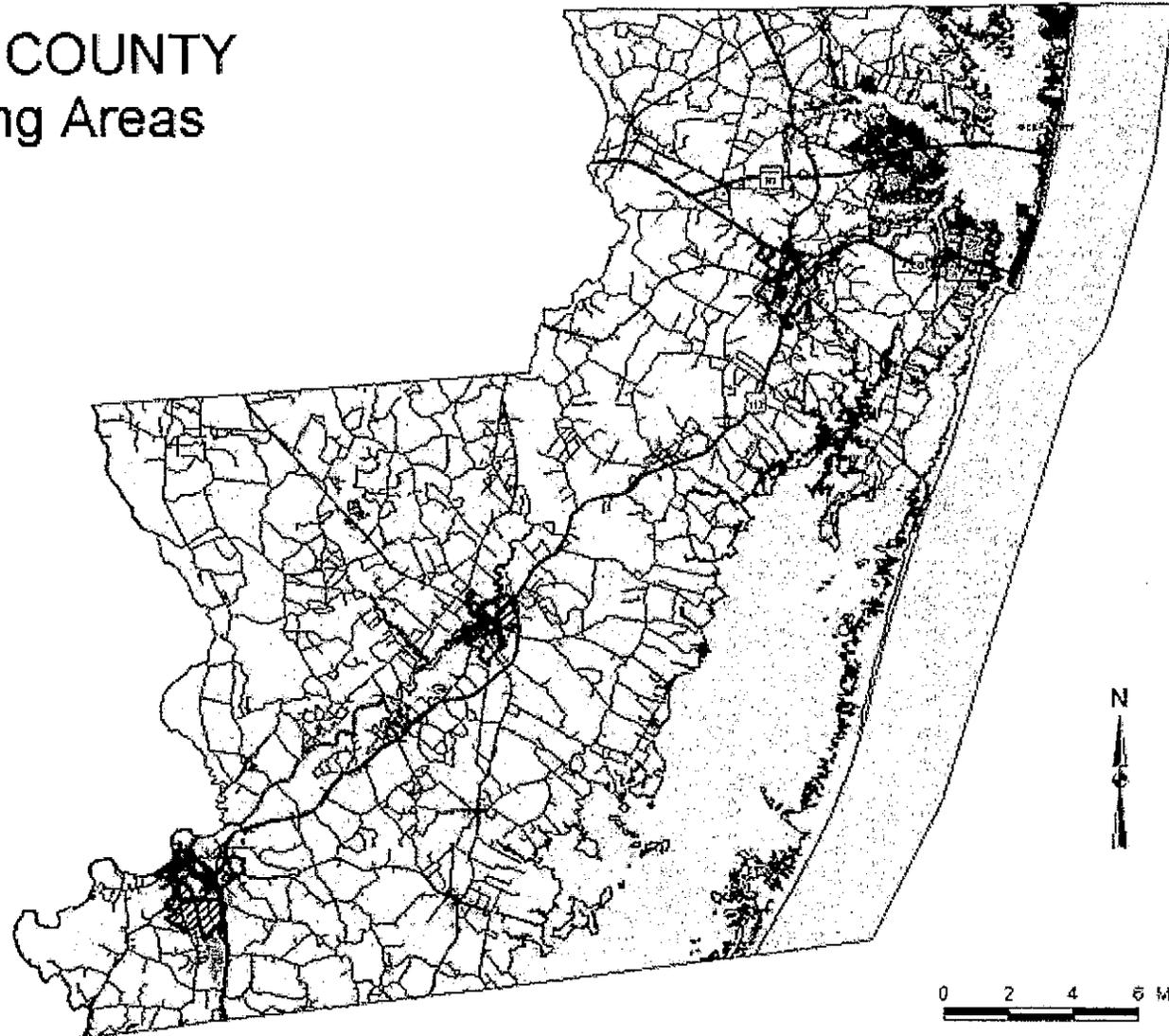
Municipality

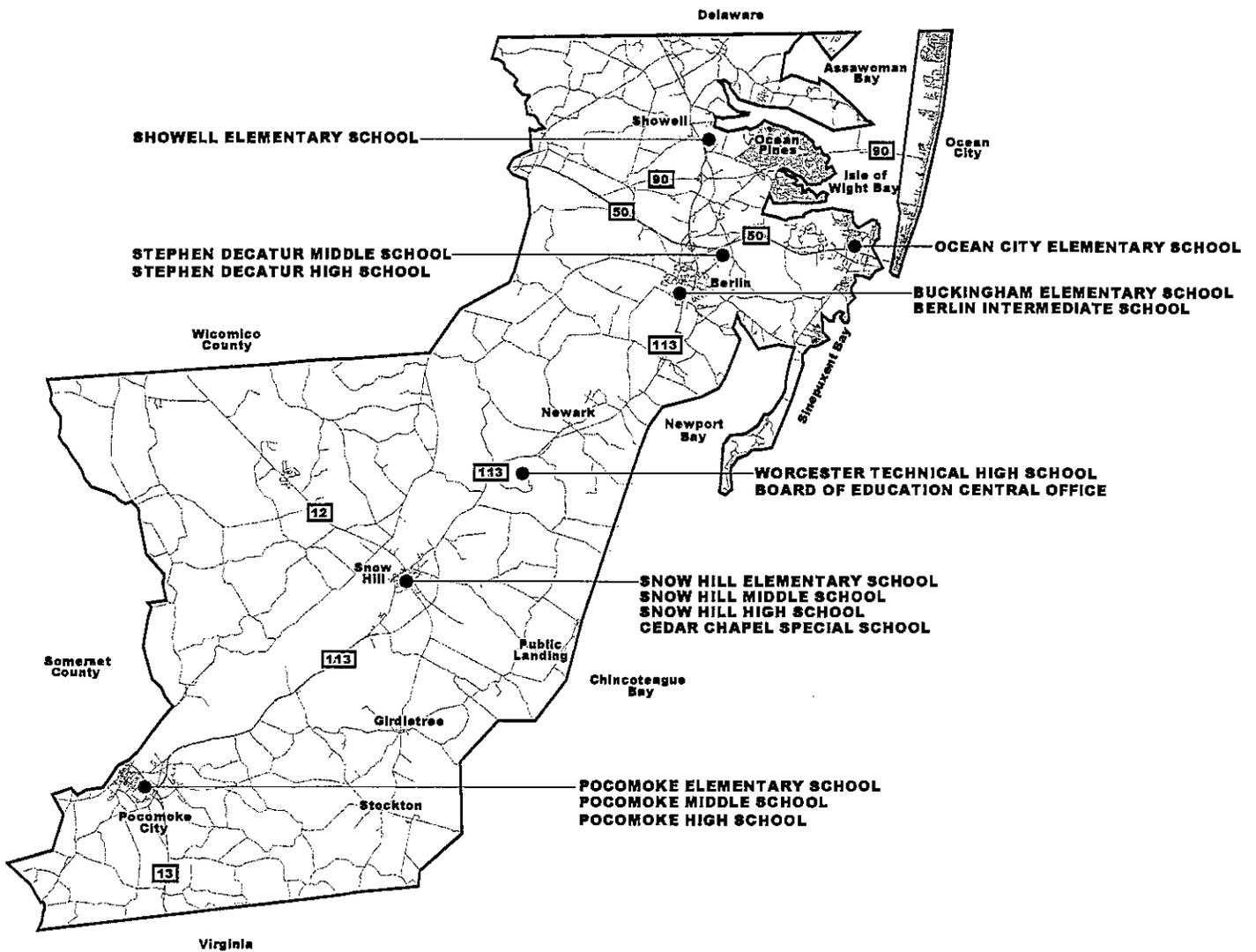
County Certified Areas

-  Compliance Area / Eligible for Funding
-  Area Not Meeting Criteria
-  Rural Village / Community with Water Only
-  Additional Area Eligible for Job Creation Tax Credit

Sources: Originated Neighbourhoods (1997) - Maryland Office of Planning and the Department of Housing and Community Development; Enterprise Zones (1997) - Maryland Office of Planning and the Department of Business and Economic Development; Municipalities (1997) - Maryland Office of Planning; Heritage Areas (1995) - Maryland Office of Planning

Maryland Office of Planning Comment:
Any proposals for projects in the area labeled as "Area Not Meeting Criteria" will be referred to the Smart Growth and Neighborhood Conservation Coordinating Subcommittee for review.





**SCHOOL LOCATION MAP
WORCESTER COUNTY, MARYLAND**

Name of School System:		Worcester County						
For Clarifications Contact (Name/Email/Phone):		Joe Price / jjprice@mail.worcester.k12.md.us / 410.632.5010						
		Vacant	Non-instructional	Instructional	Total			
1	Number of State-owned relocatable classrooms	0	0	0	0			
		Instructional	Temporary during construction	Total				
2	Number of locally-owned or leased relocatable classrooms in use	35	4	39				
		Registered architects	Registered engineers	AICP members	LEED titled			
3	Number of design and planning professionals on staff	0	0	0	0			
		Elementary	Middle	High	Elem/Mid	Mid/High	Other	Total
4	Number of schools with open space classrooms	4	3	0	0	0	0	7
		Total						
5	Number of new or replacement schools in six year plan	1						
		Total						
6	Number of new or replacement schools in six year plan to be considered for prototype designs	0						
		In planning	In design	Under construction				
7	Number of prototype schools currently in progress	0	0	0				
		Elementary	Middle	High	Elem/Mid	Mid/High	Other	Total
8	Number of school buildings without air conditioning in the majority of classrooms	0	0	0	0	0	0	0

WORCESTER COUNTY BOARD OF EDUCATION
6270 Worcester Highway
Newark, Maryland 21841

Summary of Pre-Kindergarten Enrollment
September 30, 2016*

Showell Elementary School

18 – AM
18 – AM
17 – PM
17 – PM
5 – Spec. Ed.
75 TOTAL
38 – FTE

Ocean City Elementary School

18 – AM
20 – AM
15 – PM
16 – PM
1 – Spec. Ed.
70 TOTAL
35 – FTE

Buckingham Elementary School

19 – AM
18 – AM
18 – PM
16 – PM
6 – Spec. Ed.
77 TOTAL
39 – FTE

Snow Hill Elementary School

13 – AM
14 – AM
16 – PM
14 – PM
1 – Spec. Ed.
58 TOTAL
29 – FTE

Pocomoke Elementary School

12 – AM
12 – AM
17 – PM
19 – PM
1 – Spec. Ed.
61 TOTAL
31 – FTE

WORCESTER COUNTY BOARD OF EDUCATION
6270 Worcester Highway
Newark, Maryland 21841

Summary of Kindergarten Enrollment
September 30, 2016*

Showell Elementary School

18
16
18
19
17
17
105 TOTAL
105 -- FTE

Ocean City Elementary School

16
15
17
15
16
16
95 TOTAL
95 -- FTE

Buckingham Elementary School

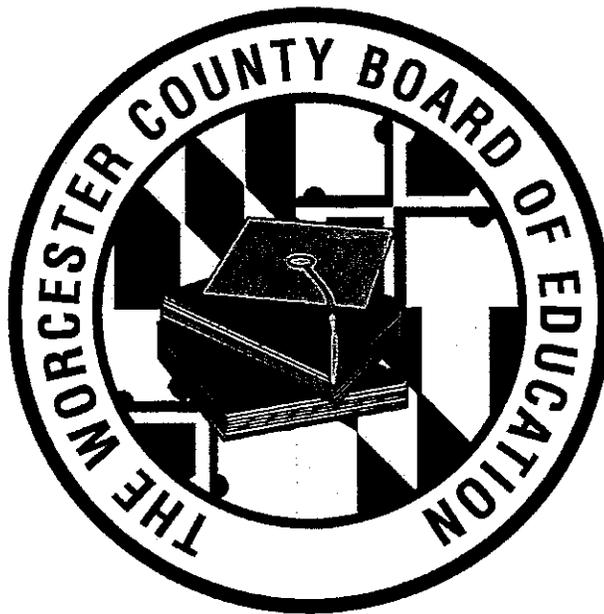
21
21
21
21
20
104 TOTAL
104 -- FTE

Snow Hill Elementary School

21
20
21
19
81 TOTAL
81 -- FTE

Pocomoke Elementary School

17
16
17
15
17
82 TOTAL
82 - FTE



WORCESTER COUNTY PUBLIC SCHOOLS
TEN-YEAR ENROLLMENT PROJECTIONS
FULL TIME EQUIVALENT
SEPTEMBER 30, 2015 - 2025

WORCESTER COUNTY PUBLIC SCHOOLS
 TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS
 SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PRE-K & SPECIAL ED.	195	182	172	182	177	182	182	186	186	190	190
KINDERGARTEN	458	463	455	434	423	439	433	433	441	451	451
ELEMENTARY SPEC.	26	26	26	26	26	26	26	26	26	26	26
1	465	472	477	469	448	437	453	447	447	455	465
2	492	475	482	487	479	458	447	463	457	457	465
3	476	504	487	494	499	491	468	459	475	469	469
4	438	488	516	499	506	511	503	480	471	487	481
5	485	443	493	521	504	511	516	507	485	476	492
6	469	497	455	505	533	516	523	528	519	497	488
7	487	475	503	461	511	539	522	529	534	525	503
8	442	489	477	505	463	513	541	524	531	536	527
9	541	463	510	498	526	484	534	562	545	552	555
10	467	547	469	516	504	532	490	540	568	551	558
11	515	468	548	470	517	505	533	491	541	569	552
12	484	515	468	548	470	517	505	533	491	541	569
SECONDARY SPEC.	29	29	29	29	29	29	29	29	29	29	29
TOTAL ENROLLMENT	6,469	6,536	6,567	6,644	6,615	6,690	6,705	6,737	6,746	6,811	6,820
K-12 ENROLLMENT	6,274	6,354	6,395	6,462	6,438	6,508	6,523	6,551	6,560	6,621	6,630

WORCESTER COUNTY PUBLIC SCHOOLS

BUCKINGHAM ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PRE-KINDERGARTEN	40	34	32	34	33	34	34	35	35	36	36
KINDERGARTEN	84	82	81	77	75	78	77	77	78	80	80
1	84	86	84	83	79	77	80	79	79	80	82
2	93	85	87	85	84	80	78	81	80	80	81
3	82	95	87	89	87	86	82	80	83	82	82
4	75	83	96	88	90	88	87	83	81	84	83
TOTAL ENROLLMENT	458	465	467	456	448	443	438	435	436	442	444

WORCESTER COUNTY PUBLIC SCHOOLS
 OCEAN CITY ELEMENTARY
 TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS
 SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PRE-KINDERGARTEN	39	38	36	38	37	38	38	39	39	40	40
KINDERGARTEN	99	111	109	103	101	105	103	103	106	108	108
1	114	101	113	111	105	103	107	105	105	108	110
2	115	117	104	116	114	108	106	110	108	108	111
3	126	120	122	109	121	119	113	111	115	113	113
4	106	127	121	123	110	122	120	114	112	116	114
TOTAL ENROLLMENT	599	614	605	600	588	595	587	582	585	593	596

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PRE-KINDERGARTEN	38	36	34	36	35	36	36	36	36	37	37
KINDERGARTEN	76	77	76	73	70	73	72	72	73	75	75
1	82	77	78	77	74	71	74	73	73	74	76
2	81	86	81	82	81	78	75	78	77	77	78
3	75	82	87	82	83	82	79	76	79	78	78
TOTAL ENROLLMENT	352	358	356	350	343	340	336	335	338	341	344

SHOWELL ELEMENTARY
 TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS
 SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PRE-KINDERGARTEN	39	42	40	42	41	42	42	43	43	43	43
KINDERGARTEN	119	115	113	108	106	109	108	108	110	112	112
1	106	126	122	120	115	113	116	115	115	117	119
2	123	106	126	122	120	115	113	116	115	115	117
3	123	125	108	128	124	122	115	115	118	117	117
TOTAL ENROLLMENT	510	514	509	520	506	501	494	497	501	504	508

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL ELEMENTARY

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PRE-KINDERGARTEN	39	32	30	32	31	32	32	33	33	34	34
KINDERGARTEN	80	78	76	73	71	74	73	73	74	76	76
1	79	82	80	78	75	73	76	75	75	76	78
2	80	81	84	82	80	77	75	78	77	77	78
3	70	82	83	86	84	82	79	77	80	79	79
TOTAL ENROLLMENT	348	355	353	351	341	338	335	336	339	342	345

WORCESTER COUNTY PUBLIC SCHOOLS

CEDAR CHAPEL SPECIAL SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
PRE-KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
KINDERGARTEN	0	0	0	0	0	0	0	0	0	0	0
ELEMENTARY SPEC.	26	26	26	26	26	26	26	26	26	26	26
SECONDARY SPEC.	29	29	29	29	29	29	29	29	29	29	29
TOTAL ENROLLMENT	55										

WORCESTER COUNTY PUBLIC SCHOOLS

BERLIN INTERMEDIATE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
4	115	130	132	115	135	131	129	122	122	125	124
5	315	299	343	352	329	338	344	338	322	318	328
6	319	326	310	354	363	340	349	355	349	333	329
TOTAL ENROLLMENT	749	755	785	821	827	809	822	815	793	776	781

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
4	68	76	83	88	83	84	83	80	77	80	79
5	94	68	76	83	88	83	84	83	80	77	80
6	78	95	69	77	84	89	84	85	84	81	78
7	89	79	96	70	78	85	90	85	86	85	82
8	87	89	79	96	70	78	85	90	85	86	85
TOTAL ENROLLMENT	416	407	403	414	403	419	426	423	412	409	404

WORCESTER COUNTY PUBLIC SCHOOLS

SNOW HILL MIDDLE SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
4	74	72	84	85	88	86	84	81	79	82	81
5	76	76	74	86	87	90	88	86	83	81	84
6	72	76	76	74	86	87	90	88	86	83	81
7	77	72	76	76	74	86	87	90	88	86	83
8	61	78	73	77	77	75	87	88	91	89	87
TOTAL ENROLLMENT	360	374	383	398	412	424	436	433	427	421	416

WORCESTER COUNTY PUBLIC SCHOOLS
 STEPHEN DECATUR MIDDLE SCHOOL
 TEN YEAR ENROLLMENT PROJECTIONS
 SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
7	321	324	331	315	359	368	345	354	360	354	338
8	294	322	325	332	316	360	369	346	355	361	355
TOTAL ENROLLMENT	615	646	656	647	675	728	714	700	715	715	693

WORCESTER COUNTY PUBLIC SCHOOLS

POCOMOKE HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
9	83	88	90	80	97	71	79	86	91	86	87
10	82	83	88	90	80	97	71	79	86	91	86
11	80	82	83	88	90	80	97	71	79	86	91
12	88	80	82	83	88	90	80	97	71	79	86
TOTAL ENROLLMENT	333	333	343	341	355	338	327	333	327	342	350

WORCESTER COUNTY PUBLIC SCHOOLS

STEPHEN DECATUR HIGH SCHOOL

TEN YEAR ENROLLMENT PROJECTIONS - FTE BASIS

SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
9	375	312	340	343	350	334	378	387	364	373	379
10	301	380	317	345	348	355	339	383	392	369	378
11	359	301	380	317	345	348	355	339	383	392	369
12	311	359	301	380	317	345	348	355	339	383	392
TOTAL ENROLLMENT	1346	1352	1338	1385	1360	1382	1420	1464	1478	1517	1518

WORCESTER COUNTY PUBLIC SCHOOLS
 WORCESTER TECHNICAL HIGH SCHOOL
 TEN YEAR ENROLLMENT PROJECTIONS
 SEPTEMBER 30, 2015 - 2025

GRADE	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
ALL	684	691	670	692	673	701	690	706	722	750	758
TOTAL ENROLLMENT	684	691	670	692	673	701	690	706	722	750	758



19

**THE BOARD
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OF WORCESTER
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6270 WORCESTER HIGHWAY
NEWARK, MD 21841-9746
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Superintendent of Schools

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SARA D. THOMPSON

October 26, 2016

Mr. Madison J. Bunting, Jr., President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Bunting:

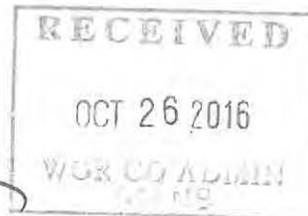
On November 1st, we will be presenting you the Board of Education's FY 2018 Capital Improvement Program (CIP). Included in the FY18 CIP is a Planning Request to the Interagency Committee on School Construction (IAC) for the Showell Elementary Replacement School project.

Pending your approval of the FY18 CIP, we will also be seeking funding to proceed with the full design of the Showell Replacement School in order to complete design and proceed to project bidding on schedule in the summer of 2018. Approval of our \$1.6 million funding request will allow us to complete the Schematic Design, Design Development and Construction Documents required by the State of Maryland Public School Construction Program (PSCP).

Upon completion of the construction documents and approval of those documents by the PSCP, tentatively scheduled in April 2018, we will seek County Commissioner approval to proceed with the bidding phase of the project.

Sincerely,

Louis H. Taylor
Chief Operating Officer



LT:jjp

cc: Board of Education Members
Mr. Harold Higgins



la

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

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

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

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

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

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

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

The Commissioners met with Board of Education (BOE) President Jonathan Cook, Superintendent of Schools Dr. Jerry Wilson and Architect Brad Hastings, AIA, LEED AP and Vice President of Becker Morgan, to review the Showell Elementary School (SES) Replacement School Conceptual Plans and Cost Estimate and to request \$1.6 million to complete the Schematic Design, Design Development, and Construction Documents required by the State of Maryland Public School Construction Program (PSCP). Dr. Wilson reviewed the BOE process for replacing this school, including public meetings with Community stakeholders and Commissioners Bertino, Bunting and Elder who served on a committee that helped them through the conceptual design process. He advised that the plans before the Commissioners reduced the originally-proposed school size by 10,000 square feet, from 105,333 square feet to 94,866 square feet, which reduced estimated construction costs by \$6.3 million.

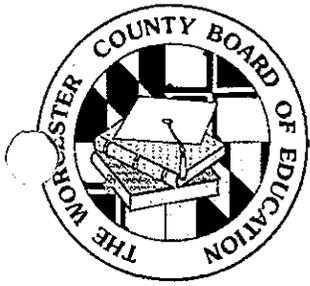
Mr. Hastings reviewed a PowerPoint presentation that included the history, design process, committees, conceptual design schedule, design opportunities, area summary, conceptual site and floor plans, independent cost estimates, and design/construction schedule moving forward. These plans include constructing a 94,866-square-foot SES at an estimated cost of \$45,967,959, with a State and County cost share for construction of \$7,539,000 and \$38,428,959, respectively.

Commissioner Bunting thanked BOE officials for allowing the Commissioners to be part of the planning process. He pointed out that these costs exceed the total allocated budget to construct a new, 90,000-square-foot SES at a total project cost of \$37,181,000 that was approved by the Commissioners on October 6, 2015, and if the plans are approved as presented the Commissioners will be responsible for identifying an additional \$8,786,959 to fund the project. Commissioner Bunting also expressed concern that the non-construction costs had escalated from \$7 million to nearly \$10 million under the current estimate. Mr. Hastings confirmed that there are opportunities to reduce the non-construction costs, including construction management fees and commissioning costs. In response to a question by Commissioner Bunting, Dr. Wilson stated that BOE officials were able to shave 14% off construction costs by reducing the proposed square footage of the facility. He further stated that, since the Commissioners' established budget allows for construction costs of \$37.2 million, with State funding of \$7 million, the County would only be required to fund \$39 million for the project.

In response to a question by Commissioner Mitrecic, Dr. Wilson confirmed that the proposed school design does not include the space needed for all day pre-kindergarten if the State begins requiring that in the future. BOE Facilities Planner Joe Price stated that if the project comes in under budget they could use the additional funds to construct the additional classrooms needed to meet that possible mandate. In response to a question by Commissioner Bertino, Dr. Wilson confirmed that all public elementary schools in the County and throughout the State would be required to provide space for all-day pre-kindergarten classes if mandated by the State Department of Education to provide this service.

A motion by Commissioner Mitrecic to approve the Conceptual Plans and Cost Estimate to replace the SES as presented and move forward with architectural planning failed, with Commissioners Church, Lockfaw, and Mitrecic voting in favor of the motion and Commissioners Bertino, Bunting and Purnell voting in opposition.

Commissioner Bertino stated that he is excited about this project, but felt that the Commissioners should postpone taking action on the request until their next meeting on October 4, 2016, so Commissioner Elder could take part in the discussion. A motion by Commissioner Bertino to revisit this issue at their October 4 meeting failed, with Commissioners Bertino, Bunting, and Purnell voting in favor of the motion and Commissioners Church, Lockfaw and Mitrecic voting in opposition.



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SARA D. THOMPSON

September 13, 2016

Mr. Madison J. Bunting, Jr., President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Bunting:

The Board of Education has completed the initial phase of design for the Showell Elementary Replacement School project, Conceptual Plan and Educational Specifications. Two committees comprised of County Commissioners, Board of Education members, Showell school staff, parents and community members collaborated with our project Architect to develop conceptual floor and site plans for the new school. On August 16th, the Board of Education reviewed and approved the project conceptual plans and cost estimate and on September 20th, we will be reviewing the plans with you.

We will also be seeking funding to proceed with the full design of the Showell Replacement School in order to complete design and proceed to project bidding on schedule in the summer of 2018. Our \$1.6 million funding request will allow us to complete the Schematic Design, Design Development and Construction Documents required by the State of Maryland Public School Construction Program (PSCP).

Upon completion of the construction documents and approval of those documents by the PSCP, tentatively scheduled in April 2018, we will seek County Commissioner approval to proceed with the bidding phase of the project.

In Partnership,

Jerry Wilson, Ph.D.
Superintendent of Schools

JW:jjp

cc: Board of Education Members
Mr. Harold Higgins





BECKER
MORGAN
ARCHITECTURE
ENGINEERING

SHOWELL ELEMENTARY REPLACEMENT SCHOOL

EDUCATIONAL SPECIFICATIONS &
CONCEPTUAL PLANS PRESENTATION
WORCESTER COUNTY COMMISSIONERS

AGENDA

- History
- Design Process
- Committees
- Conceptual Design Schedule
- Design Opportunities
- Area Summary
- Conceptual Site and Floor Plans
- Independent Cost Estimates
- Design | Construction Schedule Moving Forward

HISTORY

SHOWELL ELEMENTARY SCHOOL FEASIBILITY STUDY:

- The Feasibility Study encompassed the complete evaluation of the existing school/site and was the first step of the planning efforts needed to provide a facility that fully meets educational requirements.
- Becker Morgan Group Completed in May 2014
- Although the school is well maintained, major deficiencies were found including:
 - Building Systems: Mechanical, Plumbing, Electrical and Technology
 - Building Finishes and Materials: Poorly insulated, aged, deteriorating, limited asbestos
 - ADA and Building Code Non-Compliance
 - Inadequate Parking, Poor Vehicular and Pedestrian Circulation
 - Insufficient Instructional and Support Spaces
 - Displaced 4th Grade Level

HISTORY

SHOWELL ELEMENTARY SCHOOL FEASIBILITY STUDY:

- The Feasibility Study resulted in the recommendation to build a Replacement School on-site.
- Replacement School: Allows for the construction of a replacement facility adjacent to the existing school without disrupting the school operation. Upon completion of the new school, the existing building will be removed and the reworking of vehicular and pedestrian circulation on the site can occur.
- Worcester County Board of Education approved the Feasibility Study in August 2014
- Worcester County Commissioners and IAC approved the Feasibility Study in September 2014

DESIGN PROCESS

- I. **Educational Specifications**
Written narrative which describes the proposed educational activities and physical requirements for each classroom and support space.
- II. **Conceptual Plan**
Floor plan and site plan showing preliminary design solution based on Committee Input & educational specifications, and 3 independent estimates.
- III. **Schematic Design**
Floor plan, site plan and elevation showing preliminary design solutions. Based on requirements identified in the educational specifications.
- IV. **Design Development**
Preliminary plans and drawings developed from the schematic design. Civil, structural, mechanical, and electrical design descriptions are included.
- V. **Construction Documents**
All construction drawings and specifications required to obtain accurate, competitive bids from contractors.

