### AGENDA

#### WORCESTER COUNTY COMMISSIONERS

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

#### February 6, 2018

- 9:00 AM Meet in Commissioners' Conference Room Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session
  - 9:01 Closed Session: Discussion regarding hiring a Document Imager II, an Accounting Clerk II & III for the Treasurer's Office, an Office Assistant IV for the Maintenance Division and a Roads Worker I for the Roads Division of Public Works, a Scale Operator for Solid Waste, posting to fill a vacancy for Plant Operator II for Water & Wastewater; discussing a Communication Clerk Trainee for Emergency Services, and Interns for Emergency Services and Volunteer Services; discussing potential and pending litigation; receiving legal advice from Counsel; and performing administrative functions
  - 10:00 Call to Order, Prayer, Pledge of Allegiance
  - 10:01 Report on Closed Session; Review and Approval of Minutes
  - 10:02 Presentation of Proclamation Recognizing February as Black History Month
  - 10:10 J. Ranck Library Director: New Berlin Branch Library Change Notification Requests
  - 10:20 Chief Administrative Officer: Administrative Matters
    - (Housing Rehabilitation Bid Package Pocomoke Area Home; FY18 County Tourism Cooperative Marketing Agreement; Request to Use West Ocean City Harbor Parking Area for Offshore Powerboat Races - June 22-25, 2018; Public Safety Mutual Aid Agreements between the Sheriff's Office and - Pocomoke City Police, Snow Hill Police, and Ocean Pines Police Departments; Grey's Creek Nature Park - Forest Management Plan; Proposed Applications for Maryland Community Resilience Grant Program Funds; Proposed FY19 Rural Legacy Grant Applications - Dividing Creek and Coastal Bays Rural Legacy Areas; EDAC maintenance contract extension; Pending Board Appointments; and potentially other administrative matters)
  - 10:30 -
  - 10:40 -
  - 10:50 -
  - 11:00 -
  - 11:10 -
  - 11:20 -
  - 11:30 -
  - 11:40 -
  - 11:50 -
  - 12:00 Questions from the Press

#### Lunch

- 1:00 PM Conduct Interviews for Director of Recreation & Parks
  - 2:00 -
  - 3:00 -

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

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

Please be thoughtful and considerate of others. Turn off your cell phones & pagers during the meeting!

#### Item #

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3-14



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

January 16, 2018

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

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) 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; and Stacey Norton, Human Resources Director. Topics discussed and actions taken included: scheduling interviews for the position of Director of Recreation and Parks; promoting Missy Mason from IT Technician within the IT Division of Emergency Services to MIS Document Imaging Supervisor for the Treasurer's Office, considering a proposed reclassification in Environmental Programs; posting to fill vacancies for an Accounting Clerk III in the Treasurer's Office, an Office Assistant III in Tourism, and an Economic Development Director; receiving legal advice from counsel; discussing potential litigation; and performing administrative functions.

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

The Commissioners reviewed and approved the open and closed session minutes of their January 2, 2018 meeting as presented.

The Commissioners presented a commendation to the Berlin Pop Warner Junior Varsity Football Team, the Seahawks, for exemplifying excellence during their season to win the 2017 Eastern Region Division III Championship Title at the ESPN Wide World of Sports Complex in Orlando, Florida in December 2017.

Pursuant to the request of Superintendent of Schools Lou Taylor and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the release of \$375,000 to the Board of Education (BOE) for pre-construction and bidding phase services by the Construction Manager, Oak Contracting, for the new Showell Elementary School. Mr. Taylor

stated that bid results will be released in April 2018 and bids are to be opened on June 13, 2018, after which BOE officials will seek bid approval and authorization to proceed with construction from the Commissioners.

Atlantic General Hospital (AGH) President and Chief Executive Officer Michael Franklin met with the Commissioners to discuss the Atlantic General Hospital and Health System 2017 Community Update. Mr. Franklin presented a PowerPoint, which covered AGH's mission; health ranking; healthcare assessment for the community; number of unintentional intoxication deaths in Maryland from January to March each year from 2007-2017, including opioid and opioidrelated deaths; behavioral health; 2020 strategic vision and care coordination; AGH 2018 goals and strategic planning; strategic investment in the community; new bond financing (\$20 million refinance and \$20 million new bond funds) for the new John H. "Jack" Burbage Regional Cancer Care Center, Comprehensive Women's Health Center, and modernized patient-care areas; AGH succeeding in the current Maryland system; how triple aim achieved (telemedicine, transition in care program, and prescription concierge service, Condition R program, population health education, and IT systems and infrastructure); access to primary and specialty care (through the recruitment of primary and specialty care physicians); pioneers in health literacy improvement; AGH awarded Best in Benefits; year over year comparison for FY16/FY17; State "Sick Tax" Medicaid assessments; community impact, with a total payroll of over \$48 million; \$12,339,177 community impact; and AGH & Health System vision. Mr. Franklin stated that AGH now has a full compliment of surgeons and specialty care physicians, including pain management specialists who are helping patients manage pain without opioids, and without the use of opioids in pain management there will be less addiction. He stated that AGH is doing a good job keeping people healthy, though corporately the County ranked only fifteenth in the State, placing them on the wrong end of the middle on the 2017 County Health Rankings for Maryland, so the health community still has a lot of work to do, work that includes increasing access to mental health professionals, an area of public health that is still vastly underserved in the County. He urged the Commissioners to support AGH's request for a \$1 million grant for the cancer center and asked them to leverage their influence at the State level to end the "Sick Tax," which will result in total State-mandated hospital assessments of \$3.6 million for AGH in 2018.

Commissioner Bertino congratulated Mr. Franklin for decreasing AGH's health insurance costs while increasing its employee base and asked him to share any pertinent strategies with Human Resources Director Stacey Norton. Mr. Franklin stated that the hospital has implemented a wellness plan in the workplace that has resulted in a 1.2% decrease in employee benefits costs.

In a related matter, in response to a request by Mr. Franklin and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized AGH to utilize parking at the West Ocean City Harbor to accommodate AGH's 25<sup>th</sup> anniversary celebration to take place at the Gudelsky home on the evening of Thursday, May 17, 2018.

Board of Elections Director Patti Jackson met with the Commissioners to request to lease 8,000 square feet of warehouse and office space at the Royal Plus building in Snow Hill to accommodate voting equipment and staff of the Board of Elections, since they have outgrown their current facility at 100 Belt Street in Snow Hill. Ms. Jackson noted that the County staff recommendation to negotiate a three-year lease for 4,500 square feet of warehouse and office

space at Royal Plus is not long enough and would relegate the Board of Elections to roughly 1,000 square feet less warehouse and office space than they have currently. Therefore, she suggested a compromise to secure a five-year lease, effective February 2018, for 6,000 square feet of office space to allow for a 10% increase in elections equipment in keeping with the population growth in the County. In response to a question by Commissioner Church, Mr. Higgins stated that once the lease is secured he recommends completing an assessment of the current Board of Election building at 100 Belt Street to renovate and potentially expand this facility, noting that funds are available in the budget for this study.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously authorized Mr. Higgins to begin negotiations to lease up to 4,500 square feet of space in the Royal Plus building for a period of three years for their consideration at a future meeting, and for at least one Commissioner to attend future meetings between County staff and the Elections Board to represent the Commissioners on the proposed lease. Ms. Jackson agreed to schedule a special meeting of the Elections Board if necessary to expedite approval. In response to a question by Ms. Jackson, Mr. Higgins explained that the County would hire an architect to determine the needs of the Election Board on how best to renovate the 100 Belt Street facility to meet their needs.

Pursuant to the request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Elder, the Commissioners unanimously awarded the low bid for the general rehabilitation work to be performed on a single family home in the Stockton area to Shoreman Construction of Delmar, Maryland at a cost of \$19,400.

Pursuant to the request of Ms. Bynum and upon a motion by Commissioner Lockfaw, the Commissioners unanimously awarded the best bid for septic work, to be performed in conjunction with the construction of a replacement home in the Berlin area, to ASAP Services Corp of Salisbury, Maryland at a cost of \$6,526. Ms. Bynum explained that the apparent low bid of \$6,400 from Lighthouse Self Storage/Clark Disposal of Selbyville, Delaware did not include the cost of electric, which was part of the scope of work identified in the bid documents.

Pursuant to the recommendation of Development Review and Permitting Director Ed Tudor and upon a motion by Commissioner Church, the Commissioners unanimously adopted the Findings of Fact and Resolution No. 18-3, for the establishment of a residential planned community (RPC) floating zone for the proposed RPC project known as Shady Side Village on approximately 4.82 acres of land shown on Tax Map 26 as Parcel 157, located on the southerly side of MD Rt. 707 (Old Bridge Road), west of Greenridge Lane, in the Tenth Tax District of Worcester County, Maryland.

Pursuant to the request of Mr. Tudor and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved out-of-state travel for Zoning Administrator Jennifer Keener to attend the American Planning Association (APA) National Conference in New Orleans from April 21-24, 2018 at a total cost for travel, hotel, and meals as budgeted at \$2,291. In response to a question by Commissioner Bertino, Mr. Tudor stated that Ms. Keener will pursue development credits at the conference and plans to seek certification from the American Institute

of Certified Planners (AICP) in the future.

Pursuant to the recommendation of Mr. Tudor and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to schedule a public hearing on February 20, 2018 to receive public comment on the Commissioners' proposed adoption of the 2017 National Electrical Code, with local amendments, as recommended by the Board of Electrical Examiners.

Pursuant to the request of Public Works Deputy Director John Ross and upon a motion by Commissioner Church, the Commissioners voted 6-0, with Commissioner Mitrecic recusing himself from the discussion and vote due to a conflict of interests, to waive the standard bid process and to accept the contract from Delaware Elevator of Salisbury, Maryland at an annual fee of \$20,448 to provide monthly elevator inspections, maintenance, and repairs to continue to maintain eight County elevators. Mr. Ross confirmed that Delaware Elevator has been providing this service to the County since 1992, and the renewal contract reflects a 10% reduction in the cost of the prior annual fee of \$22,764, and establishing an annual rate increase of 5% rather than 7.5%.

Pursuant to the recommendation of Mr. Ross and upon a motion by Commissioner Elder, the Commissioners unanimously awarded the bid to Somerset Well Drilling of Westover, Maryland at a total cost of \$687,988 for construction of a three-pump system for the Mystic Harbour effluent discharge disposal connection, including pumps, piping, and operational controls needed to convey effluent from the Mystic Harbour Wastewater Treatment Plant (WWTP) to the Eagle's Landing Golf Course for reuse. The award of this bid is subject to approval by the United States Department of Agriculture (USDA), which provided a grant and low-interest loan funds for this project. Mr. Ross advised that the project should be complete in time to begin spraying treated effluent on the Eagles Landing Golf Course by summer 2018.

The Commissioners met with Mr. Ross to review the proposed Lewis Road Sewer Extension Project Preliminary Engineering Report, which includes three alternatives as follows: Alternative I - gravity collection system at a project cost of \$1,604,583, an annual cost of \$9,152, and present worth of \$1,769,305; Alternative II - pressure sewer system using grinder pumps and small diameter force main at a project cost of \$947,709, annual cost of \$19,380, and present worth of \$1,315,579; and Alternative III - a hybrid system between Alternatives I and II using a gravity sewer system but serving properties on the ends with grinder pumps to reduce pipeline depth at a project cost of \$1,272,699, annual cost of \$12,114, and present worth of \$1,555,384. The report also addresses non-monetary issues, such as system reliability and long-term operational concerns. Given these issues, Mr. Ross recommended Alternative I, noting that though it is the most expensive option, it provides the most reliable system, while minimizing annual maintenance costs, as there would be no grinder pumps to replace every five to seven years. Furthermore, he stated that the County may qualify for grant and loan funding through the USDA for the project costs, as it had for the project recently completed in Newark, while no funding would be available for ongoing maintenance.

Upon a motion by Commissioner Bertino, the Commissioners unanimously accepted the report and authorized staff to investigate potential funding sources for Alternative I to extend

sewer service to Lewis Road.

Pursuant to the request of Mr. Ross and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Purnell to sign the Newark Water Tower Antenna Space Lease Agreement for a five-year agreement, with the potential for four additional five-year renewals, which provides that Verizon will pay the County \$24,000 the first year, with annual increases of 2% each year thereafter for the term of the agreement.

In response to questions by Commissioner Bertino, Mr. Ross stated that Verizon may have interest in other County facilities, which may help to improve cell phone service in South Point and Assateague Island.

Pursuant to the recommendation of Emergency Services Director Fred Webster and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Purnell to sign the Memorandum of Understanding (MOU) between Wicomico County and Worcester County regarding the interoperability and sharing of system information to improve the efficacy of radio communications between responding public safety agencies.

The Commissioners met with Emergency Services Director Fred Webster to discuss his recommendation to reject the five bids received on December 4, 2017 for the provision of one Anritsu Master Land Mobile Radio Modulation Analyzer for Emergency Services, as all bids exceed the \$35,000 budget for this project. Commissioner Bertino made a motion to reject all bids, which he withdrew after determining that this piece of equipment is needed on a regular basis and would cost the County upwards of \$1,500 per week to rent. In response to a question by Commissioner Elder, Mr. Higgins advised that undesignated funds could be used to cover the \$2,155.20 shortfall in funding to purchase this needed piece of equipment. Following some discussion and upon a subsequent motion by Commissioner Bertino, the Commissioners voted unanimously to award the low bid, which met all specifications for the purchase of one Anritsu S412E LMR Master Land Mobile Radio Modulation Analyzer at a total cost of \$37,155.20, from Talley, Inc. of Santa Fe Springs, California.

Pursuant to the recommendation of Mr. Webster and upon a motion by Commissioner Bunting, the Commissioners unanimously rejected all bids for the purchase and installation of an audio-visual system for the third floor training room in the Worcester County Government Center in Snow Hill, as all bids (ranging from \$19,639 to \$91,313) exceeded the \$16,000 budget for this project. Mr. Webster stated that staff would reevaluate the audio-visual needs for the training room and present a modified bid package or perhaps an in-house solution for the Commissioners to consider at a future meeting.

Pursuant to the request of Mr. Webster and upon a motion by Commissioner Elder, the Commissioners unanimously agreed to waive the standard bid process and award the contract to supply and install a raised access, wood-paneled flooring system for the 911 Center to Bergvik North America, Inc. of Salisbury, Maryland, at a total cost of \$23,900. In response to a question by Commissioner Bunting, Mr. Webster stated that County staff will remove the current flooring, after which Bergvik will install the new system. In response to a question by Commissioner

Bertino, Mr. Webster advised that it will take a couple of months to renovate the 911 Center, during which time the 911 Center will operate at the backup center, which is located at the Fire Training Center in Newark, and in the event of some failure at that location, they would operate out of the County's second backup site, the Public Safety Building in Ocean City.

The Commissioners extended their sincere appreciation to County employees for their team approach to clearing County roads and properties of ice and snow during the recent winter storm. Those in attendance from Emergency Services and Public Works at the meeting included Public Works Deputy Director John Ross, Emergency Services Director Fred Webster and Assistant Director James Hamilton, Roads Superintendent Frank Adkins and Roads Supervisor Keith Berdan, Solid Waste Superintendent Mike Mitchell, Maintenance Superintendent Ken Whited and Maintenance Supervisor Michael Hutchinson.

Mr. Adkins stated that accomplishing this operation was only possible thanks to the dedication of the entire Public Works team who pitched in and worked across divisions to complete the monumental task of assuring safe passage for those traveling on County roads and accessing County properties. He also recognized Warden Donna Bounds and her team for providing hot meals to all the workers.

Mr. Whited thanked the Commissioners for their efforts during the annual budget process to assure Public Works crews have the equipment they need to provide clear, safe access to County buildings, and he thanked the Maintenance Crews, whom he recognized as unsung heroes, for working in frigid temperatures for hours on end shoveling snow and addressing heating concerns in County buildings.

The Commissioners met with Assistant Chief Administrative Officer Kelly Shannahan to review the proposed 2018 schedule of County-sponsored events and programs for Worcester County Government employees, which have been conducted over the past several years to improve morale and demonstrate the Commissioners' support and appreciation of County staff. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the following Worcester County Government Employee Appreciation events and programs for 2018: Night at The Shorebirds Friday, June 8, at 7:05 p.m., with free tickets available for each employee and additional tickets for family and friends sold for \$5 each, at a total County cost of \$1,000 (for 200 tickets), less income from ticket sales; Jolly Roger Day, Saturday, July 14, from 10:00 a.m. until 6:00 p.m., at no cost to the County, with wristbands available for purchase to County employees and their family and friends at \$12 per person for the day at Splash Mountain, with add-ons available, including 2-hour Go-Kart rides (\$12), Extreme Rides (\$12), Amusement Rides and Mini Golf (\$7) and/or Mini Golf (\$3); and the County Commissioners' Outstanding Employee Recognition Program at a total cost of \$1,200 annually, with the Commissioners randomly choosing a County staff member at each of the 24 meetings from those nominated by his or her department head or supervisor for exemplary County service to receive a \$50 gift card to a local restaurant, which is personally presented by the Chief Administrative Officer (and County Commissioners if they wish) along with a "Thank You" from the County Commissioners, with Public Information Officer Kim Moses to provide a write-up for each employee in the County Employees' Newsletter.

The Commissioners reviewed and discussed various board appointments.

Upon nominations by Commissioner Bertino, the Commissioners unanimously agreed to reappoint Cathy Gallagher to the Social Services Board and Donna Dillon to the Housing Review Board for three-year terms each expiring June 30 and December 31, 2020, respectively; reappointing Frederick Stiehl to the Water and Sewer Advisory Council for the Ocean Pines Service Area for a four-year term, which runs from January 1, 2017 to December 31, 2020, and Jim Rosenberg to the Local Development Council for the Ocean Downs Casino for a four-year term expiring December 31, 2021; and appointing Vanessa Alban to the Commission for Women for a three-year term expiring December 31, 2020, to replace Charlotte Cathell whose term expired.

The Commissioners adjourned for lunch.

The Commissioners conducted a salary work session to consider a proposal from Human Resources Director Stacey Norton to reclassify certain positions as Phase I of the Comprehensive Compensation Analysis and Action Plan. This plan was developed by Ms. Norton at the request of the Commissioners. Ms. Norton advised that the County continues to lose good employees to higher paying jobs and is having difficulty attracting qualified candidates to fill certain positions. She stated that the proposal before the Commissioners is the result of a comparison study that identified the hourly rate of 32 County positions against those of other surrounding employers. Furthermore, this study was developed as part of an effort to improve the County's recruitment and retention rates. With regard to the Phase I proposal, she identified the following priorities for reclassifications: ensure compliance with the minimum wage of \$9.25 per hour, which will increase to \$10.10 per hour on July 1, 2018; focus on the hourly positions with the highest turnover rate; focus on the lowest-paid positions, with a goal to compensate all staff at a minimum of Grade 8; and to compensate all hourly supervisors at a minimum of Grade 15. She then reviewed the proposal to reclassify the following positions: to Grade 7 - Document Imager I within the Treasurer's Office; to Grade 8 - Swim Aide within Recreation and Parks, Document Imager II and Accounting Clerk I within the Treasurer's Office, Custodial Worker I and Maintenance Worker I within the Maintenance Division, Library Services Assistant I within the Library, Welcome Center Greeter within Tourism, Roads Worker I within the Roads Division, Recycle Worker I and Transfer Station Attendant within the Solid Waste Division, and Maintenance Worker I within the Water and Wastewater Division (WWW); to Grade 9 -Document Imager III within the Treasurer's Office, Maintenance Worker II within both the Maintenance and WWW Divisions; to Grade 10 - Roads Worker II within the Roads Division and Maintenance Worker III within the Maintenance Division; to Grade 11 - Roads Worker III within the Roads Division and Building Maintenance Mechanic I within the Maintenance Division; to Grade 12 - Roads Worker IV within the Roads Division, and Maintenance Worker IV within the Maintenance Division; to Grade 13 - Roads Worker V within the Roads Division; to Grade 15 - Welcome Center Manager within Tourism, Grounds Crew Leader, Chief Custodian, and Building Maintenance Mechanic II within the Maintenance Division, Crew Leader, Construction Crew Leader, and Construction Expediter within WWW, Foreman within the Mosquito Control Division, Accounting Manager within the Treasurer's Office, Recreation Program Manager I and Parks Crew Leader within Recreation and Parks, Building Housing



Inspector/Plan Reviewer I within Development Review and Permitting (DRP), and Communications Clerk III within Emergency Services; to Grade 17 - Building Housing Inspector/Plan Reviewer II within DRP, and Building Maintenance Mechanic III within the Maintenance Division; and to Grade 20 - Benefits Manager within Human Resources. In conclusion, Ms. Norton requested an immediate reclassification for these positions based on each reclassified grade, with all employees to remain at their current Step, at an approximate cost of \$222,589 for 32 General Fund employees and an approximate cost of \$68,248 for seven Enterprise Fund employees, for a total Phase I implementation cost of \$290,837. She stated that these reclassifications can be funded in the current budget due to savings from employee retirements and vacant positions. She concluded that these reclassifications are separate from any Step or Cost of Living Adjustment (COLA), which may be requested in the FY19 budget, and staff will continue to evaluate and request additional reclassifications in the requested FY19 budget, as Phase II of the Comprehensive Compensation Analysis and Action Plan.

Commissioner Bunting agreed that the wages for lower-paying positions needs to be addressed, but stated there is no epidemic of people leaving the County, and it would not be responsible to spend \$290,000 now that might be needed at budget time. Furthermore, he emphasized that the Commissioners have worked to save money and reduce the cost of government through attrition, bringing on new employees at a lower salary than more experienced employees who retire or resign. In response to questions by Commissioner Bunting, Mr. Higgins advised that County staff have not begun to delve into the details of anticipated FY19 revenues and expenditures; however, current trends indicate that revenues and expenditures will remain parallel with the current fiscal year. He confirmed that two issues that will need to be addressed in the FY19 budget include the the escalator clause built into the Maintenance of Effort (MOE) budget for the Board of Education (BOE), and health benefit costs are expected to increase. He confirmed that the County is experiencing a high turnover rate in certain low-paying positions, including Maintenance Worker I's and Roads Worker I's, during the past six months, and a primary initiative in the FY19 budget will be to address salary disparities. Ms. Norton advised that 90 employees retired or resigned in FY17, and 46 have retired or resigned to date in FY18. She further stated that County staff were able to negotiate the health benefits increase for Carefirst down from 10% to 7% for FY18, and she anticipates a similar scenario in the coming year, with staff to provide the Commissioners with an actual cost estimate once that information is available.

Commissioner Elder questioned whether the current Grade and Step system will eventually become obsolete. In response, Assistant Chief Administrative Officer Kelly Shannahan agreed that the salary scale set up 20 + years ago needs to be overhauled in the future, but the proposal before them today was an attempt to phase-in the necessary changes at a total cost, which would be more affordable for the Commissioners to implement, rather than a wholesale revision, which would be cost prohibitive.

Commissioner Mitrecic stated that reducing salary costs through attrition works well, particularly when replacing high Grade positions; however, it does not work when the salaries for low Grade positions are so low that they cannot even attract candidates to fill those positions. He pointed out that the increases being considered are a step in the right direction, but that these increases do not address the full weight of the disparity, with the County experiencing wholesale losses in employees to other agencies. He pointed out that the crews who cleared the roads and

sidewalks during the recent snow storms were making roughly \$12.40 an hour, and he questioned how the County proposes to address future weather emergencies once these individuals retire or resign if they cannot attract new employees to maintain public safety.

Commissioner Lockfaw concurred with Commissioner Mitrecic, stating that the County also needs workers with Commercial Drivers Licenses (CDLs) to drive snow plows and operate other heavy machinery; however, County employees who are trained and certified at the cost of the County should be required to either remain in County employment for a certain period of time thereafter or be required to reimburse the County for all training costs. He also suggested the possibility of contracting private employers to provide snow removal services to avoid paying benefits and to reduce the need for CDL-certified employees.

Commissioner Bertino questioned why the County staff was bringing this proposal to them now instead of at budget time. He stated that he could perhaps support the implementation of such a proposal today, provided it does not take effect until FY19. In response to a question by Commissioner Bertino, Ms. Norton stated that all but one of the 30 Roads Division employees have their CDLs. Mr. Higgins advised that there is a 20 to 40% loss in productivity to advertise and train to replace lost employees, noting that it takes about two years to fully train someone and determine whether that individual is a good fit for their position.

Commissioner Church stated the old adage, "You get what you pay for." He also noted that the more competitive the wage, the higher the caliber of applicant the County will attract, as evidenced by the fact that surrounding employers are recruiting their own staff to leave County employment for higher wages elsewhere.

Commissioner Purnell pointed out that it was the Commissioners who asked staff to review salary studies and to provide them with recommendations to adjust County salaries accordingly after recognizing that several County salaries are not competitive with similar employers locally. Furthermore, she stated that the proposal before them today is a good one, and the Commissioners should adopt it or be prepared to continue losing good employees to higher paying jobs and experiencing service shortages resulting from vacant positions.

Commissioner Bunting expressed further concern that some of the reclassifications would result in salary increases as high as \$7,000 annually, which he felt is too much of an increase.

Commissioner Elder left the meeting.

The Commissioners made closing comments. Commissioner Bunting stated that it would not be wise to consider increasing salaries until budget time, when they have a clear picture of anticipated revenues and expenditures for FY19. Commissioner Bertino concurred, noting that this staff's proposal is a good one, and while he wants to act on it, he cannot do so apart from the FY19 budget. Commissioner Mitrecic stated that Phase I is a good start, but that the Commissioners should review the salary and benefit package comprehensively to determine how the County measures up against other big employers in the area. He reminded the Commissioners that the County is in the service business, and it is the County employees who make that service happen. He stated that they may be able to rely on private contractors to cut grass, but that public safety services, such as clearing ice and snow from County roads, should remain firmly under County control. Commissioner Purnell stated that the Commissioners asked Ms. Norton more than once to bring them recommendations to correct salary inequities, and approving Phase I today would be a good step toward doing just that. Commissioner Church expressed concern that the Commissioners spent more money today to replace flooring in Emergency Services and other

projects than they are proposing to spend to provide fair compensation for County employees in Phase I, and he urged his fellow Commissioners to adopt the proposal before them today.

Following much discussion, a motion by Commissioner Church to approve the Phase I reclassifications as presented failed 3-3, with Commissioners Church, Mitrecic, and Purnell voting in favor of the motion and Commissioners Bertino, Bunting, and Lockfaw voting in opposition.

The Commissioners answered questions from the press.

Following a motion by Commissioner Bunting, seconded by Commissioner Mitrecic, with Commissioner Elder absent, the Commissioners unanimously voted to meet in closed session at 2:00 p.m. in the Commissioners' Conference Room to discuss legal matters permitted under the provisions of Section 3-305(b)(7) of the General Provisions Article of the Annotated Code of Maryland and to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; and Kim Moses, Public Information Officer. Topics discussed and actions taken included consulting with counsel to obtain legal advice.