COMMITTEES

The enclosed Showell Elementary Replacement School Conceptual Plans for the Worcester County Board of Education was prepared by Becker Morgan Group, Inc., Architects & Civil Engineers, with the input and guidance of the Conceptual Plan and Educational Specifications Committees.

CONCEPTUAL PLANS COMMITTEE:

CHAIRMAN, CHIEF OPERATING OFFICER
Louis Taylor

CHIEF ACADEMIC OFFICER
John R. Quinn

PRINCIPAL (SHOWELL ELEMENTARY SCHOOL)
Diane Shorts

ASSISTANT PRINCIPAL (SHOWELL ELEMENTARY SCHOOL)
Josh Hamborsky

FACILITIES PLANNER
Joe Price

SHOWELL ELEMENTARY SCHOOL COMMUNITY
Charlotte Cathell
Bob Thompson

COUNTY COMMISSIONERS

Madison J. Bunting, Jr.
Anthony W. Bertino
Theodore J. Elder

BOARD OF EDUCATION

Jonathan C. Cook
Eric W. Cropper
William L. Gordy

SHOWELL ELEMENTARY SCHOOL TEACHERS

Lucy Doherty
Mackenzie Keyser

SHOWELL ELEMENTARY SCHOOL PARENTS

Jackie Cutlip
Megan Muller

COMMITTEES

CONCEPTUAL PLANS COMMITTEE OBJECTIVE:

- THE CONCEPTUAL PLAN (CP) COMMITTEE WAS ESTABLISHED TO WORK WITH THE PROJECT ARCHITECT TO DEVELOP CONCEPTUAL FLOOR AND SITE PLANS FOR THE SHOWELL ELEMENTARY REPLACEMENT SCHOOL BASED ON EDUCATIONAL SPECIFICATION INPUT FROM FACULTY AND PREVIOUS FEASIBILITY STUDY CONCLUSIONS.
- THE CP COMMITTEE PROVIDED UPDATES TO AND SOLICITED INPUT FROM THE EDUCATIONAL SPECIFICATIONS (ES) COMMITTEE REGARDING THE CONCEPTUAL BUILDING AND SITE PLANS.
- BECKER MORGAN GROUP CONTRACTED WITH THREE INDEPENDENT CONSTRUCTION MANAGEMENT FIRMS TO DEVELOP CONSTRUCTION COST ESTIMATES BASED UPON THE CONCEPTUAL BUILDING AND SITE PLANS.
- THE CP AND ES COMMITTEES REVIEWED THE FINAL CONCEPTUAL PLANS AND COST ESTIMATES PRIOR TO PRESENTATION OF THE PLANS TO THE BOARD OF EDUCATION.

COMMITTEES

In addition to the previously listed Conceptual Plan Committee members, the individuals below served on the Educational Specifications Committee. Their knowledge and experience in technology, special education, State design requirements, security, transportation, building maintenance and instruction was a valuable addition to the design process.

EDUCATIONAL SPECIFICATIONS COMMITTEE:

MARYLAND STATE DEPARTMENT OF EDUCATION
Gloria Mikolajczyk (Project Architect)

WCPS ASSISTANT CONSTRUCTION MANAGER
Rick Martens

WCPS SUPERVISOR OF TRANSPORTATION & SAFETY
Steve Price

SHOWELL ELEMENTARY SCHOOL DEPUTY
Vicki Martin

WCPS SUPERVISOR OF TECHNOLOGY
Tom Mascara

SHOWELL ELEMENTARY SCHOOL TEACHER
Alyson Brabitz

WCPS SUPERVISOR OF SPECIAL EDUCATION
Rae Record

SHOWELL ELEMENTARY SCHOOL PARENTS
Wendy Shirk
Rob Schlender
Luke Blume

WCPS MAINTENANCE MANAGER
Galen Anderson

COMMITTEES

EDUCATIONAL SPECIFICATIONS COMMITTEE OBJECTIVES:

- THE EDUCATIONAL SPECIFICATIONS ARE A WRITTEN, DETAILED DESCRIPTION OF INSTRUCTIONAL AND SUPPORT SPACES AND ADJACENCY REQUIREMENTS FOR THE REPLACEMENT SCHOOL.
- BECKER MORGAN GROUP MET WITH THE SHOWELL ELEMENTARY ADMINISTRATION, FACULTY AND STAFF TO DEFINE THESE REQUIREMENTS.
- REQUIREMENTS FOR EACH SPACE IN THE NEW SCHOOL, CLASSROOMS, KITCHEN/CAFETERIA, GYMNASIUM, MEDIA CENTER, COMPUTER LABS, RESTROOMS, ETC. ARE LISTED IN THE EDUCATIONAL SPECIFICATIONS.
- THE EDUCATIONAL SPECIFICATIONS COMMITTEE REVIEWED THE PLANS DEVELOPED BY THE CONCEPTUAL PLAN COMMITTEE AND PROVIDED INPUT BASED ON RESPECTIVE KNOWLEDGE OF TECHNICAL, SECURITY, OPERATIONAL, INSTRUCTIONAL, TRANSPORTATION AND SPECIALIZED AREAS OF EXPERTISE.

CONCEPTUAL DESIGN SCHEDULE

TASK	DATE(s)
Commissioners approved proceeding with ES and CP Committees.	02.02.2016
BMG preliminary meetings to discuss and schedule ES/CP process.	02.08.2016
BMG meetings with SES Staff: Develop Ed Specs based upon staff input.	02.16.2016 – 02.17.2016
CP Committee Meeting #1: Review Ed Specs Preliminary Floor Plan	03.15.2016
CP Committee Meeting #2 – Review Revised Floor Plan & Initial Site Plan	03.30.2016
ES Committee Meeting #1 – Review Ed Specs & Conceptual Plans	04.12.2016
Development of Conceptual Plan cost estimates.	04.20.2016 – 05.11.2016
BMG meets with Showell Staff to review Conceptual Plans	04.25.2016
ES Committee Meeting #2 - Review cost estimates and approve Conceptual Plans.	07.18.2016
Educational Specifications and Conceptual Plan presented to Board of Education.	08.16.2016
Educational Specifications and Conceptual Plan presented to County Commissioners.	09.20.2016
Educational Specifications forwarded to IAC.	09.20.2016 – 11.30.2016



DESIGN OPPORTUNITIES

OBSERVATIONS

- Dedicated and energetic Faculty & Staff
- Well maintained school building
- Innovative and admirable efforts – “do more with less”
- Forward thinking faculty and curriculum

DESIGN OPPORTUNITIES

CHALLENGES

- Site Constraints
- Technology Innovations
- Changes in Education
- Security
- Sustainable Design | Energy Efficiency
- County Budget
- Additional FLEX Classrooms for Expanded Enrollment
- Planning for Future all day Pre-K (2 half-day classrooms vs. 6 full-day classrooms)

DESIGN OPPORTUNITIES

DESIGN STRATEGIES

- Modernize facility to compliment progressive curriculum and student-centered learning
- Create efficient building layout – minimizing circulation/“wasted space”
- Optimize natural light and acoustics to enhance learning environment
- Flexible technology infrastructure to meet current and future needs
- Design energy efficient mechanical, plumbing and lighting systems
- Thoughtful material selections and construction assemblies – balance between initial construction costs and durability/lifespan of new school
- Create unique character to identify with Showell School and Community

AREA SUMMARY

Preliminary Educational Specifications

- Existing Showell Elementary School 52,610 gross square feet
 - Not including 9 portables (additional 7,000 gross square feet)
- Current Enrollment 548 students (pre-K through 3rd grade)
- Projected 2024 Enrollment 665 students (1/2-day pre-K - 4th grade)
- Showell Elementary Replacement School: recommended size of 105,333 gross square feet

Ocean City Elementary School Precedent

- Designed for 572 students and 87,477 gross square feet
- 88 students less than SES projected enrollment (16%)

AREA SUMMARY

Reduction in Square Footage per CPIES Committees

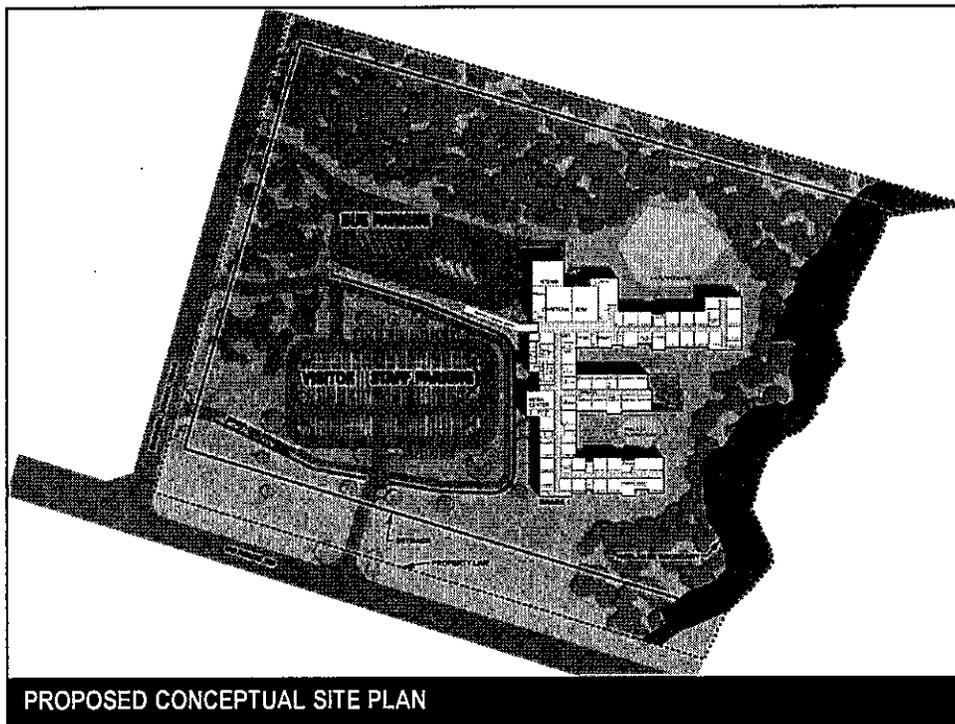
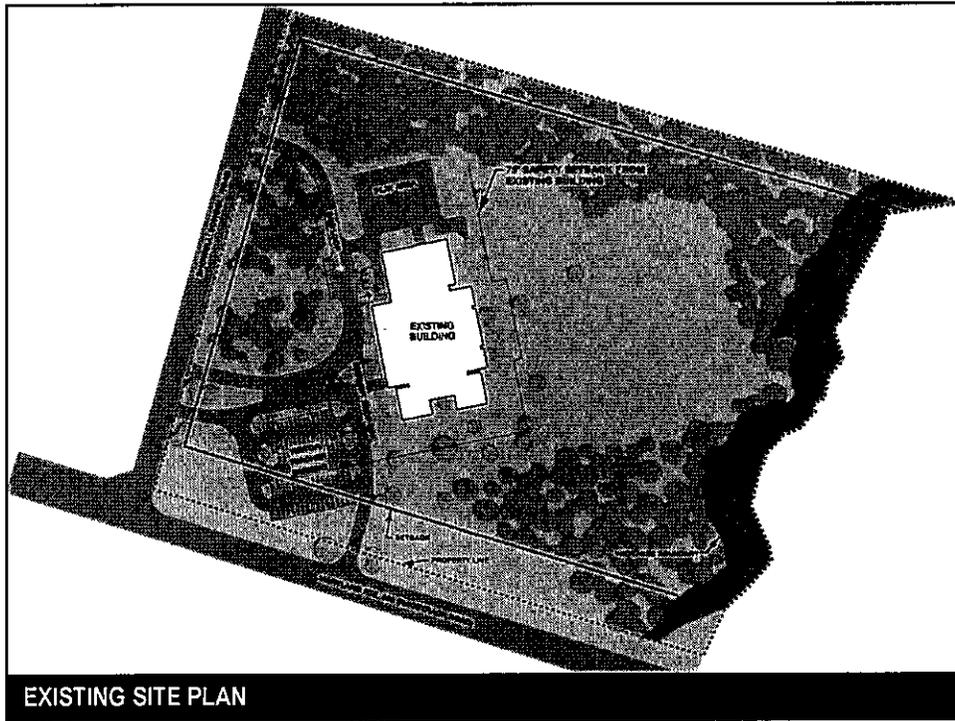
- In an effort to meet the County Pro Forma budget:
 - A reduction in classroom and support spaces of 7,850 net square feet.
 - Total reduction of 10,467 gross square feet.
 - SES Pro Forma replacement school design of 94,866 gross square feet.

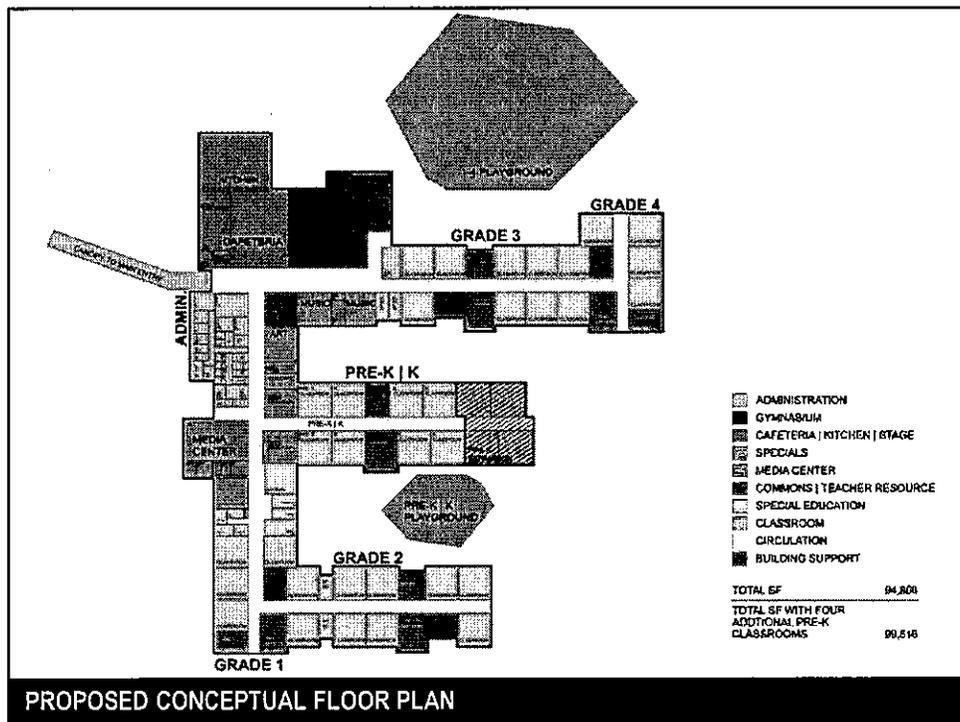
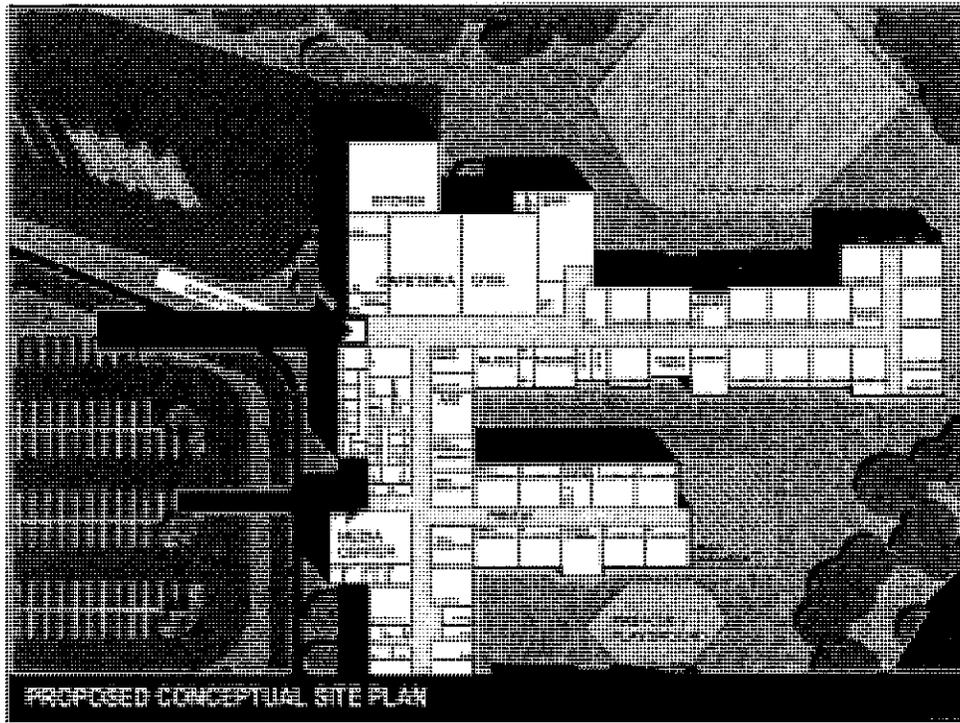
AREA SUMMARY

How Did We Make the Reductions?

- Pre-K classrooms reduced from six to two
- Pre-K and Kindergarten classrooms reduced from 1,000 to 900 sf
- Grade 1 classrooms reduced from 850 to 800 sf
- Pre-K through Grade 4 Commons reduced by 2,340 from OCES
- Technology Labs reduced from 800 to 700 sf
- Special Ed classrooms total reduced from 2,400 to 1,250 sf
- Art classroom reduced from 1,000 to 900 sf
- Administration area reduced 970 sf from OCES Admin Area
- Student Services reduced 440 sf from OCES Student Services
- Gymnasium reduced by 650 sf from OCES model
- Media Center reduced by 390 sf from OCES model
- Support Spaces: Custodial, Food Service, Nurse, Instructional Support, Cafeteria and Building Support slightly larger than OCES to account for 91 additional students.

Ed Spec (105,333 sf) to Pro Forma (94,866 sf)





COST ESTIMATES

Becker Morgan Group obtained construction cost estimates from three CM firms.

Cost estimates at the Conceptual Plan stage of design vary widely due to:

- Estimator's assumptions necessary due to the minimal design documents.
- Factors such as building materials, interior finishes, technology requirements and site elements which will all be clearly defined as the design process proceeds.
- Anticipation of building and labor costs and general state and national economic conditions during summer 2018 bidding.

COST ESTIMATES

Estimated Showell Elementary Construction Costs (Building and Site ONLY):

Harkins Contracting:	\$ 32,699,000	(\$ 43,093,961 est. TOTAL)
Oak Contracting:	\$ 38,819,167	(\$ 49,081,799 est. TOTAL)
Whiting-Turner Contracting:	<u>\$ 35,751,609</u>	(\$ 45,728,118 est. TOTAL)

BOE Working Design Estimate: \$ 35,756,592 (\$ 45,967,959 est. TOTAL)

(Average of the three estimates including
Prevailing Wage Rates)

This working design estimate will be used by the Architect and the Board of Education to proceed with design and will be updated during each phase of design (Schematic Design, Design Development and Construction Documents).

COST ESTIMATES

Estimated Showell Elementary Total Construction Costs:

New Construction Scope:	94,866 SF from Conceptual Plans	
Building Construction Cost:	\$ 29,481,379	Average of the three estimates
Site Development:	\$ 5,261,719	Average of the three estimates
Demoition of Existing School/Portables \$	513,494	Average of the three estimates
<u>LEED Silver Cost</u>	<u>\$ 500,000</u>	<u>Average of the three estimates</u>
subtotal construction cost:	\$ 35,756,592	Average of the three estimates including Prevailing Wage Rates
construction contingency \$	1,307,406	Average of the three estimates
TOTAL Construction Cost:	\$ 37,063,998	

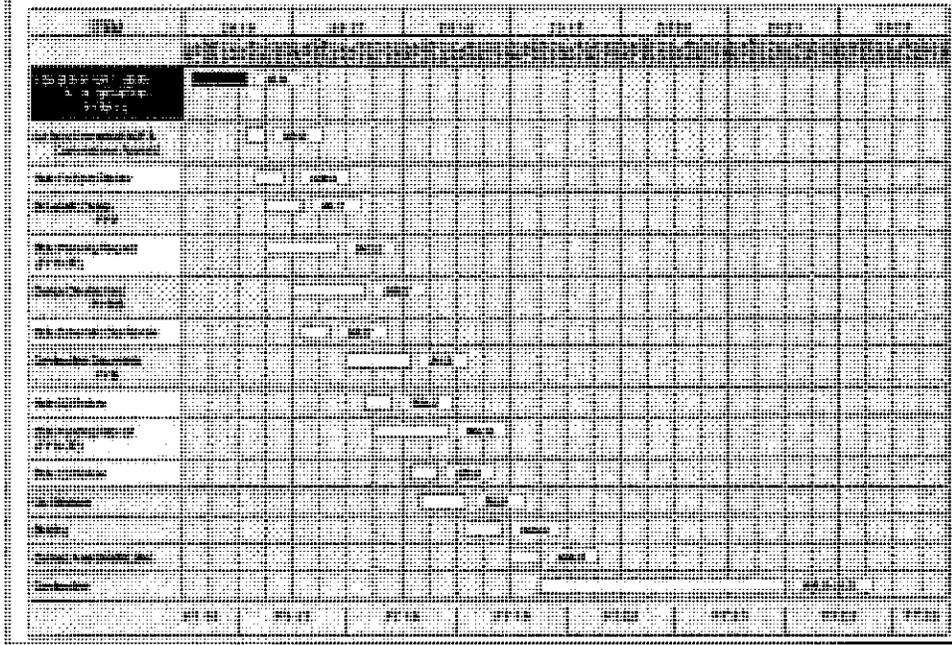
COST ESTIMATES

Estimated TOTAL Construction Cost:	\$ 37,063,998	(From Previous Slide)
Moveable Equipment Cost (FF&E):	\$ 1,297,000	County Pro Forma estimate
Technology:	\$ 811,000	County Pro Forma estimate
Architect/Engineer Fee:	\$ 2,502,961	7.0% of Est. Construction Cost
CM Fee and General Conditions	\$ 2,650,000	County Pro Forma estimate
Miscellaneous (Advertising, testing/asbestos)	\$ 603,000	County Pro Forma estimate
Portables	\$ 240,000	County Pro Forma estimate
Building Commissioning	\$ 600,000	County Pro Forma estimate
<u>Playground Equipment</u>	<u>\$ 200,000</u>	<u>County Pro Forma estimate</u>
subtotal overall project cost:	\$ 45,967,959	
projected maximum state allowance: -	\$ 7,539,000	
TOTAL Local Funding Request:	\$ 38,428,959	

DESIGN/CONSTRUCTION MILESTONES

Ed. Spec. / Conceptual Plan to WCBOE	08.16.2016
Ed. Spec. / Conceptual Plan to Commissioners	09.20.2016
Ed. Spec to IAC	09.30.2016
Schematic Design to IAC	02.01.2017
Design Development Documents to IAC	08.01.2017
Construction Documents to IAC	02.01.2018
Bidding Phase	08.01.2018 – 12.01.2018
Contractor Mobilization	02.01.2019
Construction Start	03.01.2019
Construction Complete	07.01.2021

DESIGN/CONSTRUCTION MILESTONES



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

October 9, 2015

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. MITRECIC
DIANA PURNELL

Dr. Jerry Wilson, PhD, Superintendent of Schools
Worcester County Board of Education
6270 Worcester Highway
Newark, Maryland 21841

RE: Funding for Showell Elementary Replacement School Project

Dear Dr. Wilson:

As you aware, at our meeting of October 6, 2015, the Worcester County Commissioners reviewed and approved the attached Pro Forma cost estimate for the Showell Elementary Replacement School Project with total approved funding from the State and County not to exceed \$37,181,000. As a result, the Commissioners further authorized funding to proceed with the Educational Specifications and Schematic Design phases for the Showell Elementary Replacement School Project with architectural and engineering fees for this stage of the project not to exceed \$255,000 which is based upon 17% of the total architectural and engineering fees of \$1,500,000 as specified in the approved Pro Forma cost spreadsheet. Upon approval of the Educational Specifications and Schematic Design by the Board of Education, the Worcester County Commissioners look forward to receiving the preliminary plans for the replacement school and considering authorization to proceed with construction document design provided that the project estimate remains within the total allocated budget of \$37,181,000. *

We look forward to working collaboratively with you and the Board of Education on this important project.

Sincerely,

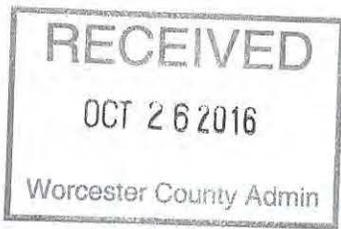
Madison J. Bunting, Jr.
President

MBJr/KS:dd

Kathy Whited, Budget Officer

Phil Thompson, Finance Officer

CC171/Showell, Elementary.Pro Forma



20

Worcester County

Government Center

Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director
HOPE CARMEAN
Benefits Manager
EDDIE CARMAN
Risk Manager

KELLY BRINKLEY
Volunteer Services Manager
ANN HANKINS
Human Resources Specialist
TARA ARMSTRONG
Office Assistant III

To: Worcester County Commissioners
From: Stacey Norton, Human Resources Director *Stacey Norton*
Date: October 24, 2016
Subject: Recommendation to change Flexible Spending Account Vendor

Our contract with TASC expires December 31, 2016. TASC is a third party vendor that manages our flexible spending accounts. There are two types of flexible spending accounts: Health Care FSA and Dependent Care FSA. The amount the employee elects to contribute is deducted from their paycheck in equal installments throughout the year before federal, state, local, and Social Security taxes are withheld. This money is put into their account. When the employee incurs eligible expenses, they can use their FSA debit card to pay for those expenses or submit a reimbursement claim. Health Care FSA has a maximum of \$2550 annually and Dependent Care FSA have maximum of \$5,000 annually. Since these deductions are pretax, it lowers the employee's taxable income.

TASC notified us that they are increasing the rates. We are dissatisfied with their customer service. During last year's enrollment, TASC loaded the wrong information in our employee's accounts and refused to correct it. Hope had to manually correct every employee's account which was extremely labor intensive and the debit cards were not issued timely. We have received numerous complaints from our employees throughout the past year. We do not have a dedicated representative so we have to call their call center for assistance.

Hope Carmean, Benefits Manager, and I worked with PSA Financial Services and investigated TASC, Connect Your Care, Discovery Benefits, and Flores & Associates. We are recommending changing to Connect Your Care. This provider has the quickest implementation, is the only provider with customer service hours available twenty four hours a day/seven days per week, and will provide a dedicated account representative. We spent more in labor last year correcting TASC's errors that the \$1,272.96 additional annual expense if we change to Connect Your Care. *

Attached is additional information. Thank you for your consideration.

Attachments

Worcester County & BOE Negotiated Flexible Spending Accounts Marketing Analysis

Assumed Current # of Participants 136

Flexible Spending Account	TASC- Current	TASC- Estimated Renewal	Connect Your Care	Discovery Benefits	Flores & Associates
Per Participant Per Month Fee	\$4.08	\$4.17	\$4.95	\$4.95	\$4.50
Debit Card Fee (Per Participant Per Month)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implementation Fee (One Time Only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debit Card Set Up Fee (Per Participant)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debit Card Monthly Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Renewal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Total			\$947.00	\$947.00	\$722.00
\$ change vs. estimated renewal		\$0.00	\$1,272.96	\$1,272.96	\$538.56
% change vs. estimated renewal		0.0%	18.7%	18.7%	7.9%
Monthly minimum billing fee	\$127.50		\$25.00	\$50.00	\$150.00
Assessment					
FSA Plan					
Plan Year	January 1, 2016 - December 31, 2016	January 1, 2017 - December 31, 2017	January 1, 2017 - December 31, 2017	January 1, 2017 - December 31, 2017	January 1, 2017 - December 31, 2017
Medical FSA Maximum	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550
Dependent FSA Maximum	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Included in fee:					
Benefits Debit Cards	Yes	Yes	Yes	Yes	Yes
Plan Document & SPD	Yes	Yes	Yes (template)	Yes	Yes
Direct Deposit	Yes	Yes	Yes	Yes	Yes
Electronic File Transfers	Yes	Yes	census upload with less than 200 participants	Yes	Yes
Non-Discrimination Testing	Yes	Yes	Additional charge \$250	Yes	Yes
Customer Service Hours			24 hours per day, seven days per week	6am-9pm CST M-F except holidays	Dedicated Account Management/Name appears on all correspondence to participants
Additional Items					
Implementation Timeline			24 hours via excel spdshl	30 days	30 days
In Person Open Enrollment Meetings			Will do best to accommodate	Not unless other local mtgs are scheduled	Not unless other local mtgs are scheduled
Dedicated Account Management Team			Yes	Yes	Yes

Page 3

Page 27

Page 39

2

FSA's are the smart choice...

...because you don't have money to throw away.

Enjoy savings that really add up.

Because FSA contributions are set aside before taxes are taken from your paycheck, the amount of income you pay taxes on is reduced and you save money.

A typical FSA participant can save \$490* a year!

How it works:

Assume an employee earns \$35,000 a year and has \$1,500 in eligible expenses.

	With HSA	No HSA
Annual pay	\$35,000	\$35,000
Pre-tax FSA contribution	-\$1,500	-\$0
Taxable income	=\$33,500	=\$35,000
Federal income and Social Security taxes	-\$7,362	-\$7,852
After-tax dollars spent on eligible expenses	-\$0	-\$1,500
Spendable income	=\$26,138	=\$25,648
Potential Tax Savings with FSA	\$490	\$0

The average FSA participant saves hundreds annually!

**Sample tax savings for a single taxpayer with no dependents; actual savings will vary based on your individual tax situation. Consult a tax professional for more information.*



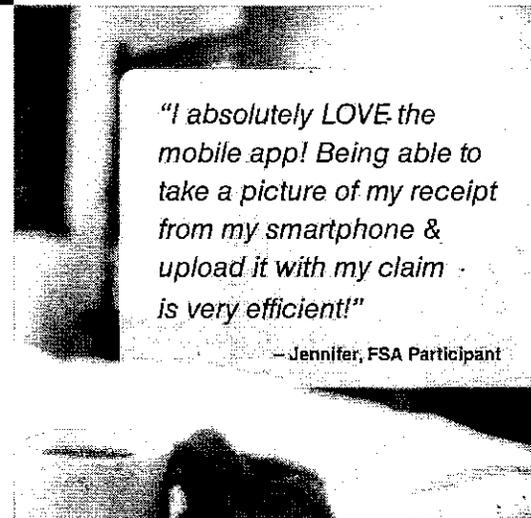
Save on health and dependent day care!

Enroll in an FSA

Save time with CYC Mobile.

CYC Mobile, our secure mobile app, saves you time while on the go. Download it today!

- ✓ View account balances & payments
- ✓ Submit receipts (take a photo of your receipt and upload it directly to the system)
- ✓ Request a payment
- ✓ Receive important account alerts
- ✓ View FAQs or call our Customer Service at a tap of a button
- ✓ Available for Android, iOS & Windows



"I absolutely LOVE the mobile app! Being able to take a picture of my receipt from my smartphone & upload it with my claim is very efficient!"

— Jennifer, FSA Participant



Learn more about FSA tax savings with a short video. Use the QR code or visit ConnectYourCare.com/FSAavings



You can also access your account details online at: ConnectYourCare.com



Don't miss out
on this simple way to save big.

Two ways
to save money.

Hundreds
of eligible expenses.

FSA Features & Benefits

- ✓ Tax savings for health and dependent daycare expenses
- ✓ Payment card
- ✓ Quick and easy payments
- ✓ Online and mobile account access
- ✓ Health education tools
- ✓ 24/7 customer service

What is a Flexible Spending Account?

A Flexible Spending Account (FSA) allows you to use pre-tax dollars to pay for qualified health or dependent day care expenses.

There are hundreds of eligible expenses for your FSA funds, including prescriptions, doctor office copays, health insurance deductibles and coinsurance for you, your spouse or eligible dependents, and much more.

How do you use an FSA?

ConnectYourCare makes it quick and easy for you to use your FSA.

- ✓ **Payment Card** - You will receive a payment-card to pay for eligible expenses like doctor office copays.
- ✓ **Online and Mobile App** - You can quickly and easily submit payment requests, check your account balance and view payment status on-line or on your mobile device.
- ✓ **We're here to help** - If you ever have a question, we are here to help you 24 hours a day, seven days a week.

1 Health FSA

The Health FSA allows you to set aside pre-tax money for eligible medical expenses that you would normally pay using personal funds. These expenses include deductibles, copays or coinsurance not reimbursed by any medical, dental, vision or prescription plans for you, your spouse or eligible dependents.

2 Dependent Care FSA

The Dependent Care FSA allows you to set aside pre-tax money for eligible dependent day care expenses so you and/or your spouse, can work, look for work, or attend school full-time.

The account may cover child and elder day care, before- and after-school care expenses, summer day camp, nursery school and pre-school costs.



online access



mobile access



24/7 access

Health FSA Eligible Expenses

- | | |
|---|--|
| ✓ Copays, coinsurance, and deductibles (but not premiums) | ✓ Orthodontia |
| ✓ Acupuncture | ✓ Over-the-counter (OTC) items* |
| ✓ Birth control | ✓ Physical therapy |
| ✓ Childbirth classes | ✓ Prescription drugs |
| ✓ Chiropractic visits | ✓ Psychotherapy |
| ✓ Dental care | ✓ Smoking cessation programs |
| ✓ Diabetic supplies | ✓ Speech therapy |
| ✓ Eye exams, glasses, and contacts | ✓ Sunscreen and sun block (SPF 15+ broad spectrum) |
| ✓ Fertility treatment | ✓ Well-baby and well-child care |
| ✓ Hearing aids | |
| ✓ Laser eye surgery | |

Ineligible expenses include: gym fees, cosmetics, cosmetic surgery, teeth whitening, and toothpaste.

**OTC items that contain a drug or medications that require a prescription, insulin, medical monitoring and testing devices, and other non-medicinal health items are eligible without a prescription.*

Dependent Care FSA Eligible Expenses

- ✓ Care of a child under age 13 at a day camp, nursery school, or by a private sitter for a child that lives in your home at least eight hours a day
- ✓ Before and after school care (not tuition)
- ✓ Care of an incapacitated adult who lives with you at least eight hours a day
- ✓ Expenses for a housekeeper whose duties include caring for an eligible dependent

Ineligible expenses include: education and tuition fees, late payment fees, overnight camps, sports lessons, field trips, clothing, and transportation to and from a dependent day care provider.

For more information on eligible expenses, please consult your plan documents or visit ConnectYourCare.com

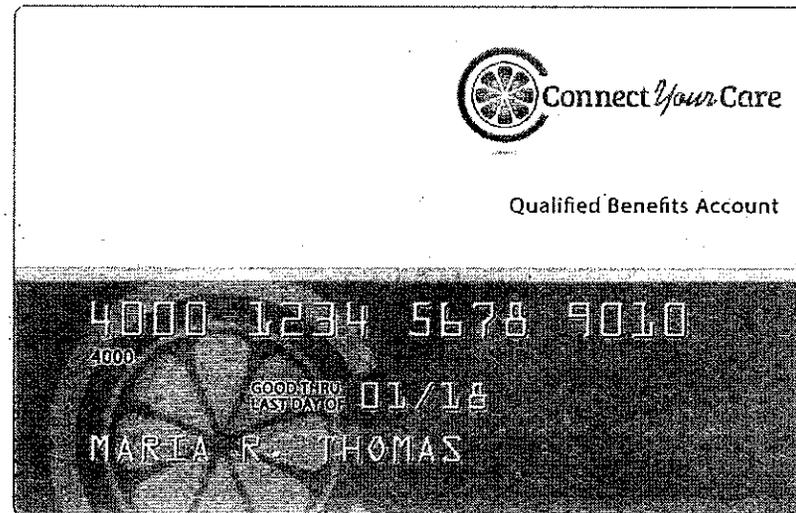
"I love my FSA because it is so easy to use - a few seconds of my time is worth hundreds in savings. It's a no-brainer for me!"

- Mike, FSA Participant

Flexible Spending Account (FSA) Information

Who We Are

- ConnectYourCare is your health care account administrator, offering the most advanced and user-friendly account solution.
 - Online and mobile account access
 - Health education tools
 - Payment card
 - Easy access to funds



Why Enroll? Savings Savings Savings!

How it works: Assume “Melissa” earns \$35,000 a year and has \$1,500 in eligible expenses.

	With FSA	No FSA
Annual Pay	\$35,000	\$35,000
Pre-tax FSA Contribution	-\$1,500	-\$0
Taxable Income	=\$33,500	=\$35,000
Federal income and Social Security Taxes	-\$7,362	-\$7,852
After-tax dollars spent on eligible expenses	-\$0	-\$1,500
Spendable income	=\$26,138	=\$25,648
Melissa’s Tax Savings	\$490	\$0

*Sample tax savings for a single taxpayer with no dependents; actual savings will vary based on your individual tax situation. Consult a tax professional for more information.

What is a Health Care FSA?

A Health Care Flexible Spending Account is a tax-advantaged account that allows you to use pre-tax dollars to pay for out-of-pocket qualified *medical* expenses.

Contributions

- You decide how much to contribute to your account up to the IRS limit.
- Maximum annual contributions for Health FSA: \$2,550; Dependent Care \$500
- Contributions are tax free and processed through payroll

Using Your Account

- Use the funds for your qualified medical expenses or those of your spouse or your eligible dependents
- Total funds for the year are available when your plan becomes effective (even if you have not contributed that amount yet)

Funds Expiration

**NOTE TO PRESENTER:
CUSTOMIZE SLIDE
BEFORE PRESENTING**

Funds Forfeiture

- Unused amounts at year-end are NOT rolled over to the next plan year
- Plan wisely!
- OR -

Funds Rollover

- Unused amounts at year-end – up to \$500 – are automatically rolled over for use in the next year's plan
- Carried over amounts do not count toward your contribution limit for the following plan year.

Examples of Qualified Medical Expenses

- Acupuncture
- Alcoholism treatment
- Ambulance
- Automobile modifications for physically handicapped
- Birth control pills
- Braille books & magazines
- Chiropractic care
- Christian Science practitioner
- Contact lenses & related materials
- Crutches
- Dental treatment
- Dentures
- Diagnostic services
- Drug addiction treatment
- Eye examination
- Eye glasses
- Fertility treatment
- Flu shot
- Guide dog or other animal aide
- Hearing aids
- Hospital services
- Immunization
- Insulin
- Laboratory fees
- Laser eye surgery
- Medical testing device
- Nursing services
- Organ transplant
- Orthodontia
- Physical exam
- Physical therapy
- Prescription drugs
- Psychiatric care
- Smoking cessation program
- Surgery
- Sunscreen & sun block (SPF15+, broad spectrum)
- Transportation for medical care
- Weight loss program necessary to treat obesity
- Wheelchair

Examples of Qualified OTC Expenses

Some over-the-counter items are eligible for purchase with FSA funds.

Eligible without a Prescription:

- Bandages
- Braces & supports
- Catheters
- Contact lens supplies & solutions
- Denture adhesives
- Diagnostic tests & monitors
- Family planning items
- First aid supplies
- Insulin & diabetic supplies
- Ostomy products
- Reading glasses
- Wheelchairs, walkers, canes

Eligible with a Prescription*:

- Allergy & sinus medicine
- Antibiotics
- Cold sore remedies
- Cough, cold & flu
- Feminine anti-fungal/anti-itch
- Hemorrhoidal preps
- Laxatives
- Motion sickness
- Pain relievers
- Respiratory treatments
- Sleep aids & sedatives
- Stomach remedies

Dual Purpose Items:

These items can be used for a medical purpose or for general health and well being and are eligible only with a prescription, doctor's directive or letter of medical necessity:

- Dietary and weight loss supplements
- Fiber supplements
- Orthopedic shoes & inserts
- Snoring cessation aids
- Vitamins & herbal supplements

* A "prescription" means a written or electronic order for a medicine or drug that meets the legal requirements of a prescription in the state in which the medical expense is incurred and that is issued by an individual who is legally authorized to issue a prescription in that state.

Examples of Not Qualified Expenses

- COBRA premiums
- Concierge service fees (billed for future services; no treatment actually provided)
- Cosmetic surgery
- Exercise equipment
- Fitness programs
- Hair transplants
- Household help
- Illegal operations and treatments
- Insurance premiums
- Long-term care premiums
- Maternity clothes
- Retiree medical insurance premiums
- Teeth whitening



What is a Dependent Care FSA (DCAP)?

A Dependent Care FSA is a tax-advantaged account that allows you to use pre-tax dollars to pay for eligible child and elder care while you work.

- **Contributions**

- You may contribute up to \$5,000 to your account (\$5,000 per calendar year if single or married filing jointly, \$2,500 if married filing separately)
- Contributions are tax free

- **Using Your Account**

- Use the funds for child or dependent care while you are at work – typical expenses include day care, before and after school care
- Funds become available for use as you contribute them

- **Funds Forfeiture**

- Unused amounts at year-end are NOT rolled over to the next plan year



Eligibility Requirements

To be reimbursed through your DCAP for child and dependent day care services, you must meet the following conditions:

- You must have incurred the expenses in order for you and your spouse, if married, to work or look for work, unless your spouse was either a full-time student or was physically or mentally incapable of self-care
- You cannot have made the care payments to someone you can claim as your dependent on your federal tax return or to your child who is under age 19
- You and your spouse must maintain a home that you live in for more than half the year with the qualifying child or dependent.

Qualified DCAP Expenses

Expenses for dependent care must be provided during working hours.

- Before school or after school care (other than tuition expenses)
- Licensed day care centers
- Nursery schools or pre-schools
- Placement fees for dependent care providers, such as au pairs
- Child care at a day camp, nursery school, or by a private sitter
- Summer or holiday day camps
- Late pick-up fees
- Custodial care for dependent adults
- Care of an incapacitated adult who lives with you at least 8 hours a day



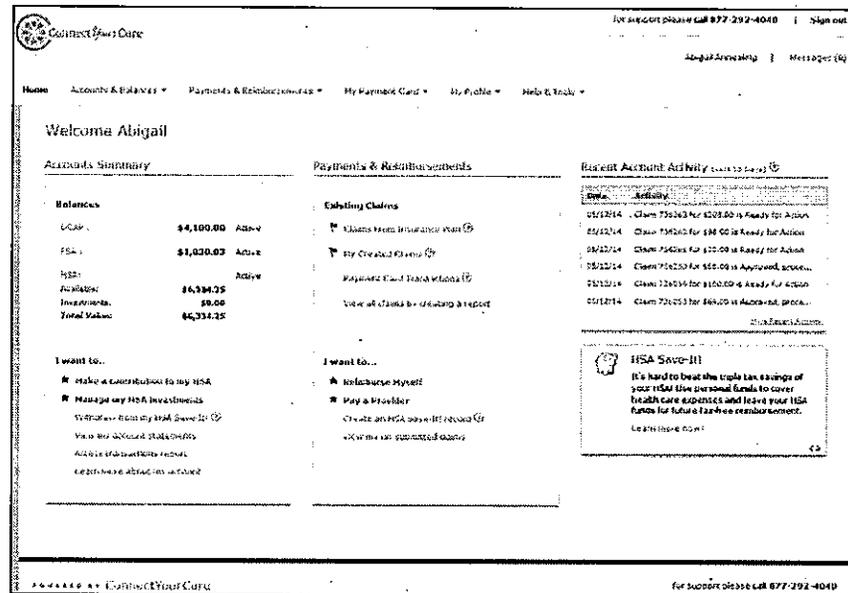
Not Qualified DCAP Expenses

- Expenses for children 13 and older
- Educational expenses including private school tuition
- Expenses for food, clothing, sports lessons, field trips and entertainment
- Overnight camp expenses
- Registration fees
- Transportation expenses
- Late payment fees
- Payment for services not yet provided (payment in advance)
- Care for dependent while sick employee stays home

Easy Access to Your Account

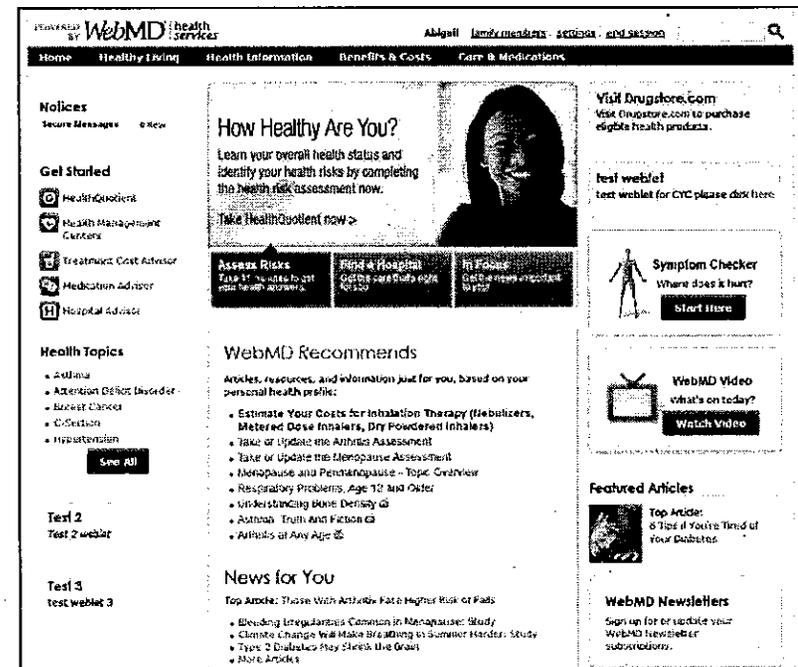
Online Participant Portal

- 24 x 7 real-time access to:
 - Obtain real-time account balances
 - Check transaction history on accounts – contributions and disbursements
 - Submit online request for reimbursement, check claim status, and view reimbursement schedule
 - Add/update personal and direct deposit information
 - Access a variety of health education and wellness tools



Health Education Tools

- **WebMD Hospital AdvisorSM**— Hospital information and rankings for specific procedures
- **WebMD Medication AdvisorSM**— Information on less expensive prescription options
- **WebMD Treatment Cost AdvisorSM**— Cost estimates on 350 of the most common medical conditions, tests, and procedures
- **WebMD Health TopicsSM**— A to Z medical encyclopedia listing of over 1,500 ailments with information, treatment options, prevention, and more
- **WebMD HealthQuotientSM**— State-of-the-art assessment tool that scores participants' health status, calculates risk levels, and provides recommendations for health improvement and behavior change
- **Symptom Checker** — Information about what medical symptoms could indicate and helpful facts before a doctor's visit



19

Mobile Solutions

- **Mobile App**

- Available for Android, iOS and Windows devices
- View account balance, alerts and transaction history
- Submit a new claim
- Make payments with Online Bill Pay and Click-to-Pay
- Tap to call Customer Service
- Upload claim documentation with your device's camera

- **Mobile Browser**

- Streamlined version of online account viewable from any mobile device
- Access many of the Mobile App's features without having to download it

- **Mobile Alerts and Two-Way Texting**

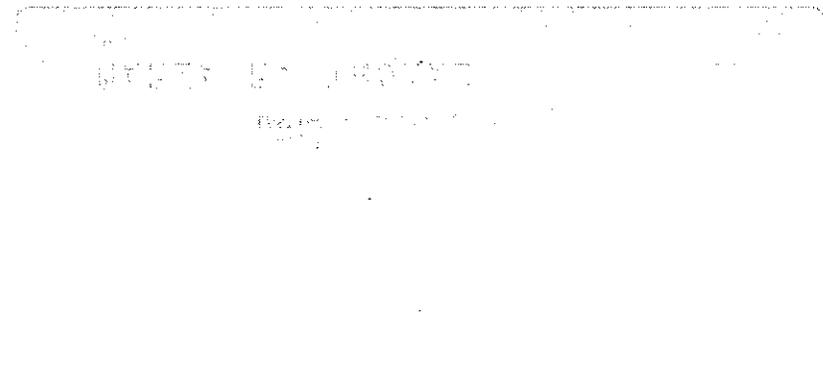
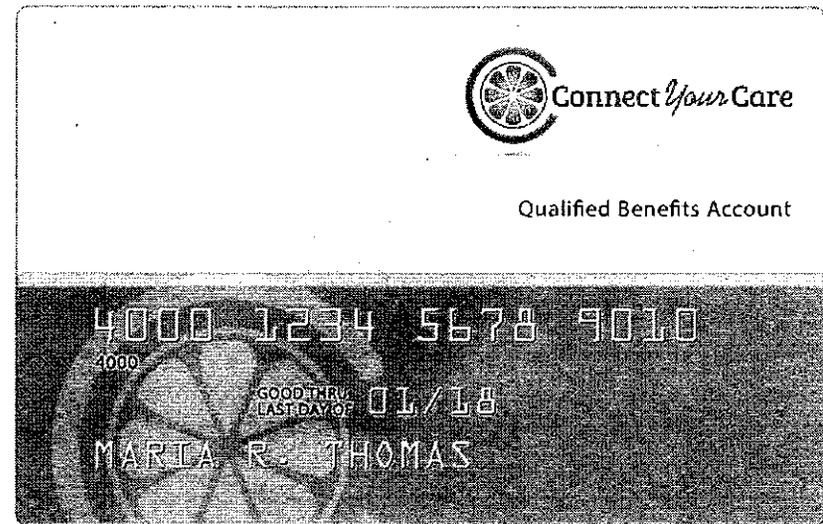
- Request and receive account information and alerts via text message
- Sign up for this feature through your online account



Accessing Account Funds

Payment Card for Health FSA

- Use it at locations where Visa is accepted
- Use it for qualified health care expenses
- Automatically records purchase online
- Money comes directly out of your account
- No need to pay upfront and wait for reimbursement
- Cannot be used at ATMs
- Multiple ConnectYourCare accounts are accessible with the same card (if offered by your employer)

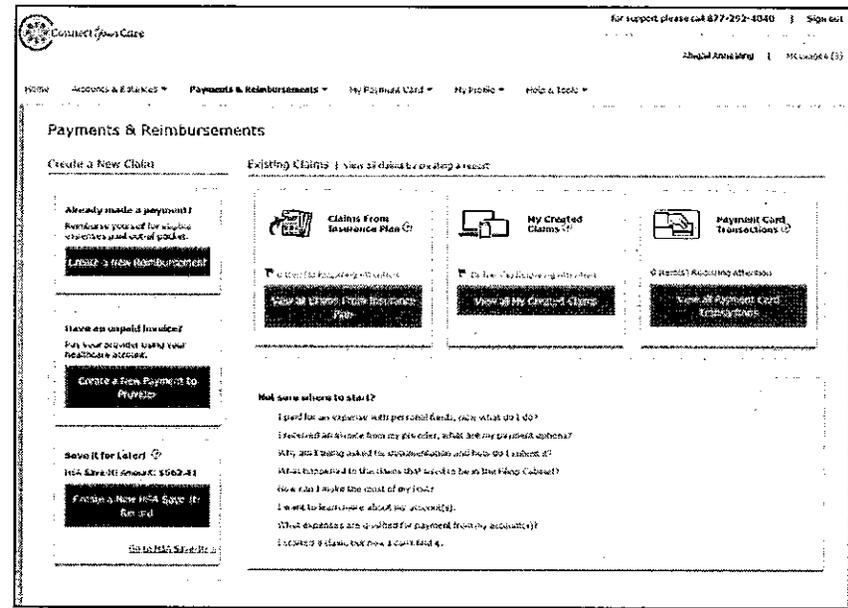


Reimbursement Requests

Pay with personal funds and request reimbursement for all DCAP claims and any Health FSA purchases made without your card.

- Pay for a qualified expense using personal funds
- Enter your claim online or using the mobile app
- Upload documentation online or with mobile app
- Receive reimbursement via check or direct deposit

Tip: Set up direct deposit for faster reimbursements!



Receipts Overview

- IRS requires all charges to be verified as an eligible expense
- Some expenses are verified automatically, all others require itemized receipts
- Payment card will be suspended if itemized receipts are not submitted
- Receipts must include:
 - Name of the patient
 - Date the service was provided
 - Name of the service provider
 - Description of the service
 - Amount/cost of the item or service required

Tip: Your health plan EOB typically contains all the required information!

Statement of Services Rendered

Baltimore Dental Associates
Dental care with a gentle touch

1200 McCornick Road, Suite 200, Hunt Valley, MD 21096
 Phone 410-555-1212 Fax 410-555-2121
 healthteeth@baltimoreadental.com

INVOICE # 89700
 DATE: JUNE 28, 2008

Provider: Dr. John Smith

TO

CODE	DATE	DESCRIPTION	AMOUNT	BALANCE
D10120	6/28/2008	Periodic Oral Evaluation	47.00	47.00
D11204	6/28/2008	Fluoride / Adult	38.00	85.00

PLEASE PAY THIS AMOUNT **85.00**

Make all checks payable to Baltimore Dental Associates
THANK YOU FOR YOUR BUSINESS!

Submitting Receipts

- Many ways to submit receipts:
 - Mobile upload – snap a picture with your phone!
 - Online upload – quickly and easily upload a scanned image
 - Fax – Print out a cover form from your online account. Each bar-coded claim form is unique, be sure to use the one designated for that claim.
 - USPS mail – Print out a cover form from your online account mail it along with a copy of your receipts.
- View uploaded images immediately

ConnectYourCare

for support please call 877-292-4040 | Sign out

My Account | My Payments | My Claims | My Profile | Help & Tools

Payments & Reimbursements | Un-submitted Claims

Un-submitted Claims

What claims are saved here?

- Claims that you started but did not submit
- Paper claim submissions that are missing important information
- Archived claims, previously held in the filing cabinet

When you are ready to edit or submit a saved claim, simply click on the claim and follow the instructions.

Filter Un-submitted Claims by:

Date of Service: Show As: All Providers Self, All Plans

Click a claim ID to take action or view details.

Claim ID	Date of Service	Provider/Provider	Service Plan	Claim Amount	Pay To	Status
735416	01/13/2014	Kids R Us	Allyan Accounting	\$200.00	Provider	Member Created
734935	03/13/2014	Dr. Smith	Allyan Accounting	\$20.00	Self	Member Created
751474	02/10/2013	Harris Foster	Allyan Accounting	\$50.00	Self	Member Created
716402	01/01/2013	Eye Care Providers	Allyan Accounting	\$100.00	Self	Member Created

Customer Service Always Available

Best-in-class service to participant through multiple channels

- **Live Customer Assistance**
 - Available 24/7, 365 days a year
 - Detailed questions or personal assistance
 - Trained in adjudication and call assistance
- **Interactive Voice Response**
 - Account information
 - User name reminder or password reset
- **Online Portal, Mobile App, Mobile Browser and Mobile Alerts**
 - Real-time account balances and transaction information



Frequently Asked Questions

How will I be able to access my account funds?

You will receive a payment card to access your Health FSA funds. For DCAP expenses and charges not using your payment card, you can also pay for eligible expenses with any other form of payment and request reimbursement from your account.

When can I request reimbursement from my account?

You have access to the account when your plan becomes effective.

How will I know if I need to submit a receipt to ConnectYourCare for substantiation?

If a receipt is needed, you will be notified by email or letter within a week of your payment card swipe. You can also check by logging into your account and visiting the Claim Center.