The Commissioners adjourned to meet again on February 6, 2018.

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

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



OFFICE OF THE COUNTY COMMISSIONERS

### Morcester County

GOVERNMENT CENTER ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

### PROCLAMATION

WHEREAS, we recognize the strength of the African American people, who awoke a sleeping nation to the truth that "All men are created equal, that they are endowed by their Creator with certain unalienable rights," and

WHEREAS, we honor African-Americans from the Eastern Shore, including historic figures, like Isaiah "Uncle Zear" Fassett who was born into slavery in Berlin in 1844, gained his freedom and joined the ranks of the Union Army, to contemporary leaders, like Gabriel Purnell and James L. "Jim" Purnell, Jr. who were part of a team whose federal lawsuit resulted in the abolishment of the at-large system of electing individuals to public offices in Worcester County and the development of district voting, which hinged on maintaining a majority minority district. In 1995 Jim Purnell was elected under that new system and became the first African American elected to serve as a Worcester County Commissioner.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim February 2018 as **Black History Month** and encourage citizens to reflect upon the achievements of African-Americans.

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



Diana Purnell, President

Theodore J. Elder, Vice President

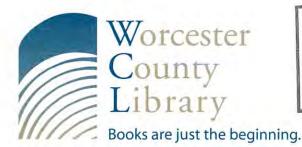
Anthony W. Bertino, Jr.

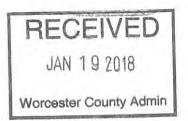
Madison J. Bunting, Jr.

James C. Church

Merrill W. Lockfaw, Jr.

Joseph M. Mitrecic Citizens and Government Working Together HAROLD L. HIGGINS, CPA CHIEF ADMINISTRATIVE OFFICER MAUREEN F.L. HOWARTH COUNTY ATTORNEY







To: Harold Higgins, Chief Administrative Officer

From: Jennifer Ranck, Library Director

Date: January 19, 2018

Re: New Berlin Library Change Notification Request for Approval

Enclosed are several Change Notification to Owner (CN) requests for the Berlin Branch Library project:

| CN No. | Description  | Cost Change | Par  |
|--------|--|-------------|------|
| 18     | Building Security Deleted Equipment                            | (\$282)     | 2    |
| 27     | Revised floor plan and details at Circulation Desk & Work Room | \$283       | 8    |
| 28     | Revision of GWB Ceilings at restrooms                          | \$3,312     | _ 24 |
| 30     | Video Eye People Counter Installation                          | \$742       | _ 32 |

CNO 18 is a reduction of \$282 resulting from the final arrangement of security equipment.

CNO 27 is a request from the library staff to install a set of drawers at the circulation desk and reconfigure the entrance to staff work to improve workflow. To help offset the cost, the workroom table has been removed and staff will use existing furniture.

CNO 28 is a request to change the second floor restroom ceilings from a drop removable tile ceiling system to a solid drywall surface. Other library branches have experienced misuse in the restrooms which includes lifting and tampering with the removable tiles. This change will mitigate tampering with ceiling tiles and add an additional level of security to the building. There is a 3 day schedule increase associated with this change for this activity.

CNO 30 will permit the installation of a people counter in the lobby of the building. All branch libraries maintain usage statistics to help the library better allocate resources and provide adequate staffing. This device was not included in the original design.

I am also pleased to inform you that the Worcester County Library Foundation recently made an additional \$25,000 contribution to the Worcester County to cover a portion of the FFE budget and may be used to help with the overall budget.

Including these Change Requests, the contract price with Whiting Turner will be \$4,826 below original award with a new total of \$6,245,174.

Thank you for your consideration of these requests. Please contact me if you have any questions (jranck@worcesterlibrary.org).

Attachments Copy: Bill Bradshaw, County Engineer

> Worcester County Library · 307 N Washington St · Snow Hill, MD · 410-632-2600 · fax: 410-632-1159 www.WorcesterLibrary.org

|   | NG-TURNER  |  |  |   | The Whiting-Turn<br>100 West Main  | er Contracting Company<br>St., , Salisbury, MD 21801<br>3253 Fax: (410) 677-3259 |
|---|--|--|--|---|--|--|
| Proje   | act: New Berl<br>13 Harrison<br>Berlin, MD   |  |  | 1   | W-T job Number:<br>Date:<br>CN Number:   | 015912<br>08/29/2017<br>000018   |
| То:   | Worcester (<br>One West M<br>Snow Hill, M  | larket Street  |  | From:   | Project Area:<br>Adam Leonard<br>The Whiting-Tumer Contrac<br>100 West Main St.<br>Salisbury, MD 21801 | Building Security<br>ting Company  |
| REAS<br>SOUF<br>SCOP<br>CONT<br>RELA<br>AUTI<br>WT RE<br>COST/S | RCE:<br>PE OF WORK:<br>TRACTORS AF<br>TED OBJECTS<br>HORIZATION<br>QUESTS AUTHO<br>SCHEDULE IMPA | FECTED: Absolute Sect  | irity Devices deleted by W<br>urity Group, Inc.<br>TH THE CHANGES DESCRI   | BED ABOVE                                     |  |  |
|   | <u>-\$ 282.00</u><br>DULE: X   | NO IMPACT<br>POSSIBLE IMPACT - WT<br>IMPACT TO SCHEDULE /      | +  | ract ve De                                    |  |  |
| 1   |  | N:<br>ORIGINAL FILE<br>OWNER/OWNER REP.<br>ARCHITECT<br>LENDER | X       PRICE ONLY - DO N         PROCEED AND CON         PROCEED FOR NTE         PROCEED FOR LUM         PROCEED FOR LUM         PROCEED (NO IMPA         PROCEED AND PRIC         CANCEL         REJECTED         Other: | NFIRM COST<br>COST (NDI<br>IP SUM COS<br>ACT) | CATED ABOVE  | νED  |

OWNER'S REPRESENTATIVE

DATE

| DATE: 08/29/2017<br>PROJECT AREA: Building     | Security   | JOB NO: 015912<br>CN NO: 000018 |                              |
|--|--|---------------------------------|------------------------------|
| <b>Vendor</b><br>Absolute Security Group, Inc. | <b>Description</b><br>Absolute Security - Credit for interior and exterior<br>security system horn and strobe devices removed<br>from the project per the Owner's request. |                                 | Billing Amount<br>-\$ 282.00 |
|  |  | Total Cost of this work:        | -\$ 282,00                   |
| APPROVAL:                                      | APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST  | FOR THIS WORK:                  |                              |
| PROPOSAL AMOUNT:                               | -\$ 282.00   |                                 |                              |
| OWNER CHANGE REF:                              |  | am Leonard                      | 1/18/18                      |
| DATE:  |  | NG-TÜRNER REPRESENTATIVE        | DATE                         |
|  | APPROVED BY:   |                                 |                              |
|  | OWNE   | R'S REPRESENTATIVE              | DATE                         |

.

300 Mill St. Suite A Salisbury MD. 21801 Phone (410)860-0620 Fax (410)-543-4460 www.absolutesecuritygroup.com



PIRRALATIMS - BURGLAR ALARMS + CAMERAS - ACCESS CONTROL

### L'ARM INSTALLATION, SCHEDULE

13th day of (Sept.) (2017 between Absolute Security Group Inc. The Alarm Installation Schedule made this hereafter referred to as the "Contractor" and Whiting and Turner - WCBL PROJECT / BERLIN, MD. hereafter referred to as the "Subscriber" is subject to all the terms and conditions in the Subscriber contract or subscriber Alarm Lease Contract to be signed by Subscriber before Contractor performs the installation. All Labor, Services and Equipment at locations determined by Contractor shall be supplied at the premise of the Subscriber as described herein: SECURITY INSTALLATION

#### INTERIOR, EXTERIOR AND STROBE DEDUCTION

2- INTERIOR SIREN - MODEL WAVE 2

2- EXTERIOR SIREN W/ CLEAR STROBE - PART# OE-OUTDSIRSC

2- SINGLE STROBE LIGHT - PART# SL-401 CLEAR

\* DEDUCTION COST OF \$282.20

#### OPTIONS

| INSTALLATION                     | INSTALLATION COST<br>DEPOSIT AMOUNT<br>BALANCE AT INSTALL |       |
|----------------------------------|---|-------|
| INSTALLATION                     | 24 HOUR MONITORING  |       |
| ABSOLUTE SECURITY GROUP INC.     | SUBSCRIBER  |       |
| STEPHEN T. SMITH V.P.            |   |       |
| SECURITY CONSULTANT<br>9/13/2017 | ACCEPTED BY   | TITLE |
| DATE<br>THIS SCHEDULE IS NOT     | DATE PHONE<br>BINDING UNLESS ACCEPTED BY CON              |       |

|  | G   | IPE ASSOC  | IATES, INC.  |  |
|--|---|--|--|--|
|  |   | 8719 BROO  |  |  |
|  |   | P.O.BO   |  |  |
|  |   | EASTON, 1  |  |  |
| WORK ORDER # 15040   |   | 410-822  | 2-8688   |  |
| WORK ORDER # 15040   |   |  |  | SUBMITTAL NO: E-11R1   |
| PROJECT NAME: WC   |   |  |  |  |
| SUBMITTAL NAME: 281  |   | NDEIECI  | ION SYSTEM PD SD   |  |
| DATE:  | N/A   | BY:  | N/A  | (MECHANICAL ENG.)  |
| DATE:  | 09-20-2017  | BY:  | KATE KELLY   | (ELECTRICAL ENG.)  |
| INFORMATION GIVEN IN THE CO<br>FABRICATION PROCESSES, SEQ<br>CONSTRUCTION SAFETY PRECA | ONTRACT DOCUMENTS AN<br>DUENCE OF WORK, CONS<br>UTIONS, ALL OF WHICH A<br>DRAWINGS (OR THE ABSE | D DOES NOT II<br>STRUCTION MI<br>RE THE RESPO<br>INCE OF CORRI | NCLUDE REVIEW OF QUANTI<br>ETHODS, COORDINATION W<br>NSIBILITY OF THE CONTRAC<br>ECTIONS AND COMMENTS) D | T AND GENERAL COMPLIANCE WITH THE<br>TIES, DIMENSIONS, WEIGHTS OR GAUGES,<br>ITH THE WORK OF OTHER TRADES, OR<br>TOR. CORRECTIONS OR COMMENTS MADE<br>URING THIS REVIEW IN NO WAY RELIEVES |
|  |   | ACTIO  | N  |  |
| REVIEWED AND APP   | PROVED  |  | X APPROVED   | O AS NOTED   |
| REJECTED   |   |  | REVISE & I   | RESUBMIT   |
| RESUBMIT AS SPECIE   | FIED  |  | RESUBMIT   | FOR RECORD ONLY  |
| FOR INFORMATION (  | ONLY  |  |  |  |
|  | SU  | BMITTAL C  | COMMENTS   |  |

- 1. All interior and exterior sirens and strobe lights should be removed from project, per Owner's request. Please remove corresponding product data from submittal.
- 2. Floor plans do not have interior cameras highlighted. Please confirm interior cameras are being provided.
- 3. Submittal does not include product data for video surveillance system components, including but not limited to NVR, software, UPS, IP video decoder, display monitor, PoE switch, cabling, etc. Please submit product data for video surveillance as a separate submittal under Section 282300.

PROCESSED BY: <u>Michele McLarty</u>



### THE DESIGN GROUP

Billion and Marcal Million in State and S

## Jeff Schoellroff, Architect

Job: Worcester County Berlin Library

Date Received: 9/9/17

Reviewed: 9/20/17

Submittal Number: 281600-01.1 Resubmittal: 1

Submittal Description: Intrusion Detection System

| Reviewed               | Rejected               |
|------------------------|------------------------|
| Revise and Resubmit    | X Furnish as Corrected |
| Not Required by the Co | ntract Documents       |

This Review is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. Contractor is responsible for confirming and correlating all

quantities and dimensions at the job site; for information that pertains solely to the fabrication process or to techniques of construction; and for coordinating their work, that of all other trades, and performing all work in a safe and satisfactory manner.

THE DESIGN GROUP—Jeff Schoellkopf, Architect

1. Please see Gipe review attached.

COPY TO Bill Bradshaw, PE Michele, McLarty, Gipe

SIGNED: Jeff Schoellkopf, AIA, LEED AP

Environmentally Responsible Architecture, Planning, and Interior Design

|  | <u> </u>  |   | GIPE ASSOCIA<br>8719 BROOK<br>P.O.BOX<br>EASTON, MI                        | 5 DRIVE<br>1147<br>D 21601   |  |
|--|---|---|--|--|--|
| PROJECT  |   | ORCESTER COUN<br>1600-01 INTRUSIO   |  | BRARY  | SUBMITTAL NO: E-11   |
| 1  | DATE:<br>DATE:  | N/A<br>08-21-2017   | BY:<br>BY:   | N/A<br>KATE KELLY  | (MECHANICAL ENG.)<br>(ELECTRICAL ENG.)   |
| INFORMATION<br>FABRICATION<br>CONSTRUCTIO  | GIVEN IN THE C<br>PROCESSES, SE<br>N SAFETY PRECA<br>IED TO THE SHOL                  | ONTRACT DOCUMENTS<br>QUENCE OF WORK, CO<br>UTIONS, ALL OF WHICH<br>P DRAWINGS (OR THE AB  | AND DOES NOT INC<br>INSTRUCTION MET.<br>ARE THE RESPONS<br>SENCE OF CORREC | LUDE REVIEW OF QUANT<br>HODS, COORDINATION W<br>IRILITY OF THE CONTRAC   | T AND GENERAL COMPLIANCE WITH TH<br>TIES, DIMENSIONS, WEIGHTS OR GAUGE<br>ITH THE WORK OF OTHER TRADES, O<br>TOR. CORRECTIONS OR COMMENTS MAD<br>URING THIS REVIEW IN NO WAY RELIEVE |
|  |   |   | ACTION   |  |  |
| REVIE  | WED AND AP  | PROVED  |  |  | D AS NOTED   |
| REJEC  |   | · · ·   |  | X REVISE &   |  |
|  | BMIT AS SPEC  |   |  | L] RESUBMI   | FOR RECORD ONLY  |
| Secu   | rity, Gipe Asso   | ciates, Inc. review th  | e submitted secu   | based on a value engin<br>ity system for general<br>ent from those specifie  | eered system as proposed by Absolu<br>conformance with design requiremend.   |
|  | nit intrusion de  | tection system shop o   | Irawings, per Spe  | cification Section 2810  | <b>0</b> 0-1.7.A.  |
| 🗸 2. Subn  |   | ition switches annear   | to be suitable for   | steel doors only. Mos  | doors in project are wood. Please  |
| ( 3 Subr   | nitted door pos<br>linate door pos  | ition switch type with  | n door schedule l  | ocated on Contract Dra   | wing Ad. I KECCOSO - CAS   |
| J. Subn<br>coore   | linate door pos   | ition switch type with  | 1 door schedule h  | ocated on Contract Dra   | shop drawings and installer.   |
| 3. Subn<br>coord<br>4. Coord   | linate door pos<br>dinate installat   | ition switch type with  | n door schedule h<br>erable windows  | ocated on Contract Dra<br>with approved window   |  |
| 3. Subn<br>coord<br>4. Coord   | linate door pos<br>dinate installat   | ition switch type with  | n door schedule h<br>erable windows  | ocated on Contract Dra<br>with approved window   | shop drawings and installer.   |
| 3. Subn<br>coord<br>4. Coord   | linate door pos<br>dinate installat   | ition switch type with<br>ion of contacts for op<br>es two different temp   | erable windows<br>erature sensors.   | ocated on Contract Dra<br>with approved window   | shop drawings and installer.   |
| <ul> <li>3. Subn coord</li> <li>4. Coord</li> <li>5. Prod</li> <li>8. Prog</li> </ul>                                    | dinate door pos<br>dinate installat<br>uct data include<br>ram dialer for s           | ition switch type with<br>ion of contacts for op<br>es two different temp<br>security system to rep   | erable windows<br>erature sensors.   | Note that the second se | shop drawings and installer.<br>ture sensors without display.<br>requirements per 281600-1.6.K.  |
| <ul> <li>3. Subricord</li> <li>4. Coord</li> <li>5. Prod</li> <li>8. Prog</li> <li>9. Parti</li> <li>10. Prog</li> </ul> | dinate door pos<br>dinate installat<br>uct data include<br>ram dialer for s<br>how AC | ition switch type with<br>ion of contacts for op<br>es two different temp<br>security system to rep<br>recently system to rep<br>recently system to rep<br>recently system to rep<br>recently system to rep | erable windows<br>erature sensors.   | Notated on Contract Dra<br>with approved window<br>Please provide tempera<br>Donitoring per Owner's<br>Monitoring per Owner's<br>Monitoring per Owner's  | shop drawings and installer.<br>ture sensors without display.<br>requirements per 281600-1.6.K.  |

| WHITING | TURNER                                    |  |  |   |                       | <b>The Whiting-Tu</b><br>100 West Ma  | Notification to Owner<br>urner Contracting Company<br>ain St., , Salisbury, MD 21801<br>577-3253 Fax: (410) 677-3259 |
|---------|---|--|--|---|-----------------------|---|--|
| Projec  | t: New Berli                              | in Branch Library  |  |   | ۱                     | N-T Job Number:   | 015912   |
|         | 13 Harrison                               |  |  |   |                       | Date:   | 12/29/2017   |
|         | Berlin, MD                                | 21811  |  |   |                       | CN Number:  | 000027   |
|         |   |  |  |   |                       | Project Area:   |  |
| То:     | Worcester C<br>One West M<br>Snow Hill, M | arket Street   |  | F   | rom:                  | Adam Leonard<br>The Whiting-Turner Cont<br>100 West Main St.<br>Salisbury, MD 21801 | tracting Company   |
| DESCR   |   | SKA-18 - Revisions at Ci   | rculati  | on Desk and Workroom  |                       |   | · · · · ·  |
| REASO   |   | Owner Request  |  |   |                       |   |  |
| SOUR    | CE:                                       | Owner  |  |   |                       |   |  |
|         | OF WORK:                                  |  | ork ro   | om entrance door, revised   | d circul              | ation desk details, revisec   | l casework layout, revised   |
|         |   | <ul> <li>06B Cabinetry Unlimit<br/>CREDIT - Eliminate<br/>ADD - Drawer unit<br/>REVISE Casework &amp;</li> <li>08A Salisbury Door &amp; H<br/>Reverse swing of o<br/>Change Swing of 1</li> <li>26A Nickie Electric</li> </ul> | ed:<br>to cira<br>& Cour<br>lardwa<br>ioor 1<br>.14A p | Table<br>culation desk<br>nter as shown on attache  | d sketc               |   | ation.   |
|         | ACTORS AF                                 | FECTED: Cabinetry Uni<br>K.B. Coldiron<br>Nickle Electric<br>Salisbury Doc   | Inc.<br>cal Co   | mpanies   |                       |   |  |
| WT REQ  |   | I<br>RIZATION TO PROCEED WI<br>CT WILL BE AS FOLLOWS:  | IT <b>H T</b> H  | energiam disease of these processing the second states of the   | and the second second |   |  |
| Cost:   | \$ 283.00                                 |  |  | Funding: Owner Cha  | ange C                | Order   |  |
| SCHED   |   | NO IMPACT<br>POSSIBLE IMPACT - WT<br>IMPACT TO SCHEDULE /  |  |   |                       |   |  |
| OWNER   |   | l:   |  | PRICE ONLY - DO NOT P<br>PROCEED AND CONFIRM  |                       | D UNTIL PROPOSAL IS APP   | PROVED   |
| DISTRI  |   | ORIGINAL FILE<br>OWNER/OWNER REP.<br>ARCHITECT<br>LENDER   |  | PROCEED FOR NTE COS<br>PROCEED T&M<br>PROCEED FOR LUMP SU<br>PROCEED (NO IMPACT)<br>PROCEED AND PRICE<br>CANCEL<br>REJECTED | t indic               | CATED ABOVE   |  |

OWNER'S REPRESENTATIVE

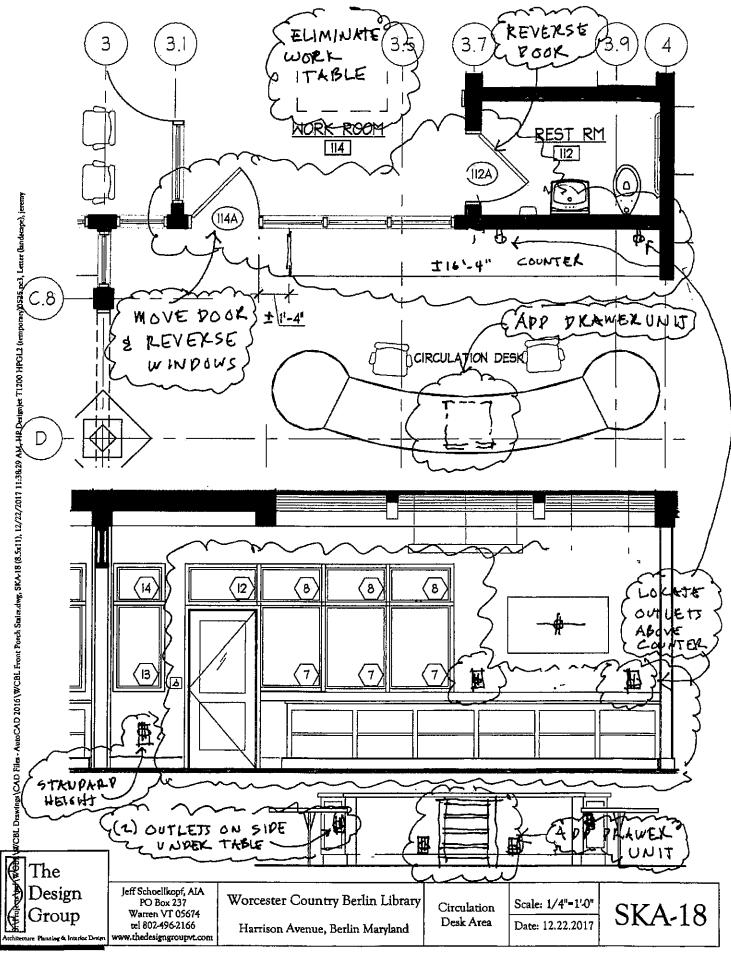
DATE

#### COST BREAKDOWN Sec. Sol DATE: 12/29/2017 015912 **JOB NO: PROJECT AREA:** 000027 CN NO: Vendor Description **Budget Code Billing Amount Cabinetry Unlimited** Cabinetry Unlimited - COR dated 1/08/18 - Revisions 015912.06B0000.06402300.S -\$ 1,687.00 per SKA-18. Delete work room table. Add drawer unit at circulation desk. K.B. Coldiron Inc. KBC - COR #17051-05 dated 1/09/18. Change 015912.06A0000.06010000.S \$ 1,949.00 framing at Room 114 window wall to allow for new door location per attached sketch. Includes all framing materials and fasteners. Nickle Electrical Companies NEC - Coordinate receptacle and data outlet 015912.26A0000.26010000.S \$ 0.00 locations with revised wall framing per SKA-18. No cost. Salisbury Door & Hardware Salisbury Door - Reverse swing of door 112A and 015912.08A0000.08100000.S \$ 0.00 change swing of 114A per attached sketch SKA-18. No cost. Mark-Ups: 1.0 P&P Bond 015912.9000000.92100000.X \$ 2.00 2.0 General Liability 015912.9000000.90100000.X \$ 3.00 3.0 Builder's Risk Ins. 015912,9110000.91100000.X \$ 2.00 4.0 CM Fee (OH + Profit) 015912.9300000.93000000.F \$ 14.00 **Total Cost of this work:** \$ 283.00

#### **APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

| PROPOSAL AMOUNT:  | \$ 283.00 |               | ·                             |         |
|-------------------|-----------|---------------|-------------------------------|---------|
| OWNER CHANGE REF: |           | SUBMITTED BY: | Adam Leonard                  | 1/16/18 |
| DATE:             |           |               | WHITING-TURNER REPRESENTATIVE | DATE    |
|                   |           |               |                               |         |
|                   |           | APPROVED BY:  | OWNER'S REPRESENTATIVE        | DATE    |



ID

### K. B. COLDIRON, INC.

PO BOX 297 FRANKFORD, DELAWARE 19945

302-436-2611 302-436-4224 FAX 302-436-4260

TO: The Whiting Turner Contracting Co. 100 W. Main Street Salisbury MD 21801

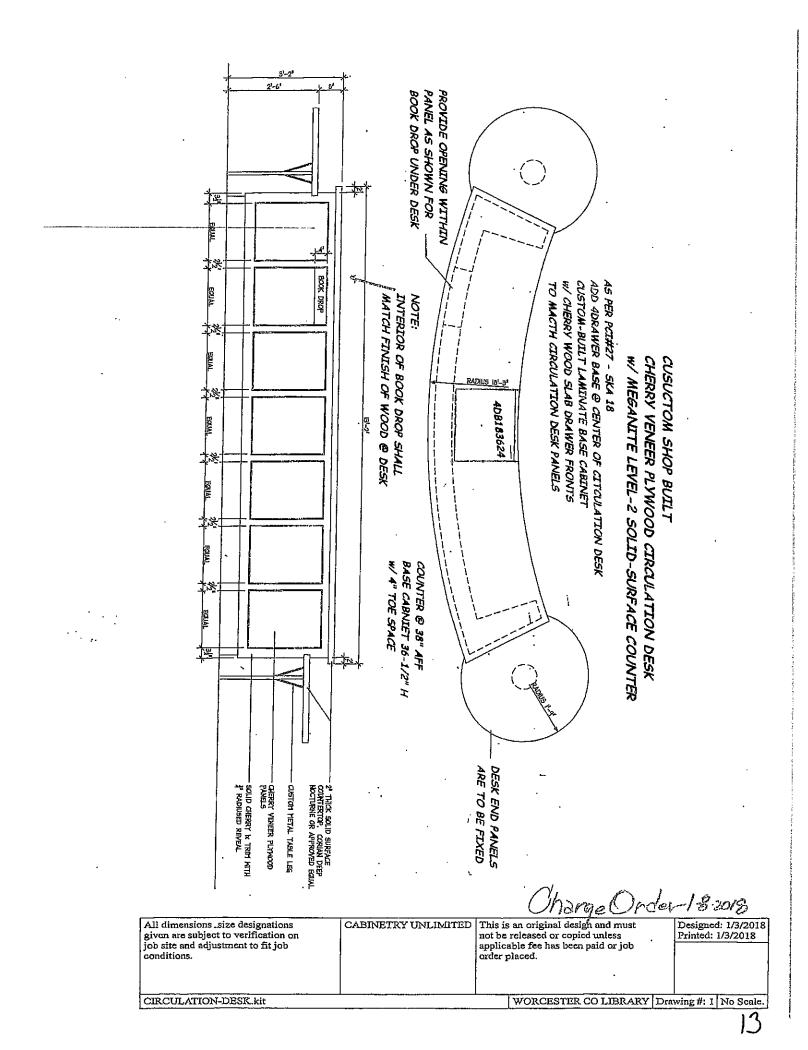
### **CHANGE ORDER**

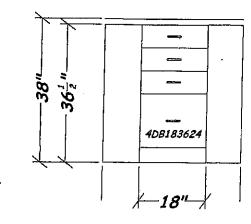
Number: 17051-05

| REQUESTED BY:         | LS 1/09/18                |
|-----------------------|---------------------------|
| JOB NAME/LOCATION     |                           |
| Worch. Cty Library    | / – Berlin Branch         |
| JOB NUMBER            | JOB PHONE                 |
| 17051                 |                           |
| EXISTING CONTRACT NO. | DATE OF EXISTING CONTRACT |
| 17051                 | 7/13/17                   |
|                       | ' · ·                     |