What if I don't submit my receipts?

You must provide the receipts within the time requested, or the transaction will be deemed ineligible, and you will be required to refund the amount of the transaction. If you fail to submit required receipts, your payment card will be deactivated. If you fail to reimburse the account, the amount of the ineligible expenses may be added to your W-2 or withheld from your pay.



DiscoveryBenefits.com

Administrative Services Proposal for
Worcester County Government and
Board of Education

Issued: September 10, 2015

September 10, 2015

Dear Kelly Ann:

Thank you for the opportunity to present our services. Discovery continues to be an industry leader providing administrative services to over 10,000 clients nationwide, including 2.5 million covered lives.

- **Stability.** Discovery provides administrative services to more than 10,000 clients who are located throughout all 50 states. We are also the largest privately held administrator in the country, serving more than 1 million benefits individuals and 2.5 million COBRA covered lives. Our retention rate has exceeded 98% over the last four years. Why do we have so many satisfied customers? Simply put, we are committed and accountable.
- **Time.** Discovery's Implementation, Account Management, and Integration experts ensure your plans run smoothly and remain in compliance allowing you and your clients the time you need to focus on the more demanding areas of your job.
- **Partnership.** Discovery's services provide the complete administrative solution you and your clients are looking for. We look forward to continuing our partnership with you.

If you have any questions regarding the following proposal information, please do not hesitate to contact me.

Thank you,

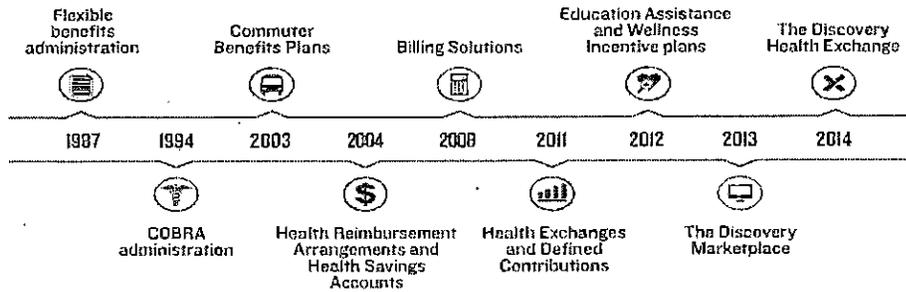


David Gess
Regional Director



Discovery Benefits | 4321 20th Ave SW | Fargo, ND 58103
Direct 701.239.6244 | Mobile 218.790.5379
www.discoverybenefits.com | dgess@discoverybenefits.com

Our History



Our Products

Benefits Administration

- Flexible spending accounts
- Health reimbursement arrangements
- Health savings accounts
- Commuter Benefits
- Wellness/Reward incentive plans
- Tuition reimbursement

COBRA and Custom Billing

- COBRA
- Custom Billing
 - FMLA tracking
 - LOA billing
 - Retiree billing
 - Loan payment
 - LTD
 - Disability
 - Other custom billing options

Defined Contribution

- Cafeteria plan premium reimbursement account
- Health reimbursement arrangements

Recognized as a Leader by

Business Insurance – Best Places to Work



Inc. HirePower – Creating Jobs for the Community



Inc. 5000 – America's Fastest Growing Companies



Partner with a true advocate. Discovery continues to bring you the best in service, technology and business. Our specialists ensure your plans run smoothly, allowing you and your clients to focus on the more demanding areas of your job.

The Discovery Marketplace

The Discovery Marketplace is a private exchange operated by Discovery Benefits. The Discovery Marketplace will provide COBRA qualified beneficiaries with alternatives to electing and/or continuing COBRA coverage. The Discovery Marketplace will offer individual policies that meet all the Affordable Care Act requirements, including guaranteed issue and no pre-existing condition limitations.



**DISCOVERY BENEFITS IS TRANSFORMING THE COMPLEXITY OF EMPLOYEE BENEFITS ADMINISTRATION WITH
INNOVATIVE SOLUTIONS AND EXTRAORDINARY CUSTOMER SERVICE DELIVERED BY
EMPOWERED AND KNOWLEDGEABLE EMPLOYEES.**

CHECK US OUT AT
www.DiscoveryBenefits.com/about

Flexible Benefit Highlights

- Administration for both unlimited and limited FSAs
- Debit card included for all FSA participants
- Cards for spouse/dependents at no additional charge
- Free direct deposit
- Daily processing of claim submissions
- Statements provided with each reimbursement check, emailed monthly and mailed annually
- Emailed notification when claim is submitted and paid
- Two business day claim processing turnaround
- Employee and Employer Portals
- Enrollment materials
- Web enrollment
- Real-time Employer Portal update abilities
- Employee group meetings
- Claims Exchange (automatic claim rollover)
- Debit card substantiation file feed
- Two funding options
- Interactive Voice Response system available 24/7/365
- Toll-free customer service 6:00 a.m. to 9:00 p.m. CST Monday through Friday, with the exception of holidays
- Discrimination testing
- Plan Document and Summary Plan Description and updates as required
- Automated employer reporting provided daily, weekly or monthly
- Secure file transfer submission for employee information
- Administration of 2 ½ month grace period extension
- Spanish language forms and web page
- Archive records for seven years

Employee Education and Enrollment

Standard enrollment materials include an FSA Guide that explains the plan in simple to understand language. The FSA Guide includes lists of eligible items, a worksheet to help the employee determine their medical and dependent care elections, information about how to contact Discovery, how to file a claim online or where to mail or fax a claim, etc. In addition, www.DiscoveryBenefits.com has interactive tools to help employees make the most of this benefit.

All materials are available in an electronic format available on Discovery's website. Employers may download the materials to post on their intranet or open enrollment portal. Standard materials can be provided in hard copy at no additional cost (within standard timeframes). A list of standard materials will be provided upon request. The quantity provided is determined by the number of FSA participants plus a percentage surplus. Discovery reserves the right to limit the quantity of printed guides provided.

Discovery is also available to conduct educational webinars at no additional cost. Webinars can be scheduled between the hours of 7:00 a.m. and 7:00 p.m. CST Monday through Friday, with the exception of holidays.

Secure Web Access

Discovery's HIPAA secure, state-of-the-art portal provides employers and participants with 24/7 account access:

- **Employer Portal**
 - Access to on-demand reporting
 - Ability to add real-time updates (such as new hire elections, employee terminations, etc.)
 - Upload files
 - View employee claim detail, contributions, and current available balance

- **Participant Portal**
 - Sign up for mobile text alerts (receipt reminders, denial notifications and claim confirmation)
 - Submit claims and upload receipts
 - Pay the provider
 - View account balances, claims status, claim and payment history
 - View and update their profile and add dependents
 - Order additional debit cards or report a lost/stolen debit card
 - Update banking information
 - Initiate repayments
 - Expense Tracker

iPhone, iPad and Android Application

Discovery is proud to offer a Discovery Benefits Mobile Application for iPhone (including iPad and iPod) and Android devices. The app will allow participants to file a claim, upload receipts, check balances, view final filing dates, view claim detail, report a lost or stolen debit card, reset their password and contact customer service.

The data transfer is secured using 128-bit SSL on all mobile transmissions. Participants will also be required to submit a pass code for each log in.

Learn more at www.DiscoveryBenefits.com/mobile and download this free app on your Apple or Android devices.

Funding Options

Discovery offers two funding methods, as described below. The preferred and most popular funding method is claims based funding.

- 1) **Claim based funding:** There are two ACH debits from the client's account based on that day's eligible claim reimbursements. The debits are: 1) lump sum amount to cover manual claims, including check and direct deposit and 2) lump sum amount to cover debit card transactions. Two separate e-mails are sent on a daily basis to the employer showing the amounts to be debited from the employer's account.

- 2) **Contribution based funding:** Each pay period the employer sends employee contributions via ACH to Discovery. In addition to sending contributions, a reserve of funds is also held in Discovery's account to ensure adequate funds are available to pay claims. If pending claims exceed funds available, Discovery will notify the employer and request additional funds. Reimbursement is held until additional funds are received.

Reimbursement is made from Discovery's account daily. Employers receive a monthly report showing activity by employee and can view monthly activity through the reports available on the employer portal.

Account Reconciliation

Payroll deductions are tracked each payroll cycle using one of the two following methods:

- Contribution file (preferred method) – The client transmits an employee demographic and enrollment file along with a contribution file to Discovery each payroll cycle to update amounts within the Discovery system. The files include new hire elections, payroll deductions and/or employer contributions, address changes and terminations. The data is uploaded into the system and the results are posted to the employer portal. Exception Report and Contribution Discrepancy Reports are available for results confirmation. File layouts are provided during implementation.
- Automatically posted – Amounts are updated within the system automatically following the date for each payroll schedule. A notification is emailed to the employer directing them to a report posted on the employer portal to reconcile against their payroll records.

Enrollment and Updates

Participant demographic, enrollment, and contribution information is provided to Discovery electronically through secure file transmission. Demographic and enrollment information for new hires can also be keyed into the employer portal directly. Contribution files are submitted according to the payroll frequency schedule. Consumers can view updates to their accounts in their portals in real-time once the update has been made.

Benefits Debit Card

All FSA participants automatically receive one debit card. Additional cards for spouses or dependents at least 18 years of age are available at no additional charge. Lost or stolen debit cards can be replaced at no additional cost.

IRS regulations state the debit card may only be used for eligible health care 213(d) related expenses. Some larger merchants have an Inventory Information Approval System (IIAS) in place. IIAS merchants are able to approve eligible FSA items at the point of purchase and no additional substantiation is required for these transactions. IIAS will also deny ineligible FSA expenses, which will need to be paid using another form of payment.

When IIAS is not available at the merchant, Discovery auto adjudicates debit card transactions in the following manner:

- 1) Plan co-payments are entered into Discovery's system so that card transactions matching the co-payments and providers are automatically adjudicated. The system is also set up to recognize multiple co-pay amounts (i.e. an employee can purchase several prescriptions and the participant will not be asked to send in documentation).
- 2) If an expense is recurring and has been previously approved, any transaction matching both the provider and the exact dollar amount will be approved without requiring additional substantiation.

When insurance must be processed to determine the participant's responsibility, the participant waits to receive their final statement and then writes their debit card number on the provider statement. Follow-up documentation may still be required to substantiate some of the card transactions.

When expense substantiation is needed to verify an FSA expense, two letters or emails are sent to the participant over a 30 day period. If no substantiation is received after 72 days, a Repayment Request is sent to the participant and the debit card is temporarily deactivated. The employee can pay back the plan or submit an eligible claim to offset the ineligible amount.

Claims Exchange (Automatic Claim Rollover)

Discovery can accept claims exchange feed from health carriers at no additional charge. Please check with your carrier as fees may be assessed directly with them. During the implementation process, Discovery will provide XML file specifications for mapping purposes. A test file is sent to Discovery from the health carrier prior to the plan effective date. Discovery is open to working directly with the health carrier to set up the file transfer processes. The process can take 60-90 days to complete so it is recommended the process begin as soon as possible.

As a reminder, the debit card and claims exchange features cannot be used in conjunction with one another to file a claim as it will result in duplicate claim reimbursement.

Reimbursements

FSA claims are processed (adjudicated and keyed) within two business days. Reimbursement is made the following business day.

Reimbursement is processed daily. Direct deposit is sent to the participant's account based on the participant's choice or a check mailed to the participant's home if banking information is not provided. Paper checks are subject to a \$25 minimum reimbursement requirement.

Positive Pay - Stale Checks

Discovery uses a positive pay system to ensure only valid reimbursement checks are processed. A file is sent to Discovery's bank on a daily basis. Only checks that match the file are processed. Checks remain on the positive pay file for 180 days. An exceptions list is sent to Discovery daily showing checks presented for payment that do not match the file.

Claim Adjudication

Discovery reviews 100% of FSA claims submitted.

The IRS requires that claims submitted include a third-party statement (receipt, EOB, invoice) that includes the following information:

- Date of service
- Type of service (i.e. co-pay, co-insurance, deductible)
- Name of item purchased
- Prescription drug number (if applicable)
- Dollar amount of item or service
- Name of service provider or merchant
- Day care provider name and signature (if applicable)

If co-pay information is provided during plan set up, we can auto-approve co-pay transactions for consumers during the plan year. When submitting a receipt for a co-payment amount, the co-payment description must be on the receipt. In some cases, a participant will need to ask for a receipt at the point of service. If "co-payment" is not clearly identified, have the provider write "co-payment" on the receipt and have the provider sign the receipt.

For all ineligible claims, a letter is sent to the participant requesting additional information. Once correct information is received, the claim is reprocessed within two business days.

Grace Period Extension

Discovery provides administration for the 2 ½ month grace period extension at no additional cost. During the extension Discovery looks first to the prior year balance and if funds are available, reimburses from the prior year account. If partial funds are available, the claim will be split between the prior and current plan years. If no funds are available, the claim will be reimbursed from the current plan year. Discovery's Benefits Debit Card can be used during the grace period extension. Administration of the debit card transaction works the same way as the manual claim submission.

COBRA Administration for the Medical FSA

Discovery will administer the FSA for COBRA continuants once notified by the employer or the employer's third party COBRA administrator an individual has elected to continue their medical FSA under COBRA. The employer or the employer's third party COBRA administrator is responsible to send all required COBRA notices, collect the monthly contribution from the qualified beneficiary and forward the contribution to Discovery each month.

File Formats

Files must be in Discovery's layout and .csv format. This ensures: 1) a smooth set up, renewal and ongoing administration; 2) the information contained in the file is accurately and effectively communicated; 3) the file is uploaded through the secure employer portal and are processed within 24 hours. Once the file is processed, a results report is provided to the employer. Corrections are able to be made directly through the employer portal.

If a third party vendor provides the files, Discovery will provide a pipe delimited file format for all demographic, enrollment and contribution information. The file is uploaded to a Secured File Transmission Protocol (SFTP) site, which is then automatically processed in Discovery's system without manual intervention. An email confirmation is provided to the employer.

File Testing Process

As early as possible during implementation, a test file is sent to Discovery for ensuring the file meets the software specifications. Discovery tests the file and communicates with the company's IT representative about changes to the file.

Implementation

A dedicated Implementation Manager is provided to ensure a smooth transition to Discovery. The Implementation Manager assigned to your company is dedicated to coordinating and managing the implementation process and remains the primary contact through the first 30 to 60 days of the plan year. Discovery is committed to providing the experienced staff necessary to accomplish quality implementations in a timely manner.

Prior Plan Year Assumptions for Grace Period Extensions

Discovery has extensive experience assuming administration for prior plan years. Our experience shows that the critical factors affecting implementation relate to the accuracy of the information received from the prior administrator and the file format in which it is received.

It is important that Discovery receive clean, accurate data from the former administrator or employer in an electronic file matching Discovery's file layout. The employer will need to review and sign off on the information prior to Discovery importing the data. A blackout period will apply to both the prior and current plan years that can last from 10 to 30 days from the date determined during implementation. During the blackout period claims will be held until after the blackout period has ended.

Reports

To comply with stringent HIPAA regulations, reports are only available through Discovery's secure portals. Based on employer preference, emails notifications are provided once a report is available. Employer reports are also available on-demand through the employer portal.

Employer Reports

- **Employer Funding Report**
- **Claims Reimbursement Notification**
- **Bank Reconciliation Report**
- **Account Balance Detail Report**
- **Payroll Deduction Report**
- **Debit Card Settlement Report** (if applicable)
- **Enrollment Report**

Participants will also receive an email notification once the following reports have been posted to the participant portal.

Consumer Reports

- **Account Statements:** Included with each reimbursement check and emailed monthly
- **Receipt Reminders:**
 - **Debit Card Transactions:** Sent on day 1, 30 and 72 after card transactions
- **Denial and Repayment Requests:** Transaction based
- **Claims Reimbursement Notification:** Transaction based (email only)

Plan Documents and SPDs

Plan document and SPD templates are now available at the click of your mouse through the Advanced Employer Portal. Utilizing the Relius software platform, the employer can easily generate their Plan Docs and SPDs. Once created, the documents can be emailed directly to the employer or any employer-designated contacts. Amendments can also be made through the portal, at no additional cost. Discovery encourages the employer to consult with legal council should customized language be required for the Plan Document or SPD; Discovery cannot provide legal advice.

Discrimination Testing

Discovery includes in its administrative fees the following three objective non-discrimination tests (Standard Tests): Section 125 25% Key Employee Concentration Test; Section 129 More than 5% Owners Concentration Test; and Section 129 55% Average Benefits test.

Discovery can also provide Expanded Testing services that include the following tests (in addition to the Standard Tests): Cafeteria Plan Eligibility Test, Cafeteria Plan Contributions and Benefits Tests; Health FSA Eligibility and Benefits Tests, Section 129 Eligibility and Contributions and Benefits tests. Additional fees may apply for expanded testing services.

Discovery will provide in its annual reminder to the employer a Non-Discrimination Testing Guide summarizing the various tests offered, a step-by-step summary of the action steps along with login instructions for accessing the Non-Discrimination Testing web portal where the employer will: 1) find the required file templates; 2) submit its non-discrimination testing files for processing; and 3) access the non-discrimination testing reports. If an employer wishes, they may also enter the required information directly through the web portal rather than submitting a file. The Employer's HRIS/payroll system is the system of record for all non-discrimination testing information.

An easy to read non-discrimination testing report showing the test results is provided through the Non-Discrimination Testing web portal. If the employer fails any one of the Standard Tests, the web portal will also provide recommended steps to bring the plan into compliance.

For the other tests not part of the Standard Test offering, Discovery recommends that you consult with your tax advisor if the results indicate a failed status.

5500

For employers required to file Form 5500 for the health FSA (those with 100 or more participants), Discovery Benefits will provide participant count information prior to the required filing date. The employer is responsible to complete and submit the Form 5500 each plan year in an electronic format through the DOL EFAST2 web site.

FSA Fee Schedule

Administrative Fees - ppm	\$5.25
Minimum Monthly Fee (Applies only if the monthly administrative fee times the number of participants is less than this amount)	\$50.00
Eligible Employees	1,000
Number of FSA Participants	200
FSA Election per Participant (Industry Avg.)	\$1,500.00
FSA Elections for all Participants	\$300,000.00
FICA Tax Rate	7.65%
Estimated Annual FICA Savings	\$22,950.00
Estimated Annual Fees Paid to Discovery Benefits	\$12,600.00
Estimated Employer Savings	\$10,350.00

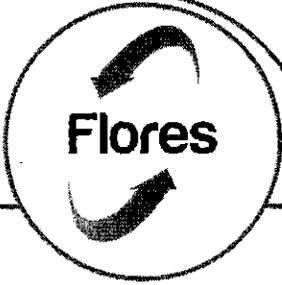
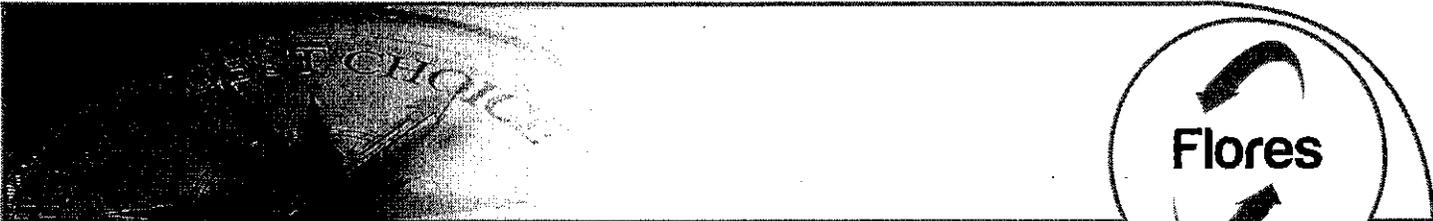
The following services are also included at no additional cost:

- Benefits Debit Cards
 - Spouse and dependent cards
 - Replacement cards
- Standard postage and printing
- Plan Document and SPD
- Direct deposit
- Electronic file transfers

On-site enrollment meetings may be available for an additional fee of \$350 per day plus travel expenses. Discovery does not charge implementation, set-up or renewal fees. Fees are quoted net of commissions.

Monthly administrative fees are guaranteed for 3 years. Discovery reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.

*FICA savings is based on estimated annual elections and participation. Actual savings may vary.



Flores

Flexible Spending Account
Administrative Services Proposal
County Commissioners of Worcester County

Flores & Associates, LLC
1218 S. Church Street
Charlotte, NC 28203
800-532-3327
www.flores-associates.com

Company

Flores & Associates, LLC was founded in 1986 to provide Human Resources consulting services such as compensation, benefits and selection to a broad cross section of small to mid-sized companies throughout the Southeast. The company has evolved over the last twenty years from its Human Resources consulting roots into a national leader in the field of Benefit Administration. Driven by our mission to achieve customer satisfaction and to gain expertise and improve our core competencies, Flores has been uniquely transformed from a generalist organization into a specialty services firm focused on employee reimbursement programs.

Our goal is to meet the needs of our clients by combining proactive service with leading edge technology. Long before the buzzwords of B2B (business-to-business) and B2E (business-to-employee) were circulated, Flores developed web-based services as part of our commitment to service excellence and in response to client feedback. In our quest for solutions through the use of innovative technology and in partnership with our clients, Flores continues to improve our browser-based systems. The bottom line is that we are in to results not buzzwords. We offer fully-developed, easy to use, interactive systems - not marketing shells. Our mission continues to be *complete client satisfaction*, and our 99% client retention rate is confirmation that we are on the right path.

Today, we have developed a national client base that numbers over 900 companies headquartered in over 33 states serving employees in all 50 states and several foreign countries through the use of our innovative technology. The services that we have developed and implemented for our clients cover the spectrum of Benefits Management and Communication.

Administration & Consultative Services

- Cafeteria Plan Design and Administration
- Section 125 Pre-tax Reimbursement Account Administration
- Customized Direct Reimbursement Plans for Vision Expenses
- 105 Health Reimbursement Account (HRA) Administration
- Qualified Transportation Expense Administration
- COBRA Administration
- Section 223 Health Savings Account (HSA) Administration

In selecting Flores & Associates, you will be dealing with a firm dedicated to results.

Proposal Summary

Objective

To implement and maintain the Section 125 Flexible Spending Account Plan for County Commissioners of Worcester County, Flores will educate and enroll the employees, gather the necessary data to set up the pre-tax deductions for the payroll system, perform all discrimination testing, claims processing, account reimbursement, and prepare the appropriate tax reporting information.

Implementation Procedure & Ongoing Administration

An implementation and pay period update outline is found within this proposal. From the time the engagement is awarded, the outline will describe in detail the steps to be taken to implement and maintain the plan. Based on the analysis of the information provided to Flores by County Commissioners of Worcester County, a timetable will be established to properly implement the plan by the effective date.

Professional Fees

Flores' professional fee for the services rendered to County Commissioners of Worcester County in this proposal will be as indicated in the Professional Fees section of the proposal. Professional fees are guaranteed for a five (5) year period upon acceptance of this proposal. We will render a billing for the first month's administration once the plan has been implemented for the plan year. Subsequent monthly administration fees will be billed at the beginning of each month. In the event that this contract is canceled or postponed prior to the end of a respective plan year, Flores will bill County Commissioners of Worcester County the remainder of the contract rate for that plan year.

Services Provided

Section 125 Flexible Spending Account Administration

The Flores & Associates Section 125 Flexible Spending Account Administration service offers you and your employees a way to save money on out-of-pocket medical expenses and dependent care expenses. Flores will provide a turnkey installation of this service, handling all employee introductions, enrollment and tracking of accounts. This monthly service is offered to County Commissioners of Worcester County on a highly cost effective basis.

Employee Introduction

You will be provided with detailed educational materials to share with your employees, and if requested, Flores will conduct an online webinar on the Section 125 Flexible Spending Account Plan for your participants. Employees are encouraged to contact Flores with specific questions to ensure they understand how this plan can benefit them.

Account Set-up/Discrimination Testing

Flores will gather the necessary data from your company and completely set up your account. We will also perform all discrimination testing to ensure your plan is in compliance with IRS regulations and regular testing after additions/deletions have been made to the plan.

Monthly Account Administration and Compliance Reporting

Flores will provide the employer with all necessary forms including payroll notification forms, reimbursement forms, and status change forms. The employer will be responsible for making these forms available to their employees and notifying their payroll department or their outside payroll service of the necessary deductions.

The desired plan funding method will be discussed and agreed upon during the FSA implementation process. Flores may debit from the bank account provided by the company for the aggregate medical spending and dependent care withholdings each pay period, or if preferred, the client may initiate a debit via the Flores administrator website. Funding may also be transferred to Flores via ACH deposit or wire transfer (additional fee will apply for wire transfers). Flores will deposit these funds into a flex reimbursement account (First Citizens Bank & Trust, Charlotte, Account # 0131375875) and then reimburse any employee claims on a pre-determined schedule. All employee reimbursement checks will be mailed to the employee's home or will be deposited via direct deposit into the employee's checking or savings account and will be accompanied by an updated balance of their account.

Services Provided (Cont.)

Sixty (60) days before the plan year end, the plan participants will receive an electronic statement reflecting the amount remaining in their account. Additionally, employees may access their accounts at any time using the Flores 24/7 participant website, and will also be provided with a direct toll free line to access their account status. Information available through these systems includes: current balances, total yearly allocation, claim status, paid claims history, and funds remaining for the current plan year.

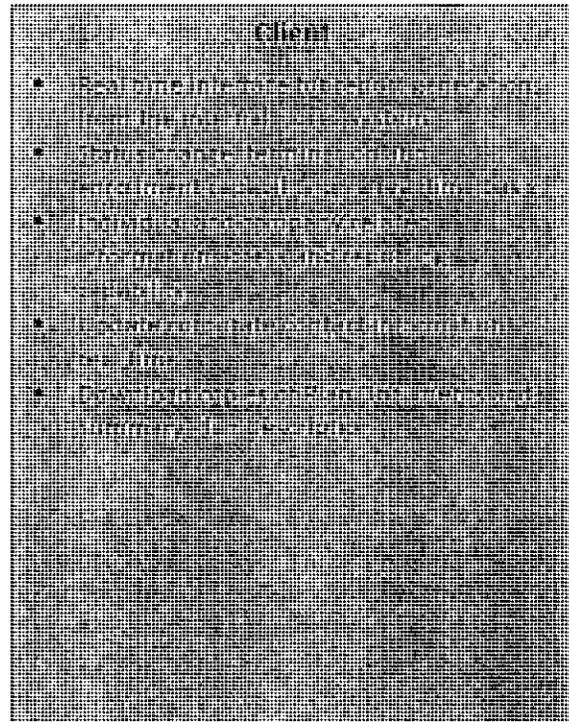
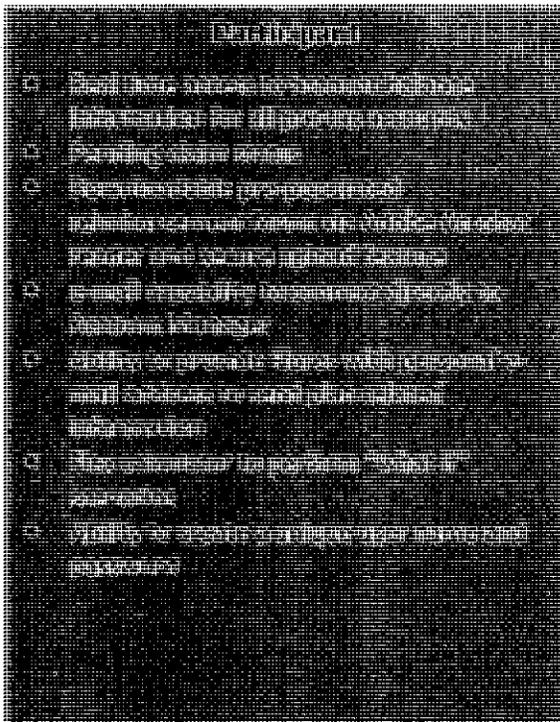
At the end of the plan year the company will receive an end of the year recap and refund check for any amounts not spent by the employees, if one is due. Flores will also provide you with the appropriate schedule C for to include in your IRS 5500 form (if applicable) reflecting your plan year Flexible Benefit financial information by the scheduled due date.

Reenrollment

At the end of each plan year Flores will establish with the employer an open enrollment cycle for the upcoming plan year. During this time the employees may reenroll using the Flores247 internet access system or client interface.

Internet Based Flores247 System

Our dynamic internet based Flores247 system (www.flores247.com) will serve as a complete Flex Information Center for both the participant and the client administrator. It includes the following features:



Flores' Facts

Flores is a recognized national leader in Flexible Spending Account Administration. Our goal is to meet the evolving needs of our clients by combining pro-active customer service with leading edge technology. How do we stack up with other administrators? Please compare the services offered by Flores which are included in our base fees – at no additional charges.

Client Benefits

- **Turnkey FSA installation** including employee communication/videos and enrollment materials
- Enrollment meetings conducted by Flores via **webcast if requested**
- Electronic data exchange with client payroll **confirming** contribution dollars
- **Automatic** direct debit of reimbursed funds and/or payroll contributions
- **Accounting integrity** using the proven Flores Transfer and Exception reporting process
- Reimbursements released according to **predetermined** weekly schedule
- Reimbursements sent via **direct Deposit** or checks mailed directly to participant's home address
- Online and on-demand reporting for clients via **Flores247.com** site
- **Dedicated account manager** whose name appears on all correspondence to participants
- Toll-free technical **support** for clients
- **Flores E-News** including Legislative Updates and Technical Updates
- Non-discrimination testing services included to **assure compliance**
- End of Year Financial Recap report and **information necessary** for the Client to prepare the annual 5500 report
- **Benny debit card** available as additional reimbursement option
- Claims accepted via **US mail, toll-free fax, secure website upload, or using e-Receipt** mobile application
- Daily claims processing
- **Guaranteed 24-hour** claim adjudication turn-around-time

Flores 24/7 System

- Flores **E-Status** system keeps your participants informed throughout claim process
- **24/7** access to account information including **pending claim status**
- Internet enrollment option available at no additional charge
- **Customized pre-populated downloadable forms** on Flores247.com internet site
- Toll-free customer service line to access **team of Account Managers**
- **Sixty (60) day Use-It or Lose-It Statement** generated via e-mail and/or US Mail
- **On-going employee notification** during plan year run-out of open account balance from previous year
- End of year **Participant Recap** available to download online

Flores Credibility

- Proven track record of **Service Excellence**; 99% yearly retention rate
- National Leader; serving clients in 33 states and participants in all 50 states and internationally
- Our clients say...**"Customer service from the entire Flores staff is awesome"**; **"as always, feedback is coming in on how our employees are so pleased with Flores!"**

Implementation Procedures & Pay Period Updates

Initial Enrollment

- Flores provides the company with enrollment materials so that the employer is able to conduct benefit meetings to properly explain the program. If scheduling allows, the Account Manager may also be able to attend on-site enrollment meetings to assist in explaining the program to employees.
- If requested, the dedicated Account Manager may also conduct a webinar to help explain the program to employees.
- Employees make their elections and direct deposit authorization through the use of Flores provided OCR forms or through an automated means of enrollment selected by the company.
- All forms are collected by the company contact and compiled into a spreadsheet provided by Flores, and returned to the dedicated Account Manager. The client may also choose to send enrollment data via a third-party file transfer, or to utilize www.fsaenroll.com to collect election data from employees.
- Flores will provide the company with a current reduction listing based on the enrollment forms or file received for verification.
- Once initial enrollment data is verified, the client may use the provided listing that contains calculated per pay period deductions to populate the company's payroll system.

Pay Cycle Updates

- Flores provides company with file layout (see attached) to transfer per pay period deduction information.
- 48 hours prior to pay period, company will transfer pay cycle file to Flores via FTP (files transferred via the internet should be compressed with pkzip using an encryption key).
- Flores loads the data into the Flexible Benefit system.
- A transfer report indicating the amount posted to each participant's account is emailed to the contact person.
- Flores emails an exception report to the contact person indicating any participants whose pay cycle contribution received from the file transfer differs from the amount shown on the participant's elected pay cycle amount (update termination's, new hires and status changes).
- Flores may automatically debit from the client provided bank account on the pay date, or if preferred, the client may agree to initiate the debit to fund contributions via the Flores administrator site on the pay date. The amount can also be sent via wire transfer or ACH 48 hours prior to the pay date.
- Using the exception report, the contact person determines the reason for the anomalies and returns the annotated report to Flores for posting.
- This process is repeated each pay period.

FSA Enrollment File Layout

Field	Pic	Length
Employee ID (possibly SSN/EIN etc.)	999999999	9
Last Name	X(25)	25
First Name	X(15)	15
Address Line 1	X(30)	30
Address Line 2	X(30)	30
City	X(20)	20
State	X(2)	2
Zip	X(9)	9
* Pay Frequency	X(1)	1
** MRA Per Pay Period Amount	9999V99	6
MRA Annual Amount	99999V99	7
** DCRA Per Pay Period Amount	9999V99	6
DCRA Annual Amount	99999V99	7
** QTE Per Pay Period Amount	9999V99	6
QTE Annual Amount	99999V99	7
Date Entered MRA	YYYYMMDD	8
Date Left MRA	YYYYMMDD	8
Date Entered DCRA	YYYYMMDD	8
Date Left DCRA	YYYYMMDD	8
Date Entered QTE	YYYYMMDD	8
Date Left QTE	YYYYMMDD	8
***MRA Actual Deduction	9999V99	6
***DCRA Actual Deduction	9999V99	6
***QTE Actual Deduction	9999V99	6
HSA Enrollment (U/N)	X(1)	1
Debit Card Usage (U/N)	X(1)	<u>1</u>
	Record Length	<u>248</u>

* Pay Frequency Values:

B – Bi-Weekly, W – Weekly, S – Semi-Monthly, M – Monthly

If you have more than one pay group of the same frequency (e.g. you have two different bi-weekly runs so that you are paying employees on alternate weeks) please contact us to setup a code for each pay group.

** The amount to be taken out each paycheck
(This is the amount enrolled, not necessarily the actual deduction)

***The amount that was actually taken out of the participant's pay check for this payroll run

The filename should be the group's prefix, followed by .Yxx. The xx should be replaced with a serial number from 01 to 99 which indicates which file this is for the current plan year.

FSA Pay Cycle File Transfer

Field	Pic	Length
Employee ID Number	999999999	9
Last Name	X(25)	25
First Name	X(15)	15
Address Line 1	X(30)	30
Address Line 2	X(30)	30
City	X(20)	20
State	X(2)	2
Zip	X(9)	9
* PayFrequency	X(1)	1
MRA Amount Withheld	9999V99	7
DCRA Amount Withheld	9999V99	7
HireDate (YYYYMMDD)	99999999	8
TermDate (YYYYMMDD)	99999999	8
** Premium _____	99999V99	7
** Premium _____	99999V99	7
** Premium _____	99999V99	7
** Premium _____	99999V99	7
** Premium _____	99999V99	7
** Premium _____	99999V99	7
** Premium _____	99999V99	7
** Company Location	9999	4
	Record Length	<u>224</u>

* Pay Frequency Values:
 B - Bi-Weekly, W - Weekly
 S - Semi-Monthly, M - Monthly

** Please indicate a name for each premium

*** A 4 digit code indicating the location or division where the employee is employed.

Deliverables

For Employers

- **Dedicated Account Manager.** You will enjoy a relationship with the same person based in Charlotte, NC for implementation **AND** continuous FSA Administration. Yes...the same person you come to know from the start
- **Flores Team Structure.** Your Account Manager will receive support from their team who is trained on the details of your specific plan so you can depend upon accurate, prompt, and reliable service in the event your dedicated Account Manager is out of the office
- **FSA Implementation Checklist** that will allow your dedicated Account Manager to guide you through a quick implementation
- On-line and on-demand reporting for clients via the **Flores247.com** site
- E-mail confirmations and notices to participants throughout claim process – **Flores E-Status**
- Toll-free technical support for clients and customer service line to directly access Account Manager, without the hassle of a phone tree Monday- Friday 8:30AM- 5:00PM. All calls answered with live voice.
- **Accounting integrity** using the proven Flores Transfer and Exception reporting process
- **Turnkey FSA installation** including employee communication/videos and enrollment materials
- Optional enrollment meetings conducted by **Flores personnel onsite or via webcast** upon client request
- Electronic data exchange with client payroll **confirming** contribution dollars
- Automatic direct debit of reimbursed funds and/or payroll contributions
- Internet **enrollment option** available at no additional charge utilizing Flores **fsaenroll.com**
- **Data transfer** file formats will be provided to transfer enrollment and/or ongoing eligibility data
- **FSA Administration Guide** in PDF format: Step by Step instructions for using the Administrator web portal. This document will also be saved in the document section of the web portal. The Guide outlines the proper steps for managing your FSA and maximizing the value of the reporting tools
- **Client Administrator web conference tutorial** for current administrative web portal users and future staff.
- **Flores E-News** including Legislative Updates and Technical Updates
- End of Year Financial Recap report and **information necessary** for the Client to prepare the annual 5500 report
- All end of year processing methods are included: Standard Run-Out, 2.5 Month Grace Period or \$500 Rollover
- Standard **Non-discrimination testing services included to assure compliance** Section 125, 25% Key Concentration, Section 129, 55% Avg. Benefit, and Section 129, more than 5% Owners Concentration

For Participants

- **Dedicated Account Manager.** Participants come to know the assigned individual responsible for excellent customer service for their company. Calls and e-mails to and from the dedicated account manager ensuring a personalized level of service.
- Claims accepted via **US mail, toll-free fax, secure website upload or e-Receipt mobile app**
- Reimbursements released according to **predetermined** schedule (weekly, bi-weekly, or daily)
- **Direct Deposit** of reimbursements or checks **mailed directly** to participant's homes
- **Benny debit card** available as additional reimbursement option
- **24/7 access** to account information including pending claim status through Flores **e-Receipt Mobile App**, toll-free voice service and password-protected Internet Access System
- **Guaranteed Daily** claims processing with **24/7 access** to account information including **pending claim status**
- End of plan year advanced reminders generated via e-mail and/or US Mail; with reminders being sent via email bi-weekly until the claims filing deadline to those with a balance remaining
- End of year **Participant Recap** available on Flores247.com site

Value, Services, and Pricing Summary

Implementation Fee (One-Time, \$750.00)	Waived
Administrative Fee (Per Participant per Month) <i>Participant may have one or both accounts (MRA/Limited FSA and/or DCRA)</i>	\$4.75
Optional Debit Card Fee (Per Participant per Month) <i>Client can pass this fee on to employees with optional debit card election</i> Note: 5% of the annual Medical FSA election amounts will be required for pre-funding	Included
Monthly Minimum Billing Requirement	\$150.00
✓ Open Enrollment Materials and Plan Set Up	Included
✓ Client choice of multiple data transfer or input methods	Included
✓ Nondiscrimination Testing performed on an annual basis and as required	Included
✓ Check Issuance or Direct deposit of Employee Reimbursement Funds	Included
✓ Weekly Balance Reports provided to management via E-status protocol	Included
✓ Robust flores247.com Flex Information Center	Included
✓ Reminder participant statements provided to all participants with positive balances in their accounts via e-mail or US Mail	Included
✓ Multiple Open Enrollment options available including electronic (www.fsaenroll.com), spreadsheet or file upload	Included
✓ End of Year Participant Statements available via Flex Information Center	Included
✓ End of Year Company Financial recap report and 5500 Year End Information	Included
✓ Flores "No-Wait" Dependent Care process requires only one claim/year	Included
✓ Participant and Client Administrator web portals for real-time account access	Included
✓ Weekly and monthly e-mail reporting to designated client contacts	Included
✓ Participants with e-mail addresses on file receive <i>E-status</i> confirmations for claims receipt, claims adjudication, claims rejection, reimbursements, and reminders for end of plan year details	Included
✓ Electronic storage of plan documents, forms, articles and videos	Included
✓ Downloadable, bar-coded forms with pre-populated participant data	Included
✓ Secure on-line claims submission and receipt upload at www.flores247.com	Included
✓ Automated Debit Card substantiation reminders entering the on-line account	Included
✓ Flores accuracy while following a published reimbursement schedule	Included
✓ Annual 5500 Schedule C data provided to preparer following run out period	Included
✓ No phone tree...live Account Managers and Operations Specialists	Included
✓ Dedicated Account Manager based in Charlotte, NC	Included
Other Possible Service Fees	
• Relationship Termination/Cancellation Fee	None with 60 days notice
• Custom Data Interface	Rare, customer quote
• Paper Enrollment in the second and subsequent years	Rare, \$2.00 per participant
• Most use electronic www.fsaenroll.com at no charge	
• Annual re-enrollment kits (hard copy) <i>Most use the re-enrollment kit pdf option at no charge</i>	\$0.35 each

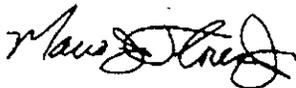
Initial if accepted

Acceptance of Agreement

Flores & Associates, LLC is a firm characterized by objectivity, integrity and thoroughness. We will conduct our dealings with County Commissioners of Worcester County in the most ethical and professional manner possible. All information provided by County Commissioners of Worcester County to Flores & Associates, LLC will be treated in a confidential manner and will only be used by Flores & Associates, LLC to satisfy performance guarantees. Our goal is to provide County Commissioners of Worcester County with the highest level and quality of service available. It is our intent to ensure County Commissioners of Worcester County's satisfaction and to be fair and honorable in our dealings with you.

This proposal dated September 9, 2015, with a five (5) year rate guarantee to administer a Flexible Spending Account Plan effective January 1, 2016, was prepared using the information provided to Flores & Associates, LLC by County Commissioners of Worcester County and PSA Insurance and Financial Services. The scope of services provided and the pricing of this project were completed using this information as our basis.

Acceptance of this proposal as presented to County Commissioners of Worcester County by Flores & Associates, LLC constitutes a legal contract. All terms and conditions outlined in this proposal are binding. This proposal is valid until October 31, 2015.



Mario J. Flores, Jr., President
Flores & Associates, LLC

Approved by

Title

Date

rev01/2015

Medical Reimbursement and Dependent Care Assistance Claims Administrative Agreement

THIS MEDICAL REIMBURSEMENT and DEPENDENT CARE ASSISTANCE CLAIMS ADMINISTRATION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20__ by and between FLORES & ASSOCIATES, LLC ("Flores") and COUNTY COMMISSIONERS OF WORCESTER COUNTY (the "Company").

STATEMENT OF PURPOSE

The Company wants to establish a medical reimbursement plan for its employees under Section 105(b) of the Internal Revenue Code and the Company wants to establish a dependent care assistance plan for its employees under Section 129 of the Internal Revenue Code. Flores is in the business of helping establish employee benefit plans and serving as claims administrator for such plans. Flores has agreed to provide the Company with materials necessary to establish a **Medical Reimbursement and Dependent Care Assistance Plan** (the "Plan"). Flores has also agreed to help the company install the Plan and to serve as claims administrator for the Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties to this Agreement agree to the following:

1. Plan Implementation Services. Flores will provide the Company with the following forms to implement the Plan:

- (a) Plan Documents;
- (b) Resolutions for Plan Adoption;
- (c) Summary Plan Description;
- (d) Notice to Employees Announcing Plan;
- (e) Enrollment Forms;
- (f) Election/Salary Reduction Agreement; and
- (g) Other Administrative Forms.

The Plan Document, Resolutions, and Summary Plan Description are prototype documents and are intended to be reviewed by and completed/edited with the help of the attorney for the Company. The Company shall be responsible for enrolling employees on the Participant Enrollment Forms and having the Election/Salary Reduction Agreements completed. The Company shall furnish copies of such forms and agreements to Flores.

Medical Reimbursement and Dependent Care Administration

2. Claims Administration Services. Flores shall act as claims administrator for the Plan. As such, it shall process and pay reimbursement claims to Plan participants. It shall maintain the necessary records and accounts to operate the Plan. Flores shall prepare and deliver to the Company all reports and returns which are required for the Company to properly report to governmental agencies regarding the Plan.

In its role as claims administrator, Flores shall process claims within a framework of policies, rules and interpretations of appropriate governmental agencies for reimbursement of applicable expenses, and within the framework of the Plan documentation as reviewed and approved by the Company. To the extent any claims payment issue is not addressed by an appropriate governmental agency or by Plan documentation, or is unclear, the claims administrator shall act in accordance with instruction of the Company.

3. Company Account. To facilitate claims administration, Flores maintains a master checking account. Within this account it shall maintain a sub-account for the Company (the "Company Account") for all transmittals of Company monies and for reimbursements to participants. The Company shall transmit all Company monies to the Company Account on a timely basis and as requested by Flores. Flores shall use such Company transmittals to reimburse participants for claims. Flores shall keep such records as are necessary to reflect transmittals, disbursements, and account balances attributable to each participant.

4. Claims. All claims for **Medical Reimbursements** shall be submitted by the participants to Flores in accordance with the instructions. Flores shall pay **Medical Reimbursement** claims in accordance with instructions provided to participants during enrollment. Flores shall not make any **Medical Reimbursement** claims payment to a participant if the amount of the aggregate **Medical Reimbursement** claims exceeds the balance credited to the aggregate participant's accounts in the Company Account. In such event, Flores shall immediately notify the Company of the amount by which the **Medical Reimbursement** claims exceed the aggregate amount credited to the participant's accounts. The Company shall then transmit such amount to Flores for credit to the participant's account so that the **Medical Reimbursement** claim can be paid.

Medical Reimbursement and Dependent Care Administration

All claims for **Dependent Care Assistance** reimbursements shall be submitted by the participants to Flores in accordance with the instructions. Flores shall pay **Dependent Care Assistance** claims in accordance with instructions provided to participants during enrollment. Flores shall not make any **Dependent Care Assistance** claims payment to a participant if the amount of the **Dependent Care Assistance** claim exceeds the balance credited on the participant's balance in the Company Account.

5. Forfeitures. If at the end of a Plan Year there is any forfeiture of balances in participants' accounts, the Company shall instruct Flores as to how the forfeited balances are to be applied, provided that such application is in accordance with the Plan's governing instruments. These balances will be returned to the Company at the end of the Claims Run Out period net of any unpaid administration fees.

6. Plan Administration. As Plan Administrator, it will be the Company's responsibility to collect data in preferred method, determine employee contribution limits, have participants make payroll deduction elections, transmit election data, Company monies as requested, and deliver reimbursement checks from Flores to the participants (if required).

7. Fees and Compensation. The Company agrees to compensate Flores for the setup charges upon installation of the Plan. Fees for annual plan administration will be billed on a monthly basis based on the "Current Balance Report". Upon termination of the Administration Agreement, the Company will be responsible for the administration fees billed for the Claims run-out period. Attached is a copy of the Professional Fees and Acceptance Agreement which are included as part of this agreement.

8. Authority. The Company represents herein that the Company is the plan administrator for the Plan and is as such duly authorized to act for the Plan and to engage agents in this capacity to assist in the performance of administrative duties. Flores will not become a fiduciary or a party to the Plan by this Agreement, and will assume only those responsibilities described in this Agreement. The Company understands that Flores does not contract to provide tax or legal advice, and that any responsibility for the preparation, adequacy or validity of any legal documents affecting this Plan will be vested in the attorney retained by the Company or the Plan.

Medical Reimbursement and Dependent Care Administration

9. Information from Company. The Company understands that all services, reports and forms prepared according to the terms of this Agreement will be based on information provided by the Company, and that Flores will incur no responsibility for the performance of such services until and unless such information as it requests is provided. Flores will be entitled to rely fully on the accuracy and completeness of information submitted by the Company, and will have no duty or responsibility to verify such information. The Company remains responsible for verifying all information contained on reporting and disclosure forms prepared by Flores for supplying any data unavailable to Flores but necessary to fully complete those forms, for obtaining any required signatures and for submitting those forms in a timely fashion to the appropriate governmental agency directly.

10. Flores Not a Party to Plan. No provision of this Agreement shall be deemed to make Flores or any entity affiliated with Flores a party to the Plan or a fiduciary of the Plan. The Company agrees to indemnify and hold Flores harmless from and against any and all liability or liabilities, claims, penalties, damages or costs, including attorneys' fees, which Flores may incur arising out of any exercise of discretionary authority by the Company under the Plan, the failure of the Company to furnish Flores with timely, accurate and complete information, failure of Company to transmit monies required pursuant to paragraph 3 of this Agreement and/or the failure to perform any other obligation of Company contemplated by this Agreement.

11. Effective Date. This Agreement shall be effective for the Plan Year beginning January 1, 2016, and shall continue in effect for (5) full plan years and thereafter for subsequent Plan Years unless terminated by either party hereto by sixty (60) days advanced written notice to the other prior to the end of the plan year.

12. Privacy/PHI: Flores acknowledges that it may from time to time it might receive or otherwise have access to certain personally identifying information, including protected health information, of County Commissioners of Worcester County' employees. Flores agrees to take appropriate steps to secure this data in a way that will prevent unauthorized disclosure of such data. This includes complying with the policy attached hereto as Exhibit A – Flores Privacy Standards.

13. Governing Law. The parties agree that this Agreement shall be made and entered in the State of North Carolina and the validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of North Carolina, regardless of what jurisdiction may be involved with said Agreement.

Medical Reimbursement and Dependent Care Administration

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors and assigns.

15. Entire Agreement. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No other representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in writing and signed by the parties or their duly authorized agents.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

FLORES:
FLORES & ASSOCIATES, LLC
COUNTY

COMPANY:
COUNTY COMMISSIONERS OF WORCESTER

By: _____ (SEAL)

By: _____ (SEAL)

Rev 1/2015



21

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

OFFICE OF THE
COUNTY COMMISSIONERS

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

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 26, 2016

TO: Worcester County Commissioners
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2017

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (26) which have current or upcoming vacancies (61 total). They are as follows: Adult Public Guardianship Board (1); Commission on Aging Board (3), Agricultural Preservation Advisory Board (1), Agricultural Reconciliation Board (2), Building Code Appeals Board (2), Drug & Alcohol Abuse Council (2), Economic Development Advisory Board (2), Board of Electrical Examiners (3), Ethics Board (2), Housing Review Board (2), Local Management Board/Initiative to Preserve Families Board (1), Board of Library Trustees (3), Local Development Council for the Ocean Downs Casino (4), Lower Shore Workforce Investment Board (1), Planning Commission (1), Recreation Advisory Board (2), Social Services Board (1), Soil Conservation District Supervisors (1), Solid Waste Advisory Committee (4), Tourism Advisory Committee (1), Water and Sewer Advisory Councils - Mystic Harbour (2), Ocean Pines (3) and West Ocean City (1), Commission for Women (5), Youth Council (9), and Board of Zoning Appeals (2). I have circled the members whose terms have expired or will expire on each of these boards.

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during November and December so I can notify the board members and staff contacts preferably prior to the end of the calendar year.

At your direction, I will also be happy to submit letters to the county agencies requesting nominees for their representatives on the various Boards from which nominations are required. In addition, if you wish, we can submit a press release notifying the public of these upcoming vacancies and encouraging them to contact our office if they are interested in volunteering to serve on any of these County boards or commissions.

Pending Board Appointments - By Commissioner

- District 1 - Lockfaw**
- p. 11 - Building Code Appeals Board (Kevin Holland) - 4-year
 - p. 14 - Economic Development Advisory Board (Joshua Nordstrom) - 4-year
 - p. 17 - Housing Review Board (C.D. Hall) - 3-year
 - p. 20 - Local Development Council for Ocean Downs Casino (Ron Taylor - for remainder of term through 2018) - 4-year
 - p. 25 - Recreation Advisory Board (Mike Hooks) - 4-year
 - p. 38 - Commission for Women (Laura McDermott - **resigned-replace** - for remainder of term through 2016)
 - p. 42 - Board of Zoning Appeals (Larry Fykes) - 3-year
- District 2 - Purnell**
- p. 15 - Board of Electrical Examiners (Roy M. Case) - 3-year
 - p. 42 - Board of Zoning Appeals (Rodney C. Belmont) - 3-year
- District 3 - Church**
- p. 14 - Economic Development Advisory Board (John Glorioso) - 4-year
 - p. 30 - Solid Waste Advisory Committee (Howard Sribnick) - 4-year
 - p. 33 - Tourism Advisory Committee (Elena Ake) - 4-year
- District 4 - Elder**
- p. 15 - Board of Electrical Examiners (Carl Smith) - 3-year
 - p. 16 - Ethics Board (Kevin Douglas) - 4-year
 - p. 20 - Local Development Council for Ocean Downs Casino (Charlie Dorman) - 4-year
 - p. 38 - Commission for Women (Hope Carmean) - 3-year
- District 5 - Bertino**
- p. 11 - Building Code Appeals Board (James Spicknall) - 4-year
 - p. 15 - Board of Electrical Examiners (J.T. Novak) - 3-year
 - p. 16 - Ethics Board (Lee W. Baker) - 4-year
 - p. 25 - Recreation Advisory Board (Missy Denault) - 4-year
- District 6 - Bunting**
- p. 17 - Housing Review Board (Debbie Hileman) - 3-year
 - p. 20 - Local Development Council for Ocean Downs Casino (Rod Murray) - 4-year
 - p. 24 - Planning Commission (Richard L. Wells) - 5-year
- District 7 - Mitrecic**
- p. 30 - Solid Waste Advisory Committee (Granville Jones) - 4-year

All Commissioners

- p. 3 - (1) Adult Public Guardianship Board (Pattie Tingle) - representative of a local non-profit social service organization - remainder of 3-year term through December 31, 2017 (Roberta Baldwin to present nominee)
- p. 9 - (1) Agricultural Preservation Advisory Board (Kelley Gravenor) - 4-year
- p. 12 - (2) Drug and Alcohol Abuse Council (Kim Moses and Karen Johnson - Knowledgeable on Substance Abuse Issues) - 4-year
- p. 18 - (1) Local Management Board - Initiative to Preserve Families (Ira "Buck" Shockley) - 3-year
- p. 20 - (1) Local Development Council for Ocean Downs Casino (Mayor Rick Meehan - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
- p. 21 - (1) Lower Shore Workforce Investment Board (Craig Davis - replace for remainder of term through September 30, 2017 - Business Representatives) - 4-year
- p. 26 - (1) Social Services Board (Judy Stinebiser - resigned/replace) - 3-year - from June 30, 2016
- p. 29 - (1) Soil Conservation District Supervisors (Kirk Carmean) - 5-year
- p. 34 - (2) Water and Sewer Advisory Council - Mystic Harbour (David Dypsky and Mary Martinez) - 4-year
- p. 35 - (3) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl) - 4-year;
- Also (Gail Blazer - remainder of term through 2015, and Michael Reilly - resigned/replace - remainder of term through 2017) - 4-year
- p. 37 - (1) Water and Sewer Advisory Council - West Ocean City (Andrew Delcorro) - 4-year
- p. 38 - (1) Commission for Women (Mary E. "Liz" Mumford - At-Large-Ocean City) - 3-year

All Commissioners (Awaiting Nominations)