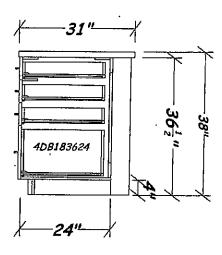
| We hereby agree to make the change(s) speci   | fied below        | :   |                            |
|---|-------------------|---|----------------------------|
| Per PCO# 27:<br>Change Framing at Room 114 Window<br>We will: Supply and Install all 2 x 6 Fra  |                   |   | on.                        |
|   |                   | Material & Labor Cost:<br>5% Mark Up:<br>3% Handling: | 1,801.80<br>90.09<br>56.76 |
| NOTE: This Change Order become  | s part of an      | d in conformance with the existing                    | contract.                  |
| WE AGREE hereby to make the change  | (s) specifie      | d above at this price                                 | \$ 1,948.65                |
| DATE  | PRE               | VIOUS CONTRACT AMOUNT                                 | \$ 834,498.55              |
| AUTHORIZED SIGNATURE (CONTRACTOR)   | RE                | EVISED CONTRACT AMOUNT                                | \$ 836,447.20              |
| ACCEPTED – The above prices and specifications<br>Change Order are satisfactory and are hereby accepte<br>work to be performed under same terms and conditio<br>specified in original contract unless otherwise stipula | ed. All<br>ons as | Date of acceptance:<br>Owner's Signature              |                            |

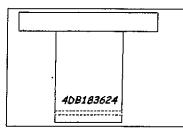
|  |  | G                 | nange (                          | Jraer                  |                    |                    |
|--|--|-------------------|----------------------------------|------------------------|--------------------|--------------------|
|  |  |                   |                                  | MITED LLC              |                    |                    |
|  |  |                   | OOSIER ST, P<br>CBYVILLE, DE.    |                        |                    |                    |
|  |  | 0.01              | (302) 436-8                      |                        |                    |                    |
|  |  |                   |                                  | ATE                    | · · · · · · ·      | S70 #              |
| · · · · · · · · · · · · · · · · · · ·  |  |                   |                                  | 1/08/2018              |                    |                    |
|  |  |                   |                                  | OB NAME                | LIBRARY            |                    |
| •  |  |                   | J.                               | OB LOCATION            |                    | 4D                 |
| WE HEREBY SUBMIT SPE   | CIFICATIONS                                      | nd ESTIMAT        | TES: AS PER A                    | ERLIN BRANCH           | TOV LINIT TATT     | AD                 |
| TO SUPPLY, DELIVER, IN   | STALL CASEWO                                     | ORK and COU       | NTERS                            |                        | INT UNLLANCE       | EU DRAWINUS        |
| CU CUSTOM SHOP-BUILT   |  |                   |                                  | V DESK                 | ·                  |                    |
| w/ MEGANITE LEVEL-2 S  |  |                   |                                  |                        |                    |                    |
| CU CUSTOM SHOP-BUILT   |  |                   |                                  |                        |                    |                    |
| CHERRY WOOD-EDGE and   | SELFEDGE LAN                                     | INATE COU         | NTERS W/ STA                     | NDARD FINISH W         | ILSON-ART L        | AMINATE            |
| (LAMINATE COUNTERS W   | / SINKS TO BE                                    | PLYWOOD (         | CORE. ALL SIN                    | JKS and FITTINGS       | SUPPLIED BY        | OTHER)             |
| ALL DIMENSIONS APPRO.  |  |                   |                                  |                        |                    |                    |
| CHANGES TO DRAWINGS  | and / or FINIS                                   | SH SELECTIC       | ONS MAY REQU                     | IRE APPROVED CH        | ANGE ORDER.        |                    |
| REVISED 1-3-2018 PER<br>PCI#27-SKA18   | CACEWODY   | <i></i>           | MD TAX ON                        |                        |                    | ADD /              |
| BREAK RM 113   | CASEWORK   |                   |                                  | INSTALLATION           |                    | DELETE             |
|  | \$1,831.51                                       | \$452.20          | \$137.02                         |                        | \$2,724.83         |                    |
| CIRCULATION RM 101A  | \$8,282.25                                       | \$7,469.84        | \$945.13                         | \$869.58               | \$17,566.80        | \$935.76           |
| COPY STATION 101B  | \$811.54   | \$306,93          | \$67.11                          | \$147.42               | \$1,333.00         |                    |
| HISTORY RM 209   | \$6,185.21                                       | \$1,511.04        | \$461,78                         | \$915.80               | \$9,073.83         |                    |
| KITCHEN 214  | \$2,637.13                                       | \$1,107.38        | \$224.67                         | \$484.70               | \$4,453.88         |                    |
| REST RMS 212 and 213   | \$1,008.26                                       | \$647.96          | \$99.37                          | \$280.80               | \$2,036.39         |                    |
| WET PROJECTS RM 118  | \$865.44   | \$481.72          | \$80.83                          | \$203.90               | \$1,631.89         |                    |
| DELETE WORK TABLE RM 1   | 14   |                   | <u> </u>                         |                        |                    | -\$2,622.85        |
|  | CASEWODK   | COUNTED           | MD TAX ON                        |                        |                    |                    |
|  | CASEWORK   |                   |                                  | INSTALLATION           |                    | TOTAL              |
|  | \$21,021.34                                      | \$11,977.07       | \$2,015.90                       |                        |                    | CHANGES            |
|  |  |                   |                                  | D GRAND TOTAL          | <u>\$38,820.61</u> | -\$1,687.09        |
| APPICABLE FEDERAL, STATE<br>EEMENT WILL BE DONE AT TH  | IE EXPENSE OF 1                                  | FILL BE ADI       | DED. ANY CHANG<br>FR             | GES MADE AFTER TH      | IE EXECUTION       | OF THIS            |
|  |  |                   |                                  | he above specification | ns, for the sum of |                    |
| ty Eight thousand e  | ight hundre                                      | d twenty          | .61/100                          | DOI                    | LLARS (\$          | 38,820.6           |
| ment to be made as the second to be made as the second sec |  |                   |                                  |                        |                    |                    |
| ISCOUNT TEN DAYS FROM TH<br>CHASER IS RESPONSIBLE FOR  | R ALL COST OF C                                  | OLLECTION C       | AYS. 2% FINANC<br>DE PAST DUE AM | E CHARGE PER MO        |                    | INTS OVER 30 DAYS. |
| JNT DUE.   |  |                   |                                  |                        | /                  |                    |
| ERIAL IS GUARANTEED TO BE AS SPECIFIED, J<br>ES, ANY ALTERATION OR DEVIATION FROM AS   | ALL WORK TO BE DONE IN                           | A WORKMAN LIKE MA | NNER ACCORDING TO ST             |                        | 1/ 1/              | /                  |
| V ORDERS, AND WILL BECOME AN EXTRA CHAP<br>, ACCIDENTS ORDELAYS BEYOND OUR CONTR   | ige over and above the<br>OL. Owner to carry fir | FESTIMATE ALL AGO | FENENTS CONTINUES IT             | DON                    |                    | m                  |
| S ARE FULLY COVERED BY WORKMEN COMPE   | NSATION INSURANCE.                               |                   | I I EN HEGOMAT INSURANC          |                        | Dieter Baier       | <u>,</u>           |
|  |  |                   |                                  | NOTE: TH               | IIS PROPOSAL I     | MAY BE WITHDRAWN   |
|  |  | ····              | - 1                              | BY US IF               | NOT ACCEPTED       | WITHIN 30 DAYS     |
| changes are satisfactory   | and are hereb                                    | v accented        |                                  | GNATURE:               |                    |                    |
| are authorized to do the   | work as speci                                    | fied. Payme       | nt                               |                        |                    |                    |
| be made as outlined -  |  |                   | 1                                |                        |                    |                    |
| be made as outlined abore of ACCEPTANCE:   | ve   | ·····             |                                  | GNATURE:               |                    |                    |





۰.



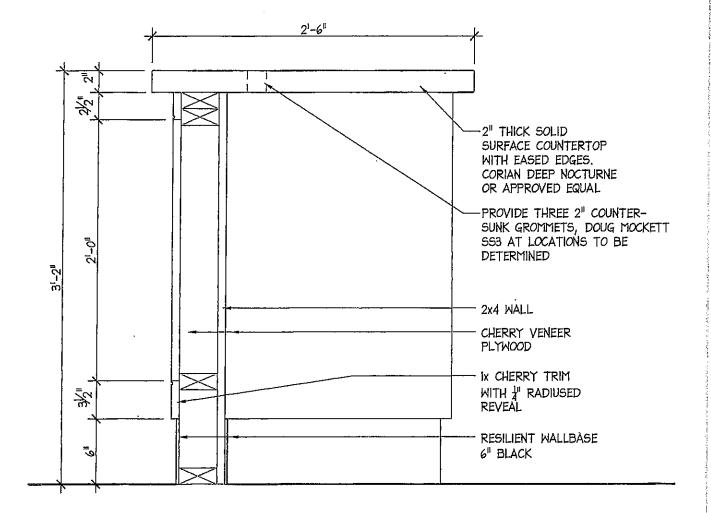


AS PER PCI#27 - SKA 18 ADD 4DRAWER BASE @ CENTER OF CITCULATION DESK CUSTOM-BUILT LAMINATE BASE CABINET W/ CHERRY WOOD SLAB DRAWER FRONTS TO MATCH CIRCULATION DESK PANELS

COUNTER @ 38" AFF BASE CABNIET 36-1/2" H w/ 4" TOE SPACE

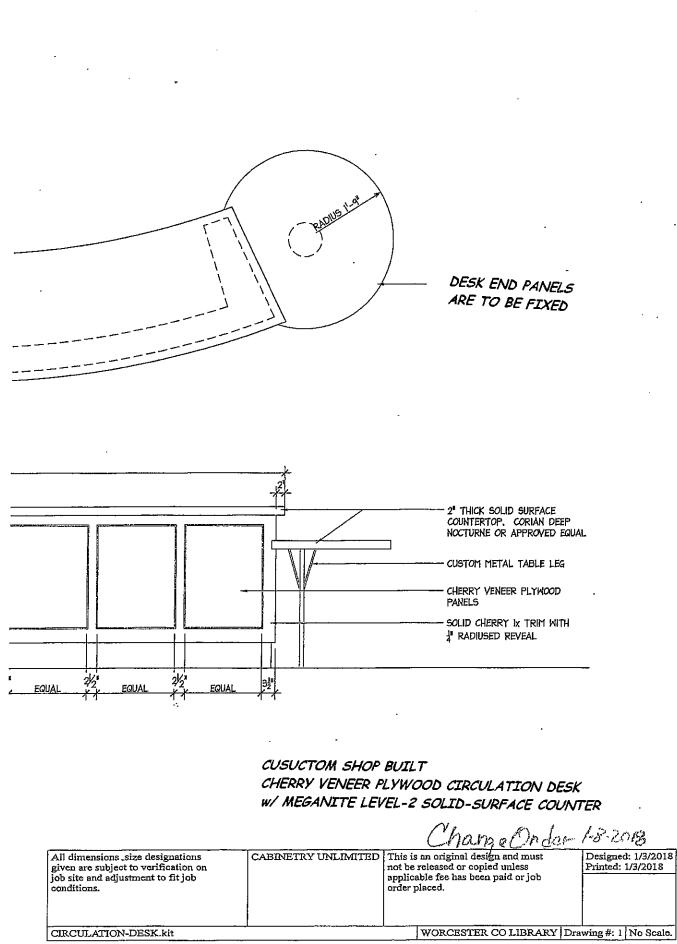
CUSTOM SHOP BUILT CHERRY VENEER PLYWOOD CIRCULATION DESK w/ MEGANITE LEVEL-2 SOLID-SURFACE COUNTER

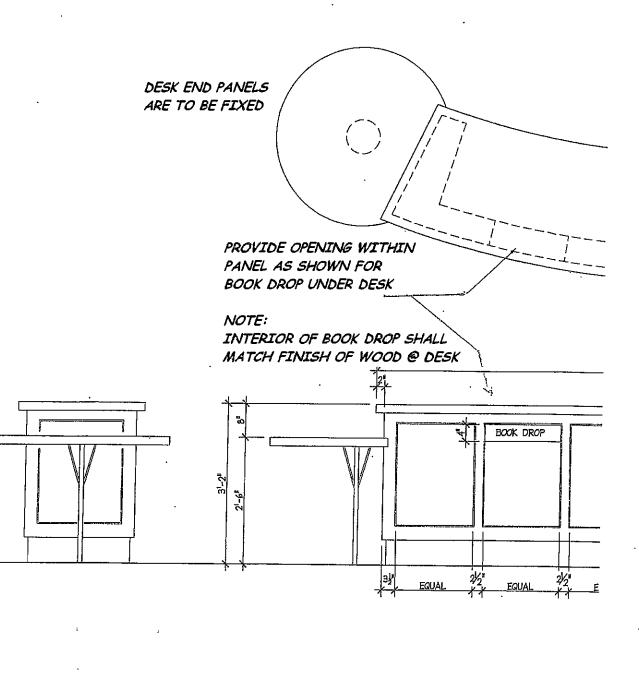
|   |                     |              | Changel   | mon 18.2018                             |
|---|---------------------|--------------|---|---|
| All dimensions size designations<br>given are subject to verification on<br>job site and adjustment to fit job<br>conditions. | CABINETRY UNLIMITED | not be relea | original design and must<br>ased or copied unless<br>fee has been paid or job | Designed: 1/3/2018<br>Printed: 1/3/2018 |
| CIRCULATION-DESK.kit  |                     | wc           | RCESTER CO LIBRARY  | Drawing #: 1 No Scale.                  |
|   |                     |              |   | 14                                      |



CUSUCTOM SHOP BUILT CHERRY VENEER PLYWOOD CIRCULATION DESK. W/ MEGANITE LEVEL-2 SOLID-SURFACE COUNTER

|  | ChangeOr  | clar 1-8-2018                           |
|--|---|---|
| All dimensions _size designations<br>given are subject to verification on<br>job site and adjustment to fit job<br>conditions. | This is an original design and must<br>not be released or copied unless<br>applicable fee has been paid or job<br>order placed. | Designed: 1/3/201;<br>Printed: 1/3/2018 |
| CIRCULATION-DESK.kit   | <br>WORCESTER CO LIBRARY Dr   | awing #: 1 No Scale                     |

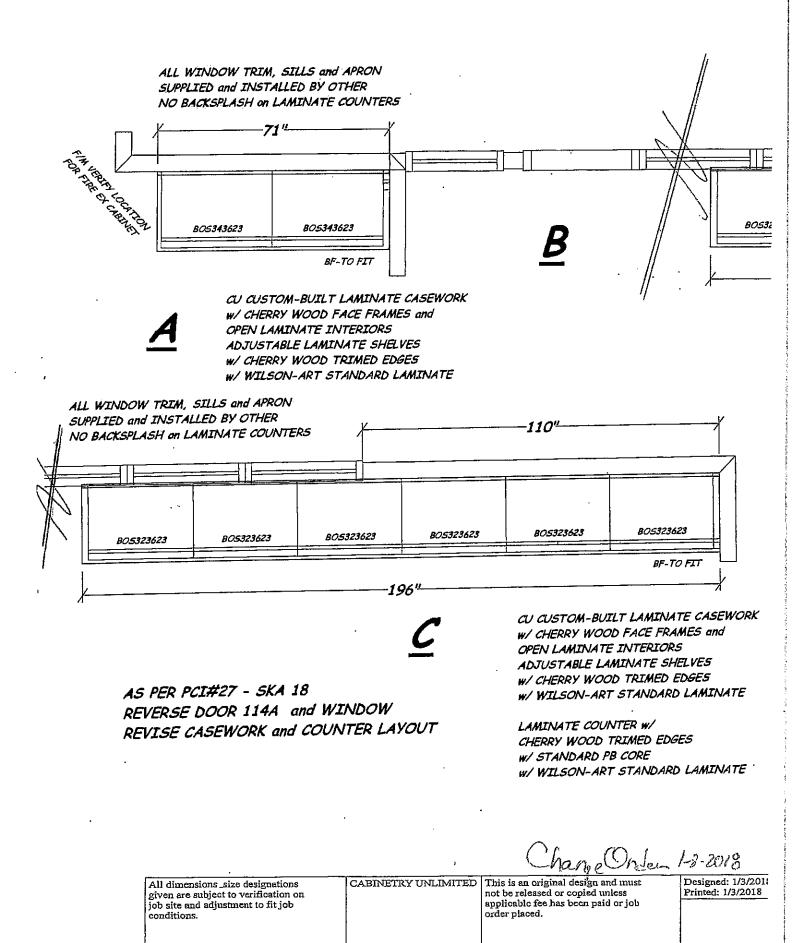




CUSUCTOM SHOP BUILT CHERRY VENEER PLYWOOD CIRCULATION DESK w/ MEGANITE LEVEL-2 SOLID-SURFACE COUNTER

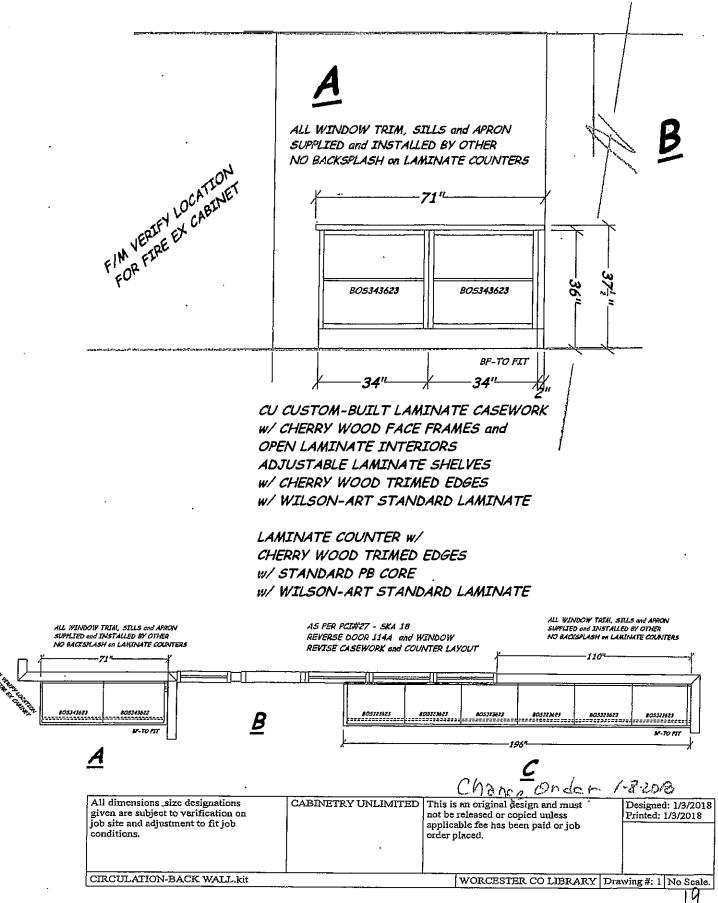
|  | _                   |        | Change Ondow   | - 1-8-2013                              |
|--|---------------------|--------|--|---|
| All dimensions _size designations<br>given are subject to verification on<br>job site and adjustment to fit job<br>conditions. | CABINETRY UNLIMITED | not be | s an original design and must<br>released or copied unless<br>able fee has been paid or job<br>placed. | Designed: 1/3/2018<br>Printod: 1/3/2018 |
| CIRCULATION-DESK.kit   |                     |        | WORCESTER CO LIBRARY   | Drawing #: 1 No Scale.                  |

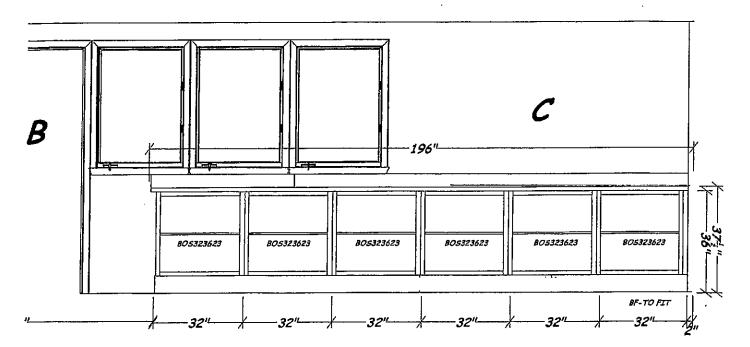
٠.



CIRCULATION-BACK WALL kit

| WORCESTER CO LIBRARY | Drawing #: 1 | No Scale |
|----------------------|--------------|----------|



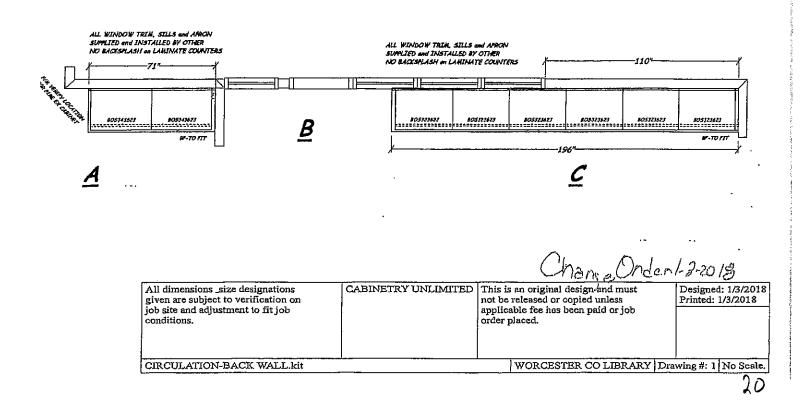


AS PER PCI#27 - SKA 18 REVERSE DOOR 114A and WINDOW REVISE CASEWORK and COUNTER LAYOUT

> ALL WINDOW TRIM, SILLS and APRON SUPPLIED and INSTALLED BY OTHER NO BACKSPLASH on LAMINATE COUNTERS

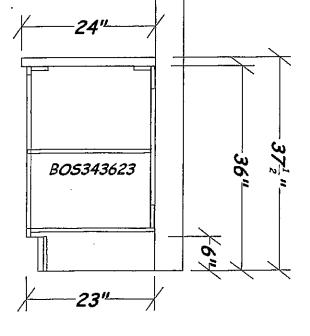
CU CUSTOM-BUILT LAMINATE CASEWORK W/ CHERRY WOOD FACE FRAMES and OPEN LAMINATE INTERIORS ADJUSTABLE LAMINATE SHELVES W/ CHERRY WOOD TRIMED EDGES W/ WILSON-ART STANDARD LAMINATE

LAMINATE COUNTER W/ CHERRY WOOD TRIMED EDGES W/ STANDARD PB CORE W/ WILSON-ART STANDARD LAMINATE



CU CUSTOM-BUILT LAMINATE CASEWORK w/ CHERRY WOOD FACE FRAMES and OPEN LAMINATE INTERIORS ADJUSTABLE LAMINATE SHELVES w/ CHERRY WOOD TRIMED EDGES w/ WILSON-ART STANDARD LAMINATE

LAMINATE COUNTER W/ CHERRY WOOD TRIMED EDGES W/ STANDARD PB CORE W/ WILSON-ART STANDARD LAMINATE



| Change Ordon-1-5-2018   |  |   |  |  |  |
|-------------------------|--|---|--|--|--|
| <br>CABINETRY UNLIMITED |  | Designed: 1/3/2018<br>Printed: 1/3/2018 |  |  |  |

All dimensions \_size designations given are subject to verification on job site and adjustment to fit job conditions.

CIRCULATION-BACK WALL.kit

ALL WINDOW TRIM,

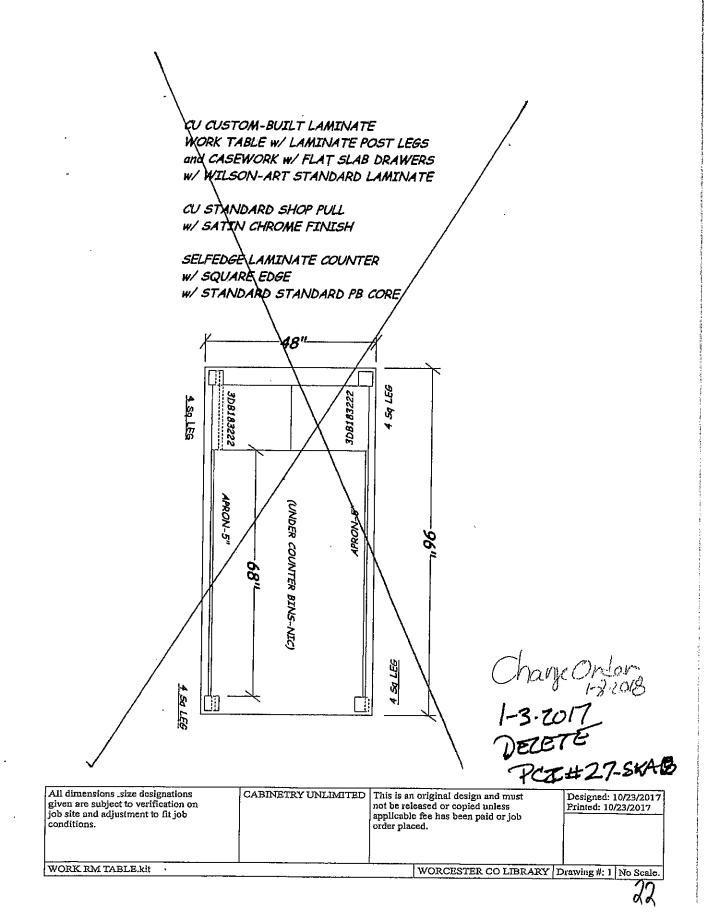
SILLS and APRON

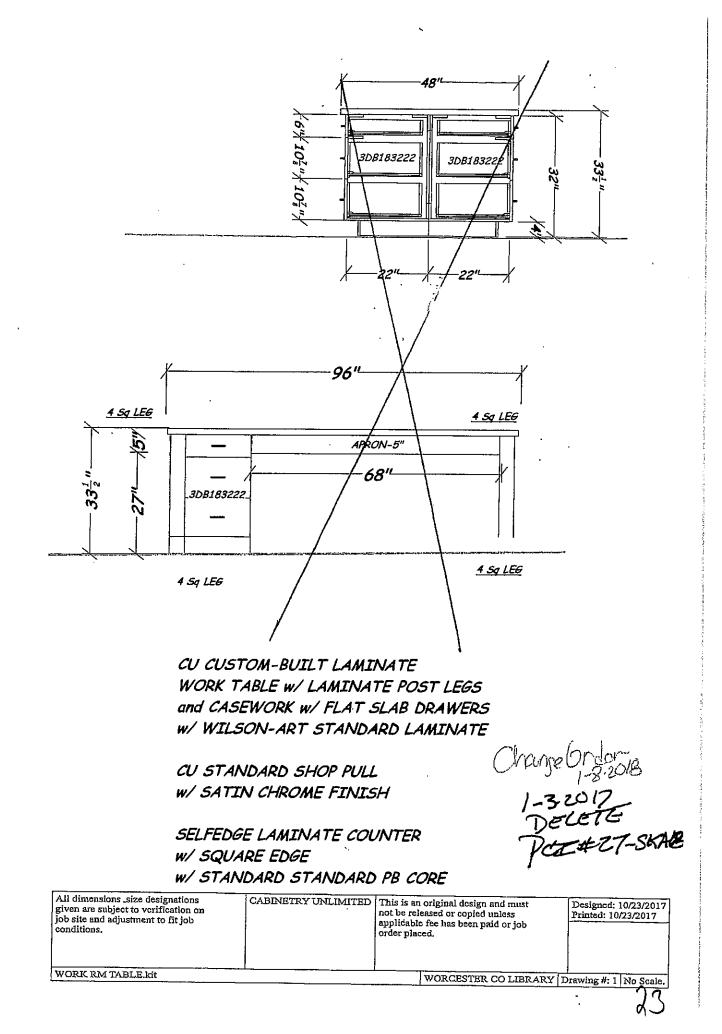
INSTALLED BY OTHER

NO BACKSPLASH on LAMINATE COUNTERS

SUPPLIED and

WORCESTER CO LIBRARY Drawing #: 1 No Scale.





|   | TURNER                                       |  |                            |   |                              | The Whiting-Turn<br>100 West Main  | er Contracting Company<br>St., , Salisbury, MD 21801<br>-3253 Fax: (410) 677-3259 |
|---|--|--|----------------------------|---|------------------------------|--|---|
|   | 13 Harrison<br>Berlin, MD                    | 21811  | iry                        |   |                              | W-T Job Number:<br>Date:<br>CN Number:<br>Project Area:                                | 015912<br>12/29/2012<br>000028<br>Restroom Ceilings                               |
| To:                                       | Worcester Co<br>One West Ma<br>Snow Hill, Mi | arket Street   |                            |   | From:                        | Adam Leonard<br>The Whiting-Turner Contrac<br>100 West Main St.<br>Salisbury, MD 21801 | cting Company   |
| DESCR                                     | IPTION:                                      | 5KA-19.1, 19.2, 1  | 19.3 - GWB at              | Restroom Ceilings - CF  | PR #02                       |  |   |
| REASO                                     |  | Owner Request  |                            |   |                              |  |   |
| SOURCE:                                   |  | Owner  |                            |   |                              |  |   |
| SCOPE                                     | OF WORK:                                     | At restroom ceili<br>-Maccari<br>-K.B. Coldiron<br>-Whiting-Turner (   |                            |   | hes and C                    | CPR #02 provide painted GW   | B ceilings in lieu of ACT.  |
|   |  | Rm. 111<br>Rm. 109   | Unisex Rest<br>Unisex Rest |   |                              |  |   |
|   |  | Rm. 211  | Family Unise               | ex  |                              |  |   |
|   |  | Rm. 212<br>Rm. 213   | Women<br>Men               |   |                              |  |   |
|   | ACTORS AF                                    | FECTED: K.B. C<br>Macca<br>Whitin  |                            | s as may be required i<br>tracting Co   | n these a                    | reas   |   |
|   | DRIZATION                                    | and a second                           | EED WITH THE               | E CHANGES DESCRIBEI   |                              |  |   |
| WT REQU                                   | IESTS AUTHOR                                 | and a second                           |                            | E CHANGES DESCRIBE  | D ABOVE                      |  |   |
| WT REQU<br>COST/SCI<br><b>Cost: \$</b>    | ESTS AUTHOR<br>HEDULE IMPAC<br>3,312.00      | IZATION TO PROC  | LOWS:                      | E CHANGES DESCRIBE  |                              |  |   |
| WT REQU<br>COST/SCI<br><b>Cost: \$</b>    | ESTS AUTHOR<br>HEDULE IMPAC<br>3,312.00      | IZATION TO PROC  | LOWS:<br>                  | Funding: Owner C  |                              |  |   |
| WT REQU<br>COST/SCI<br>Cost: \$<br>SCHEDI | AUTHOR<br>HEDULE IMPACE<br>3,312.00<br>JLE:  | IZATION TO PROC<br>T WILL BE AS FOL<br>NO IMPACT<br>POSSIBLE IMPAC<br>IMPACT TO SCHI   |                            | Funding: Owner C<br>WING<br>LOWS <u>3 Days</u><br>PRICE ONLY - DO NOT<br>PROCEED AND CONFI<br>PROCEED FOR NTE CO<br>PROCEED FOR LUMP S<br>PROCEED FOR LUMP S<br>PROCEED (NO IMPACT<br>PROCEED AND PRICE<br>CANCEL | PROCEE<br>RM COST<br>SUM COS | Drder<br>D UNTIL PROPOSAL IS APPRO<br>CATED ABOVE                                      | )VED  |
| WT REQU<br>COST/SCI<br>Cost: \$<br>SCHEDI | AUTHOR<br>HEDULE IMPACE<br>3,312.00<br>JLE:  | IZATION TO PROC<br>T WILL BE AS FOL<br>NO IMPACT<br>POSSIBLE IMPAC<br>IMPACT TO SCHI<br>:<br>ORIGINAL FILE<br>OWNER/OWNER F<br>ARCHITECT |                            | Funding: Owner C<br>WING<br>LOWS <u>3 Days</u><br>PRICE ONLY - DO NOT<br>PROCEED AND CONF!<br>PROCEED FOR NTE CO<br>PROCEED FOR NTE CO<br>PROCEED FOR LUMP S<br>PROCEED (NO IMPACT<br>PROCEED AND PRICE           | PROCEE<br>RM COST<br>SUM COS | Drder<br>D UNTIL PROPOSAL IS APPRO<br>CATED ABOVE                                      | )VED  |

DATE

| DATE: 12/29/2017<br>PROJECT AREA:          |  | JOB NO:<br>CN NO: | 015912<br>000028 |                |
|--|--|-------------------|------------------|----------------|
| Vendor                                     | Description  | Budget Co         | de               | Billing Amount |
| K.B. Coldiron Inc.                         | KBC - COR #17051-06 dated 1/10/18. Delete ACT at restrooms 109, 111, 211, 212, 213 and install single layer GWB ceiling. |                   | 0000.06010000.5  | \$ 1,417.00    |
| Maccari Companies                          | Maccari - COR dated 1/9/18 paint added GWB ceilings in restrooms.  | 015912.09E        | 30000.09910000.S | \$ 686.00      |
| Whiting-Turner Contracting Co<br>Mark-Ups: | W-T - Access Panel Allowance (7 @ \$140 ea.)   | 015912.060        | 0000.06110000.X  | \$ 980.00      |
|  | 1.0 P&P Bond   | 015912.900        | 0000.92100000.X  | \$ 23.00       |
|  | 2.0 General Liability  | 015912.900        | 0000.90100000.X  | \$ 32.00       |
|  | 3.0 Builder's Risk Ins.  | 015912.911        | .0000.91100000.X | \$ 16.00       |
|  | 4.0 CM Fee (OH + Profit)   | 015912.930        | 0000.93000000.F  | \$ 158.00      |
|  |  | Total Cost o      | of this work:    | \$ 3,312,00    |

## APPROVAL:

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

, .

| PROPOSAL AMOUNT:  | \$ 3,312.00 |               |                               |         |
|-------------------|-------------|---------------|-------------------------------|---------|
| OWNER CHANGE REF: |             | SUBMITTED BY: | Adam Leonard                  | 1/16/18 |
| DATE              |             |               | WHITING-TURNER REPRESENTATIVE | DATE    |
| DATE:             | ·,          |               |                               |         |
| •                 |             | APPROVED BY:  |                               |         |
|                   |             |               | OWNER'S REPRESENTATIVE        | OATE    |

# K. B. COLDIRON, INC.

PO BOX 297 FRANKFORD, DELAWARE 19945

302-436-2611 302-436-4224 FAX 302-436-4260

TO: The Whiting Turner Contracting Co. 100 W. Main Street Salisbury MD 21801

# **CHANGE ORDER**

Number: 17051-06

| REQUESTED BY:         | _s <sup>1/10/18</sup>     |
|-----------------------|---------------------------|
| JOB NAME/LOCATION     |                           |
| Worch. Cty Library    | – Berlin Branch           |
| JOB NUMBER            | JOB PHONE                 |
| 17051                 |                           |
| EXISTING CONTRACT NO. | DATE OF EXISTING CONTRACT |
| 17051                 | 7/13/17                   |
|                       |                           |

| We hereby agree to make the change(s) speci  | ified below | :  |                          |
|--|-------------|--|--------------------------|
| Per PCO# 28:<br>Delete ACT at restrooms 111, 109, 21   | 1, 212, 2   | 13 and install single layer  | Drywall Ceiling.         |
|  |             | Credit for ACT:<br>New DW Ceilings:<br>5% Mark Up:<br>3% Handling: | 3,409.00<br>65.50        |
| NOTE: This Change Order become<br>WE AGREE hereby to make the change   | -           |  | contract.<br>\$ 1,416.77 |
| DATE   |             | VIOUS CONTRACT AMOUNT  | \$ 836,447.20            |
| AUTHORIZED SIGNATURE (CONTRACTOR)  |             |  |                          |
| ACCEPTED – The above prices and specifications of this<br>Change Order are satisfactory and are hereby accepted. All<br>work to be performed under same terms and conditions as<br>specified in original contract unless otherwise stipulated. |             |  |                          |

# Maccari Companies, Inc.

DE WBE#13102077

P. O. Box 6468 Wilmington, DE 19804 Phone (302) 998-5528 Fax (302) 998-3977

January 9, 2018

Whiting Turner Contracting Co. 100 West Main Street Salisbury, MD 21801

Attn: Logan Street

## REF: Berlin Library PCO #028

Dear Logan:

We are pleased to submit our add price on the above referenced project as follows.

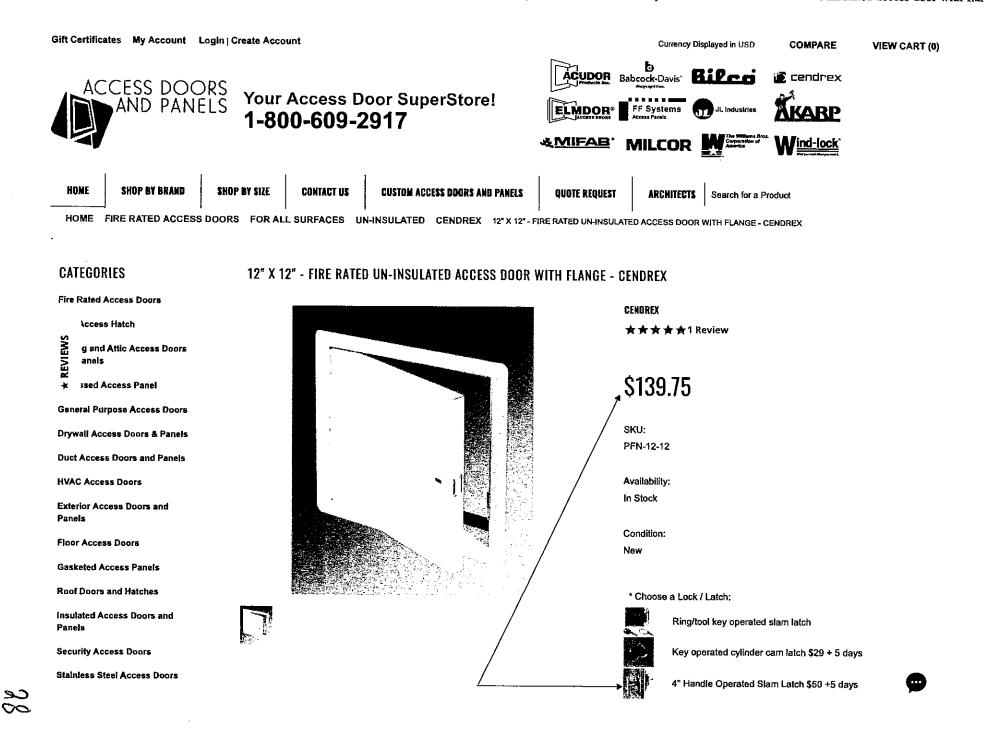
PCO #028 - We will paint GWB in lieu of ACT.

| Labor – 8 hours @ 65.00   | \$520.00 |
|---------------------------|----------|
| Material – 4 gal. @ 36.00 | 144.00   |
| OH/Profit                 | 21.60    |
| Please Add                | \$685.60 |

Very truly yours,

MACCARLCOMPANIES, INC.

Joseph Romano Project Manager



| Sound Proof Access Panel   |   |  | Hex Head Slam Latch \$45 + 5 days                                    |
|--|---|--|--|
| Louvered Access Door   |   |  |  |
| Stucco Access Panel  |   |  | Mortise Slam Latch (no cylinder) \$45 +5 days                        |
| Valve Cabinet  |   | Į.   | Mortise slam latch (with Cylinder) \$90 + 5 days                     |
| Plaster Access Hatch   |   |  |  |
| Smoke Vent   |   |  |  |
| Fire Extinguisher Cabinets   |   | Quantity   |  |
| Fire Extinguisher &<br>Accessories   |   | 1  |  |
| Wall Mounted Roof Access<br>Ladder   |   |  | •  |
| Acudor Access Doors and<br>Panels  |   |  |  |
| Deves Doors and  |   |  |  |
| S<br>Sck-Davis Access Doors<br>Sck-Davis Access Doors<br>W<br>anels<br>★<br>O Access Doors and<br>Panels | PRODUCT DESCRIPTION<br>12" x 12" - Fire Rated Un-Insulated Access Door with Flange - Cendrex<br>The PFN access door is not insulated and can only be used on fire rated<br>per UL standards, once the installation is complete and the provided sp<br>where protection against temperature elevation is required. The largest | d walls. It comes with a 1" flat<br>ings installed, this door will b | e self closing and self locking. It should not be used in situations |
| Cendrex Access Doors and<br>Panels   | Product Spec Sheet:   |  |  |
| Elmdor Access Doors and<br>Panels  | Product Spec Sheet:   |  |  |
| FF Systems Access Panels   | ⊔oor Size: 12" wide x 12" high  |  |  |
| JL Industries Access Doors   |   |  |  |
| Karp Access Panels   | Rough Opening Size: 12 ¼ wide x 12 ¼ high   |  |  |
| Milcor   | Finish: High Quality White Powder Coat  |  |  |
| MiFAB Access Panels  |   |  |  |
| Williams Brothers Access<br>Panels   | Flange: 1 flange"   |  | :  |
| Wind-lock Access Panels  | Hinge: Continuous piano hinge   |  |  |
|  |   |  |  |





\* REVIEWS

NEWSLETTER

WHAT'S IN STORE

CONTACT US FOR ACCESS DOORS AND

 $\sim$ 

Name Your Name
Email Your Email Address

.

| Home                           | PANELS INQUIRIES!   |  |
|--------------------------------|---|--|
| Shop By Brand                  | Shipping Information  |  |
| Shop By Size                   | Return Policy   |  |
| Contact us                     | · Privacy Policy  |  |
| Custom Access Doors and Panels |   |  |
| Quote Request                  | Toll Free: 1-800-483-0823                                       |  |
| Architects                     | Toll Free Fax: 1-888-828-6021                                   |  |
| Products                       |   |  |
|                                | OFFICES:<br>USA - Wilmington, Delaware<br>CANADA - Hamilton, ON |  |

# 

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 $\omega$ 



**Change Notification to Owner** 

The Whiting-Turner Contracting Company 100 West Main St., , Salisbury, MD 21801 Tel: (410) 677-3253 Fax: (410) 677-3259

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|   |             |  |                                    |  | TCI: (410) 011 52   | 33 TUX. (+10) 077-3233               |
|---|-------------|--|------------------------------------|--|---|--------------------------------------|
| Project: New Berlin Branch Library<br>13 Harrison Ave.                |             |  | ,                                  | W-T Job Number:<br>Date:   | 015912<br>01/18/2018  |                                      |
|   | Berlin, MD  | 21811  |                                    |  | CN Number:  | 000030                               |
|   |             |  |                                    |  | Project Area:   | Lobby 100                            |
| To: Worcester County<br>One West Market Street<br>Snow Hill, MD 21863 |             |  |                                    | From: Adam Leonard<br>The Whiting-Turner Contracting Com<br>100 West Main St.<br>Salisbury, MD 21801 |   |                                      |
| DESC  | RIPTION:    | Video Eye People Coun  | ter                                |  |   | <u></u>                              |
| REAS  | ON:         | Owner Request  |                                    |  |   |                                      |
| SOUR  | CE:         | Owner  |                                    |  |   |                                      |
| SCOP  | E OF WORK:  | Installation of video eye<br>was supplied by the Ov              | e people counter at Levei<br>vner. | 01, Lobby 10   | 0. Installation, wiring, and progr  | ramming only. Device                 |
| CONT  | RACTORS AF  | FECTED: Absolute See   |                                    |  |   |                                      |
| RELAT   | TED OBJECTS | :  |                                    |  |   |                                      |
| ΔΙΙΤΗ   | ORIZATION   |  |                                    |  |   |                                      |
|   |             | contract and strategy and the second second second second second | /ITH THE CHANGES DESC              |  | aan waxaa waxaa ka ahaa ka waxaa ka wa<br>Maa | lafte balterii Annol dah erfini 434. |
|   | -           | CT WILL BE AS FOLLOWS  |                                    |  | •   |                                      |
| Cost:   | \$ 742.00   |  | Funding: Owne                      | er Change Ord  | er  |                                      |
| SCHE  | DULE: X     | NO IMPACT<br>POSSIBLE IMPACT - W<br>IMPACT TO SCHEDULE           | T REVIEWING                        |  |   | ·                                    |
| OWNE  | R DIRECTION | 1:   |                                    |  | D UNTIL PROPOSAL IS APPROVE   | D                                    |
|   |             |  |                                    |  |   |                                      |
| DISTR   |             | ORIGINAL FILE  | PROCEED FOR N                      | TE COST INDI   | CATED ABOVE   |                                      |
|   |             | OWNER/OWNER REP.   |                                    |  |   |                                      |
|   |             | ARCHITECT  |                                    |  | ABOVE   |                                      |
|   |             | LENDER   |                                    | -  |   |                                      |
|   |             |  |                                    |  |   |                                      |
|   |             |  |                                    |  |   |                                      |
|   |             |  | Other:                             |  |   |                                      |
|   |             |  |                                    | ·  |   |                                      |

OWNER'S REPRESENTATIVE

DATE

.

| DATE: 01/18/2018              |   | JOB NO: 015912            |                |  |
|-------------------------------|---|---------------------------|----------------|--|
| PROJECT AREA: Lobby 10        | 00  | CN NO: 000030             |                |  |
| Vendor                        | Description   | Budget Code               | Billing Amount |  |
| Nickle Electrical Companies   | Nickle Electric - Raceway Allowance for video eye<br>people counter at Lobby 100. Furnish and install<br>3/4" raceway from above ceiling at Lobby 100 to an<br>accessible location.   | 015912,26A0000.26010000.5 | \$ 200.00      |  |
| Absolute Security Group, Inc. | Absolute Security - Provide installation labor, wiring,<br>and programming of the video eye people counter<br>located in Lobby 100. Equipment purchased direct<br>by the Owner. Includes installation only. Electrical<br>Raceway for wiring by others. | 015912.27A0000.27010000.S | \$ 489.00      |  |
| Mark-Ups:                     |   |                           |                |  |
|                               | 2.0 General Liability   | 015912.9000000.90100000.X | \$ 7.00        |  |
|                               | 1.0 P&P Bond  | 015912.9000000.92100000.X | \$ 6.00        |  |
|                               | 3.0 Builder's Risk Ins.   | 015912.9110000.91100000.X | \$ 4,00        |  |
|                               | 4.0 CM Fee (OH + Profit)  | 015912.9300000.93000000.F | \$ 36.00       |  |
|                               |   | Total Cost of this work:  | \$ 742.00      |  |

#### APPROVAL:

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

.

| PROPOSAL AMOUNT:  | \$ 742.00 |               |                               |         |
|-------------------|-----------|---------------|-------------------------------|---------|
| OWNER CHANGE REF: |           | SUBMITTED BY: | Adam Leonard                  | 1/18/18 |
|                   |           |               | WHITING-TURNER REPRESENTATIVE | DATE    |
| DATE: -           |           |               |                               |         |
|                   |           | APPROVED BY:  |                               |         |
|                   |           |               | OWNER'S REPRESENTATIVE        | DATE    |

.



PIREALATIMS - BURGLAR ALARVIS - CAMERAS - ACCESS CONTROL

ALARM INSTALLATION SCHEDULE

The Alarm Installation Schedule made this 10th day of January 2018 between Absolute Security Group Inc.

hereafter referred to as the "Contractor" and WCBL / Whiting Turner Berlin, Md. hereafter referred to as the "Subscriber" is subject to all the terms and conditions in the Subscriber contract or subscriber Alarm Lease Contract to be signed by Subscriber before Contractor performs the installation. All Labor, Services and Equipment at locations determined by Contractor shall be supplied at the premise of the Subscriber as described herein: SECURITY INSTALLATION

New Berlin Library Project

( PEOPLE COUNTER INSTALL COST )

\$489.00

300 Mill St. Suite A Salisbury MD. 21801

Phone (410)860-0620 Fax (410)-543-4460

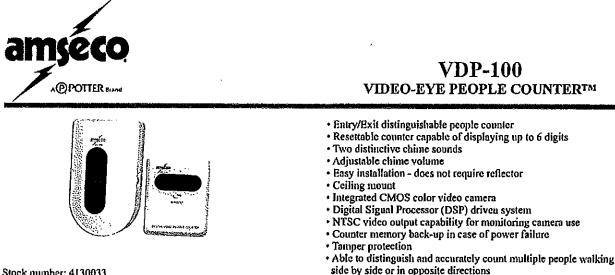
www.absolutesecuritygroup.com

\* This includes - labor, wire, set-up and programming.

\* Doesn't include - whatever Nickle Electric is going to charge to get an outlet there to the location.

OPTIONS

|                              | INSTALLATION COST     | above        |
|------------------------------|-----------------------|--------------|
| INSTALLATION                 | DEPOSIT AMOUNT        | HALF         |
| MONTHLY                      | BALANCE AT INSTALL    | REMAINDER    |
| INSTALLATION                 | 24 HOUR MONITORING    |              |
| MONTHLY                      | CELL BACK-UP          |              |
| ABSOLUTE SECURITY GROUP INC. | SUBSCRIBER            |              |
| STEPHEN T. SMITH V.P.        |                       |              |
| SECURITY CONSULTANT          | ACCEPTED BY           | TITLE        |
| 1/10/2018                    |                       |              |
| DATE                         | DATE PHONE            |              |
| THIS SCHEDULE IS NOT BIND    | ING UNLESS ACCEPTED B | Y CONTRACTOR |

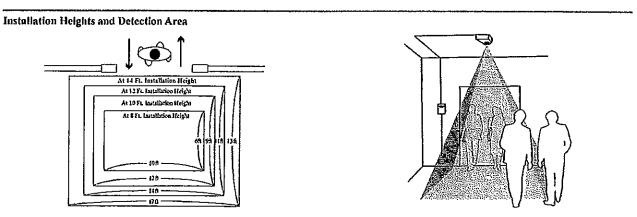


#### Stock number: 4130033

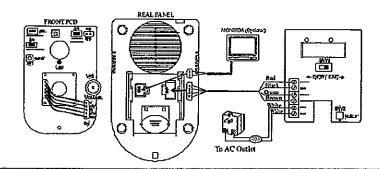
The Video People Counter combines the effectiveness of an overhead camera with the intelligence of a counter unit to provide an innovative approach to tracking people entering and exiting a pathway. The system uses an extensive algorithm to distinguish a person walking through a gate versus a cart or other object. In addition, the system can detect with great accuracy the number of people walking in different directions. The system is simple to install and requires a single power source for the entire package. All of the needed equipment is supplied in the kit. The system is ideal for applications where door counters are subject to unintentional contact and allowing the system to be out of alignment. In addition, the area of counting can be increased or decreased by adjusting the height of the installation. The unit has a distinctive chime to indicate movement in one direction or the other. As an additional feature, the system has a video output that will connect using a standard video cable.

#### Kit Includes:

Video sensor unit, power transformer, counter display unit, 4P connecting cable, 26 ft. power cord with in-line switch, mounting bracket, mounting screws, and manual.