- p. 7 - (3) Commission on Aging Board (Fred Grant - Snow Hill, Joyce Cottman - Berlin, and Cynthia Malament - Snow Hill) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year to Sept 30
- p. 10 - (2) Agricultural Reconciliation Board (Brooks Clayville - upon nomination from Farm Bureau, and Stacey Esham - upon nomination from Forestry Board) - 4-year
- p. 19 - (3) Board of Library Trustees (Holly Anderson - Newark, Richard Polhemus - Ocean City, Richard Warner Davis - Pocomoke) - upon nominations from Library Board - 5-year
- p. 30 - (1) Solid Waste Advisory Committee (George Tasker - Pocomoke City - upon nomination from Pocomoke City - 4-year; also Dave Wheaton - resigned/replace - remainder of 4-year term through December 31, 2017 - awaiting nomination from the Town of Berlin)
- p. 38 - (2) Commission for Women (Mary Beth Quillen - Department of Social Services nominee; Julie Phillips - Board of Education nominee) - 3-year
- p. 40 - (9) Youth Council - (nominations to be submitted by Youth Council upon youth applications)

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Pattie Tingle	Non-profit Soc. Service Rep.	*15-17 ← Resigned/Replace
Debbie Ritter	Commission on Aging Rep.	*07-08-11-14, 14-17
Jack Ferry	Professional in field of disabilities	*14, 14-17
Dean Perdue	Person with physical disability	08-11-14, 14-17
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15, 15-18
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15, 15-18
Dr. Dia Arpon	Psychiatrist	*10-12-15, 15-18
Dr. William Greer	Physician	07-10-13-16, 16-19
Richard Collins	Lawyer	95-98-01-04-07-10-13-16, 16-19
The Rev. Guy H. Butler	Lay Person	*99-01-04-07-10-13-16, 16-19
Connie Wessels	Lay Person	*15-16, 16-19

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD

(Continued)

Prior Members:

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

Since 1972

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

Kelly Shannahan

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

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

Roberta

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

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

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

Good Afternoon Roberta,

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

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

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

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

Best wishes in your continued work,

Pattie A. Tingle

Director

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

909 Progress Circle, Suite 100

Salisbury, MD 21804

Phone: 410-742-0505, x 114

Email: pat16@macinc.org

Website: www.macinc.org

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## COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging  
- As amended March 2008

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed  
Terms Expire September 30

Compensation: None

Meetings: Monthly except July, August, December

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill  
Rob Hart, Executive Director (410-632-1277)

**Current Members:**

| <u>Member's Name</u>    | <u>Resides/Represents</u>                               | <u>Years of Term(s)</u> |
|-------------------------|---------------------------------------------------------|-------------------------|
| Fred Grant              | Snow Hill                                               | *15-16                  |
| Joyce Cottman           | Berlin                                                  | *16                     |
| Cynthia Malament        | Berlin                                                  | 07-10-13, 13-16         |
| George "Tad" Pruitt     | Snow Hill                                               | 05-08-11-14, 14-17      |
| Lloyd Parks             | Girdletree                                              | 08-11-14, 14-17         |
| Larry Walton            | Ocean Pines                                             | *13-14, 14-17           |
| Bonnie C. Caudell       | Snow Hill                                               | *09-11-14, 14-17        |
| Clifford Gannett        | Pocomoke                                                | *12-14, 14-17           |
| Tommy Tucker            | Snow Hill                                               | 09-12-15, 15-18         |
| Tommy Mason             | Pocomoke                                                | 15-18                   |
| Helen Whaley            | Berlin                                                  | *16-18                  |
| Rebecca Cathell         | Agency - Maryland Job Service                           |                         |
| Dr. Jerry Wilson        | Agency - Worcester County Board of Education            |                         |
| Peter Buesgens          | Agency - Worcester County Department of Social Services |                         |
| Deborah Goeller         | Agency - Worcester County Health Department             |                         |
| Madison J. Bunting, Jr. | Worcester County Commissioners' Representative          |                         |

\* = Appointed to fill an unexpired term

Prior Members:

Since 1972

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

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

\* = Appointed to fill an unexpired term

## AGRICULTURAL PRESERVATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting (policy)

Meetings: As Needed

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

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

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

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u>   | <u>Terms (Year)</u> |
|----------------------|---------------------|------------------|---------------------|
| Kelley Gravenor      | Elder               | D-4, Snow Hill   | *14-16              |
| Kathy Drew           | Bunting             | D-6, Bishopville | ** 06-09-13, 13-17  |
| Glen Holland (O-O)   | Lockfaw             | D-1, Pocomoke    | 13-17               |
| Ed Phillips (O-O)    | Elder               | D-4, Whaleyville | 05-10-14, 14-18     |
| Alan Hudson (O-O)    | Elder               | D-4, Berlin      | 14-18               |
| Bill Bruning (O-O)   | Elder               | D-2, Snow Hill   | 11-15, 15-19        |
| Curt Lambertson      | Elder               | D-4, Snow Hill   | 15-19               |

**Prior Members:**

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

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

Updated: February 2, 2016  
Printed: February 3, 2016

## AGRICULTURAL RECONCILIATION BOARD

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

Appointed by: County Commissioners

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

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents  
 - Two Members chosen from nominees of Worcester County Farm Bureau  
 - One Member chosen from nominees of Worcester County Forestry Board  
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries

Staff Contact: Dept. of Development Review & Permitting  
 - Edward A. Tudor, Director (410-632-1200, ext. 100)  
 County Agricultural Extension Agent - As Consultant to the Board  
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Ag/Forest Industry</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|---------------------------|----------------|-------------------------|
| Brooks Clayville     | Farm Bureau         | Yes                       | Snow Hill      | 00-04-08-12, 12-16      |
| Stacey Esham         | Forestry Bd.        | Yes                       | Berlin         | 12-16                   |
| Betty McDermott      | At-Large            | No                        | Ocean Pines    | *09-09-13, 13-17        |
| Tom Babcock          | At-Large            | No                        | Whaleyville    | 14-18                   |
| Dean Ennis           | Farm Bureau         | Yes                       | Pocomoke       | 06-10-14, 14-18         |

**Prior Members: Since 2000**

Michael Beauchamp (00-06)  
 Phyllis Davis (00-09)  
 Richard G. Holland, Sr. (00-12)  
 Rosalie Smith (00-14)

\* = Initial terms staggered

## BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland  
COMAR 05.02.07 (Maryland Building Performance Standards)  
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial  
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

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

Compensation: \$50 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Edward A. Tudor, Director  
Development Review & Permitting (410-632-1200, ext. 1100)

### Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|-------------------------|
| Kevin Holland        | D-1 - Lockfaw       | Pocomoke       | 96-04-08-12, 12-16      |
| James Spicknall      | D-5 - Boggs         | Ocean Pines    | 04-08-12, 12-16         |
| Richard P. Mueller   | D-6 - Bunting       | Bishopville    | 98-05-09-13, 13-17      |
| Jim Wilson           | D-3 - Church        | Berlin         | 02-06-10-14, 14-18      |
| Mark Bargar          | D-4 - Elder         | Berlin         | 14-18                   |
| Elbert Davis         | D-2 - Purnell       | Snow Hill      | *03-03-07-11-15, 15-19  |
| Bill Paul            | D-7 - Mitrecic      | Ocean Pines    | 15-19                   |

### Prior Members:

Robert L. Cowger, Jr. (92-95)  
Charlotte Henry (92-97)  
Robert Purcell (92-98)  
Edward DeShields (92-03)  
Sumei Prete (97-04)  
Shane C. Spain (03-14)  
Dominic Brunori (92-15)

## 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>        |
|-------------------------------|--------------------------------------------|--------------------------------|
|                               | <b><u>At-Large Members</u></b>             |                                |
| 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                  |
| Kat Gunby                     | Substance Abuse Prevention Provider        | *16-19                         |

**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, or to fill a vacant term

### 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:

Since 2004

|                                   |                                |
|-----------------------------------|--------------------------------|
| Vince Gisriel                     | Chief Bernadette DiPino - OCPD |
| Michael McDermott                 | Chief Kirk Daugherty -SHPD     |
| Marion Butler, Jr.                | Mike Shamburek - Hudson Health |
| Judge Richard Bloxom              | Shirleen Church - BOE          |
| Paula Erdie                       | Tracy Tilghman (14-15)         |
| Tom Cetola                        | Marty Pusey (04-15)            |
| Gary James (04-08)                |                                |
| Vickie Wrenn                      |                                |
| Deborah Winder                    |                                |
| Garry Mumford                     |                                |
| Judge Theodore Eschenburg         |                                |
| Andrea Hamilton                   |                                |
| Fannie Birckhead                  |                                |
| 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 |                                |

## ECONOMIC DEVELOPMENT ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

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

Staff Contact: Economic Development Department - Merry Mears (410-632-3112)

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u>  | <u>Term(s)</u>              |
|----------------------|---------------------|-----------------|-----------------------------|
| Joshua Nordstrom     | D-1, Lockfaw        | Pocomoke        | 12-16                       |
| John Glorioso        | D-3, Church         | West Ocean City | 08-12, 12-16                |
| Ralph Shockley       | D-4, Shockley       | Snow Hill       | *08-09-13, 13-17            |
| Robert Fisher        | D-6, Bunting        | Snow Hill       | 87-92-97-01-05-09-13, 13-17 |
| Greg Shockley        | D-7, Mitrecic       | Ocean City      | 14-18                       |
| Natashia Collick     | D-2, Purnell        | Ocean Pines     | *15, 15-19                  |
| Tom Terry            | D-5, Bertino        | Ocean Pines     | 15-19                       |

**Prior Members: Since 1972**

|                   |                           |                                        |
|-------------------|---------------------------|----------------------------------------|
| George Gering     | Mary Humphreys            | Michael Avara (99-03)                  |
| Margaret Quillin  | Theodore Brueckman        | Annette Cropper (00-04)                |
| Robert W. Todd    | Shirley Pilchard          | Billie Laws (91-08)                    |
| Charles Fulton    | W. Leonard Brown          | Anne Taylor (95-08)                    |
| E. Thomas Northam | Charles Nichols (92-97)   | Mary Mackin (04-08)                    |
| Charles Bailey    | Jeff Robbins (97-98)      | Thomas W. Davis, Sr. (99-09)           |
| Terry Blades      | Colleen Smith (94-98)     | Mickey Ashby (00-12)                   |
| Roy Davenport     | Tommy Fitzpatrick (97-99) | Priscilla Pennington-Zytkowicz (09-14) |
| M. Bruce Matthews | John Rogers (92-98)       | Barbara Purnell (08-15)                |
| Barbara Tull      | Jennifer Lynch (98-99)    | Timothy Collins (03-15)                |
| Tawney Krauss     | Don Hastings (92-99)      |                                        |
| Dr. Francis Ruffo | Jerry Redden (92-00)      |                                        |
| William Smith     | Keith Mason (98-00)       |                                        |
| Saunders Marshall | Bob Pusey (99-00)         |                                        |
| Elsie Marshall    | Harold Scrimgeour (00-02) |                                        |
| Halcolm Bailey    | Scott Savage (98-03)      |                                        |
| Norman Cathell    | Gabriel Purnell (91-03)   |                                        |

\* = Appointed to fill an unexpired term

## BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory  
Regulate licensing of electricians in Worcester County.

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

Compensation: \$50 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

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

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

**Current Members:**

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

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

**Prior Members:** (Since 1972)

|                      |                            |                          |
|----------------------|----------------------------|--------------------------|
| Harrison Lambertson  | Howard Pusey               | Bob Arnold (97-10)       |
| William Molnar       | Elwood Bunting             | Jamie Englishmen (06-12) |
| Thomas Ashby         | W. Prentiss Howard         |                          |
| Billy Burton Cropper | Frank Bradshaw (90-96)     |                          |
| Alonza Anderson      | H. Coston Gladding (90-96) |                          |
| Gus Foltz            | Willard W. Ward (92-97)    |                          |
| Robert Conner        | Walter Ward (92-98)        |                          |
| Gus Payne            | Dale Venable (94-00)       |                          |
| Robert Farley        | Gary Frick (96-03)         |                          |
| Mike Costanza        | Thomas Duncan (02-05)      |                          |
| Herbert Brittingham  | Mike Henderson (00-06)     |                          |
| Otho Mariner         | Brent Pokrywka (02-07)     |                          |
| Mark Odachowski      | Joel Watsky (03-08)        |                          |

\* = Appointed to fill an unexpired term

## ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Maureen Howarth, County Attorney (410-632-1194)

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|-------------------------|
| Kevin Douglas        | D-4, Shockley       | Snow Hill      | *08-12, 12-16           |
| Lee W. Baker         | D-5, Boggs          | Ocean Pines    | 08-12, 12-16            |
| Bruce Spangler       | D-3, Church         | Berlin         | *02-05-09-13, 13-17     |
| Richard Passwater    | D-6, Bunting        | Berlin         | 09-13, 13-17            |
| Mickey Ashby         | D-1, Lockfaw        | Pocomoke       | 14-18                   |
| Faith Mumford        | D-2, Purnell        | Snow Hill      | 14-18                   |
| Frank Knight         | D-7, Mitrecic       | Ocean City     | *14-15, 15-19           |

**Prior Members: (Since 1972)**

- |                             |                               |
|-----------------------------|-------------------------------|
| J.D. Quillin, III           | Wallace D. Stein (02-08)      |
| Charles Nelson              | William Kuhn (90-09)          |
| Gabriel Purnell             | Walter Kissel (05-09)         |
| Barbara Derrickson          | Marion Chambers (07-11)       |
| Henry P. Walters            | Jay Knerr (11-14)             |
| William Long                | Robert I. Givens, Jr. (98-14) |
| L. Richard Phillips (93-98) | Diana Purnell (09-14)         |
| Marigold Henry (94-98)      |                               |
| Louis Granados (94-99)      |                               |
| Kathy Philips (90-00)       |                               |
| Mary Yenny (98-05)          |                               |
| Bill Ochse (99-07)          |                               |
| Randall Mariner (00-08)     |                               |

\* = Appointed to fill an unexpired term

## HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting (policy)

Meetings: As Needed

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

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

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Terms(s)</u> |
|----------------------|---------------------|----------------|--------------------------|
| 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          |
| Jake Mitrecic        | D-7, Mitrecic       | Ocean City     | 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 Alphonsi         | Mark Frostrom, Jr. (01-10) |
| Elsie Purnell              | Joseph McDonald (08-10)    |
| William Freeman            | Sherwood Brooks (03-12)    |
| Jack Dill                  | Otho Mariner (95-13)       |
| Elbert Davis               | Becky Flater (13-14)       |
| J. D. Quillin, III (90-96) | Ruth Waters (12-15)        |
| Ted Ward (94-00)           |                            |
| 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 31<sup>st</sup>

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> |
|----------------------|-----------------------|-------------------------------|-------------------------|
| 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           |
| Mark Frostrom        | At-Large - Lockfaw    | Pocomoke City                 | *99-12, 12-15, 15-18    |
| 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 Barbieri (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 McClaflin (04-07)  | Simi Chawla (10)           |
| Kathery 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

## BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory  
 Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years  
 Terms expire December 31st

Compensation: None

Meetings: 1 per month except June, July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Mark Thomas (410) 632-2600

**Current Members:**

| <u>Name</u>          | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|----------------|-------------------------|
| Holly Anderson       | Newark         | *10-11, 11-16           |
| Richard Polhemus     | Ocean City     | 11-16                   |
| Richard Warner Davis | Pocomoke       | 11-16                   |
| Rosemary S. Keech    | Ocean Pines    | 12-17                   |
| Frederick Grant      | Snow Hill      | 13-18                   |
| Ron Cascio           | Berlin         | 09-14, 14-19            |
| Vivian Pruitt        | Girdletree     | 09-14, 14-19            |

**Prior Members:** Since 1972

- |                         |                            |                                  |
|-------------------------|----------------------------|----------------------------------|
| Herman Baker            | Jere Hilbourn              | Leola Smack (99-02)              |
| Lieselette Pennewell    | Janet Owens                | Jean Tarr (94-04)                |
| Edith Dryden            | Ruth Westfall              | Lois Sirman (01-06)              |
| Clifford D. Cooper, Jr. | Helen Farlow               | Amanda DeShields (00-07)         |
| Klein Leister           | Judy Quillin               | David Nedrow (04-09)             |
| Evelyn Mumford          | Gay Showell                | Belle Redden (99-09)             |
| Ann Eschenburg          | Susan Mariner              | Beverly Dryden Wilkerson (06-10) |
| Barbara Ward            | Jacqueline Mathias         | John Staley (97-11)              |
| Donald F. McCabe        | Ann S. Coates (88-97)      | James Gatling (01-11)            |
| Fannie Russell          | Jim Dembeck (91-97)        | Shirley Dale (02-12)             |
| Stedman Rounds          | Bill Waters (88-98)        | Edith Barnes (07-13)             |
| Donald Turner           | Geraldine Thweatt (97-98)  |                                  |
| Sarah Dryden            | Martha Hoover (87-99)      |                                  |
| L. Richard Phillips     | Eloise Henry-Gordy (98-00) |                                  |
| Barbara Bunting         | William Cropper (91-01)    |                                  |
| Joanne Mason            | Ms. Willie Gaddis (89-01)  |                                  |

\* = Appointed to fill an unexpired term



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

Reference: Workforce Investment Act of 1998, Section 117

Appointed by: County Commissioners

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

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

Compensation: None

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

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

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

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

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

*Resigned -  
Replace*

Prior Members: Since

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

\*

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

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

Di

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

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Received  
3/4/15

# TAYLOR'S NEIGHBORHOOD RESTAURANT

11021 Nicholas Lane, Suite 1, Ocean Pines, MD 21811  
(410) 208-4260

---

March 4, 2015

To: Mr. Jim Bunting

Cc: Milton Morris

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

Sincerely,

*Craig Davis*

Craig Davis

Owner

Taylor's Neighborhood Restaurant

443-235-4601 cell

## PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory  
 Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting  
 Edward A. Tudor, Director (410-632-1200, ext. 1100)

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|-------------------------|
| Richard L. Wells     | D-6, Bunting        | Bishopville    | 11-16                   |
| Brooks Clayville     | D-4, Shockley       | Snow Hill      | 02-07-12, 12-17         |
| Marlene Ott          | D-5, Boggs          | Ocean Pines    | 08-13, 13-18            |
| Betty M. Smith       | D-2, Purnell        | Berlin         | *07-09-14, 14-19        |
| Jay Knerr            | D-7, Mitrecic       | Berlin         | 14-19                   |
| Jerry Barbierri      | D-1, Lockfaw        | Pocomoke       | *12-15, 15-20           |
| Mike Diffendal       | D-3, Church         | Berlin         | 10-15, 15-20            |

**Prior Members:**

Since 1972

- |                    |                          |                                 |
|--------------------|--------------------------|---------------------------------|
| David L. Johnson   | R. Blaine Smith          | James Jarman (99-03)            |
| N. Paul Joyner     | Edward A. Tudor          | Harry Cullen (00-03)            |
| Daniel Trimper, IV | Terry Bayshore           | Ed Ellis (96-04)                |
| Hugh F. Wilde      | Larry Widgeon            | Troy Purnell (95-05)            |
| Warren Frame       | Charles D. "CD" Hall     | Larry Devlin (04-06)            |
| Roland E. Powell   | Ernest "Sandy" Coyman    | Tony Devereaux (03-07)          |
| Harry Cherrix      | Rev. Donald Hamilton     | Wilbert "Tom" Pitts (99-07)     |
| W. David Stevens   | Dale Stevens             | Doug Slingerland (07-08)        |
| Granville Trimper  | Marion L. Butler, Sr.    | Carolyn Cummins (90-94, 99-09)  |
| J. Brad Aaron      | Ron Cascio (96-97)       | Madison "Jimmy" Bunting (05-10) |
| Lester Atkinson    | Louie Paglierani (90-99) | Jeanne Lynch (06-11)            |
| Paul L. Cutler     | Robert Hawkins (96-99)   | H. Coston Gladding (96-12)      |
| Edward R. Bounds   | Ilia Fehrer (94-99)      | Wayne A. Hartman (09-14)        |
| Edward Phillips    | Rob Clarke (99-00)       |                                 |
| Vernon McCabe      | W. Kenny Baker (97-02)   |                                 |

\* = Appointed to fill an unexpired term

## RECREATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation Department - Mr. Paige Hurley (410) 632-2144, ext. 105

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u>  | <u>Years of Term(s)</u> |
|----------------------|---------------------|-----------------|-------------------------|
| Mike Hooks           | D-1, Lockfaw        | Pocomoke        | 12-16                   |
| Missy Denault        | D-5, Bertino        | Berlin          | *15-16                  |
| William Regan        | D-3, Church         | West Ocean City | *02-05-09-13, 13-17     |
| Chris Klebe          | D-6, Bunting        | Bishopville     | *11-13, 13-17           |
| Alvin Handy          | D-2, Purnell        | Ocean City      | 06-10-14, 14-18         |
| John Gehrig          | D-7, Mitrecic       | Ocean City      | 14-18                   |
| Shawn Johnson        | D-4, Elder          | Snow Hill       | 15-19                   |

Prior Members: Since 1972

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

\* = Appointed to fill an unexpired term

## SOCIAL SERVICES BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

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

*Replace for term beginning July 1, 2016*

\* = Appointed to fill an unexpired term

## SOCIAL SERVICES BOARD

(Continued)

### Prior Members: (Since 1972)

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

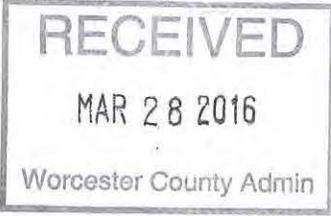
\* = Appointed to fill an unexpired term

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



DEPARTMENT OF HUMAN RESOURCES

Worcester County Department of Social Services



March 22, 2016

Peter Buesgens Director

Dawn Jones Assistant Director Child Support

Ellen Payne Assistant Director Family Investment

Mary Beth Quillen Assistant Director Administration

Roberta Baldwin Assistant Director Services

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

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

Dear Mr. Higgins,

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

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

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

Sincerely,

[Handwritten signature of Peter J. Buesgens]

Peter J. Buesgens, LCSW-C Director

PJB:cmc

CC: Kelly Shannahan, Assistant Chief Administrative Officer



## SOIL CONSERVATION DISTRICT SUPERVISORS

Reference: PGL - Agriculture, §8-302 - Annotated Code of Maryland

Appointed by: 1 member appointed by County Commissioners  
4 members appointed by State Soil Conservation Committee

Function: Supervisory  
Conduct surveys, investigation, research relating to soil erosion prevention and control; disseminate information; conduct demonstration projects; carry out preventive measures; provide financial aid; acquire and maintain property; provide contracting services to landowners.

Number/Term: 5/5 years  
Terms expire December 31<sup>st</sup>

Compensation: \$25 per meeting plus mileage (set by State Soil Conservation Committee)

Meetings: 1 per month

Special Provisions: Must attend at least 50% of regular meetings

Staff Contact: Doug Jones, District Manager, Maryland Dept. of Agriculture (632-5439, ext.112)

**Current Members:**

|                       |                  |                                                                                                   |
|-----------------------|------------------|---------------------------------------------------------------------------------------------------|
| Anthony DiPaulo       | Stockton         | 02-07, 07-12                                                                                      |
| David Hudson, Chair   | Bishopville      | 90-94, 94-98, 98-03, 03-08, 08-13                                                                 |
| Edward Phillips       | Snow Hill        | 03-08, 08-13                                                                                      |
| W. Dan Redden         | Pocomoke         | 61-63* 63-65 65-67 67-69 69-71<br>71-75 75-79 79-83 83-87 87-91<br>91-96 96-01 01-06 06-11, 11-16 |
| <b>Kirk Carmean**</b> | <b>Snow Hill</b> | <b>*10-11, 11-16</b>                                                                              |

**Prior Members:** Since 1972

Roger Richardson  
Curtis Shockley  
Lester Shockley  
Richard Jones  
Clinton Hudson  
Elwood Waters (86-06)  
William Sirman (94-99)  
Gerald Holloway (60-00)  
Lester Shockley, Jr. (06-10)

\* = Appointed to fill an unexpired term  
\*\* = Commissioners' Appointment (others appointed by other bodies)

## SOLID WASTE ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

Number/Term: 11/4-year terms; Terms expire December 31st.

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

Meetings: At least quarterly

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

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

### Current Members:

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

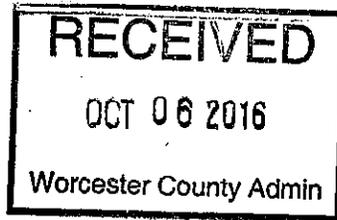
### Prior Members: (Since 1994)

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

\* = Appointed to fill an unexpired term

September 29, 2016

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



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

Dear Mr. Mitchell,

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

Sincerely,

A handwritten signature in cursive script that reads "Dave Wheaton".

Dave Wheaton  
Assistant Superintendent of Public Works  
Town of Berlin

TEL: 410-632-1184  
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

October 7, 2016

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

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

Dear Ms. Allen:

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

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

Sincerely,

Harold L. Higgins  
Chief Administrative Officer

ALH/KS:dd

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

## TOURISM ADVISORY COMMITTEE

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory  
 Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

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

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department - Lisa Challenger (410-632-3110)

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u>  | <u>Years of Term(s)<sup>2</sup></u> |
|----------------------|---------------------|-----------------|-------------------------------------|
| Elena Ake            | D-3, Church         | West Ocean City | *16                                 |
| Teresa Travatello    | D-5, Boggs          | Ocean Pines     | 09-13, 13-17                        |
| Lauren Taylor        | D-7, Gulyas         | Ocean City      | 13-17                               |
| Gregory Purnell      | D-2, Purnell        | Berlin          | 14-18                               |
| Barbara Tull         | D-1, Lockfaw        | Pocomoke        | 03-11-15, 15-19                     |
| Molly Hilligoss      | D-4, Elder          | Snow Hill       | *15, 15-19                          |
| Isabel Morris        | D-6, Bunting        | Bishopville     | 11-15, 15-19                        |

**Prior Members: Since 1972**

|                                   |                             |
|-----------------------------------|-----------------------------|
| Isaac Patterson <sup>1</sup>      | Barry Laws (99-03)          |
| Lenora Robbins <sup>1</sup>       | Klein Leister (99-03)       |
| Kathy Fisher <sup>1</sup>         | Bill Simmons (99-04)        |
| Leroy A. Brittingham <sup>1</sup> | Bob Hulburd (99-05)         |
| George "Buzz" Gering <sup>1</sup> | Frederick Wise (99-05)      |
| Nancy Pridgeon <sup>1</sup>       | Wayne Benson (05-06)        |
| Marty Batchelor <sup>1</sup>      | Jonathan Cook (06-07)       |
| John Verrill <sup>1</sup>         | John Glorioso (04-08)       |
| Thomas Hood <sup>1</sup>          | David Blazer (05-09)        |
| Ruth Reynolds (90-95)             | Ron Pilling (07-11)         |
| William H. Buchanan (90-95)       | Gary Weber (99-03, 03-11)   |
| Jan Quick (90-95)                 | Annemarie Dickerson (99-13) |
| John Verrill (90-95)              | Diana Purnell (99-14)       |
| Larry Knudsen (95)                | Kathy Fisher (11-15)        |
| Carol Johnsen (99-03)             | Linda Glorioso (08-16)      |
| Jim Nooney (99-03)                |                             |

\* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

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

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

Appointed by: County Commissioners

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

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

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

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

| <u>Member's Name</u>         | <u>Resides</u>    | <u>Years of Term(s)</u> |
|------------------------------|-------------------|-------------------------|
| David Dypsky                 | Teal Marsh Center | *10-12, 12-16           |
| Mary Martinez                | Whispering Woods  | *16                     |
| Martin Kwesko                | Mystic Harbour    | 13-17                   |
| Richard Jendrek <sup>c</sup> | Bay Vista I       | 05-10-14, 14-18         |
| Carol Ann Beres              | Ocean Reef        | 14-18                   |
| Joseph Weitzell <sup>c</sup> | Mystic Harbour    | 05-11-15, 15-19         |
| Bob Hunt                     | Deer Point        | *06-11-15, 15-19        |

Prior Members: (Since 2005)

John Pinnero<sup>c</sup> (05-06)  
 Brandon Phillips<sup>c</sup> (05-06)  
 William Bradshaw<sup>c</sup> (05-08)  
 Buddy Jones (06-08)  
 Lee Trice<sup>c</sup> (05-10)  
 W. Charles Friesen<sup>c</sup> (05-13)  
 Alma Seidel (08-14)  
 Gerri Moler (08-16)

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

**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 - Resigned/Replace |
| 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

**From:** John Ross  
**Sent:** Monday, October 24, 2016 9:57 AM  
**To:** John Tustin  
**Subject:** FW: November meeting

Mike Reilly is resigning from the OPAB

John S. Ross, P.E. Deputy Director of Public Works  
1000 Shore Lane  
Ocean Pines, MD 21811  
(410)641-5251 X-2412  
(410)641-5185 (fax)  
(443-783-0032 (cell)

**From:** Meg Etzler  
**Sent:** Monday, October 24, 2016 7:36 AM  
**To:** John Ross; Fred Stiehl  
**Subject:** FW: November meeting

**From:** Ms. Adrienne Reilly [<mailto:amreilly@mchsi.com>]  
**Sent:** Friday, October 21, 2016 4:24 PM  
**To:** Meg Etzler  
**Subject:** Re: November meeting

As I indicated to a member of our committee, due to health reasons, I have to resign from the water and waste water committee.