#### Wiring Diagram



Potter Electric Signal Co., LLC • St. Louis, MO • Cust Service: 866-240-1870 • Tech Support: 866-956-1211 • Canada 888-882-1833 • www.pottersignal.com

PRINTED IN USA



# VDP-100 Video-Eye People Counter™

Instruction Manual and User's Guide







Potter Electric Signal Company 2081 Craig Road, St. Louis, Mo 63146 Phone (800) 325-3936, Fax (314) 678-7264 http://www.pottersignal.com

Potter Electric Signal Company 2081 Craig Road, St. Louis, Mo 63146 Phone (800) 325-3936, Fax (314) 878-7264 http://www.pottersignal.com

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## 10. Specifications

#### System Specifications

|                       | Model Name  | VDP-100 Video-E  | Eye Peopl  | le Counter "   |  |
|-----------------------|---|--|------------|--|--|
|                       | Operating Voltage   | Video Sensor Uni<br>Counter Display  | t          | 12V DC<br>12V AC / 1 <b>5</b> VA   |  |
|                       | Power Consumption   | Stand by<br>In Alarm   | 400mA      | 600mA  |  |
|                       | Size (h x w x d)  | Video Sensor Uni<br>Counter Display  |            | 5.1" x 3.1" x 1.8" (130 x 80 x 47 mm)<br>4" x 3.3" x 1.2" (102 x 85 x 31 mm) |  |
|                       | Traffic Detection Method<br>Image Sensor<br>Lens Angle<br>Sensor Image Resolution<br>Video Format<br>Processor                              | 1/4 Inch Color CMOS Sensor<br>90 degree  |            |  |  |
|                       | Counter<br>Chime Sound<br>Chime Type  | ne Sound Two distinctive chime sounds announcing entry / exit event  |            |  |  |
|                       | Operating Temperature<br>Required Illumination<br>Installation Heights<br>Detection Area  | <ul> <li>14E</li> <li>Recommend 7 LUX~3,000 LUX (Indoor Use)</li> <li>Recommend to install between 7~14 feet high from the floor</li> <li>10 feet wide when installed at 8 feet high</li> <li>17 feet wide when installed at 14 feet high</li> </ul> |            |  |  |
| st                    | Wires Specifications  |  |            |  |  |
| es                    | Connector Cable   | Two 26 ft. AWG # 22 wires for 12V DC Output<br>Two 26 ft. AWG # 24 wires for Signal Output   |            |  |  |
| and Names<br>Settings | <ul> <li>Wires of AWG # 20 or more are required for connecting the Counter Display and the Video<br/>Sensor Unit at over 300 ft.</li> </ul> |  |            |  |  |
| ettings               | Power Cord  | Two 6 ft, AWG # 2  | 2 wires fo | or 12VAC Output  |  |
|                       | <u>Power Transformer Sp</u>   | ecifications   |            |  |  |

2 Features

1

Complete Kit Parts List

Description

- 3 4 5 Precautions
- Installation Procedures
- 6 7 Front Panel Controls a
- The Counter Display S
- 8 The Video Sensor Set
- Troubleshooting 9
- Specifications 10

Power Transformer Input 120V AC, 60Hz Output 12VAC

Thank you for purchasing AMSECO VDP-100 Video-Eye People Counter\*. Please read this manual thoroughly before making connections and operating the unit. Following the instructions in this manual will enable you to obtain optimum performance from the system.

Please retain this manual for future reference.

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#### 9. Troubleshooting

#### Condition: Cannot get the system power on.

Check the power cable connections both of power transformer and the Counter Display terminal. Check whether the In-line switch is ON. Make sure your power source is 120V AC 60Hz.

#### Condition: Counter is ON but the status LED of the Video Sensor Unit is off.

Check the wiring connection of the counter unit terminal and 4P connector. In case you have extended the length of wires, check whether you have used wires of required gage (AWG # 24 by 100 ft. / AWG #22 or above for over 100 ft)

#### Condition: Status LED is ON and blinking on traffic events, but the Counter doesn't count at all.

Check the signal cable connections.

#### Condition: Counter is not accurate.

Ensure you have installed the system in the environment as required in this instruction manual such as illumination condition, installation heights or the floor condition. Move the installation position or reduce the illumination of the room if the shadows of people generate faise counting.

Check whether the Video Sensor unit is facing in parallel with the floor.

#### Condition: Can't get the Chime Sounds,

Check the volume control. Check the Speaker connector in the Video Sensor Unit.

Condition: I get the ENTRY chime sounds and counts when EXIT events occur, while getting EXIT chime sounds and counts on ENTRY events.

Check whether you have installed the Video Sensor Unit in the correct direction. Rounded end of the Unit must face the door (heading EXIT direction) for proper operations,

# Descriptions / Features / Complete Kit Parts List

#### 1. Descriptions

AMSECO VDP-100 Video-Eya People Counter<sup>™</sup> is the digital image tracking technology based people traffic counter and door announcer system integrating a Video Camera as a detecting sensor. The system distinguishes and counts entry / exit traffic events simultaneously by its unique Object's Motion Detection Algorithm, and provides the users very useful information on accumulated entry /exit traffic counts in offices, retail shops, department stores, or any other facility as well as announcing people's entry or exit events with pleasant chime sounds.

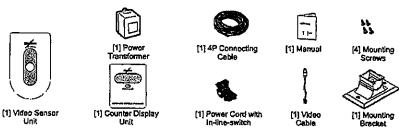
You can also use the VDP-100 as a monitoring carnera by simply connecting its video output to any NTSC monitor.

#### 2. Features

- Entry / Exit Distinguishable People Counter discriminating the object's moving direction and counting entry /exit events separately
- Six Digit Resettable Counter capable of displaying up to 999,999 counts of the entry or exit events
- Two Distinctive Chime Sounds to announce Entry and Exit Event soparately
- Adjustable Chime Volume
- Easier Installations not requiring additional reflector installations or adjustments
- Ceiling Mount
- CMOS Color Video Camera integrated
- Digital Signal Processor (DSP) driven system
- NTSC Video Output ready to be used as the monitoring camera
- Counter Memory Back-up from accidental Power failure
- Tamper Protection from blocking camera's view

#### 3. Complete Kit Parts List

Upon opening of the package please ensure the following parts are enclosed properly before installation.



#### Precautions

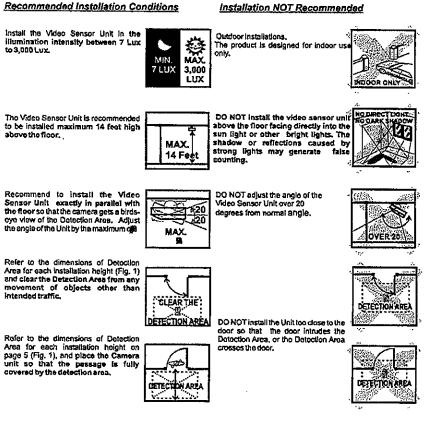
#### 4. Precautions

It is important that you carefully read these installation instructions before starting the installation. While the installation procedures are very simple, there are guidelines to follow to ensure that the system will operate properly. The guidelines are as follows:

1) The Video Sensor Unit and the Counter Display Unit should be mounted onto a flat, firm surface.

2) USE only AMSECO 12V AC transformer provided together and wires as specified in this instructions.

3) For the maximum accuracy of the counter it is strongly recommended that you install the system in the environment satisfying the following conditions:



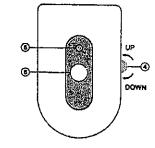
#### Video Sensor Unit

 Volume Control: Adjusts the chime volume. (Clockwise : volume down / Counterclockwise : volume up)

The Counter Settings / The Camera / Controller Settings

5) Status LED: Lights on when the system is ON Blinks upon ENTRY / EXIT events

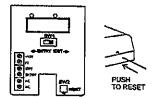
6) Camera Lens



#### 7. The Counter Display Settings

SW2 COUNTER RESET: Resets both ENTRY / EXIT Counter

 Counter Reset button is designed to be reached through the pinhole under the Counter Display Unit to prevent accidental reset.
 Please use a paperclip or a similar sharp element inside the pinhole to press the reset button.



SW4 ENTRY/EXIT: Switches the display to ENTRY/EXIT counter

#### 8. The Video Sensor Settings

VR1: Volume Control

#### SW1 RESET: System reset switch

JP1: ENTRY Chime sound selection jumper

JP2 ON = high tone sound (Factory Setting)

- DD JP2 OFF = low tone sound
- Note: EXIT Chime sound stays unchanged regardless the Jumper setting.

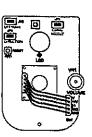
"JP2: CAMERA View block woming mode deactivation Jumper

When Camera View block mode is activated, the system generates alarm sounds of repeated chimes if the Camera View is fully blocked over 10 seconds.

JP2 ON : Cornera View block warning mode deactivated (Foctory Setting)
 JP2 OFF : Carnera View block warning mode activated

Although the system is designed to event late triggering of Carners View block werning during highs or under dark environment, we recommend to turn the power switch off during the nights or dark environment when the Carners View block werning mode is activited.

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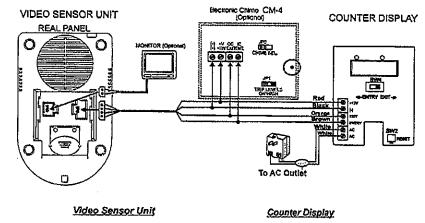


## Installation Procedures / Front Panel Controls and Names

#### Installation Procedures

#### 5) Wiring Diagrams

Refer to the following wining diagram and make sure your connections are correct before turning on the system.



12V OC Output Ground for DC Output (-) Signal input for Exit Evants (-) Signal input for Entry Evants

12V AC Input 12V AC Input Unused

(Reserved for future use)

| Connector to CMOS Camera<br>V: Video Signal Input<br>(-): Ground<br>•5V: DC 5V Power Output<br>AGC1: Automatic Gain Control 1<br>AGC2: Automatic Gain Control 2 | <u>Cn3:</u> Chime Speaker Connector                        | +12V:<br>(•):<br>EXIT:<br>ENTRY:<br>AC:<br>AC:<br>BZ1: |
|---|--|--|
| Cn2; Connector to Counter Display<br>(-): Ground  | <u>Cn4:</u> Connector to Monitor<br>V: Video Signal Outout |  |

(-): Ground V: Vidoo Si +12V: 12V DC loput (-): Ground EXIT: (-) Exit ENTRY: (-) Exit Signal output

#### 6. Front Panel Controls and Names

#### Counter Display

 Digital Counter LED Display : displays the accumulated number of entry / exit events depending on the status of Entry / Exit indication switch.

2) Entry / Exit indication switch:

At ENTRY position - the LED display indicates the number of entry events. At EXIT position - the LED display indicates the number of exit events.

3) Counter Display Status Indicator:

Indicate whethar tha counter is displaying ENTRY counts or EXIT counts.
 ENTRY or EXIT LED blinks for 5 seconds when entry or exit events occur.

#### 5. Installation Procedures

#### 1) Plan the Installation: Decide the Position of Camera / Controller Unit First

VDP-100 senses the people's movement in a certain Detection Area and analyzes the traffic in the Area using motion tracking technology. It is important to locate the Video Sensor Unit 1) to fully utilize the Detection Area of VDP-100, and 2) to clear the area from any movements confusing the counter.

Detection Area of the VDP-100 is different depending on the installation heights from the floor, and therefore we recommend you determine the detection area of the VDP-100 at your intended installation height, and find the best location of your VDP-100 before starting any other installation procedure.

Please decide the best position of VDP-100 in the following steps before starting any installation :

- Step 1) Rafer to Fig.1 and find the dimensions of detection area at your intended installation height
- Step 2) Stand facing the center of the door, and essume a square of detection area on the floor,
- Step 3) Make sure people will cross at least 2/3 of the detection area when they enter.
- Step 4) Make sure that the detection area is not crossing the door or the wall. Move the VDP-100 if necessary.

Step 5) Make sure the area is clear from any unnecessary movement,

Step 6) The ceiling right above the center of the detection area is where you install your VDP-100 Video Sensor Unit.

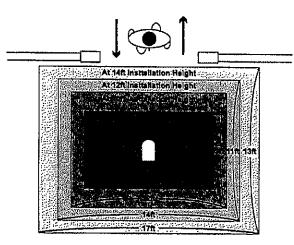
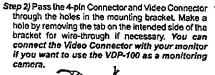


Fig. 1 Installation Heights and Detection Area

#### Installation Procedures

#### 2) Installation of the Video Sensor Unit

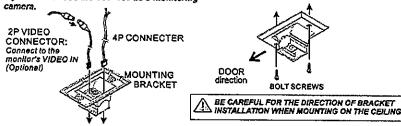
Step 1) Refer to page 5 and decide the position to Install the Video Sensor Unit.



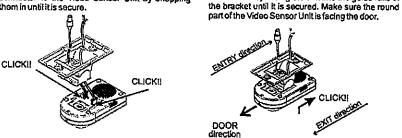
Stop 3) Using the two screws provided secure the Mounting Bracket at the location that the Video Sensor Unit is to be installed. (Refer to the Plan the installation on page 5 to decide an optimal position for the Video Sensor Unit.)

Step 5) Secure the Mounting Bracket and the Video

Sensor Unit by sliding the unit into the guide rails of



Step 4) Connect the 4-pin connector and video connector to the Video Sensor Unit by snapping thom in until it is secure.



Step 6) Pull the wires to the Counter Display Unit and move to the Counter Display Installations stage.

#### 3) Installation of the Counter Display Unit

Step 1) Decide a place to install the Counter Display within the reach of a Power Source.

WARNING: PLEASE INSTALL THE COUNTER DISPLAY CLOSE TO THE VIDEO SENSOR UNIT SO THAT THE WIRE LENGTH BETWEEN THE UNITS DOES NOT EXCEED 300 FEET. (AWG # 20 OR LARGER GAUGE WIRES ARE REQUIRED FOR CONNECTIONS OVER 300 FEET.)

#### Installation Procedures

- Step 2) Open the front panel of the Counter Display shifting the screw up at the bottom of the unit.
  - Step 3) Using the 6-ft. Power Cord with in-line-switch, connect the pre-stripped wires to the 12V AC 20VA transformer terminals. Strip the insulation on the opposite ends of the wires approximately 1/4 inch, and insert into the terminals on the Counter Display markedAC12VINPLIT
  - Step 4) Refer to the Wiring Diagram on page 8, and connect the end of the 4-pin Connector Cable to the terminals on the Counter Display.

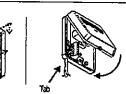


WARNING: DO NOT PLUG THE TRANSFORMER INTO AC OUTLET AT THIS TIME A

WARNING: FOR ADDITIONAL EXTENSIONS OF POWER CORDS USE ONLY WIRES OF AWG # 22 OR ABOVE.

Step 5) Remove the tab on the bottom of the Counter Display If necessary to arrange the wires, and Secure the Counter Display to the intended location using two screws provided.

Close the cover and secure it with the screw.



#### 4) Turning ON / Testing the System

- Step 1) Plug-in the AC Transformer to AC outlet and turn the in-line switch ON. Make sure the red LED of the Video Sensor Unit and LED display of the Counter Display is ON upon turning on the system. Check the wiring and power sources if it is not.
- Step 2) Walk across the detection area and check whether the counter and chime sounds are working. (Ding-dong on ENTRY / Ding on EXIT) Adjust the angle of view a bit if necessary. Check over the installation procedures and precautions in this Instruction Manual If the system does not work property.

WARNING: VDP-100 SHOWS ITS BEST PERFORMANCE WHEN THE VIDEO SENSOR UNIT IS INSTALLED IN PARALLEL WITH THE FLOOR SO THAT THE CAMERA HAS A BIRDS-EYE VIEW ON THE AREA. DO NOT ADJUST THE ANGLE UNLESS IT IS NECESSARY.

Step 3) Refer to page 9 of this manual, and adjust the chime volume and other user options if necessary.

Step 4) Now your VDP-100 Video-Eye People Counter™ Is ready.

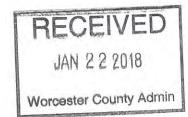
# **Mouser Electronics**

Authorized Distributor

Click to View Pricing, Inventory, Delivery & Lifecycle Information:

AMSECO: VDP-100

.



ONING DIVISION UILDING DIVISION DMINISTRATIVE DIVISION



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING

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



DATA RESEARCH DIVISIO CUSTOMER SERVICE DIVISIO TECHNICAL SERVICES DIVISIO

# Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum GMP

Date: 1/22/2018

Re: Worcester County Housing Rehabilitation Program Bid Package

Attached please find a bid package for the rehabilitation of a home located in the Pocomoke City area. This project is proposed to be funded through a combination of the County's current CDBG Housing Rehabilitation grant, MD-18-CD-21, and a grant from the Maryland Lead Hazard Reduction Grant and Loan Program (LHRGLP). Please review and approve to be placed out for the County's bidding process.

# DRAFT

# NOTICE TO HOME IMPROVEMENT CONTRACTORS INVITATION TO BID Housing Rehabilitation Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on a single family home located in the Pocomoke City area of the County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors and may be picked up from the Office of the County Commissioners, Room 1103, One West Market Street, Snow Hill, Maryland 21863 or by calling the Commissioners Office at 410-632-1194 to request a package by mail. Packages are also available on the Worcester County Government website at www.co.worcester.md.us on the Commissioners Department tab under "Bid Board".

This project is proposed to be funded by the Community Development Block Grant Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. Sealed bids will be accepted until **1:00 p.m. on Monday, February 26, 2018** 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 **"Housing Rehabilitation Bid – February 26, 2018"** in the lower left-hand corner. Bids shall be reviewed by the staff and awarded by the County Commissioners at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any or 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 bids, quality of 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 regarding the bid specifications shall be directed to the Program Inspector, Dave Walter, at 410-213-2021. All other inquiries shall be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

William & Brenda Ward 13 Clarke Ave. Pocomoke, MD 21851 443-783-2381

09/07/17 1/08/18

## WORKSCOPE

A. Steps:

 Remove and rebuild front staircase with like in kind appearance of closed risers and overhanging tread ends. Install 4 x 4 salt newel posts top and bottom anchored in or on concrete footings. Using 2 x 12 stringers affix risers and treads of salt materials. Install Guard rails with graspable handrails of durable materials, secured on both sides.
 Remove and replace the rear wood steps completely. Erect a landing 6' wide by 4'

deep. Using salt-treated materials: install  $4 \times 4$  newel posts anchored in or on concrete footings, as per code. Add joists 16 OC and apply 2x6 decking. Using 4 stringers, attach 4' wide steps to this landing. Guardrails all around, with graspable handrails on both side of the steps.

3. Install gutter over front and rear entrances.

Price \_\_\_\_\_

B. Heating

1. Remove the original floor furnaces and associated duct work.

Price

2. Option 1- Install a high efficiency gas forced air furnace capable of heating the entire dwelling, and maintaining an interior temperature of 78 degrees when exterior temperature is 0 degrees F. Furnish and install all related wiring, vents, vent covers, registers, returns, and ductwork. All ductwork shall be sealed with mastic. Ductwork in unconditioned spaces shall be insulated. HVAC work must comply with mandatory IECC 2015 requirements. Controls shall be 7 day programmable thermostat. \*Attach sheet stating the Make, Model, BTU's, efficiency rating, and manufacturer's equipment warranty, with your bid documents.

Price

Option 2- Install separate systems for first and second floor that comply with requirements under Option 1. Furnish and install all related wiring, vents, vent covers, registers, returns, and ductwork. All ductwork shall be sealed with mastic. Ductwork in unconditioned spaces shall be insulated. HVAC work must comply with mandatory IECC 2015 requirements. Controls shall be 7 day programmable thermostat. \*Attach sheet stating the Make, Model, BTU's, efficiency rating, and manufacturer's equipment warranty, with your bid documents.

Price

C. Insulation:

1. Blow in fiberglass attic insulation over existing R-19 where accessible to 14" depth.

2. Install R-19 batts between joists beneath the kitchen, and dining room floors, provide adequate support.

3. Install pipe wrap insulation on all exposed waterlines in the basement/crawl area.

Price

William & Brenda Ward 13 Clarke Ave. Pocomoke, MD 21851 443-783-2381

09/07/17 1/08/18

D. Little Bedroom:

1. Make Durabond repairs to cracks in ceiling and walls. Float out smooth, sand to blend edges. Clean and prime and paint the ceiling and walls. Paint the trim white.

Price

E. Other:

1. Replace column bases with new treated-wood blocks, repair rotted porch flooring boards beneath two of three columns locations.

2. Prep and paint the front porch floor with 100% acrylic porch and floor enamel, color to match.

3. Tighten and or increase the length of hinge screws on the 8 light door to hall.

4. Wash the black mildew off the face of the asbestos shingle to the left of the front door, about 50 sq. ft. total. And again at the rear entrance, either side of the door and above the propane tanks are areas of black mildew o

5. Add 4 pairs of missing blue vinyl shutters to match existing, on the sides B and D. (not the rear side)

6. Remove all the visible building debris from the crawlspace area behind the full height portion of the basement.

7. Repair ceiling above landing in stairwell

Price \_\_\_\_\_

Project Total

We hereby certify that we have read the preceding specifications and accept them as written.

Jellion a lital 1-15-18 Owner Date 1-15-18 Date

# **Bid Submission Checklist**

| Contractor Qualification Form | n |
|-------------------------------|---|
|-------------------------------|---|

Contractor Conflict of Interest Disclosure Form

- □ Bid Form- on your company letterhead using Worcester format
- □ Scope of Work with Line Item Breakdown- all lines completed and total price
- □ Signed Bid Submission Checklist

Signature

Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Jo Ellen Bynum at 410-632-1200, ext. 1171. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered.

# WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

## **GENERAL SPECIFICATIONS**

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, February 26, 2018 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-213-2021. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – February 26, 2018". Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for these projects must be licensed Maryland Home Improvement Contractors as well as possess active liability insurance (\$100,000/\$300,000 for personal injury and \$50,000/\$100,000 for property damage).

Completion of job: Contractors are expected to commence work within ten (10) days of the issuance of the Notice To Proceed. Work must be completed within thirty (45) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

Contracting Policy: Attached to this bid is a copy of the Rehabilitation Program Guidelines. Contractors are urged to read this document carefully.

# WORCESTER COUNTY HOUSING REHABILITATION PROGRAM CONTRACTOR QUALIFICATION FORM

| Contractor   |                          |                               |  |
|--|--------------------------|-------------------------------|--|
| Address  |                          |                               |  |
| Phone Number                                       |                          |                               |  |
| Federal I.D. or S.S. #                             |                          | <u></u>                       |  |
| Insurance Company, A                               | gent, & Coverages:       |                               |  |
| List of Company Office                             | ers:                     |                               |  |
| List of Licenses Curren                            | tly Held:                |                               | · · · · · · · · · · · · · · · · · · ·  |
|  | MHIC Number              |                               | Exp. Date                              |
|  | MBR Number               |                               | Exp. Date                              |
|  | MDE Lead Cert.           |                               | Exp. Date                              |
|  | EPA Lead Cert.           |                               | Exp. Date                              |
| Trade References (2)                               | Name                     | ,,,,,,,                       | Phone                                  |
|  | Name                     |                               | Phone                                  |
| Client References (2)                              | Name                     |                               | Phone                                  |
|  | Name                     |                               | Phone                                  |
| Is contractor in a State of Is contractor on HUD's |                          | Yes<br>Yes                    | _No<br>_No                             |
| Is contractor any of the                           | following? (not required | Minority Busine Women's Busin | ness Enterprise<br>Business Enterprise |

# WORCESTER COUNTY IS REQUESTING QUOTATIONS FROM QUALIFIED CONTRACTORS FOR REPAIRS TO:

PROPERTY OF: William & Brenda Ward ADDRESS: 13 Clarke Avenue Pocomoke City, MD 21851 TELEPHONE: 443-783-2381

TOTAL QUOTE: \_\_\_\_\_

DATE:

PART ONE: GENERAL CONDITIONS PART TWO: SCOPE OF WORK

# PART ONE – GENERAL CONDITIONS

- 1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
- 2) The Contractor shall be responsible for removing and replacing furniture and other articles, to and from other storage areas on premises, as needed to allow work space or to protect such possessions. Provide plastic film protection over all furniture (if not removed), carpets, finished floors, etc. also install film at doorways as required.
- 3) The Contractor shall remove all excess material, construction debris, and other existing debris and material specified herein, to an approved dumpsite off premises. Work area shall be broom swept at the end of each work day.
  - The Contractor shall contact the Program Inspector or Housing Administrator for direction in the event that coordination or clarification problems arise with the homeowner or other contractors.
  - 5) The Contractor shall coordinate closely with the homeowner as to which possessions are considered "junk and debris" and which are valuable before hauling anything away.
  - 6) The Contractor shall leave all work areas on the premises in a neat and clean condition, and shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner's manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
  - 7) The Contractor shall not undertake or engage in any additional work intended to be billed to the Program as an "extra" or as additional cost to the original contract without a written change order signed by the Program Inspector, Housing Administrator, and homeowner. A written change order as outlined above is also

required for substitutions or additions to the original scope of work not involving additional costs.

- 8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
- 9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
- 10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

# **Contractor Conflict of Interest Disclosure**

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of **Worcester County**. If it is determined there is a conflict of interest or potential conflict of interest, you may not be selected even if your bid is determined to be the lowest, most qualified. The **County** can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

- Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of \_\_\_\_\_? □ Yes □ No If yes, please identify:\_\_\_\_\_?
- Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of \_\_\_\_\_?
   □ Yes □ No If yes, please identify: \_\_\_\_\_?

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

| Signed: |         |
|---------|---------|
| Date:   |         |
| Name:   | (Print) |
| Signed: |         |

| Date: |   |  |
|-------|---|--|
|       |   |  |
|       | ~ |  |

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

\*For all non-construction contracts and for single family housing rehabilitation only 9/2017

For Grantee Use Only:

| CDBG Grant Number:           |                        | Date Received:    |
|------------------------------|------------------------|-------------------|
| Conflict of Interest does no | t exist 🔅 🗆 Conflict o | f Interest exists |
| Date Sent to State:          | Waiver Granted         | Waiver Denied     |

# ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT www.co.worcester.md.us

# BID FORM \*must be signed to be valid

# Property of William and Brenda Ward 13 Clarke Avenue Pocomoke City, MD 21851

I have reviewed the specifications and provisions for rehabilitation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Total Quote : \$ \_\_\_\_\_

Date:

Signature

Typed Name

Title

Company Name

Address

Phone Number(s)

MHIC License # Expiration Date

1/We, William & Brenda Ward <u>(Owners Name/s)</u>hereby attest that I/ we do not have any other accounts (checking, savings, stocks, bonds, etc.) other than our checking account with Taylor Bank \_(Name of Bank) . .

Moni a Way 1-15-18

Signature

Date

J 1-15-18 5

Signature

Date

#### REHABILITATION

AIM Services, Inc. Attn: Steve Coady 2314 Allen Drive Salisbury, MD 21801 scoady@aimservicesinc.com 443-859-8009

Allstate Renovation & New Homes, Inc. Leo Kuneman PO. Box 303 Trappe, MD 21673 allstaterenovation@yahoo.com 443-880-2257

Apex Construction Attn: Mike Meade 12650 Sunset Avenue, Suite 7 Ocean City, MD 21842 m.meadeestimator@gmail.com jjfranzetti@gmail.com

Barmar Construction, LLC 714 Hills Point Road Cambridge, MD 21613 410-901-2304 barmarconstruct@aol.com

Robert Brooks MBE Apostle Construction 716 Naylor Mill Road Salisbury, MD 21801 410-548-1392, ext. 107 rbrooks.apostlecon@gmail.com

C.A.R.E. Property Services, Inc. Attn: Jordan Lehr 1235 Abbottstown Pike Hanover, PA 17331 (has office in OC too) 717-437-1649 jlehr@callcarefirst.com

### CONTRACTORS

Covenant Contractors 10522 Jones Road Berlin, MD 21811 covenant\_contractors@yahoo.com 410-629-1815

Curtis Mercer Remodeling, Inc. 9937 Hotel Road Bishopville, MD 21813 410-352-5379 410-430-3446 cell 410-352-5920 fax cmremodelinginc@hotmail.com

Eastern Shore Construction David Barone 27320 Cash Corner Road Crisfield, MD 21817 easternshoreconstructioninc@gmail.com 410-713-5763 cell 410-341-7400 office 410-341-7401 fax

Edge Creek Builders 9525 Shiloh Farms Road Berlin, MD 21811 410-310-4139 edgecreekbuilders@gmail.com

Hebreux St. Fleur- MBE P.O. Box 4501 Salisbury, MD 21803 hebrewqualityinsulation@gmail.com 410-860-1613 Andy Argetakis J.A. Argetakis Contracting Co., Inc. 3723 Eastern Avenue, Baltimore, MD 21224 jcatanzaro.jaargetakis@verizon.net P:410-633-8016/F:410-633-6010

J & G Maintenance & Repair 10446 Dinges Road Berlin, MD 21811 jwbunt@comcast.net Cell 410-726-1611 Fax 410-641-0776

Mallard Home Improvements P.O. Box 28 Quantico, MD 21856 mallardconst@yahoo.com 410-572-2727

Medli Home Improvement 1806 Jersey Road Salisbury, MD 21801 medlihome@comcast.net 302-841-2899

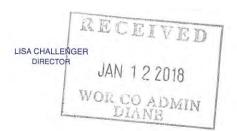
The Myers Group 1147 S. Salisbury Blvd #8-140 Salisbury, MD 21801 443-366-9222 Fax: 443-513-4178left message themyersgroupllc@aol.com

Carroll Odom 631 Naylor Mill Rd. Salisbury, MD 21801 Phone: 410-546-4218

Peeples Contracting Co., Inc. 76 Clubhouse Drive Berlin, MD 21811 Shoreman Construction William Hearn 606 E. Pine St. Delmar, MD 21875 shoremanconstruction@gmail.com Phone: 410-896-3200 Fax: Same

Three Guys Construction Stephen Frey 8660 Lake Somerset Rd. Westover, MD 21871 sgfrey@yahoo.com Phone: 410-430-1109 Mobile: Fax: 410-957-2868

#### TEL: 410-632-3110 FAX: 410-632-3158 E-MAIL: tourism@co.worcester.md.us





SNOW HILL, MARYLAND 21863

January 12, 2018

To: Harold Higgins, CAO

- From: Lisa Challenger, Director Worcester County Tourism
- Re: Maryland Tourism Development Board (MTDB) FY '18 County Cooperative Marketing Grant

Attached are three copies of the MTDB Marketing Grant Agreement. Our award for FY '18 is \$102,931.

Each year Worcester County Tourism receives a grant from the state for advertising and marketing for the County. The grant is based on a formula that takes into consideration the level of county advertising expenditures and the performance of tourism tax revenues. We spend almost 100% of the grant on advertising in print, on-line and TV and cable, both in and out of the market.

The grant amount varies each year due to the level of the state grant pool and depending on levels of advertising expenditures in all other counties in Maryland.

In order to access the grant funds, please sign all three (3) copies of the attached grant and return to me. The grant agreement must be signed and returned to the MD Office of Tourism before March 15, 2018.

Thank you.

LC:dk

Attachments

Citizens and Government Working Together



Larry Hogan | Governor Boyd Rutherford | Lt. Governor R. Michael Gill | Secretary of Commerce Benjamin H. Wu | Deputy Secretary of Commerce

December 13, 2017

Lisa Challenger Director Worcester County Tourism 104 West Market Street Snow Hill, MD 21863

Dear Ms. Challenger:

As you know, the Maryland Tourism Development Board (MTDB) is committed to supporting tourism marketing and development efforts conducted by local jurisdictions, which in turn, provide a return on investment to Maryland. Toward that end, the MTDB approved the 2018 Destination Marketing Organization (DMO) Grant Program as part of the Maryland Office of Tourism Development's (OTD) annual Marketing and Development Plan and in conjunction with Senate Bill 458, which took effect on July 1, 2008.

In response to the opportunities provided by Senate Bill 458, this year's grants are allocated based on Grantee's FY 2017Allowable Expenditures, growth of those same expenditures over FY 2016 and, growth of FY 2017 Comptroller-determined lodging tax revenues generated in their jurisdiction over same tax revenues collected in FY 2016. As determined by your jurisdiction's performance in these three measurements, the MTDB is pleased to award Worcester County Tourism a grant in the amount of \$102,931.

Enclosed are three copies each of the Grant Agreement, the 2018 Grant Guidelines and the Application Affidavit (where applicable). A copy of the 2018 DMO Marketing Plan was sent to you via email. Please complete and return all three copies of the Grant Agreement, Grant Guidelines, DMO Marketing Plan Form and Affidavit (where applicable) by **March 15, 2018**. Failure to comply with the application deadline may result in ineligibility for grant funds. After approval of your jurisdiction's grant submission, you will receive a fully executed grant packet for your files and you may begin to request reimbursement.

Thank you for your support of tourism in Maryland. If you have any questions, or if you need any further assistance, please contact Marci Wolff Ross, Assistant Director for Tourism Development, at 410-767-6286 or via email at marci.ross@maryland.gov.

Sincerely,

MMONA Liz Hitzsimmons

Managing Director Division of Tourism, Film and the Arts

Enclosures

cc: MTDB\file

World Trade Center | 401 East Pratt Street | Baltimore, MD\_21202 | 410-767-6300 | 888-246-6736 commerceanaryland gov

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#### MARYLAND DEPARTMENT OF COMMERCE MARYLAND TOURISM DEVELOPMENT BOARD

# FY 2018 DESTINATION MARKETING ORGANIZATION GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made between the Department of Commerce ("Commerce" or the "Department"), a principal department of the State of Maryland (the "State"), acting through the Maryland Tourism Development Board ("MTDB"), an agency of the Department, and the \_County Commissioners of Worcester County, Maryland \_\_\_\_ ("Grantee") whose Federal Identification Number is 52-6001064\_\_.

#### RECITALS

A. Grantee has requested grant assistance from MTDB in order to undertake activities consistent with Section 4-202 of the Economic Development Article of the Maryland Code, which establishes as MTDB's mission: "To guide, stimulate, and promote the coordinated, efficient, and beneficial development of travel and tourism in the State so that the State can derive the economic, social, and cultural benefits of travel and tourism to the fullest extent possible."

B. Consistent with Sections 4-212, 4-213 and 4-214 of the Economic Development Article of the Maryland Code, which require MTDB to: develop an annual marketing plan; encourage, assist, and coordinate the tourism activities of local and regional promotional organizations; and spend funds for the assistance and development of tourism and travel industries in the State, MTDB has developed a policy to support financially those political subdivisions that have presented viable marketing plans that are consistent with the State's annual tourism marketing plan. Section 4-214 further provides that the MTDB "shall set policies for spending money on tourism advertising, written and graphic materials, cooperative and matching promotional programs, and other tourism and travel developmental and promotional activities for the State; spend money of the Fund to plan, advertise, promote, assist, and develop the tourism and travel industries in the State; and beginning in Fiscal Year 2011, provide grants of not less than \$2,500,000 in total each fiscal year to destination marketing organizations for the purpose of attracting visitors to the State."

C. MTDB has approved the award of funding assistance to Grantee, to be expended by Grantee in accordance with this Agreement and the MTDB FY 2018 County Cooperative Grant Guidelines, attached hereto and incorporated herein as <u>Exhibit A</u>.

THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MTDB and Grantee agree as follows:

1. <u>Grant</u>. MTDB agrees to provide Grantee with funds in an amount not to exceed <u>One hundred two thousand nine</u> <u>hundred thirty one</u> Dollars (\$102,931) (the "Grant" or "Grant Funds"), subject to the availability of funds for such purpose.

a) <u>Grant Formula</u>: MTDB has awarded the Grant based on Grantee's FY 2017 Allowable Expenditures, \_.03\_\_% growth of FY 2017 Allowable Expenditures over same expenditures in FY 2016, \_\_1.96\_% growth of FY 2017 Comptrollerdetermined lodging tax revenues over same tax revenues collected in FY 2016.

b) Grant Term: The Agreement is in effect from January 1, 2018 to December 31, 2018.

2. <u>Purpose</u>. Grantee may use the Grant only for the purposes and in the manner set forth in its 2018 Destination Marketing Organization Grant Marketing Plan Form, attached hereto and incorporated herein as <u>Exhibit B</u>. The amount of \$1236.00 of the Grant Funds shall be spent in support of the Tourism Economic Impact Report for the State of Maryland and Maryland's DMO's.

3. <u>Guidelines</u>. Execution of this Agreement by Grantee shall bind Grantee to all terms and conditions set forth in <u>Exhibit A</u>.

4. <u>Disbursement</u>.

a) Most Allowable Expenditures will be reimbursed at a rate of 50%; however, OTD will reimburse Grantee at a rate of 100% for using OTD-developed advertising creative; participation in OTD-developed Cooperative Advertising placements; advertising in over-night, high-value geographic markets; participation in the Tourism Economic Impact Report for the State of Maryland and Maryland's DMO's Research Program; participation in the Maryland Sports Team Maryland Program; financial support for some of the projects associated with Capital Region USA and Brand USA; product development initiatives outlined

in OTD's annual marketing and development plan; for purchasing ad space in OTD publications such as Destination Maryland Guide, Maryland Scenic Byways Guidebook, etc., and on OTD web products, editorial, online Calendar of Events, etc., and delegate registration for USTA's Annual Educational Seminar for Tourism Organizations (ESTO), DMAI's Annual Convention and Maryland Tourism Council's annual Maryland Travel and Tourism Summit.

b) Grantee must submit all reimbursement requests no later than January 17, 2019. Disbursements of Grant Funds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws. The Department may, at any time, assess the State's fiscal position and the Department's financial resources and reduce the amount of undisbursed Grant funds.

5. <u>Notices</u>. All notices, requests, and consents made pursuant to this Agreement must be in writing or via email. Any communication is effective when mailed, first-class postage prepaid, as follows:

a) Submit Grant Agreement, 2018 Destination Marketing Organization Grant Application and Application Affidavit (when applicable) to:

Liz Fitzsimmons, Executive Director Maryland Tourism Development Board Office of Tourism Development 401 E. Pratt Street, 14th Floor Baltimore, MD 21202

b) Submit Reimbursement Requests, Proof of Performance, copies of Advertising Creative Approval Requests and any other applicable correspondence to:

Ms. Marci Wolff Ross, Assistant Director for Tourism Development Maryland Office of Tourism Development 401 East Pratt Street, 14th Floor Baltimore, MD 21202 TEL: 410.767.6286 EMAIL: mross@visitmaryland.org

c) Submit Advertising Creative Approval Requests to:

Ms. Kat Evans Maryland Office of Tourism Development 401 East Pratt Street, 14th Floor Baltimore, MD 21202 TEL: 410.767.6330 EMAIL: kevans@visitmaryland.org

d) Communications to Grantee:

Name: Lisa Challenger Title: Director Office Name: Worcester County Tourism Street Address: 104 West Market Street Town, Zip Code: Snow Hill, MD 21863 TEL: 410-632-3110 EMAIL: lchallenger@co.worcester.md.us

6. <u>Amendment</u>. This Agreement may be amended only by a written instrument executed by both parties.

7. <u>Maryland Law</u>. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

8. <u>Political Contributions</u>.

a) Grantee shall not use any Grant Funds to make contributions: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

b) If in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

9. <u>Entire Agreement</u>. This Agreement, together with the Exhibits attached to this Agreement and incorporated by reference, represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement may be deemed to exist or to bind the parties at the time of execution.

| WITNESS/A7                            | TTEST:                                 | GRANTEE:   |
|---------------------------------------|--|--|
| By:<br>(Signature)                    | <i>.</i>                               | By:<br>(Signature)   |
| (Typed Name)                          |  | (Printed Name)   |
|                                       |  | (Title)  |
| WITNESS:                              |  | MARYLAND TOURISM DEVELOPMENT BOARD:  |
|                                       |  | By:  |
| · · · · · · · · · · · · · · · · · · · |  | (Printed Name/Title)   |
| ·                                     |  | Date:  |
| Approved for f                        | orm and legal suff                     | iciency by:  |
|                                       |  | , Assistant Attorney General   |
| Attachments:                          | Exhibit A:<br>Exhibit B:<br>Exhibit C: | FY 2018 DMO Grant Guidelines<br>2018 Destination Marketing Organization Marketing Plan<br>Application Affidavit, if applicable |
|                                       |  |  |

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

## M E M O R A N D U M

# TO:Harold L. Higgins, Chief Administrative OfficerFROM:William Rodriguez, Parks SuperintendentDATE:January 30, 2018SUBJECT:Offshore Powerboat Race

I have had the opportunity to review Lisa Challenger's memo of January 19, 2018 in which she is requesting the County Commissioner's approval to utilize the West Ocean City Commercial Harbor parking lot for an Offshore Powerboat Association National Championship Offshore Powerboat Race to take place June 22-25, 2018. A copy of her memo and the race schedule is attached for your reference.

This event has successfully taken place in the past. The Parks Department has no objections but will remind you that this facility is used heavily by recreational boaters during fall fishing season and accommodations for their activities will be limited during this weekend for that activity. The Parks Department will assist by placing barrels to cordon off the areas in the parking lot so cars do not park in the requested area.

Should you have any questions, please feel free to call me at 410-632-2144 ext. 2521.

cc: Kenneth Whited, Maintenance Superintendent

| Friday, June 22 20 | 18 Ocean City Grand Prix Power Boat Race   |  |  |  |  |
|--------------------|--|--|--|--|--|
| All Day            | Arrival of Race Boats - Race Village - West Ocean City Public Ramp,<br>Sunset Ave, MD  |  |  |  |  |
| 9am - 4pm          | Race Boats Inspections - Race Village<br>Crane Area - West Ocean City Public Ramp<br>Ramp Area - West Ocean City Public Ramp<br>Wet Pits - West Ocean City Public Ramp<br>Dry Pits - West Ocean City Public Ramp |  |  |  |  |
| 12pm - 4pm         | Racers Registration - CRAB ALLEY - 9703 Golf Course Road, West<br>Ocean City, MD   |  |  |  |  |
| 7pm - ???          | Meet the Racers Party - CRAB ALLEY Golf Course Rd. W. O C  |  |  |  |  |
| Saturday, June 23  | 2018   |  |  |  |  |
| All Day            | Race Boats and Vendors in operation  |  |  |  |  |
| 8am                | Course Buoys set   |  |  |  |  |
| 8:30am             | Race Control Operational   |  |  |  |  |
| 9am                | Drivers meeting - Ocean City USCG Station - 610 South Philadelphia<br>Ave, Ocean City, MD  |  |  |  |  |
| 9am - 5pm          | Crane lift and Ramp operational - West Ocean City Public Ramp  |  |  |  |  |
| 10am - 4pm         | Team Registration - CRAB ALLEY   |  |  |  |  |
| 10am - 5pm         | Race Boat testing must be 1 mile off race course   |  |  |  |  |
| 12pm - 4pm         | GPS Registration @ Frank's Trailer at Crab Alley   |  |  |  |  |
| 7pm until ???      | MEET THE RACERS PARTY TBD  |  |  |  |  |
| Sunday, June 25 20 | 018  |  |  |  |  |
| All Day            | Race Boats and Vendors in operation  |  |  |  |  |
| 7:30am             | Team physicals - Ocean City USCG Station - 610 South Philadelphia Ave, Ocean City, MD  |  |  |  |  |
| 7:30am             | Course Buoy's set  |  |  |  |  |
| 8:30am             | Race Control Operational   |  |  |  |  |
| 3:30am             | Medical and Dive team briefing (Bruce Johnson) - Ocean City USCG<br>Station - 610 South Philadelphia Ave, Ocean City, MD   |  |  |  |  |
| 9am                | Drivers meeting - Ocean City USCG Station - 610 South Philadelphia<br>Ave, Ocean City, MD  |  |  |  |  |
| 9am - 5pm          | Crane lift and Ramp operational  |  |  |  |  |
| 9am                | Patrol Fleet Briefing - Ocean City USCG Station - 610 South Philadelphi<br>Ave, Ocean City, MD   |  |  |  |  |
| 10:30am            | Race Patrol Fleet and Course Support Fleet on station  |  |  |  |  |
| l2pm               | RACE 1 (start subject to adjustment)   |  |  |  |  |
| 1:30 pm            | RACE 2 (start subject to adjustment)   |  |  |  |  |
| /pm                | Awards Party - CRAB ALLEY - 9703 Golf Course Road, West Ocean Cit<br>MD  |  |  |  |  |

#### TEL: 410-632-3110 FAX: 410-632-3158 E-MAIL: tourism@co.worcester.md.us



DEPARTMENT OF TOURISM THOREESTER COURTS NOW HILL, MARYLAND 21863

Copy: Bill Rodrigues ~ For newin al comment

January 19, 2018

To: Harold Higgins, CAO

From: Lisa Challenger, Director

Re: Offshore Powerboat Race Request – June 22-25, 2018

Phil Houck, Ocean City resident and owner of Crab Alley, is requesting permission to use a portion of the West Ocean City commercial boat harbor parking lot for an Offshore Powerboat Association National Championship Offshore Power Boat Race. June 22-25, 2018 are reserved for race preparations, and June 24, 2018 will be the public viewing/participation day.

He is asking to use two-thirds of the east end of the parking lot to accommodate the trailers and other equipment of the racing boats allowing for one-third of the parking lot to be available to the general public and recreational boaters using the facility. He will provide additional trash cans during the event.

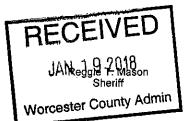
Mr. Houck would also like to request the County help with barrier cones to mark off the lot.

He has not been able to hold this event the last two years due to weather conditions. To my knowledge, there are no conflicting events taking place this weekend.

He anticipates attracting between 4,000-6,000 attendees. I recommend approving this event for June 22-25, 2018.

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

LC:dk





Douglas A. Dods Colonel

SINCE 1742 ONE WEST MARKET STREET, ROOM 1001 SNOW HILL, MARYLAND 21863-1072 410-632-1111

FAX: 410-632-3070

January 17, 2018

Commissioner Diana Purnell President, County Commissioner of Worcester County Snow Hill, Maryland

I have reviewed and signed the attached MOU with Pocomoke City Police Department. I recommend approval by Commissioners of Worcester County as well.

Jenne Maro

Reggie T. Mason Sheriff of Worcester County

# **POCOMOKE CITY, MARYLAND**

MAYOR BRUCE A. MORRISON mayormorrison@pocomokemd.gov

CITY MANAGER ROBERT L. COWGER bobby@pocomokemd.gov



CITY COUNCIL DIANE DOWNING BRIAN HIRSHMAN GEORGE TASKER ESTHER TROAST DALE TROTTER

January 2, 2018

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|    |    |     |       |          |     |    |          |     |   |

Maureen F.L. Howarth Worcester County One West Market Street Snow Hill, MD 21863

Re: Mutual Aid Agreement

Dear Ms. Howarth:

Please find enclosed an executed copy of the "Public Safety Mutual Aid Agreement" for Pocomoke City and Worcester County.

If you should have any questions or if we need to complete any other information please let me know.

Sincerely,

Carol L. Šullivan City Clerk

"Friendliest Town on the Eastern Shore"

# Public Safety Mutual Aid Agreement

#### AUTHORITY

THIS AGREEMENT is subject to and is entered into pursuant to Section 2-105 of the Criminal Procedural Article of the Annotated Code of Maryland, the County Commissioners of Worcester County, Maryland along with the Sheriff of Worcester County are authorized to enter into Mutual Aid Agreements with municipal corporations, counties and other governing agencies or jurisdictions to provide for public and governmental purposes and further pursuant to Subtitle 1 of Title 7 of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland.

#### PARTIES

Parties to this Agreement shall be County Commissioners of Worcester County, Maryland hereinafter called "Commissioners", the Worcester County Sheriff hereinafter called "Sheriff", and the Mayor and Council of Pocomoke City, Maryland, hereinafter called "Pocomoke City"; and

In order to be binding and effective, this Agreement must be approved by endorsement hereon by the County Commissioners of Worcester County, the Sheriff of Worcester County and the government agency named above.

#### AGREEMENT

Parties hereto, in consideration of the premises, the mutual promises herein contained and pursuant to the statutory references hereinbefore stated do hereby agree as follows:

- 1. <u>Mutual Aid Agreement</u>. This document shall memorialize agreements between the Parties and constitute a Mutual Aid Agreement adopted pursuant to the statutory references set forth above.
- 2. Definition.

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"Public Safety Officer", as used herein, shall mean law enforcement officers, including police officers and all other officers, agents, or employees of the Parties hereto as contemplated the statutes referenced above.

- 3. <u>Powers of Sheriff</u>. The Sheriff and deputies of the Sheriff's Office are Public Safety Officers of Worcester County, Maryland and have full and complete police powers, pursuant to law, and pursuant to the Constitution of Maryland throughout Worcester County, including areas within the corporate limits of the municipalities of Worcester County and limited only, if at all, in areas owned by the State of Maryland, the United States Government, or any foreign country or embassy.
- 4. <u>Authority in County</u>. The Sheriff is the Chief Law Enforcement Officer of Worcester County and shall have the right to control all operations taking place outside the corporate limits of Pocomoke City, provided, however, that this shall in no way limit the Sheriff's authority in Worcester County.
- 5. <u>Powers</u>. As set forth herein and in accordance with circumstances herein after set forth, Public Safety Officers of the Pocomoke City Police Department are authorized to exercise all of powers and authority, to which the Pocomoke City Police Department is powered within the corporate limits of Pocomoke City, outside of the corporate limits of said area but within Worcester County, Maryland in the following cases:
  - A. At such time as a Public Safety Officer of Pocomoke City Police Department observes a violation of the criminal or motor vehicle laws within the corporate limits of Pocomoke City and it becomes necessary to pursue the offender outside of the corporate limits, but within Worcester County to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender into the corporate limits of Pocomoke City;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within the corporate limits of Pocomoke City and it becomes necessary to continue such investigation outside of the corporate limits of Pocomoke City, but within Worcester County, and to apprehend, arrest and detain such offender, and to transport such offender back into the corporate limits of Pocomoke City, provided the offender is charged

with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;

- C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;
- D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of Pocomoke City, but within Worcester County;
- E. When requested by the Sheriff pursuant to this Agreement; or

s'

- F. At any time, in any instance covered by or provided for in this Agreement.
- 6. <u>Reciprocity</u>. Public Safety Officers of Worcester County are authorized to exercise all of powers and authority, to which they are empowered within the corporate limits of Worcester County, within Pocomoke City in the following cases:
  - A. At such time as a Public Safety Officer of Worcester County observes a violation of the criminal or motor vehicle laws within the County and it becomes necessary to pursue the offender inside of the corporate limits of Pocomoke City to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within Worcester County and it becomes necessary to continue such investigation inside the corporate limits of Pocomoke City, and to apprehend, arrest and detain such offender, and to transport such offender back outside the corporate limits of Pocomoke City, provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;
  - C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;

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- D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of Worcester County but within the municipal limits of Pocomoke City;
- E. When requested by Pocomoke Chief of Police pursuant to this Agreement; or
- F. At any time, in any instance covered by or provided for in this Agreement.
- 7. <u>Witness to Crime</u>. A Public Safety Officer of Worcester County and Pocomoke City will not undertake routine patrol or police duties outside the limits of its jurisdiction, except as specified within this Agreement. However, Public Safety Officers within Pocomoke City may exercise full police authority outside the corporate limits of Pocomoke City whenever they witness a crime, or in any extraordinary or emergency situation outside the limits of Pocomoke City, but within Worcester County, Maryland. Public Safety Officers of Worcester County may do the same within Pocomoke City.
- 8. <u>Equipment</u>. When mutual aid is requested and authorized hereby it may include the utilization of all necessary equipment.
- 9. <u>Request</u>. A request for assistance for mutual aid may be made by the Mayor & Council of Pocomoke City or the Chief Public Safety Officer of Pocomoke City or by the Sheriff or a Sheriff's Deputy either formally or informally and need not be made in writing. A record of the request, shall, however, be made in writing, either coincidental with the request or subsequent thereto which shall include the time of the request and the extent of the aid requested. If in the judgment of the Sheriff or Chief Public Safety Official, resources are needed and available, they may be dispatched. The requesting agency will identify when and where the resources need to report.
- 10. <u>Waiver</u>. Each of the Parties waives any and all claims that are against the other party to the Agreement that may arise out of their activities outside their respective jurisdictions under the provisions of this Agreement.
- 11. **Indemnity**. The Parties each indemnify and hold harmless the other party from any and all claims including those for worker's compensation as well as claims by third parties including those for property damage or personal injury or wrongful

death and that may arise out of the activities of the other party to this Agreement outside their respective jurisdictions pursuant to this Agreement, to the extent permitted by law. The Parties will cooperate fully with the other in defense of claims to include: immediate notification to the other party of any accident resulting in personal injury, damage or having the potential for liability.

- 12. Immunities. Whenever any Public Safety Officer / employee is acting in another jurisdiction pursuant to a request for assistance under this Agreement, that Public Safety Officer / employee shall have all of the authority, immunities from liability and exemptions from laws, ordinances and regulations and that Public Safety Officer's/employee's employing jurisdiction shall continue to provide all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by such Public Safety Officer/ employee to the same extent as if such officer or officers / employees were performing his or her respective duties within his or her employing jurisdiction. Nothing herein constitutes a waiver of any immunities or limitations of liability as may exist in law.
- 13. Insurance. Each of the Parties hereto shall obtain liability insurance with such companies and in such amounts as may be satisfactorily to the other party and which said insurance shall be extended to cover all claims arising out of this Agreement. Self- insurance or pooled insurance may satisfy this requirement. Each of the Parties shall provide for workers compensation insurance and officer's benefits to be provided by the respective employers at all times.
- 14. **Costs**. Each jurisdictions' direct and actual operational shall be borne by that jurisdiction unless some other written agreement is executed by the Parties.
- 15. <u>Not Joint Employees</u>. Public Safety Officers engaged in Mutual Aid pursuant to this Agreement or otherwise, shall not be considered joint employees of the other jurisdiction for any purpose.
- 16. <u>Control</u>. In cases where aid is requested by the Sheriff, control of the operation for which the aid is requested shall be vested in the Sheriff or in such Public Safety Officer as the Sheriff may designate and to whom such control is delegated.

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- 17. <u>Time Period</u>. This Agreement shall be binding upon both Parties for a period of one (1) year from the date hereof and shall be automatically renewed each succeeding year. This Agreement may be terminated upon the giving of thirty (30) days written notice by either party. This Agreement will be reviewed annually by the Parties.
- Limited to County Boundaries. This Agreement shall be effective only within the boundaries of Worcester County.
- 19. <u>No Limitation</u>. Nothing herein shall limit the power, authority or duties of the Sheriff or any Deputy Sheriff or other powers of law enforcement officers pursuant to law including, without limitation, fresh pursuit.
- 20. Disputes. If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the Parties agree to immediately escalate the issue to upper-level management (County/Municipality administrative directors) for their consideration. In all events, the Parties will negotiate, in good faith, a mutually agreeable solution. In the event all Parties cannot agree on a solution, the issue shall be directed to the Worcester County Commissioners and the Mayor & Council of Pocomoke City.