I am sorry to cause this inconvenience to the committee.

Sincerely,  
Michael Reilly

On October 21, 2016, at 3:24 PM, Meg Etzler <[metzler@co.worcester.md.us](mailto:metzler@co.worcester.md.us)> wrote:

We did not have a quorum for our October 20<sup>th</sup> meeting and it was suggested meeting in November on either Monday, November 14<sup>th</sup> or Thursday, November 17<sup>th</sup>.

Please email me and let me know if you are available for one or both of those dates. I will let you know the final scheduled date. Thanks.

Meg Etzler  
Accounts Payable & Inventory  
Worcester County Public Works  
Water & Wastewater Division  
1000 Shore Lane  
Berlin, MD 21811  
phone: 410-641-5251, ext. 2411; fax: 410-641-5185  
email: [metzler@co.worcester.md.us](mailto:metzler@co.worcester.md.us)

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

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

Meetings: Monthly

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

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

Current Members:

| <u>Member's Name</u> | <u>Resides/Ratepayer of</u> | <u>Terms (Years)</u>     |
|----------------------|-----------------------------|--------------------------|
| Andrew Delcorro      | West Ocean City             | *14-16                   |
| Todd Ferrante        | West Ocean City             | 13-17                    |
| Keith Swanton        | West Ocean City             | 13-17                    |
| Deborah Maphis       | West Ocean City             | 95-99-03-07-11-15, 15-19 |
| Gail Fowler          | West Ocean City             | 99-03-07-11-15, 15-19    |

Prior Members: (Since 1993)

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

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

## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

Contact: Eloise Henry-Gordy, Chair  
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

**Current Members:**

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

*Resigned /  
Replace*

**Prior Members: Since 1995**

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

\* = Appointed to fill an unexpired term  
<sup>c</sup> = Charter member

Prior Members: Since 1995 (continued)

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

## WORCESTER COUNTY YOUTH COUNCIL

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory  
Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year terms  
Terms Expire April 30<sup>th</sup>

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Marty Pusey, Health Department - Prevention Services - (410-632-1100, ext. 1104)

Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)  
Brittany Lawson, Worcester County Health Department - (410-632-1100, x1135)

**Current Members:**

| <u>Member's Name</u>          | <u>School Attending</u> | <u>Area Representing</u> | <u>Year(s) of Term(s)</u> |
|-------------------------------|-------------------------|--------------------------|---------------------------|
| Charles Pritchard, Treasurer  | Worcester Prep          | Snow Hill                | 13-15, 15-16              |
| Jacob LeMay                   | Snow Hill               | Pocomoke/Girdletree      | 13-15, 15-16              |
| Glennie Rippin, Secretary     | Stephen Decatur         | Ocean City               | 14-16                     |
| Rachel Thomas, President      | Stephen Decatur         | Ocean Pines/Bishopville  | 14-16                     |
| Danielle Gelinis              | Stephen Decatur         | Ocean Pines/Bishopville  | 14-16                     |
| Sammi Schachter               | Stephen Decatur         | Bishopville              | 14-16                     |
| Katie Withers, Vice President | Stephen Decatur         | Berlin                   | 14-16                     |
| Peyton Dunham                 | Stephen Decatur         | Berlin                   | 14-16                     |
| Madeline Goodard              | Snow Hill               | Snow Hill                | 12-14, 14-16              |
| Madison Mendiaz               | Snow Hill               | Snow Hill                | 15-17                     |
| Claire Riley                  | Worcester Prep          | Ocean City               | 15-17                     |
| Amy Lizas                     | Worcester Prep          | Berlin                   | 15-17                     |
| Riley Dickerson               | Worcester Prep          | Berlin                   | 15-17                     |
| Tatyana Waters                | Pocomoke                | Pocomoke                 | 15-17                     |
| D'Nasia Jones                 | Pocomoke                | Pocomoke                 | 15-17                     |
| Alison Snead                  | Pocomoke                | Pocomoke                 | 15-17                     |
| LuAnne Mottley                | Pocomoke                | Pocomoke                 | 15-17                     |
| Destinee Johnson              | Pocomoke                | Pocomoke                 | 15-17                     |
| Erica Hall                    | Stephen Decatur         | Berlin                   | 15-17                     |
| Kyle Jarmon                   | Stephen Decatur         | Berlin                   | 15-17                     |

\* = Appointed to fill an unexpired term

Prior Members: (Since 2006)

Mallory Miller (06-07)  
Irene Mertz (06-07)  
Codee Buckler (06-07)  
Sabrina Kunciw (06-07)  
Abigail Duffield (06-07)  
Ashley Brodie (06-07)  
Morgan Crank (06-07)  
Justin Lewis (06-07)  
Amber Sparks (06-07)  
Marshall Wool (06-07)  
Monique Douglas (06-07)  
Ebony Marshall (06-07)  
Ashley Cody (06-07)  
Lorissa McAllister (06-07)  
Dominique Kunciw (06-08)  
Brittany Cottman (06-08)  
Ronata Thomas (06-08)  
Matthew Smarte (07-08)  
Keith Spangler (07-08)  
Clayton Perry (07-08)  
Marissa Dean (07-08)  
Charnell Fitchett (07-08)  
Quavis Hayes (07-08)  
Dominique Bias (07-08)  
Tommy Murray (06-09)  
Jackie Wangel (06-09)  
Kara Brower (07-09)  
Mary Mazcko (07-09)  
Kevin Ayres (07-09)  
Aaron Marshall (07-09)  
Gwendolyn Jackson (08-09)  
LaTrele Crawford (08-09)  
Andrew VanBruggen (09)  
Brandon Thaler (08-10)  
Megan O'Donnell (08-10)  
Mike Guerrieri (09-10)  
Brett Oliver (09-10)  
Andrew Murrell (09-10)  
Sharryse Piggott (09-10)  
Michelle Wangel (07-11)  
Rachel Thompson (09-11)  
Emily Cieri (09-11)  
Brianna Carroll (09-11)  
LaShae Smith (09-11)  
Jenna Kramer (09-11)  
Quashaun Willis (09-11)  
Tori Duncan (09-11)  
Victoria Danna (09-11)  
Makya Purnell (11-12)  
Michelle Rosinski (11-12)  
Ron Foreman (11-12)  
Hannah Marie McFord (11-12)  
Mariah Amos (09-13)  
William Wangel (09-13)  
Elizabeth Sayan (11-13)  
Casey Ortiz (11-13)  
Karley Snyder (11-13)  
Dana Pappas (11-13)  
Tyler Bivens (11-13)  
Jasmine Brown (11-13)

Abby Bunting (11-13)  
Megan Ludy (11-13)  
Robbie Stancil (11-13)  
Torres Savage (12-13)  
Gabrielle Ortega (11-14)  
Collin Bankert (11-14)  
Ami Oliver (11-14)  
Taylor Black (11-14)  
Jonah Crisanti (11-14)  
Paige Stanley (11-14)  
Kamryn Evans (12-14)  
Dylan Elliott (12-14)  
Sabah Nawaz (12-14)  
Brynae Waters (13)  
Gracie Riley (13-15)  
Ruben Ortega III (12-15)  
Jillian Petito (13-15)  
Brittany Wangel (11-15)  
Rachel Bourne (12-15)  
Erik Zorn (13-15)  
William (Jacob) Mast (13-15)  
Sohiab Ijaz (13-15)  
Michelle Collins (13-15)  
Olivia Hancock (13-15)  
Asia Mason (13-15)  
Taylor Portier (13-15)  
Colby Lane Payne (13-15)  
(Begin year - End Year)

## BOARD OF ZONING APPEALS

Reference: Public Local Law - ZS §1-116

Appointed by: County Commissioners

Function: Regulatory  
Hear and decide on applications for special exceptions, variances from the setback or area provisions of the Zoning Ordinance, and on appeals where there is an alleged error in the application of the Zoning Ordinance; grant expansions of nonconforming uses.

Number/Term: 7 members (as of 1-31-97 per Bill 96-14)/3 years  
Terms expire December 31st

Compensation: \$50 per meeting, plus mileage for site inspections (policy)

Meetings: 2 per month

Special Provisions: None

Staff Contact: Department of Development Review & Permitting  
Jennifer Keener - Zoning Administrator (410-632-1200, ext. 1123)

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|-------------------------|
| Larry Fykes          | D-1, Lockfaw        | Pocomoke       | *16                     |
| Rodney C. Belmont    | D-2, Purnell        | Berlin         | *07-10-13, 13-16        |
| David Dypsky         | D-3, Church         | Ocean City     | *11-14, 14-17           |
| Joseph W. Green, Jr. | D-5, Bertino        | Ocean Pines    | *05-08-11-14, 14-17     |
| Glenn Irwin          | D-7, Mitrecic       | Ocean City     | 14-17                   |
| Thomas Babcock       | D-4, Elder          | Whaleyville    | 15-18                   |
| Robert M. Purcell    | D-6, Bunting        | Bishopville    | *11-12-15, 15-18        |

**Prior Members:** (Since 1972)

|                       |                              |                               |
|-----------------------|------------------------------|-------------------------------|
| Robert B. Jackson     | George Ward, Jr. (92-95)     | Dale Smack (01-06)            |
| Ruth Spinak           | Doris Glover (91-95)         | Lou Taylor (05-08)            |
| Merrill Lockfaw       | Marion Marshall (90-96)      | Jerre F. Clauss (98-10)       |
| Winnie Williams       | Madison Bunting (90-96)      | Mike Diffendal (08-10)        |
| Randolph F. Wilkerson | Howard "Buzz" Taylor (97-98) | James E. Clubb, Jr. (06-11)   |
| Cashar J. Hickman     | Edward Bounds (90-99)        | Joe Fehrer, Jr. (06-12)       |
| E. Paige Boston       | Marion Butler, Sr. (96-99)   | Beth Gismondi (96-14)         |
| Elbridge Murray       | Dwight Campbell (95-00)      | Bill Bruning (12-15)          |
| Gary McCabe           | Larry Widgeon (94-00)        | Robert L. Cowger, Jr. (10-16) |
| Harley Day            | Robert Ewell (95-01)         |                               |
| Charles Lynch         | Lester Shockley (99-02)      |                               |
| Dwight E. Campbell    | Robert Mitchell (02-05)      |                               |
| T. Clay Groton        | Janice Foley (99-05)         |                               |
| Albert Berger         | Richard Outten (00-06)       |                               |
| Clifford Dypsky       | Doug Parks (00-06)           |                               |
| Donald Jones          | Brian Roberts (06)           |                               |

\* = Appointed to fill an unexpired term

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



22

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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

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

October 24, 2016

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*  
SUBJECT: Christmas Turkey or Ham Gift Cards for Employees

---

As you are aware, for the past several years as part of the County Employee Appreciation Initiatives, the County Commissioners have presented each County employee with a Wal Mart gift card valued at \$20 with which they can purchase a turkey or a ham in celebration of the Holiday Season. I am requesting approval to continue this program in 2016 again issuing each County employee a \$20 Wal Mart Gift Card with instructions to use the gift card to purchase their turkey or ham at either of the two Super Wal Mart stores (with grocery sales) in Berlin or Pocomoke City.

Given that the gift cards will be valued at \$20 each, and since we now have roughly 670 County employees who would receive the gift cards, the cost of this Holiday bonus will be approximately \$13,400. Sufficient funds have been budgeted this year in Account Number 100.1090.070.7500 to continue this program.

Based upon the extremely positive response from employees regarding this gesture of appreciation, I recommend approval of this program for 2016. Please review this matter with the Commissioners and advise so that I may begin making the necessary arrangements as soon as possible.



23

COMMISSIONERS  
MADISON J. BUNTING, JR., PRESIDENT  
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JAMES C. CHURCH  
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OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 25, 2016

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*  
SUBJECT: 2017 Hurricane Conference - April 17-20 in New Orleans

---

As you are aware, earlier this month I received a notice that registration is now open for the 2017 National Hurricane Conference to be held Monday-Thursday, April 17-20, 2017 at the Hyatt Regency in New Orleans (see attached). Given our recent flooding events and other emergency responses related to the threat of hurricanes, we believe that it would be beneficial to resume sending key staff members and County Commissioners to the Hurricane Conference as we did several years ago. As you may recall, in 2007 the County sent 12 staff members to the Hurricane Conference and all attendees commented that it was one of the best and most useful conferences they ever attended. While we discontinued the practice of sending staff members to the Hurricane Conference due to the recession in 2008, we suggest that the Commissioners could authorize an over-expenditure in the Travel and Training Account to allow critical staff members to attend the Hurricane Conference in 2017, and funding could be budgeted in future years to send additional staff and Commissioners in the years to come. The regular early registration fee is \$350 per person, however I was able to negotiate a group discount of \$50 per person provided that we register at least 10 participants. Therefore, the estimated cost of registration, travel, lodging, and meals is \$1,950 per person for 2017 (see attached).

Mr. Tustin had originally identified the following critical staff members in Public Works Administration, Roads, Solid Waste, Water and Wastewater and Maintenance who would benefit from attending the 2017 National Hurricane Conference in New Orleans including: Mike Mitchell, Frank Adkins, Jeff Tingle, Gary Serman, Mike Hutchinson, John Tustin, Mike McClung, Keith Berdan, Larry Lynch, John Ross and Ken Whited. In addition, I believe that Chief Administrative Officer Harold Higgins and at least one County Commissioner should attend the conference in 2017 and perhaps additional Commissioners and staff could attend in future years. Other departments with staff who could benefit from attendance include: Emergency Services (already planning to attend using grant funds), Development Review and Permitting, Environmental Programs, Fire Marshal's Office, and the Sheriff's Office. This could result in upwards of 20 staff members who could benefit from attending. Depending upon the number of spots approved by the County Commissioners, we could determine who best to send to the conference.

In order to narrow the list, I polled County Department Heads whose staff are regularly involved in storm preparation, response and recovery and asked them to provide me with a list of up to 2 critical staff members who would benefit from attending the Hurricane Conference each year over the next 3 years. Their recommendations are as follows:

| <u>Department</u>      | <u>2017 Attendees</u>                             | <u>2018 Attendees</u> | <u>2019 Attendees</u> |
|------------------------|---------------------------------------------------|-----------------------|-----------------------|
| Emergency Services     | Fred Webster                                      | James Hamilton        | Tom Kane              |
|                        | Robert Rhode                                      | Brian Jones           | Kristin Jester        |
| Fire Marshal           | Jeff McMahan                                      | Matt Owens            | Robert Korb           |
|                        | Matt Owens                                        | Robert Korb           | Chris Vieira          |
| Commissioners          | Com. _____                                        | Com. _____            | Com. _____            |
|                        | Com. _____                                        | Com. _____            | Com. _____            |
| Administration         | Harold Higgins                                    | Kelly Shannahan       | Harold Higgins        |
|                        | Kim Moses                                         | Maureen Howarth       | _____                 |
| Public Works           | Mike Mitchell                                     | Frank Adkins          | Larry Lynch           |
|                        | Jeff Tingle                                       | Mike Hutchinson       | Mike McClung          |
|                        | - Plus more each year if spots are available      |                       |                       |
| Dev. Rev. & Permitting | Kelly Henry                                       | Mark Dunlevy          | Paul Miller           |
|                        | Bill Bradshaw                                     | Jennifer Keener       | _____                 |
| Environmental Programs | Bob Mitchell                                      | Katherine Munson      | _____                 |
|                        | David Bradford                                    | Jenelle Irwin         | _____                 |
| Sheriff                | None - All command staff have previously attended |                       |                       |

The above list totals 14 staff members and Commissioners proposed to attend the National Hurricane Conference in 2017. Since Mr. Tustin initially identified 11 staff members who he would like to send to the conference from his 5 Divisions, and since his department represents the largest County department, I suggest that two additional slots be approved for Public Works in 2017 for a total of 16 attendees. In that case, Frank Adkins and Mike Hutchinson would be added to the 2017 list of attendees while Larry Lynch and Mike McClung could be moved up to the 2018 list along with two other Public Works staff members.

In summary, I request your approval for an authorized over-expenditure in the Travel and Training Account of the FY17 budget in the amount of up to \$31,200 to send the above referenced 16 staff members and County Commissioners to the 2017 National Hurricane Conference in New Orleans. I look forward to reviewing this matter at your next meeting after which I can begin planning for attendance and making the appropriate travel arrangements. In the meantime, if you should have any questions or concerns, please feel free to contact me.

**Kelly Shannahan**

---

**From:** National Hurricane Conference <mail@hurricanemeeting.com>  
**Sent:** Tuesday, October 11, 2016 3:53 PM  
**To:** Kelly Shannahan  
**Subject:** 2017 National Hurricane Conference Registration is Open!



## **2017 National Hurricane Conference Registration is Now Open!**

**Conference Dates: April 17-20, 2017**

**Hyatt Regency New Orleans**



### **Dear Past National Hurricane Conference Attendee,**

Make plans now to attend the 2017 National Hurricane Conference, April 17-20, at the Hyatt Regency New Orleans.

As you know, the National Hurricane Conference is the nation's forum for education and professional training in hurricane and disaster preparedness.

The conference offers more than 100 workshops, trainings and rap sessions including:

- Lessons learned from hurricane strikes
- State-of-the-art programs worthy of emulation
- New ideas being tested or considered and new or ongoing assistance programs

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**[Register](#)**

**[Schedule Overview](#)**

**[Hotel Information](#)**

**JOIN OUR  
MAILING  
LIST!**

If you are not already subscribed to this list, please click on the button above to ensure that you receive

- The ABCs of hurricane preparedness, response, recovery and mitigation
- EMI and FEMA certificate training courses

National Hurricane Conference emails.

Please visit [www.hurricanemeeting.com](http://www.hurricanemeeting.com) or click the links to the right for additional conference information.

---

## **Register Now and Save!**

**Register now and save \$50 off the regular registration price. Early registration (payment by March 3, 2017) is \$350.**

**Go here to register online.**

---

We hope to see you in New Orleans in April!

---

National Hurricane Conference, 2952 Wellington Circle, Tallahassee, FL 32309

[SafeUnsubscribe™ kellys@co.worcester.md.us](#)

[Forward this email](#) | [Update Profile](#) | [About our service provider](#)

Sent by [mail@hurricanemeeting.com](mailto:mail@hurricanemeeting.com) in collaboration with

**Constant Contact** 

Try it free today

## **Anticipated Expenses - 2017 Hurricane Conference**

Registration - \$300 (I negotiated a \$50 per person discount provided we register 10 attendees)  
Lodging - \$780 (5 nights at \$156/night plus taxes - Sunday-Thursday, check out on Friday)  
Meals - \$384 (6 days at \$64/day - based on federal per diem for New Orleans)  
Airfare - \$400 (round trip from Salisbury to New Orleans)  
Taxi/Misc. - \$86 (parking, round trip taxi from airport, baggage handling, tips, etc.)

**Total = \$1,950 per person**

TEL: 410-632-1194  
FAX: 410-632-3131  
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24

COMMISSIONERS  
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## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 25, 2016

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *xl*  
SUBJECT: Commissioners' Meeting Schedule and Budget Schedule for 2017

\*\*\*\*\*

Attached, please find a proposed schedule of the County Commissioners' meeting dates and a proposed Budget Schedule for calendar year 2017. For informational purposes, I have also attached a copy of the schedule of holidays for 2017 in accordance with the Personnel Rules and Regulations (Section 6.11.A). County Commissioners' meetings are generally held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month, except where such dates fall on a legal holiday or other conflicting event. In the Year 2017, Independence Day falls on Tuesday, July 4<sup>th</sup> so the first meeting in July has been proposed for Wednesday, July 5, 2017. The only other potential conflict is the National Hurricane Conference which will be held from April 17-20, 2017 in New Orleans. I understand that at least one if not two Commissioners are planning to attend. While a quorum, would still be possible for the April 18, 2017 meeting, the Commissioners could opt to reschedule that meeting for either Tuesday, April 11 or Tuesday, April 25, 2017 if they prefer.

Regarding Legislative Sessions, the Code of Public Local Laws of Worcester County, Maryland (Section CG 2-203) provides that the County Commissioners may hold regular Legislative Sessions on the 2<sup>nd</sup> or 3<sup>rd</sup> Tuesday of each month. Since the Commissioners regularly meet on the 3<sup>rd</sup> Tuesday of each month, I have scheduled each 3<sup>rd</sup> Tuesday for a regular Legislative Session.

Please review the proposed Schedule of Meeting Dates and Budget Schedule with the County Commissioners for their approval. If you or the Commissioners should have any questions or concerns with regard to this matter, please feel free to contact me.

# DRAFT

2017

## WORCESTER COUNTY COMMISSIONERS' MEETING DATES

The Worcester County Commissioners have established the following meeting dates for 2017. Regular meetings are generally held on the first and third Tuesday of each month, except where such dates fall on a legal holiday or other scheduling conflict. All meetings will be held in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland with the open session to commence at 10:00 a.m. unless otherwise noted.

|                         |                                                                                  |
|-------------------------|----------------------------------------------------------------------------------|
| January 3, 2017         | Regular Meeting                                                                  |
| January 17, 2017        | Regular Meeting - (Legislative Session)                                          |
| February 7, 2017        | Regular Meeting                                                                  |
| February 21, 2017       | Regular Meeting - (Legislative Session)                                          |
| March 7, 2017           | Regular Meeting                                                                  |
| March 21, 2017          | Regular Meeting - (Legislative Session)                                          |
| March 28, 2017          | Work Session - Budget Review with Board of Education & Departments/Agencies      |
| April 4, 2017           | Regular Meeting                                                                  |
| April 11, 2017          | Work Session - Budget Review with Departments                                    |
| April 18, 2017          | Regular Meeting - (Legislative Session)                                          |
| May 2, 2017             | Regular Meeting - Budget Hearing                                                 |
| May 9, 2017             | Budget Work Session                                                              |
| May 16, 2017            | Regular Meeting - (Legislative Session) and Budget Work Session in the afternoon |
| May 23, 2017            | Budget Work Session (if needed)                                                  |
| June 6, 2017            | Regular Meeting - Budget Adoption                                                |
| June 20, 2017           | Regular Meeting - (Legislative Session)                                          |
| Wednesday July 5, 2017* | Regular Meeting                                                                  |
| July 18, 2017           | Regular Meeting - (Legislative Session)                                          |
| August 1, 2017          | Regular Meeting                                                                  |
| August 15, 2017         | Regular Meeting - (Legislative Session)                                          |
| September 5, 2017       | Regular Meeting                                                                  |
| September 19, 2017      | Regular Meeting - (Legislative Session)                                          |
| October 3, 2017         | Regular Meeting                                                                  |
| October 17, 2017        | Regular Meeting - (Legislative Session)                                          |
| November 7, 2017        | Regular Meeting                                                                  |
| November 21, 2017       | Regular Meeting - (Legislative Session)                                          |
| December 5, 2017        | Regular Meeting                                                                  |
| December 19, 2017       | Regular Meeting - (Legislative Session)                                          |

See note  
in memo

\* Meet on Wednesday, July 5, 2017 due to Independence Day Holiday on Tuesday, July 4, 2017

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



OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
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

**DRAFT**

### WORCESTER COUNTY FY 2018 Budget Schedule

As of Nov. 1, 2016

|                             |                                                                                                                                                                                                                                                    |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Thursday, December 15, 2016 | FY2018 Operating Budget Information Distributed                                                                                                                                                                                                    |
| Tuesday, January 24, 2017   | Department & Agency Operating Budget finalized in New World Systems                                                                                                                                                                                |
| February 8, 9, 10, 2017     | Departments meet with County Administrator and Budget Officer                                                                                                                                                                                      |
| Tuesday, February 28, 2017  | Operating Budgets Submitted to County Administrator from Municipals and Ocean Pines Association<br>Board of Education submit to County Administrator MOE for FY18<br>Board of Education submit to County Administrator Non-Recurring Expenses FY18 |
| Tuesday, March 7, 2017      | County Commissioners review requests of Municipalities and Ocean Pines Association                                                                                                                                                                 |
| Tuesday, March 14, 2017     | Operating Budget from Board of Education submitted to County Administrator                                                                                                                                                                         |
| Tuesday, March 21, 2017     | Requested Consolidated Operating Budget to Commissioners<br>Non-Recurring MOE Discussion–Deadline to file March 31<br>Maintenance of Effort Discussion - Deadline to file MOE Waiver is April 1.                                                   |
| Tuesday, March 28, 2017     | Budget work session/Discussion with Board of Education<br>Commissioner Operating Budget Review with Selected Departments/Agencies                                                                                                                  |
| Tuesday, April 11, 2017     | Commissioner Operating Budget Review with Selected Departments/Agencies                                                                                                                                                                            |
| Tuesday, May 2, 2017        | Requested FY2018 Operating Budget Public Hearing                                                                                                                                                                                                   |
| Tuesday, May 9, 2017        | Budget Work Session                                                                                                                                                                                                                                |
| Tuesday, May 16, 2017       | Budget Work Session (start 1:00 pm)                                                                                                                                                                                                                |
| Tuesday, May 23, 2017       | Budget Work Session – (if needed)                                                                                                                                                                                                                  |
| Tuesday, June 6, 2017       | FY2018 Consolidated General Fund Operating Budget Adopted<br>Proposed FY2018 Enterprise Funds Public Hearing at Government Center                                                                                                                  |
| Tuesday, June 20, 2017      | FY2018 Water & Wastewater Services Enterprise Fund Budget Adopted<br>FY2018 Liquor Control Enterprise Fund Budgets Adopted<br>FY2018 Solid Waste Enterprise Fund Budgets Adopted                                                                   |

*Citizens and Government Working Together*

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## Worcester County

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

### Worcester County Government Holiday Schedule Calendar Year 2017

|                                              |                                       |
|----------------------------------------------|---------------------------------------|
| <b>New Year's Day</b>                        | Observed on Monday, January 2, 2017   |
| <b>Dr. Martin Luther King Jr.'s Birthday</b> | Observed on Monday, January 16, 2017  |
| <b>Presidents' Day</b>                       | Monday, February 20, 2017             |
| <b>Good Friday</b>                           | Friday, April 14, 2017                |
| <b>Memorial Day</b>                          | Observed on Monday, May 29, 2017      |
| <b>Independence Day</b>                      | Tuesday, July 4, 2017                 |
| <b>Labor Day</b>                             | Monday, September 4, 2017             |
| <b>Columbus Day</b>                          | Observed on Monday, October 9, 2017   |
| <b>Veterans' Day</b>                         | Observed on Friday, November 10, 2017 |
| <b>Thanksgiving Day</b>                      | Thursday, November 23, 2017           |
| <b>Day After Thanksgiving</b>                | Friday, November 24, 2017             |
| <b>Christmas Day</b>                         | Monday, December 25, 2017             |

Adopted in accordance with Section 6.11.A of the Worcester County Government Personnel Rules & Regulations.