IN WITNESS WHEREOF, the Parties hereto, pursuant to the authority of the governing body of each party, have executed this Agreement by an authorized office, on this \_\_\_\_\_ day of 201\_.

ATTEST:

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#### COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

By:

Diana Purnell, President

ATTEST:

Harold L. Higgins

Jullova'

**Chief Administrative Officer** 

MAYOR AND COUNCIL OF POCOMOKE CITY

ATTEST:

SHERIFF OF WORCESTER COUNTY,

MARYLAND Reginald T. Mason, Sheriff

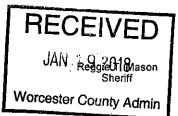
Chief of Police

Other Chief LEO

William H. H

**TTEST:** llha

H:\Forms\Mutual Aid Agreement.pocomoke





Douglas A. Dods Colonel

SINCE 1742 ONE WEST MARKET STREET, ROOM 1001 SNOW HILL, MARYLAND 21863-1072 410-632-1111

FAX: 410-632-3070

January 18, 2018

Commissioner Diana Purnell President, County Commissioner of Worcester County Snow Hill, Maryland

I have reviewed and signed the attached MOU with Snow Hill Police Department. I recommend approval by Commissioners of Worcester County as well.

aprie V. Mare

Reggie T. Mason Sheriff of Worcester County

# Public Safety Mutual Aid Agreement

#### AUTHORITY

THIS AGREEMENT is subject to and is entered into pursuant to Section 2-105 of the Criminal Procedural Article of the Annotated Code of Maryland, the County Commissioners of Worcester County, Maryland along with the Sheriff of Worcester County are authorized to enter into Mutual Aid Agreements with municipal corporations, counties and other governing agencies or jurisdictions to provide for public and governmental purposes and further pursuant to Subtitle 1 of Title 7 of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland.

#### PARTIES

Parties to this Agreement shall be County Commissioners of Worcester County, Maryland hereinafter called "Commissioners", the Worcester County Sheriff hereinafter called "Sheriff", and the Mayor and Council of Snow Hill, Maryland, hereinafter called "Snow Hill"; and

In order to be binding and effective, this Agreement must be approved by endorsement hereon by the County Commissioners of Worcester County, the Sheriff of Worcester County and the government agency named above.

#### AGREEMENT

Parties hereto, in consideration of the premises, the mutual promises herein contained and pursuant to the statutory references hereinbefore stated do hereby agree as follows:

 Mutual Aid Agreement. This document shall memorialize agreements between the Parties and constitute a Mutual Aid Agreement adopted pursuant to the statutory references set forth above.

#### 2. Definition.

"Public Safety Officer", as used herein, shall mean law enforcement officers, including police officers and all other officers, agents, or employees of the Parties hereto as contemplated the statutes referenced above.

- 3. <u>Powers of Sheriff</u>. The Sheriff and deputies of the Sheriff's Office are Public Safety Officers of Worcester County, Maryland and have full and complete police powers, pursuant to law, and pursuant to the Constitution of Maryland throughout Worcester County, including areas within the corporate limits of the municipalities of Worcester County and limited only, if at all, in areas owned by the State of Maryland, the United States Government, or any foreign country or embassy.
- 4. <u>Authority in County</u>. The Sheriff is the Chief Law Enforcement Officer of Worcester County and shall have the right to control all operations taking place outside the corporate limits of Snow Hill, provided, however, that this shall in no way limit the Sheriff's authority in Worcester County.
- 5. <u>Powers</u>. As set forth herein and in accordance with circumstances herein after set forth, Public Safety Officers of the Snow Hill Police Department are authorized to exercise all of powers and authority, to which the Snow Hill Police Department is powered within the corporate limits of Snow Hill, outside of the corporate limits of said area but within Worcester County, Maryland in the following cases:
  - A. At such time as a Public Safety Officer of Snow Hill Police Department observes a violation of the criminal or motor vehicle laws within the corporate limits of Snow Hill and it becomes necessary to pursue the offender outside of the corporate limits, but within Worcester County to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender into the corporate limits of Snow Hill;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within the corporate limits of Snow Hill and it becomes necessary to continue such investigation outside of the corporate limits of Snow Hill, but within Worcester County, and to apprehend, arrest and detain such offender, and to transport such offender back into the corporate limits of Snow Hill, provided the offender is charged with a

felony, or in addition, whenever a warrant has been issued for the offender's arrest;

- C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;
- D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of Snow Hill, but within Worcester County;
- E. When requested by the Sheriff pursuant to this Agreement; or
- F. At any time, in any instance covered by or provided for in this Agreement.
- 6. <u>Reciprocity</u>. Public Safety Officers of Worcester County are authorized to exercise all of powers and authority, to which they are empowered within the corporate limits of Worcester County, within Snow Hill in the following cases:
  - A. At such time as a Public Safety Officer of Worcester County observes a violation of the criminal or motor vehicle laws within the County and it becomes necessary to pursue the offender inside of the corporate limits of Snow Hill to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within Worcester County and it becomes necessary to continue such investigation inside the corporate limits of Snow Hill, and to apprehend, arrest and detain such offender, and to transport such offender back outside the corporate limits of Snow Hill, provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;
  - C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;

- D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of Worcester County but within the municipal limits of Snow Hill;
- E. When requested by Snow Hill Chief of Police pursuant to this Agreement; or
- F. At any time, in any instance covered by or provided for in this Agreement.
- 7. Witness to Crime. A Public Safety Officer of Worcester County and Snow Hill will not undertake routine patrol or police duties outside the limits of its jurisdiction, except as specified within this Agreement. However, Public Safety Officers within Snow Hill may exercise full police authority outside the corporate limits of Snow Hill whenever they witness a crime, or in any extraordinary or emergency situation outside the limits of Snow Hill, but within Worcester County, Maryland. Public Safety Officers of Worcester County may do the same within Snow Hill.
- 8. <u>Equipment</u>. When mutual aid is requested and authorized hereby it may include the utilization of all necessary equipment.
- 9. <u>Request</u>. A request for assistance for mutual aid may be made by the Mayor & Council of Snow Hill or the Chief Public Safety Officer of Snow Hill or by the Sheriff or a Sheriff's Deputy either formally or informally and need not be made in writing. A record of the request, shall, however, be made in writing, either coincidental with the request or subsequent thereto which shall include the time of the request and the extent of the aid requested. If in the judgment of the Sheriff or Chief Public Safety Official, resources are needed and available, they may be dispatched. The requesting agency will identify when and where the resources need to report.
- 10. <u>Waiver</u>. Each of the Parties waives any and all claims that are against the other party to the Agreement that may arise out of their activities outside their respective jurisdictions under the provisions of this Agreement.
- 11. <u>Indemnity</u>. The Parties each indemnify and hold harmless the other party from any and all claims including those for worker's compensation as well as claims by third parties including those for property damage or personal injury or wrongful

death and that may arise out of the activities of the other party to this Agreement outside their respective jurisdictions pursuant to this Agreement, to the extent permitted by law. The Parties will cooperate fully with the other in defense of claims to include: immediate notification to the other party of any accident resulting in personal injury, damage or having the potential for liability.

- 12. Immunities. Whenever any Public Safety Officer / employee is acting in another jurisdiction pursuant to a request for assistance under this Agreement, that Public Safety Officer / employee shall have all of the authority, immunities from liability and exemptions from laws, ordinances and regulations and that Public Safety Officer's/employee's employing jurisdiction shall continue to provide all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by such Public Safety Officer/ employees to the same extent as if such officer or officers / employees were performing his or her respective duties within his or her employing jurisdiction. Nothing herein constitutes a waiver of any immunities or limitations of liability as may exist in law.
- 13. Insurance. Each of the Parties hereto shall obtain liability insurance with such companies and in such amounts as may be satisfactorily to the other party and which said insurance shall be extended to cover all claims arising out of this Agreement. Self- insurance or pooled insurance may satisfy this requirement. Each of the Parties shall provide for workers compensation insurance and officer's benefits to be provided by the respective employers at all times.
- 14. **Costs**. Each jurisdictions' direct and actual operational shall be borne by that jurisdiction unless some other written agreement is executed by the Parties.
- 15. <u>Not Joint Employees</u>. Public Safety Officers engaged in Mutual Aid pursuant to this Agreement or otherwise, shall not be considered joint employees of the other jurisdiction for any purpose.
- 16. <u>Control</u>. In cases where aid is requested by the Sheriff, control of the operation for which the aid is requested shall be vested in the Sheriff or in such Public Safety Officer as the Sheriff may designate and to whom such control is delegated.

- 17. <u>Time Period</u>. This Agreement shall be binding upon both Parties for a period of one (1) year from the date hereof and shall be automatically renewed each succeeding year. This Agreement may be terminated upon the giving of thirty (30) days written notice by either party. This Agreement will be reviewed annually by the Parties.
- 18. Limited to County Boundaries. This Agreement shall be effective only within the boundaries of Worcester County.
- 19. <u>No Limitation</u>. Nothing herein shall limit the power, authority or duties of the Sheriff or any Deputy Sheriff or other powers of law enforcement officers pursuant to law including, without limitation, fresh pursuit.
- 20. Disputes. If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the Parties agree to immediately escalate the issue to upper-level management (County/Municipality administrative directors) for their consideration. In all events, the Parties will negotiate, in good faith, a mutually agreeable solution. In the event all Parties cannot agree on a solution, the issue shall be directed to the Worcester County Commissioners and the Mayor & Council of Snow Hill.

IN WITNESS WHEREOF, the Parties hereto, pursuant to the authority of the governing body of each party, have executed this Agreement by an authorized office, on this \_\_\_\_\_ day of 2018.

**ATTEST:** 

**ATTEST:** 

Harold L. Higgins **Chief Administrative Officer** 

Nutt

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

By:

Diana Purnell, President

MAYOR AND COUNCIL TOWN OF SNOW HILL

By: fohn C. Dorman Mayor

SHERIFF OF WORCESTER COUNTY, MARYLAND

Reginald T. Mason, Sheriff

**OTHER CHIEF LEO** Tom Dayis, Chief of Police

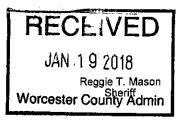
ATTEST:

Trish Goodsell Asst. to the Town Manager

ATTEST:

**Kelly Pruitt** 

**Town Manager** 







Douglas A. Dods Colonel

SINCE 1742 ONE WEST MARKET STREET, ROOM 1001 SNOW HILL, MARYLAND 21863-1072 410-632-1111

FAX: 410-632-3070

January 17, 2018

Commissioner Diana Purnell President, County Commissioner of Worcester County Snow Hill, Maryland

I have reviewed and signed the attached MOU with Ocean Pines Police Department. I recommend approval by Commissioners of Worcester County as well.

and V. Maro

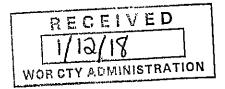
Reggie T. Mason Sheriff of Worcester County



# **OCEAN PINES ASSOCIATION, INC.**

239 Ocean Parkway • Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

January 10, 2018



Ms. Maureen F. L. Howarth County Attorney Government Center One West Market Street Snow Hill, MD 21863

Dear Ms. Howarth,

Enclosed is the signed Mutual Aid Agreement. Please return a copy of the Agreement once fully executed.

If I can be of further assistance please contact me.

Respectfully,

Ichelle Dennett

Michelle Bennett Executive Secretary

### Public Safety Mutual Aid Agreement

#### AUTHORITY

THIS AGREEMENT is subject to and is entered into pursuant to Section 2-105 of the Criminal Procedural Article of the Annotated Code of Maryland, the County Commissioners of Worcester County, Maryland along with the Sheriff of Worcester County are authorized to enter into Mutual Aid Agreements with municipal corporations, counties and other governing agencies or jurisdictions to provide for public and governmental purposes and further pursuant to Subtitle 1 of Title 7 of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland.

#### PARTIES

Parties to this Agreement shall be County Commissioners of Worcester County, Maryland hereinafter called "Commissioners", the Worcester County Sheriff hereinafter called "Sheriff", and <u>Ocean Pines Association</u> hereinafter called "<u>OPA</u>"; and

In order to be binding and effective, this Agreement must be approved by endorsement hereon by the County Commissioners of Worcester County, the Sheriff of Worcester County and the government agency named above.

#### AGREEMENT

Parties hereto, in consideration of the premises, the mutual promises herein contained and pursuant to the statutory references hereinbefore stated do hereby agree as follows:

- 1. <u>Mutual Aid Agreement</u>. This document shall memorialize agreements between the Parties and constitute a Mutual Aid Agreement adopted pursuant to the statutory references set forth above.
- 2. Definition.

"Public Safety Officer", as used herein, shall mean law enforcement officers, including police officers and all other officers, agents, or employees of the Parties hereto as contemplated the statutes referenced above.

- 3. <u>Powers of Sheriff</u>. The Sheriff and deputies of the Sheriff's Office are Public Safety Officers of Worcester County, Maryland and have full and complete police powers, pursuant to law, and pursuant to the Constitution of Maryland throughout Worcester County, including areas within the corporate limits of the municipalities of Worcester County and limited only, if at all, in areas owned by the State of Maryland, the United States Government, or any foreign country or embassy.
- 4. <u>Authority in County</u>. The Sheriff is the Chief Law Enforcement Officer of Worcester County and shall have the right to control all operations taking place outside the corporate limits of <u>OPA</u>, provided, however, that this shall in no way limit the Sheriff's authority in Worcester County.
- 5. <u>Powers</u>. As set forth herein and in accordance with circumstances herein after set forth, Public Safety Officers of <u>OPA</u> are authorized to exercise all of powers and authority, to which the <u>OPA</u> is empowered within the corporate limits of the <u>OPA</u>, outside of the corporate limits of said area but within Worcester County, Maryland in the following cases:
  - A. At such time as a Public Safety Officer of <u>OPA</u> observes a violation of the criminal or motor vehicle laws within the corporate limits of <u>OPA</u> and it becomes necessary to pursue the offender outside of the corporate limits, but within Worcester County to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender into the corporate limits of the <u>OPA</u>;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within the corporate limits of the <u>OPA</u> and it becomes necessary to continue such investigation outside of the corporate limits of <u>OPA</u>, but within Worcester County, and to apprehend, arrest and detain such offender, and to transport such offender back into the corporate limits of <u>OPA</u>, provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;

- C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;
- D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of the <u>OPA</u>, but within Worcester County, limited, however, to <u>Those Bodies of WATER</u> Within O(FAN PINES

E. When requested by the Sheriff pursuant to this Agreement; or

F. At any time, in any instance covered by or provided for in this Agreement.

- 6. <u>Reciprocity</u>. Public Safety Officers of Worcester County are authorized to exercise all of powers and authority, to which they are empowered within the corporate limits of Worcester County, within <u>OPA</u> in the following cases:
  - A. At such time as a Public Safety Officer of Worcester County observes a violation of the criminal or motor vehicle laws within the County and it becomes necessary to pursue the offender inside of the corporate limits of <u>OPA</u> to prevent the offender's escape, or to apprehend, arrest and detain such offender or to transport such offender;
  - B. While conducting an investigation into a crime which has been alleged to have occurred within Worcester County and it becomes necessary to continue such investigation inside the corporate limits of OPA, and to apprehend, arrest and detain such offender, and to transport such offender back outside the corporate limits of OPA, provided the offender is charged with a felony, or in addition, whenever a warrant has been issued for the offender's arrest;
  - C. While attached to any multi-agency unit, task force or, when at the request of the Sheriff participating in any joint assignment, effort, operation, check point, surveillance or other exercise which includes at least one member of the Sheriff's Office;

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D. While conducting marine patrols on bodies of water and their tributaries outside the corporate limits of Worcester County but within the municipal limits of OPA, limited, however, to <u>Thuse Bodies</u> of WAER WITHIN OLEAN PINES;

E. When requested by <u>OPA</u> pursuant to this Agreement; or

- F. At any time, in any instance covered by or provided for in this Agreement.
- 7. <u>Witness to Crime</u>. A Public Safety Officer of Worcester County and <u>OPA</u> will not undertake routine patrol or police duties outside the limits of its jurisdiction, except as specified within this Agreement. However, Public Safety Officers within the <u>OPA</u> may exercise full police authority outside the corporate limits of the <u>OPA</u> whenever they witness a crime, or in any extraordinary or emergency situation outside the limits of the <u>OPA</u>. but within Worcester County, Maryland. Public Safety Officers of Worcester County may do the same within <u>OPA</u>.
- 8. <u>Equipment</u>. When mutual aid is requested and authorized hereby it may include the utilization of all necessary equipment.
- 9. <u>Request</u>. A request for assistance for mutual aid may be made by the <u>OPA</u> or the Chief Public Safety Officer of the <u>OPA</u> or by the Sheriff or a Sheriff's Deputy either formally or informally and need not be made in writing. A record of the request, shall, however, be made in writing, either coincidental with the request or subsequent thereto which shall include the time of the request and the extent of the aid requested. If in the judgment of the Sheriff or Chief Public Safety Official, resources are needed and available, they may be dispatched. The requesting agency will identify when and where the resources need to report.
- 10. <u>Waiver</u>. Each of the Parties waives any and all claims that are against the other party to the Agreement that may arise out of their activities outside their respective jurisdictions under the provisions of this Agreement.
- 11. <u>Indemnity</u>. The Parties each indemnify and hold harmless the other party from any and all claims including those for worker's compensation as well as claims by third parties including those for property damage or personal injury or wrongful

death and that may arise out of the activities of the other party to this Agreement outside their respective jurisdictions pursuant to this Agreement, to the extent permitted by law. The Parties will cooperate fully with the other in defense of claims to include: immediate notification to the other party of any accident resulting in personal injury, damage or having the potential for liability.

- 12. <u>Immunities</u>. Whenever any Public Safety Officer / employee is acting in another jurisdiction pursuant to a request for assistance under this Agreement, that Public Safety Officer / employee shall have all of the authority, immunities from liability and exemptions from laws, ordinances and regulations and that Public Safety Officer's/employee's employing jurisdiction shall continue to provide all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by such Public Safety Officer' employees were performing his or her respective duties within his or her employing jurisdiction. Nothing herein constitutes a waiver of any immunities or limitations of liability as may exist in law.
- 13. Insurance. Each of the Parties hereto shall obtain liability insurance with such companies and in such amounts as may be satisfactorily to the other party and which said insurance shall be extended to cover all claims arising out of this Agreement. Self- insurance or pooled insurance may satisfy this requirement. Each of the Parties shall provide for workers compensation insurance and officer's benefits to be provided by the respective employers at all times.
- 14. <u>Costs</u>. Each jurisdictions' direct and actual operational shall be borne by that jurisdiction unless some other written agreement is executed by the Parties.
- 15. Not Joint Employees. Public Safety Officers engaged in Mutual Aid pursuant to this Agreement or otherwise, shall not be considered joint employees of the other jurisdiction for any purpose.
- 16. <u>Control</u>. In cases where aid is requested by the Sheriff, control of the operation for which the aid is requested shall be vested in the Sheriff or in such Public Safety Officer as the Sheriff may designate and to whom such control is delegated.

17. <u>Time Period</u>. This Agreement shall be binding upon both Parties for a period of one (1) year from the date hereof and shall be automatically renewed each succeeding year. This Agreement may be terminated upon the giving of thirty (30) days written notice by either party. This Agreement will be reviewed annually by the Parties.

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- Limited to County Boundaries. This Agreement shall be effective only within the boundaries of Worcester County.
- 19. <u>No Limitation</u>. Nothing herein shall limit the power, authority or duties of the Sheriff or any Deputy Sheriff or other powers of law enforcement officers pursuant to law including, without limitation, fresh pursuit.

20. <u>Disputes</u>. If any dispute or issue arises under this Agreement, the Parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the Parties agree to immediately escalate the issue to upper-level management (County/Municipality administrative directors) for their consideration. In all events, the Parties will negotiate, in good faith, a mutually agreeable solution. In the event all Parties cannot agree on a solution, the issue shall be directed to the Worcester County Commissioners and CAA.

IN WITNESS WHEREOF, the Parties hereto, pursuant to the authority of the governing body of each party, have executed this Agreement by an authorized office, on this \_\_\_\_\_ day of 2017.

ATTEST:

#### COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Madison J. Bunting, Jr., President

ATTEST:

ATTEST:

**ATTEST:** 

Harold L. Higgins

Nichelie & Bennott

**Chief Administrative Officer** 

GOVERNING AGENCY/MUNICIPALITY

By:

SHERIFF OF WORCESTER COUNTY, MARYLAND

Reginald T. Mason, Sheriff

**Other Chief LEO** 

Title

H:\Forms\Mutual Aid Agreement Form.wpd

| RECEIVED<br>JAN 2 2 2018             |   | $\bigcirc$ |
|--------------------------------------|---|------------|
| Worcester County Admin<br>Memorandum | Department of Environmental Programs                      |            |
| То:                                  | Harold L. Higgins, Chief Administrative Officer           |            |
| From:                                | Robert J. Mitchell, LEHS Director, Environmental Programs |            |
| Subject:                             | Grey's Creek Nature Park<br>Forest Management Plan        |            |
| Date:                                | 1/18/18   |            |

Attached you will find a Proposal for the preparation of the Forest Management Plan for the Grey's Creek Nature Park. The preparation of this plan was authorized during the County Commissioner meeting of August 18, 2015. This plan was intended to be prepared by our local state forester. After more than a few requests for delays on their part, they were unable to free his time up to prepare that plan. After they formally declined to provide this service, we then solicited the local private foresters for their interest in supplying proposals for this plan.

We have attached a proposal from the only local private forester that was willing to perform the work to complete this plan. It was to be paid for by utilizing the leftover CREP income for the property. As originally intended, the Department of Recreation and Parks will expend funds for this service from Account # 100.1602.517.7180 - FY16CREP Grant Deferred Revenue.

I would respectfully request signature on the enclosed plan proposal so we can complete this work.

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

Enclosures

cc: David Bradford William Rodriguez

Citizens and Government Working Together



#### **PROPOSAL FOR PREPARING A FOREST MANAGEMENT PLAN**

#### ON THE LANDS OF WORCESTER COUNTY, SHOWN ON TAX MAP 11, PARCEL 2

#### APPROX. 180 ACRES, NEAR WILLIAMSVILLE, DELAWARE

#### **Forest Management Plan Development**

- 1. Prepare a Forest Management Plan on the former Weidman Property, situated near Williamsville, Delaware. This woodland totaling approximately 180 acres is shown on a Plat prepared by Lane Engineering, Inc., found in the Worcester County plat records at SVH 208/37.
- 2. This Management Plan will be developed with the landowner's goals and objectives as described in the provided document as well as through prior discussion. Site information such as tree age, species composition, stocking levels, soils data, wetland data and historical sites will all be included in the plan. Stand recommendations and a timeline of proposed activities will also be presented.
- 3. Plan preparation will include the development of a GIS project of the property using digital ortho-quadrangle imagery.

The fee for completing the Forest Management Plan will range between \$1,500.00 and \$4,000.00, depending on the time we have accrued in completing the Plan at a rate of \$85.00 per hour. The bill will be due when the Forest Management Plan has been completed.

I, \_\_\_\_\_, agree to have PARKER FORESTRY SERVICES, INC. handle services as stated above.

| Date: | <br>Signed: |  |
|-------|-------------|--|
|       |             |  |

Diana Purnell President Worcester County Commissioners Pursuant to the recommendation of Lieutenant Neil Adams upon the request of John Moses, Director of the Criminal Justice Department at Wor-Wic Community College (WWCC), and upon a motion by Commissioner Mitrecic, the Commissioners unanimously declared one 2010 Crown Victoria with 178,000 miles to be surplus property and agreed to notify the public of their intent to dispose of this surplus property by donating it to WWCC where it will be used as a tool to teach pursuit driving to police recruits. Lt. Adams advised that typically the County receives between \$500 and \$1,000 for a surplus vehicle sold on GovDeals.com, and he believes the benefit of donating one surplus vehicle to WWCC would far outweigh the monetary loss

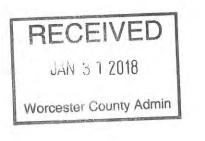
Pursuant to the recommendation of Environmental Programs Director Bob Mitchell and the written request of Spiro Buas, owner of the Pines Mini Plaza property, and upon a motion by Commissioner Church, the Commissioners unanimously agreed to extend the six-month deadline for redevelopment associated with reallocating treatment capacity allocated to his property in the Pines Plaza Commercial Sanitary Service Area (SSA) from August 20, 2015 to November 30, 2015 to accommodate various contractual and logistical issues that must be resolved before the existing treatment facility can be demolished.

Pursuant to the recommendation of Mr. Mitchell and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Bunting to sign the Maryland Department of Natural Resources (DNR) Forest Service Application for Development of a Forest Stewardship Plan for the Grey's Creek Nature Park. Mr. Mitchell advised that development of a trail network for the nature park will be planned by County staff from Environmental Programs and Recreation and Parks in cooperation with the Maryland Coastal Bays Program (MCBP). The Forest Stewardship Plan to be prepared by DNR will assist with the effort and will address the following goals in ranking order: natural heritage and recreation, fish and wildlife habitat improvement, soil and water quality protection, and forest products production.

The Commissioners met in legislative session.

Commissioner Bertino stated that at the Commissioners' meeting on July 21, 2015 a motion by Commissioner Mitrecic to adopt Bill 15-9 (Natural Resources - Abolishment of Shoreline Commission), failed, with Commissioners Bunting, Elder and Mitrecic voting in favor of the motion and Commissioners Bertino, Church, Lockfaw and Purnell voting in opposition; and afterward they voted formally to rescind their approval of the companion Bill 15-10 (Zoning - Waterfront Structures Regulated by Natural Resources Article). Commissioner Bertino advised that while he originally voted against Bill 15-9, further research has since convinced him that this additional layer of government is unnecessary and results in significant additional costs to County property owners. Therefore, he recommended the Commissioners reconsider Bills 15-9 and 15-10. County Attorney Sonny Bloxom advised that the motion to reconsider these defeated bills was appropriate, since it was made by a member of the majority on the original vote and was considered at the next legislative session after the original vote.

Upon a motion by Commissioner Bertino, the Commissioners voted 5-1, with Commissioner Church voting in opposition to reconsider Bills 15-9 and 15-10. Commissioner







Department of Environmental Programs

#### Memorandum

| To: | Harold | L. | Higgins, | Chief | Administrative | Officer |
|-----|--------|----|----------|-------|----------------|---------|
|     |        |    |          |       |                |         |

- From: Robert J. Mitchell, LEHS Director, Environmental Programs
- Subject: Maryland Community Resilience Grant Program Notice of Potential Project Applications

Date: 1/22/18

Maryland's Department of Natural Resources (DNR), Chesapeake and Coastal Division, has issued a solicitation for a Community Resilience Grant to assist with coastal impacts of climate-related hazards. This memo is to inform you of pending project applications for this program from Worcester County that we will be bringing to the County Commissioners at a future meeting for final approval. This is the first year that funds can be utilized to design and permit nature-based shoreline stabilization and flood reduction projects. While the program intent looks broad, when we visited multiple candidate sites within the county with DNR staff, the opportunities narrowed significantly. We have applied for the projects that stand the best chance of securing funding. If we are able to garner funding for these projects, we will be on track to apply for the implementation portion of the award from a future program funding opportunity.