25

COMMISSIONERS  
MADISON J. BUNTING, JR., PRESIDENT  
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# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 25, 2016

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *K.S.*  
On Behalf of Department of Liquor Control Management Committee  
SUBJECT: Recommendation for Sublease of 16<sup>th</sup> Street Retail Liquor Store in Ocean City  
\*\*\*\*\*

In response to our Request for Proposals (RFP), bids were opened on October 11, 2016 to sublease the Worcester County Shore Spirits Retail Liquor Store located at 16<sup>th</sup> Street and Coastal Highway in Ocean City also known as Stores Number 2 and 3 Layton's Plaza Shopping Center comprising a total area of approximately 4,300 square feet with a lease termination date of February 28, 2024. One bid was received, with an addendum, as follows:

| <u>Bidder's Name/Address</u>                                                   | <u>Additional Monthly Lease</u> | <u>Additional Inventory Mark-Up</u> |
|--------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
| Richard J. (Dicky) Smith, Jr.<br>315 N. Heron Gull Ct.<br>Ocean City, MD 21842 | \$1                             | 10%                                 |

The addendum submitted by Mr. Smith specifies that he is proposing a partnership with Mrs. Azezeh Ramadan who holds a Class "A" Beer/Wine license (confirmed as license #222) at Village Market on 18<sup>th</sup> Street where she has been running a beer and wine store since 1999. This store is adjacent to the former County retail liquor store at 18<sup>th</sup> Street prior to our move to 16<sup>th</sup> Street in March 2014. They propose to apply for an upgrade to a Class "A" Beer/Wine /Liquor license at 18<sup>th</sup> Street upon which the retail liquor store at 16<sup>th</sup> street would be closed and the inventory would be moved by Mr. Smith to 18<sup>th</sup> Street. Mr. Smith is further proposing to negotiate with our Landlord at 16<sup>th</sup> Street (Tony Christ) to buy out the remaining 7 years and 2 months on our current lease agreement after which Mr. Christ could lease the space to another tenant. However, if an agreement cannot be reached with Mr. Christ, Mr. Smith has agreed to assume the County's lease under the conditions established in the RFP for the remainder of the term through February 28, 2024 and would attempt to sublease the space in compliance with our current lease agreement in order to offset a portion of his expenses. Confirmation that an Irrevocable Letter of Credit can be obtained from Hebron Savings Bank in the amount of \$80,904 was included with Mr. Smith's bid which will be called in the event of default on any sublease

payments. Given that the retail liquor store at 16<sup>th</sup> Street is proposed to be closed under Mr. Smith's proposal and would no longer be licensed to operate as a retail liquor store, the County has requested and Mr. Smith has agreed to increase the Irrevocable Letter of Credit to \$161,808 which would cover 24-months of lease payments in the event of default. We believe that the Irrevocable Letter of Credit will provide substantial incentive for Mr. Smith to honor the terms of the agreement through February 28, 2024, however if he was to default, the County would have 24-months of lease payments covered and could attempt to sublease the space in compliance with our current lease agreement in order to offset the remaining lease obligations through February 28, 2024.

Representatives of the Department of Liquor Control (DLC) Management Committee carefully reviewed Mr. Smith's proposal, his personal financial statement, and his business experience which has included owning and operating several businesses over the past 40 years including: Salisbury Auto Trim, Bethany Resort Furnishings, Chesapeake Airways, and Quality Linen Service Inc. We subsequently met with Mr. Smith on October 20, 2016 to receive clarification on his proposal.

As a result of our review and discussion, the DLC Management Committee recommends acceptance of Mr. Smith's proposal as outlined above whereby he will assume the County's liability under the lease agreement at 16<sup>th</sup> Street plus an additional \$1 per month through February 28, 2024, post an Irrevocable Letter of Credit in the amount of \$161,808, and purchase all of the inventory in the 16<sup>th</sup> Street store at the cost paid by the County (currently estimated at \$258,982.51) plus a mark-up of 10%. In return, Mr. Smith will receive the County Commissioners' approval to apply with Azezeh Ramadan for an upgraded Class "A" Beer/Wine/Liquor license at Village Market on 18<sup>th</sup> Street and upon approval and activation of the new license, the 16<sup>th</sup> Street retail liquor store would be closed and Mr. Smith would move the inventory to 18<sup>th</sup> Street. We understand that this proposal is contingent upon the Board of License Commissioners issuing the upgraded Class "A" Beer/Wine/Liquor license at the 18<sup>th</sup> Street location. Staff further recommends acceptance contingent upon a formally approved Asset Purchase Agreement between Mr. Smith and the County prior to the November 21, 2016 application deadline for the Board of License Commissioners' meeting on December 21, 2016.

Thank you for your consideration. We look forward to discussing this matter with you at your next meeting.

## Bid Form

I have reviewed the specifications and requirements for subleasing the Shore Spirits Liquor Store in Ocean City, Maryland, located on Coastal Highway at 16<sup>th</sup> Street (Subject Property) and understand all of the terms and conditions related to this sublease. I hereby agree to sublease the Subject Property from the County Commissioners of Worcester County, Maryland (the County) effective January 1, 2017, and to assume and abide by all of the terms and conditions of the current lease agreement between the County and the landlord through the County's lease termination date on February 28, 2024. A summary of the key provisions is provided below for informational purposes only. However, I agree to assume all terms and conditions of the current lease agreement between the County and the landlord, as attached in the Request for Proposals (RFP) package as Attachment A.

**16<sup>th</sup> Street Shore Spirits Location** - (Connected Stores Number 2 and 3 of Layton's Plaza Shopping Center)

- Store 2 = ±2,800 square feet; Store 3 = ±1,500 square feet; Total = ±4,300 square feet)
- Current Monthly Lease - \$6,742 + annual cost of living, common area cost and taxes (inclusive \$7,642)
- Lease termination - February 28, 2024 (thereafter subject to direct renegotiation with landlord)

In addition to all of the terms and conditions of the aforementioned lease including the monthly lease payment, common area cost and taxes, I hereby propose the following additional monthly sublease payments to the County:

16<sup>th</sup> Street - Additional Monthly Lease = \$ 1.00

I further agree to purchase all of the inventory remaining in the Subject Property on December 31, 2016, at the County's actual cost. In addition, I hereby propose to purchase said inventory at cost plus the following mark-up

16<sup>th</sup> Street - Additional Inventory Mark-Up = 10 %

**Proposal Deliverables as defined in the RFP must be attached or proposal may be rejected.** Any exceptions or deviations from the specifications must be clearly noted on the bid form (attach additional pages if necessary).

Exceptions/Deviations: SEE ADDENDUM

**BID MUST BE SIGNED TO BE VALID.**

Date: 10-6-16

Signature: 

Typed Name: RICHARD J SMITH JR

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

Firm: \_\_\_\_\_

Address: 315 N HERON GULL CT

OCEAN CITY MD 21842

Phone: 443 783 7267

This Form must Be Completed and must Accompany the Proposal in Order to be Accepted

**Sublease of Worcester County Shore Spirits Liquor Store in Ocean City, Maryland  
located on Coastal Highway at 16<sup>th</sup> Street**

**Bidder's Information Sheet**  
(Attach additional sheets if necessary)

Name: RICHARD J SMITH AND/OR ASSIGNS Date: 10-6-16  
Address: 315 N. HERON GULL CT OCEAN CITY MD 21842  
Phone: (Office) \_\_\_\_\_ (Mobile) 443 783 7267  
Email: dickyja@aol.com Fax: \_\_\_\_\_

Questions:

1.  I have personally inspected the property.  I have not personally inspected the property. \*
2. I have owned or operated a retail liquor store or been significantly involved in operations of a retail liquor store as follows: \* PROSPECTIVE PARTNER HAS INSPECTED PROPERTY

| <u>Name of Retail Liquor Store</u> | <u>Approximate Dates</u> | <u>Location</u> | <u>Owned or Operated</u> |
|------------------------------------|--------------------------|-----------------|--------------------------|
| <u>SEE ADDENDUM</u>                | <u>1999 → CURRENT</u>    |                 |                          |
|                                    |                          |                 |                          |

3. I have owned or operated a retail store other than a retail liquor store or been significantly involved in operations of a retail store as follows:

| <u>Name of Retail Store/Type of Store</u> | <u>Approximate Dates</u> | <u>Location</u> | <u>Owned or Operated</u> |
|-------------------------------------------|--------------------------|-----------------|--------------------------|
|                                           |                          |                 |                          |
|                                           |                          |                 |                          |

4. Please provide any additional information and details about your experience owning or operating a retail liquor store or other retail store which demonstrates your ability to successfully sublease the County liquor store (please add additional pages if necessary):

SEE SMITH BIO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDENDUM TO PROPOSAL FOR  
WORCESTER COUNTY SHORE SPIRITS  
RETAIL LIQUOR STORE  
AT 16<sup>TH</sup> STREET, OCEAN CITY, MARYLAND

This Addendum is to clarify how this bidder proposes to purchase the 16<sup>th</sup> Street Liquor Store. Azezeh Ramadan and Richard J. Smith, Jr. are partnering up on a joint venture to take over the 16<sup>th</sup> Street Liquor Store. Azezeh Ramadan has a Class B liquor license as well as the experience of running a beer and wine store since 1999. She currently owns and operates Village Market on 18<sup>th</sup> Street in Ocean City. Richard Smith, Jr. has the financial capabilities to purchase the liquor store, which can be verified with his financial statements.

The proposal is as follows:

1. We offer to purchase the inventory that is currently available in the liquor store plus a 10% profit.
2. We are negotiating with the Landlord for a buyout of the 7 year lease. Upon the buyout, the County will no longer be responsible for the lease. If an agreement cannot be reached with the Landlord, we will assume the County's 7 year lease with the Landlord under the conditions set by the County.
3. The Proposal is contingent upon the Board of License Commissioners granting us permission to terminate the liquor license at 16<sup>th</sup> Street and upgrade Ramadan's existing Class B license at 18<sup>th</sup> Street and Philadelphia Avenue. This makes sense because sales were higher at the 18<sup>th</sup> Street location, as shown by comparison with your financials. It would be more desirable for the Class B license that is currently in existence at the 18<sup>th</sup> Street Village Market be upgraded. In that way, the Board of License Commissioners does not have to grant a new license at the 16<sup>th</sup> Street liquor store and this will help avoid a proliferation of licenses and stifling competition for sales in the subject neighborhood.

In summary, the main object is to release the County from the current lease and establish a reasonable basis of public need for the Board of License Commissioners to upgrade Ramadan's existing Class B license at 18<sup>th</sup> Street to allow beer, wine and liquor sales.

Richard (Dicky) J Smith Jr.  
315 N Heron Gull Court  
Ocean City, MD 21842

Born: 09/24/1956 in Salisbury, MD

Married to Nancy Reither-Smith (Realtor, Coldwell Banker)

Reside and vote in Ocean City, MD for 20 years

1960 - Current -- My father & I established, managed and operated Salisbury Auto Trim. This was a full service upholstery business employing 20 at its peak. Business was downsized in 2010 upon my dad's retirement. I continue to provide upholstery service to select clients including everything cut or sewn at Seacrets Nightclub and their new Distillery.

1976 - 1981 – Invented & designed a new type of outdoor furniture utilizing Polyvinyl Chloride pipe for framing and flow through cushioning materials designed and produced by myself. An entire line of outdoor casual furniture was designed. In collaboration with several of the country's largest PVC manufacturers we were able to re-formulate the PVC to not only be more stable outdoors but to add different color choices as well. Employment grew to over 30 when I accepted a purchase offer for my business in 1981.

1980 - 2005 – Continued to participate in the family farm operation where I was raised. This included small grain, beef cattle, & chickens. Together, my father and I were the largest independent poultry producers in the Mid-Atlantic with over 600,000 chickens at any given time. The last commercial operation was sold in 2005. Still own the farm and house.

1995 - 2010 -- Established Bethany Resort Furnishings. As General Manager I was in charge of all aspects of the retail experience. I designed and built a state-of-the art warehouse and distribution center to accommodate sales and delivery including barcode applications for inventory control.

1997 - 2005 -- Developed several condominium projects in Ocean City, MD including Island Cabana on 90th St. in 2002 I secured a contract to purchase the Ocean Club and adjoining properties which subsequently became the Gateway Condominium

2009 - Current -- Purchased Chesapeake Airways from the estate of Sam Goldman thereby acquiring the largest inventory of WWII airplane parts in the world. These are sold retail.

2013 - Current -- Own and operate Quality Linen Service Inc. A full service commercial laundry catering to the Healthcare, Hospitality and Food/Beverage/Catering businesses for all of their linen and laundry needs. Having just recently expanded the facility to 30,000 square feet and adding equipment accordingly, we can process over 26 million pounds of laundry yearly. A small sampling of our current customers include Atlantic General Hospital, Peninsula Regional Medical Center, Tawes McCready Health System, Dover Air Force Base, University of Maryland Eastern Shore, Salisbury University, Dunes Manor, EconoLodge, Spinnaker, Admiral, Ocean Pines Yacht Club, Suicide Bridge, Ristorante Antipasti, Green Turtle, Ruth's Chris & many others. We employ upwards of 65 employees. This number varies seasonally.

Other accomplishments

Associations

State Certified Master Pyrotechnical and Incendiary/Explosive Expert  
Internationally Approved Basketball Official (IABBO)  
Play #1 board in Chess Club  
Member Ocean City Country Club  
Member Glen Riddle Golf Club  
Member Heritage Palms Country Club - Ft Myers FL  
Ocean City Chamber of Commerce  
Hotel/Motel Restaurant Association  
Many others



# HEBRON SAVINGS BANK

## Hebron

101 N. Main Street  
P.O. Box 59  
Hebron, MD 21830  
410-749-1185  
fax 410-543-0703

## Salisbury

415 E. Carroll St.  
Salisbury, MD 21804  
410-742-8526  
fax 410-742-8630

Quantico Square  
1008 W. Main St.  
Salisbury, MD 21801  
410-543-9183  
fax 410-543-9401

1310 Mt. Hermon Rd.  
Salisbury, MD 21804  
410-546-8118  
fax 410-546-8050

543-C Riverside Drive  
Salisbury, MD 21801  
410-341-6670  
fax 410-341-6678

## Sharptown

303 Main Street  
P.O. Box 236  
Sharptown, MD 21861  
410-883-3121  
fax 410-883-2322

## Vienna

100 Market & Race Sts.  
P.O. Box 158  
Vienna, MD 21869  
410-376-3186  
410-376-0343

## Cambridge

6 Cedar Street  
Cambridge, MD 21613  
410-228-9202  
fax 410-228-5787

2801 Ocean Gateway  
Cambridge, MD 21613  
410-228-2440  
fax 410-228-2446

## Princess Anne

30499 Mt. Vernon Rd.  
Princess Anne, MD 21853  
410-651-1722  
fax 410-749-5528

## Fruitland

108 E. Cedar Lane  
Fruitland, MD 21826  
410-860-4884  
fax 410-860-2662

## Crisfield

57 Richardson Avenue  
Crisfield, MD 21817  
410-968-0500  
fax 410-968-0550

October 7, 2016

Richard J. Smith Jr.  
315 North Heron Gull CT  
Ocean City, MD 21842

RE: Letter of Credit in Favor of County Commissions of Worcester County, MD

Dear Mr. Smith:

This letter is to inform you that you are approved by Hebron Savings Bank for an Irrevocable Letter of Credit in the amount of \$80,904 issued to County Commissioners of Worcester County, MD, if you are the successful bidder pertaining to the lease payments of 16<sup>th</sup> Street Shore Spirits location.

Sincerely,

W. Trent Pusey  
Executive VP, Hebron Savings Bank



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## Worcester County

GOVERNMENT CENTER  
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SNOW HILL, MARYLAND

21863-1195

September 7, 2016

**FAXED**  
9/7/16 @ 1:00pm

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

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

### REQUEST FOR PROPOSALS

#### To Sublease the Worcester County Shore Spirits Retail Liquor Store located on Coastal Highway at 16<sup>th</sup> Street in Ocean City, Worcester County, Maryland

The Worcester County Commissioners (Commissioners) have adopted an Exit Strategy with respect to the operations of the Worcester County Department of Liquor Control and intend to cease retail liquor operations on or before June 30, 2017. As a result, the Commissioners recently declared the following property, which is currently under lease, as surplus property and are currently accepting proposals from qualified individuals or entities to sublease this property located in Ocean City, Maryland for the remaining terms of the lease. The Subject Property is located at 16<sup>th</sup> Street and Coastal Highway and is also known as Stores Number 2 and 3 Layton's Plaza Shopping Center comprising a total area of approximately 4,300 square feet with a lease termination date of February 28, 2024. The selection of the successful bidder will be based primarily upon a combination of the price offered for sublease of this property and the contents thereof, as well as a demonstrated ability and experience owning and operating a retail liquor store or other similar retail establishment. Bid packages are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863. **A pre-bid inspection will be held on Thursday, September 22, 2016 at 9:00 am** at the 16<sup>th</sup> Street store. Interested bidders are encouraged to attend. **Sealed proposals will be accepted until 1:00 PM, Tuesday, October 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 "**Proposal to Sublease County Liquor Store in Ocean City**" in the lower left-hand corner. After opening, proposals will be reviewed by staff and a recommendation of award will be made to the County Commissioners at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering highest and/or best proposal, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with owning and operating a retail liquor store or other similar retail store, or any other factors they deem appropriate. All inquiries shall be directed to Maureen Howarth, County Attorney, at 410-632-1194.

*Citizens and Government Working Together*

## INSTRUCTIONS TO BIDDERS

1. **BIDS**

Bids should be submitted in sealed envelopes clearly marked in the lower left-hand corner "**Proposal to Sublease County Liquor Store in Ocean City**". Bids received after the bid deadline as specified in the Request for Proposals will not be considered.

2. **BID FORMS**

Bids are to be submitted on the forms provided in this package. Bid forms are to be completed in their entirety and all requested information provided. Where indicated, bids are to be signed by an individual authorized by the bidding company. Incomplete or unsigned bid forms are cause for rejection of the bid.

3. **PRE-BID INSPECTION**

A pre-bid inspection will be held at the Shore Spirits Liquor Store located at 16<sup>th</sup> Street and Coastal Highway (in the Layton's Plaza Shopping Center), Ocean City, Maryland on Thursday, September 22, 2016 at 9:00 am. Any inquiries should be directed to Maureen Howarth, County Attorney, between the hours of 8:00 a.m. and 4:30 p.m. at 410-632-1194, or by email at [mhowarth@co.worcester.md.us](mailto:mhowarth@co.worcester.md.us).

4. **SPECIFICATIONS**

- A. The County Commissioners of Worcester County, Maryland (County) have adopted an Exit Strategy with respect to the operations of the Worcester County Department of Liquor Control and intend to cease retail liquor operations on or before June 30, 2017. As a result, the Commissioners recently declared the Subject Property (Shore Spirits Liquor Store at 16<sup>th</sup> Street and Coastal Highway) which is currently under lease in Ocean City, Maryland as surplus property and are currently accepting proposals from qualified individuals or entities to sublease this property for the remaining terms of the lease.
- B. The Subject Property (16th Street Shore Spirits Location) is located at 16th Street and Coastal Highway and is also known as Stores Number 2 and 3 Layton's Plaza Shopping Center comprising a total area of approximately 4,300 square feet with a lease termination date of February 28, 2024. Specifically, Store Number 2 consists of approximately 2,800 square feet of area, while Store Number 3 consists of approximately 1,500 square feet of area. Both stores together comprise a total of approximately 4,300 square feet of area and are connected. The current monthly lease cost is \$6,742 increased each year by the annual cost of living, plus common area cost and taxes of approximately \$900, for a total monthly cost of approximately \$7,642. The successful bidder will be required to pay all utility charges including electricity, water and sewer. Successful bidder will be responsible for any personal property tax. Successful bidder will be responsible for any cable, internet, insurance or security needed. The current lease expires on

February 28, 2024 (Attachment A) after which the successful bidder could renegotiate with the landlord for extension.

- C. The selection of the successful bidder will be based primarily upon a combination of the price offered for sublease of this property and the contents thereof, the price offered for the inventory, as well as a demonstrated ability and experience owning and operating a retail liquor store or other similar retail establishment. Minimum proposals shall include the full cost of the current lease and all common area costs and taxes, plus any additional monthly payments to County. Minimum proposals shall also include the purchase of all inventory in the store (Attachment D) at the cost paid by County, plus any additional percentage mark-up to the County. A list of all furniture, fixtures and leasehold improvements to be conveyed with the store is included as Attachment C. The cost and current book value of said improvements is also provided for informational purposes. While the County is not requiring reimbursement for these improvements, the value should be considered when determining the additional monthly lease to be paid by the bidder.
- D. The successful bidder shall agree to sublease the above referenced Shore Spirits Liquor Store from the County effective January 1, 2017, and to assume and abide by all of the terms and conditions of the current lease agreement between the County and the landlord through the current lease termination date of February 28, 2024 (see Attachment A).
- E. The successful bidder shall provide an Irrevocable Letter of Credit listing the County Commissioners of Worcester County, Maryland as the beneficiary. The Letter of Credit shall be in an amount equal to twelve months lease payments for the Subject Property (16th Street Shore Spirits Location) totaling \$80,904 from a bank rated "A" or better by Moody's or Standard & Poor's. The final form of the Irrevocable Letter of Credit shall be approved by the County. This Letter of Credit will be called in the event of default on any sublease payments from the successful bidder to the County. Any such default requires the immediate surrender of the premises. County may subsequently sublease the premises and is under no obligation to return any of the lease payments provided under the Letter of Credit. The Irrevocable Letter of Credit cannot be cancelled without the County's approval.
- F. The successful bidder will be required to obtain an alcoholic beverage license in Worcester County and must meet all criteria for issuance of said license including a Criminal Record Check and at least one applicant of the corporation must serve as a Resident Agent having resided in Worcester County for the past two years, among other requirements. Please refer to Attachment E for a copy of the alcoholic beverage license application package and relevant information.
- G. Bid packages, including Instructions to Bidders, a Bid Form, Bidder's Information Sheet, the Lease Agreement (Attachment A), Sales History (Attachment B), an Audit of Assets (Attachment C), an Audit of Inventory (Attachment D), and the Alcoholic Beverage License Application Package (Attachment E), and are

available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863.

- H. After opening, proposals will be reviewed by staff and a recommendation of award will be made to the County Commissioners at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering highest and/or best proposal, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with owning and operating a retail liquor store or other similar retail store, or any other factors they deem appropriate.
- I. All inquiries shall be directed to Maureen Howarth, County Attorney, at 410-632-1194.

5. **OTHER REQUIREMENTS**

- A. Proposal Deliverables as defined in the RFP must be attached or proposal may be rejected.
- B. Any exceptions or deviations from the specifications must be clearly noted on the Bid Form (attach additional pages if necessary).
- C. The following documents are required to be completed in their entirety & signed:
  - i. Bid Form
  - ii. Bidder's Information Sheet
- D. The following documents are attached for informational purposes:
  - i. Attachment A - Subject Property lease (16th Street Shore Spirits Location)
  - ii. Attachment B - Schedule of Revenues and Expenses for Subject Property over Past 5 Years
  - iii. Attachment C - List of Store Assets for Subject Property
  - iv. Attachment D - List of Store Inventory for Subject Property\*
    - \* Please note that final store inventory will be substantially similar to the list provided in Attachment D, but will be updated as of December 31, 2016 to reflect actual inventory in the store at the time of transfer.
  - v. Attachment E - Alcoholic Beverage License Application Package

✓ KAS  
9/28/16

## ADDENDUM 1

Request for Proposals to Sublease the Worcester County Shore Spirits Retail Liquor Store located on Coastal Highway at 16<sup>th</sup> Street in Ocean City, Worcester County, Maryland

Date of Issue: September 28, 2016

Addendum 1 –

Pre-bid Inspection Meeting Notes of 9/22/16 – Questions and Answers

Pre-bid Inspection Meeting Notes – Questions and Answers:

September 22, 2016 at 9:00 a.m.

16<sup>th</sup> Street and Coastal Highway – Ocean City

Notes and Clarifications:

1. The Request for Proposal (RFP) package was reviewed with interested bidders. Worcester County participants in attendance were as follows:
  - a. Kelly Shannahan, Assistant Chief Administrative Officer
  - b. Laura Burns-Reinhart, Interim Director of Liquor Control
  - c. Maureen Howarth, County Attorney
  - d. Phil Thompson, Finance Officer
2. Bids are due 11 October 2016. Bids must be delivered as required or will not be considered. See the documents "Request for Proposals" and Instructions to Bidders for details.
3. Bidders are responsible to check and include all addendums in their proposals.
4. Existing building areas and site were toured.
5. Questions were taken at the meeting and Answers are as follows:
  - a. **Can the registers/point of sale system be included in the store's list of assets to convey with the store?**

**Answer:** Yes. The County will clean any data off this equipment prior to the transfer. Please see the updated Attachment C- List of Store Assets (attached). The value of the registers/point of sale system should be taken into consideration in determining the Additional Monthly Lease offered by Bidders.

- b. Can items on the List of Store Inventory Attachment D be switched out for other inventory items of equal value that County has in their warehouse inventory? Essentially, can the bidder pick and choose the inventory they would like to purchase?**

**Answer:** No. The List of Inventory is a fair representation of what will be sold on the date of transfer and may change slightly, however, the County will not allow substitution of inventory items.

- c. Would the Landlord be willing to eliminate the wall between Store 2 (retail) and Store 3 (former wholesale)? If the wall cannot be eliminated, would the Landlord be open to removal of at least half of the wall?**

**Answer:** The Landlord has stated that the stores are leased “as is” but he will not object to layout changes if the changes are approved by the Town of Ocean City and particularly by the Ocean City Fire Marshal’s Office. The current separation in the layout was for the current uses and was required by the Ocean City Fire Marshal.

# Attachment C

(Revised 9/28/16)

## **Ocean City Retail Store 16<sup>th</sup> Street Retail/Wholesale Store**

### Furniture & Fixtures

- 1 Countertop in front of the store- large half-moon shape
- 1 Countertop in back of the store
- 2 Countertops on wholesale side of the store
- 4 NCR Radiant Systems Point-of-Sale Terminals (Model #P1560-0097-BA)
- 1 Small Refrigerator for product display
- 1 Large Refrigerator for product display (3 sliding doors)
- 1 Large Wine Wall Shelving System
- 1 Large Rum/Vodka Wall Shelving System with 4 signs
- 1 Small Gin/Tequila Wall Shelving System with 2 signs
- 2 Long Free Standing Shelving Systems in the middle of the store
- 2 End Free Standing Shelving Systems in the middle of the store
- 11 Free Standing Wire Racks in the middle of the store
- 4 Tall Free Standing Wire Racks behind the counter in front of the store
- 2 Tall Free Standing Wire Racks behind the counter in back of the store
- 4 Tall Free Standing Wire Racks in the middle of the store
- 15 Tall Free Standing Wire Racks on the wholesale side of the store
- 1 Adjustable Shelf in storage room/bathroom
- 1 Refrigerator for staff use
- 1 Microwave
- 1 Desk
- 1 Foldable Table
- 2 Printers
- 2 Faxes
- 2 Safes

### Leasehold Improvements

- Alarm System with cameras and monitoring screen (Alarm Engineering)
- Tile Flooring
- Carpet behind the counters
- Exterior Signs

**Note:** The cost of the above furniture, fixtures and leasehold improvements to be conveyed with the property totals \$305,613 and has a current book value of \$136,618. The County is not requiring reimbursement for these improvements, but the value should be considered when determining the additional monthly lease to be paid by the bidder.