The attached memo from David Bradford details the two projects that we are anticipating being part of a grant submission for funding. The first, the Selsey Road site in West Ocean City, is more of a marsh restoration, road and residential property protection project. We would be the lead in that application. The landowner has been contacted and is interested in the potential work that would come with mitigation measures being proposed for the property. The second, the Tizzard Island project in southern Chincoteague Bay, is an erosion control project the will also produce significant habitat and water quality benefits. That project will be submitted by the Maryland Coastal Bays Program (MCB) and the county is proposed to provide in-kind services in support of informational needs for the design preparation.

We are providing this informational update before the final preparation of the grant packages to ensure that the Commissioners are appraised of the projects and are in concurrence with the general

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intent of the applications. We would be the lead in only one of the applications and would only be asked to provide a letter of support to MCB for in-kind services for the other. These applications are for design-work/permitting submittals only and a future phase of funding will be needed for implementation. We would respectfully request concurrence of the County Commissioners to proceed with the grant applications, pending review of the final submittals at a future meeting.

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

Enclosures

cc: David Bradford Katherine Munson Kim Reynolds Tom Kane

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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

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

| DATE:    | 1/22/18                                      |
|----------|--|
| TO:      | Robert J. Mitchell, Director                 |
| FROM:    | David M. Bradford Jr., Deputy Director DMB   |
| SUBJECT: | Community Resiliency Grant Program DNR       |
| ~~~~~    | community recommendy crant regram protection |

The Chesapeake and Coastal Service (CCS) division of DNR is currently accepting applications for potential projects as a part of their Coastal Resiliency grant funding which will become available July 1, 2018. I have enclosed the grant brochure which better explains the program <a href="http://dnr.maryland.gov/ccs/coastsmart/Documents/cs\_RFP.pdf">http://dnr.maryland.gov/ccs/coastsmart/Documents/cs\_RFP.pdf</a>. The focus of this grant opportunity is to assist communities enhance their resiliency to effects of extreme weather and storms. Potential projects will utilize nature based solutions to help protect infrastructure, public resources, environmentally sensitive areas, and coastal communities. During this current year, Governor Hogan has designated funding to assist with the design and permitting portions of these projects. Next year's funding will focus on construction.

Katherine Munson and I have been working with DNR and MD Coastal Bays Program to identify potential sites within the County that may rank well and have the best opportunity for funding. As a result of this work, we have identified two locations that we feel are a good fit for this program. These sites include the northern side of Selsey Road (Tax Map 21, Parcel 28) and Tizzard Island (Tax Map 87, Parcel 21) located off of Taylor Landing Road. Since the Md Coastal Bays Program has been more involved with the Tizzard Island proposal, we have decided to let them handle the grant submission and management of that project and we will oversee the Selsey Road proposal and manage the project.

The Selsey Road site is repeatedly effected by storm events given its north/northeast orientation. Significant erosion has occurred over the years along this 700'+/- of shoreline and continues to worsen over the years as you will see on the attached aerial image. Residents within this area routinely have to deal with flooding issues within this area as a result of this continued erosion and marsh degradation. There are approximately 20 homes that are located directly across the street from this area that could benefit from this proposed restoration work as will the County owned infrastructure located here. As the design of the proposed work is a part of the grant request, a formal plan has not yet been drafted but it is expected to include various methods of nature based protection such as stone sills, marsh creation, and

#### Citizens and Government Working Together

LAND PRESERVATION PROGRAMS STORMWATER MANAGEMENT SEDIMENT AND EROSION CONTROL SHORELINE CONSTRUCTION AGRICULTURAL PRESERVATION ADVISORY BOARD sand management techniques to name a few. County staff will handle the grant submissions and manage this project.

The Tizzard Island site is an island located in the Chincoteague Bay down near Taylor Landing. The island consists of approximately 200 acres of a mixture of marshland, upland tumps, tidal and non-tidal wetlands, in addition to a historical homesite that was constructed in the 1930's. As we all are aware, these ecologically sensitive islands within our Coastal Bays are unfortunately quickly disappearing as a result of erosion, marsh subsidence, and sea level rise. Just as with the Selsey Road site, the specific design of the work is a part of the grant application and funding and as a result has not been entirely ironed out. However, it is certain that it will include nature based protection methods such as marsh creation, stone still placement, and sand management techniques to help preserve the island. The MD Coastal Bays Program will handle the management of this project in its entirety.

At this juncture we are only looking for support from the Commissioners to proceed with the grant application process for these projects. Also, the MD Coastal Bays Program needs to have a letter of support from the County Commissioners in order to proceed with the application for Tizzard since they are not a government agency. These applications are being solicited state wide and DNR will determine which will actually be funded based upon their ranking system this spring. Project funding is not expected until June – October 2018.

As always, I will make myself available for any potential questions or concerns raised during the Commissioners meeting.

Please let me know if you have any questions.

Attachments:

- (1) Community Resilience Grant Program brochure (6 pages).
- (2) Selsey Road Aerial (1 page).
- (3) Tizzard Island Aerial (1 page)

Cc: Katherine Munson, Planner V(email)

# Maryland's Community Resilience Grant Program 2018 PROJECT SOLICITATION

*Maryland's Community Resilience Grant Program* provides financial and technical assistance to local governments to help address the impacts of hazards, including localized flooding, storm events and sea level rise.











# Overview

The Chesapeake and Coastal Service (CCS) is soliciting project proposals that will help address the impacts of climate-related hazards through the Community Resilience Grants Program (Resilience Grants). Projects can be proposed to address coastal impacts (storm surge, shoreline erosion, sea level rise, nuisance flooding, etc.), stormwater hazards, and floodplain flood risks. Proposals should address one of three project phases: Understand, Plan, or Implement.

The Resilience Grants encourage projects that take a holistic, watershed-scale planning approach to address both water quantity and quality. Ideal projects will foster innovative adaptation strategies that ensure that Maryland communities are increasingly resilient to flood risks, work to ascertain that Bay and ocean waters meet living resource and human needs, and serve to enhance the protection and management of the state's resources. Projects should help communities more clearly communicate the risks associated with hazards in order to better protect citizens, infrastructure, and natural resources.

Grants this year are made possible by funding provided by the State of Maryland, the National Oceanic Atmospheric Administration (NOAA), and the Environmental Protection Agency (EPA). Maryland's Community Resilience Grants Program combines the funding previously available through the CoastSmart Communities and Green Infrastructure Resiliency grant programs. The state is better able to promote and support comprehensive, holistic planning and implementation projects through this revised solicitation by leveraging federal dollars with newly available state funds to address resiliency in Maryland.

# **Background and Intent of Funding**

The damages and impacts resulting from flood events present a substantial threat to communities, infrastructure and natural resources throughout the state. Since 2007, Maryland has experienced four hurricane and flood events warranting Presidential Disaster Declarations, resulting in more than \$95 million in federal public assistance. This solicitation requests actions that can be taken before a flood event to reduce the risk to life, property, and natural resources. The funds will be used for projects that seek to achieve this reduced risk in whatever manner is most feasible for the local community. **This solicitation encourages projects that address both coastal impacts and stormwater and floodplain impacts**.

#### **Coastal Impacts**

Extending over 3,000 miles along the diverse landscape of the Chesapeake Bay, the Coastal Bays, and the Atlantic Ocean, Maryland's shoreline is highly susceptible to coastal hazards. In Maryland, these hazards are both episodic (hurricanes, nor'easters, floods, nuisance flooding, and storm surge) and chronic (sea-level rise, land subsidence, and erosion) in nature. Almost 70% of Maryland's shoreline experiences chronic erosion and up to 60% of some counties lie within FEMA's Special Flood Hazard Area.

This grant program aims to support local governments located in Maryland's coastal zone integrate planning scenarios into day-to-day decision making (e.g. variances, permits, etc.) and long-term strategic planning (e.g. major infrastructure updates, community visioning, designating growth and intense development areas, etc.) to be better prepared for the next flood event. This includes increasing the awareness of residents, business owners, elected officials, and planners around what hazards exist now and into the future and what actions can be taken to maintain a community's identity and cultural heritage, while acknowledging changes that could impact that vision. Potential projects include flood vulnerability and risk assessments, updates to planning documents (e.g. hazard mitigation plans, zoning ordinances, building codes, floodplain ordinances, comprehensive plans), education and outreach campaigns and materials and support of a community's participation in FEMA's Community Rating System (CRS). All projects should integrate risk reduction into day-to-day planning processes to reduce overall flood risk from tide-influenced and/or rain and storm events. New this year, funds can be utilized to design and permit natural and nature-based shoreline stabilization and flood reduction projects. Projects may consist of shoreline and buffer restoration, beneficial use of dredge materials, tidal marsh restoration, dune restoration, or other nature-based solutions that provide community and ecosystem benefits by restoring, enhancing, or creating coastal habitat. These coastal resilience practices help to attenuate wave energy, stabilize sediment and absorb water, acting as natural buffers from the impacts of coastal storms and other climate impacts. In addition to protecting critical coastal infrastructure, these practices can also address public access, vital habitats, and environmental justice. Once a project is designed and permitted, CCS will work with the partners to fund the construction of the project, but construction funding is not guaranteed. Applicants cannot propose construction projects without first receiving funding for design and permitting through this grant program.

In order to receive funding to address coastal impacts, the project must be located within Maryland's designated coastal zone, which consists of Anne Arundel, Baltimore, Calvert, Caroline, Cecil, Charles, Dorchester, Harford, Kent, Prince George's, Queen Anne's, St. Mary's, Somerset, Talbot, Wicomico, and Worcester counties and Baltimore City.

To review examples of coastal resilience restoration projects, click here.

#### Stormwater and Floodplain Impacts

Maryland's precipitation regime is changing. Annual precipitation totals in Maryland have become more variable since 1970, and our winters are anticipated to become wetter. Since 1958 the amount of precipitation that has occurred in extreme events in the eastern United States has increased by twenty five percent, and extreme weather events are expected to become even more frequent and intense. Larger and more frequent precipitation events will increase stormwater runoff, which may overwhelm stormwater management systems designed for smaller storms. Riparian flooding is also likely to increase as a result of the changing precipitation regime. An increase in the incidence and severity of flooding will cause increased damages and further degrade water quality.

This grant program aims to help Maryland communities assess localized flood risks resulting from more frequent and intense precipitation events and address those risks by implementing targeted green infrastructure projects. Green infrastructure practices - such as rain gardens, bioretention facilities, and permeable pavement - reduce flooding by helping stormwater infiltrate in place rather than contributing to runoff. As a result, these practices have the dual benefits of managing water quantity while also improving water quality. Potential projects include watershed assessments that focus on determining local flood risks and how green infrastructure can be used to address those risks and site- or watershed-level green infrastructure implementation plans and project designs. Once a project is designed and permitted, CCS will work with the partners to fund the construction of the project, but construction funding is not guaranteed. Applicants cannot propose construction projects without first receiving funding for design and permitting through this grant program.

To receive funding to address stormwater or floodplain hazards, the community must be located within the Maryland portion of the Chesapeake Bay watershed. Please note that projects proposed in Cecil, Garrett and Worcester counties must be located within the portions of those counties that are within the watershed in order to be eligible.

# Phases

Project proposals must be submitted under one of the three following phases: Understand, Plan, or Implement. Each phase reflects where a local community may be in preparedness. Projects submitted under all phases will receive equal consideration for funding. Each phase is meant to build upon complementary tasks such as community engagement.

#### Phase 1 - Understand

Local governments that have yet to complete a formal assessment of the risk natural hazards pose to their community are encouraged to submit a project proposal under Phase 1. Projects in this category should propose bringing together existing resources and data (such as hazard mitigation plans and Flood Insurance Rate Maps) to develop a holistic understanding of what is at-risk (built and natural infrastructure) to tidal, stormwater or riparian flooding. Phase 1 proposals may request up to \$75,000 of funding for projects that will be a maximum of one year in duration.

Examples of projects may include:

- Model dynamic processes, such as erosion, coastal flooding, or stormwater flow
- Model marsh migration under the MD Climate Change Commission scenarios
- Assess vulnerability of natural resources, recreational and public access, and built infrastructure to flooding and/or MD Climate Change Commission sea level rise scenarios
- · Conduct assessments to determine how green infrastructure practices could reduce flooding risks

#### Phase 2 – Plan

Local governments that have quantified and understand their vulnerability and risk are encouraged to apply for a grant in this category. Under Phase 2, projects will use data from vulnerability assessments and other existing resources to either research and evaluate current planning processes for how and where to integrate hazard planning strategies or move forward with updating and adopting updated planning processes. These projects should result in higher regulatory standards and risk-reduction strategies. Applicants must identify a program change (change in local policies) for which the funding is being sought. Proposals may request up to \$75,000 of funding for projects that will be a maximum of one year in duration.

Examples of projects may include:

- Update and adopt planning processes such as hazard mitigation plans, small area flood mitigation plans, critical areas plans, floodplain ordinances, building codes, zoning ordinances, and/or long-term plans
- Develop or integrate a green infrastructure plan to address coastal, stormwater, or floodplain hazards
- Maintain membership in, or apply to, FEMA's Community Rating System (CRS)
- Assess or evaluate impacted infrastructure (built or natural) with the intent to address current and anticipated flood impacts

#### Phase 3 – Implement

Local governments and non-profit organizations can submit proposals under this phase to design and permit a resilience project that addresses coastal hazards, stormwater hazards, and/or floodplain management needs. Proposals must be for natural and nature-based resilience projects (i.e. green infrastructure); gray infrastructure (such as bulkheads, conventional stormwater system upgrades and sea walls) will not be funded. CCS can assist applicants to define and identify potential green infrastructure projects that will increase their resilience to specific climate hazards. Proposals may request up to \$100,000 of funding for projects that will be a maximum of two years in duration. Once a project is designed and permitted, CCS will work with the partners to fund the construction of the project, but construction funding is not guaranteed. Applicants cannot propose construction projects without first receiving funding for design and permitting through this grant program.

Examples of projects may include:

- Design a green infrastructure practice that will address previously-determined stormwater risks anticipated due to climate change
- Design an innovative coastal resilience project that will restore or enhance natural features (such as high and low marsh, dunes, coastal forest buffer, and near-shore habitats) while protecting critical infrastructure g

# **Eligible Applicants**

**Local Governments:** Local governments are eligible to propose projects under all phases. Applications must be submitted by a representative of a local government (county or municipality) and the government entity must be the funding recipient if selected.

**Non Profits:** Charitable or religious non-profit organizations are eligible to apply for funding for Phase 3 projects only. Non-profit organizations must submit a letter of support from a local government representative as well as be registered, in compliance and in good standing with the Maryland Secretary of State.

Other organizations are encouraged to partner with an eligible entity.

# Letter of Intent

Interested applicants are encouraged to submit a letter of intent through the CCS Grants Online website at: http:// mesgis.com/GrantsOnLine/Login.aspx. Please note that although they are encouraged to be submitted by January 26, 2018, letters of intent are not required but will assist CCS staff in working with interested communities to identify and scope a proposal prior to the solicitation deadline. To submit a letter of intent, you will first need to visit the website and create a profile, which consists of a username and password. Please store your username and password in a secure location for later reference. Once you have created a profile and/or logged into the system, select "Submit a Proposal" from the left menu bar. Next you will be asked to select the funding source for which you want to apply – choose "Community Resilience Grant Letter of Intent." Fill out the appropriate information in fields 1-14 and upload a letter briefly describing your project and the anticipated funding request for Step 1b. You do not need to complete Steps 2 or 3. When done, press "Save and Submit" at the bottom of the page.

# **Submitting a Proposal**

All proposals must be submitted through the CCS Grants Online website at: http://mesgis.com/GrantsOnLine/Login. aspx. Applications CANNOT be mailed, faxed or submitted in person. To submit a proposal, you will first need to visit the website and create a profile, which will consist of a username and password. Please store your username and password in a secure location for later reference. Your username and password will be used to submit online reports if your project is selected and to submit future proposals.

Once a profile has been created, you will be guided through the proposal process which is broken into four steps:

- Step 1: Create a Proposal
- Step 2: Create a Budget
- Step 3: Upload Supporting Documents
- Step 4: Review and Submit

Once you have logged in to CCS Grants Online, select "Submit a Proposal" from the left menu bar. Next you will be asked to select the funding source for which you want to apply – choose "Community Resilience Grant Letter of Intent." Fill out the appropriate information and follow the instructions for each subsequent step in the process. Note: you will be asked to download a "Detailed Proposal Template" and "Budget Template" that you will fill out and upload when complete. Letters of support can be submitted as attachments under Step 3 and are highly encouraged from partners, elected officials, local government agencies and/or other collaborators. Direct any questions about your applications to the Issuing Officers, contact information provided below.

# **Proposal Review**

Each project proposal will receive an initial screening by the CCS to ensure the application meets basic eligibility criteria. CCS staff may follow up with applicants to discuss the projects further. Eligible proposals will then be evaluated by an inter-agency review team on general project content, incorporation of natural resource issues, how well the project proposes to address climate hazards, upcoming development issues, level of community engagement, transferability and readiness to proceed.

After review, CCS staff will work with selected candidates to complete the final scope of work for the project and discuss timing needs to ensure project outcomes are met on time.

# Issuing Officers on Behalf of the State of Maryland

The points of contact for the purpose of this solicitation are the Issuing Officers:

#### For projects addressing coastal impacts within Phases 1 or 2

Sasha Land Maryland Department of Natural Resources Chesapeake and Coastal Service 580 Taylor Ave., E-2 Annapolis, MD 21401 (p) 410.260.8718 | (f) 410.260.8739 | (e) sasha.land@maryland.gov

#### For projects addressing coastal impacts within Phase 3

Nicole Carlozo Maryland Department of Natural Resources Chesapeake and Coastal Service 580 Taylor Ave., E-2 Annapolis, MD 21401 (p) 410.260.8726 | (f) 410.260.8739 | (e) nicole.carlozo@maryland.gov

#### For projects addressing stormwater or floodplain impacts within all phases

Megan Granato Maryland Department of Natural Resources Chesapeake and Coastal Service 580 Taylor Ave., E-2 Annapolis, MD 21401 (p) 410.260.8799 | (f) 410.260.8739 | (e) megan.granato@maryland.gov

An electronic version of this solicitation can be found at http://dnr.maryland.gov/ccs/Pages/funding/fundingopp.aspx.

# Deadline

The proposals will be due to the Department of Natural Resources by 11:59 p.m. on Friday, March 2, 2018 through the CCS web-based grants management service, Grants Online, at: http://dnr.maryland.gov/ccs/grantsonline.asp.

# **Solicitation Schedule**

The anticipated schedule for the Community Resiliency Grants Program in FFY18 is as follows:

- Solicitation Issued Information Session: Eastern Shore Information Session: Western Shore Letter of Intent Due Proposals Due on CCS Grants Online Proposal Initial Screening Proposal Review and Evaluation Project Selection Finalize Task Descriptions and Budget for Final Scope of Work Project Funding to begin no earlier than
- December 2017 January 16, 2018 January 18, 2018 January 26, 2018 March 2, 2018 (11:59 pm) March 5-9, 2018 March 12-30, 2018 April 13, 2018 April 27, 2018

June-October 2018 depending on funding source

# **Cancellation of the RFP**

The State reserves the right to cancel this solicitation at any time.

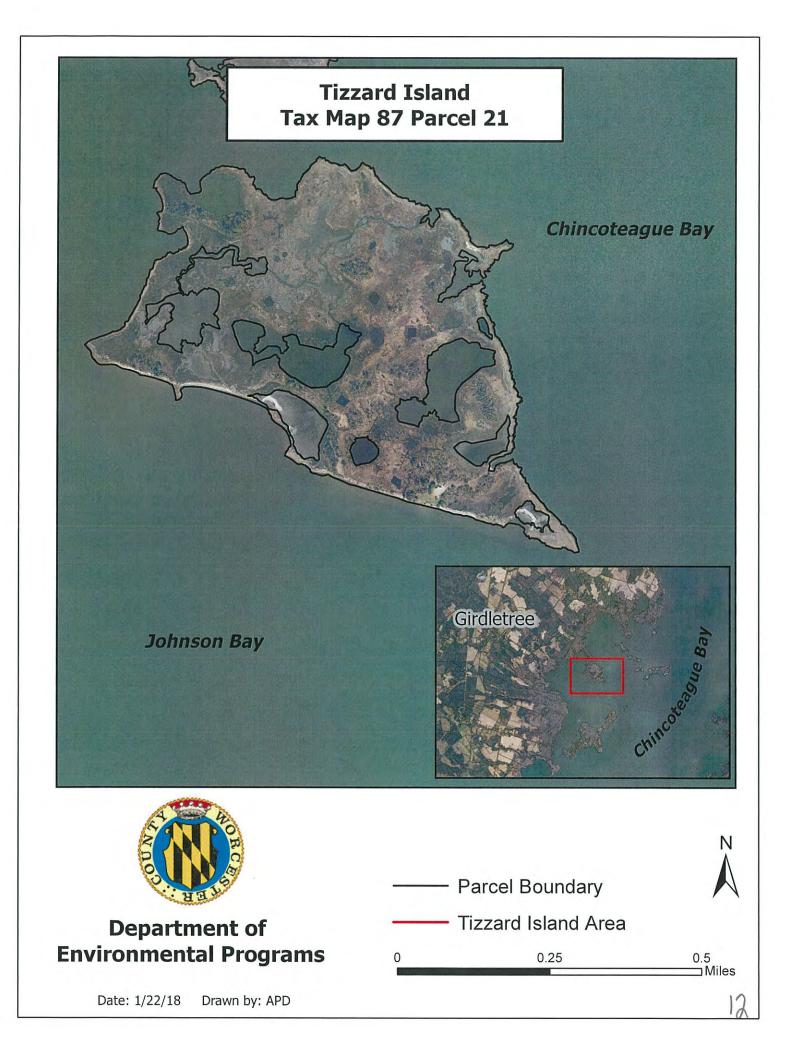
This solicitation was developed under Assistance Agreement No. 96336601 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed are solely those of the Maryland Department of Natural Resources and EPA does not endorse any products or commercial services mentioned. Additionally, this solicitation was developed with assistance under award number NA18NOS4190153 from NOAA, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA or the U.S. Department of Commerce.

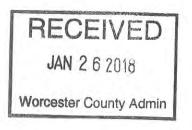




Date: 9/21/17 Drawn by: APD

Approximately 0.47 acres have been lost due to erosion.







Department of Environmental Programs

#### Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

#### Subject: Rural Legacy – FY 19 Grant Applications Dividing Creek Rural Legacy Area Coastal Bays Rural Legacy Area

Date: January 25, 2018

Attached you will find a memorandum from Katherine Munson and applications for funding for both the Coastal Bays and Dividing Creek Rural Legacy Areas (RLA). The amount requested in these applications totals \$2,076,000. A County match to participate in this state program is not required.

Maryland's Rural Legacy Program provides funding to:

- Preserve large, contiguous tracts of land
- Enhance natural resources, agricultural, forestry and environmental protection
- Supports a sustainable land base for natural resource based industries

Rural Legacy Areas are designated by the State based on requests from land trusts and local governments. Owners of larger parcels located within a designated area are eligible to apply for a conservation easement which restricts development on their property in exchange for compensation. This allows property owners to maintain ownership of the land while ensuring these large tracts will remain rural in nature. Applying for an easement is voluntary. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved in 2008) and the Coastal Bays RLA (approved in 1999).

In the application this year, we are proposing expansions to both of our RLA's. These areas protect rich farmland, forests, wetlands, historic sites and wildlife habitats. Conservation within the RLAs provides water quality benefits to the Coastal and Chesapeake Bays and our local watersheds. The proposed expansions are detailed as follows:

#### **Citizens and Government Working Together**

- 1. Dividing Creek RLA 27,877 acres Within the Worcester County Portion of the RLA-Properties in areas east and north of the current boundary.
  - a. Build on conservation goals for protecting the State of Maryland Pocomoke State Forest (15,00 acres in size);
  - b. The Nassawango Creek Preserve, the largest privately-owned preserve (12,000 acres) in Maryland as managed by the Nature Conservancy;
  - c. Includes an area of priority farmland in Worcester County with approximately 11,230 acres of cropland and approximately 5,000 acres of prime agricultural soils in the expanded area to the east.
  - d. Over 90% of the proposed expansion is designated as "Tier 1-2" in the state's Bionet analysis as critically or extremely significant for biodiversity conservation;
  - e. Nearly 90% of the expansion is a Targeted Ecological Area, and over 70% is a Green infrastructure Hub and Forest Interior Species Habitat;
  - f. Includes 11,873 acres of protected land within the proposed expansion area.
- 2. Coastal Bays RLA 16,600 acres Within the Coastal Bays watershed to the south/southwest and the north of the existing boundary.
  - a. Proposed expansion includes 6,900 acres of cropland; 4,900 acres of prime farmland;
  - b. 10,728 acres (over 60%) is designated Tier 1 to Tier 5 in the state's Bionet analysis as critically or extremely significant for biodiversity conservation;
  - c. 2,000 acres in the proposed northern expansion are within the 2 to 5 ft inundation line, vulnerable to sea level rise. Protection of those areas will reduce placing infrastructure in risky areas and protection of these and adjacent areas will better allow for marsh migration;
  - d. Contains 770 acres of state land and other protected lands under DNR, LSLT/MET, and MALPF easements;
  - e. Protects all of Tanhouse Creek, Paw Paw Creek and Swan's Gut Creek and watersheds. These creeks contain populations of rare, threatened and endangered species or represent examples of unique wetland habitats.
  - f. The proposed expansion brings the entire Chincoteague Bay watershed into the Coastal Bays RLA (as well as a small portion of the Newport Bay watershed). The Chincoteague Bay watershed is the most heavily forested and least developed Coastal Bays watershed but is showing degrading water quality trends. Conservation measures are important for the long term health of this watershed.

We would respectfully request the Commissioners approve of the RLS expansions as proposed.

This program requires a preference indicated each cycle for which RLA we wish to have forwarded for preferred funding. Since we alternate between the two programs, it is the Coastal Bays RLA's turn to be listed as the preferred RLA on our application. Therefore, we respectfully recommend that the County Commissioners authorize President Purnell to sign the agreement where indicated and include the recommended preference. We have taken the liberty of attaching a draft letter in support of the funding preference and the applications.

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

Enclosures

cc: Maureen Howarth David Bradford Katherine Munson Kim Reynolds

#### **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

Memorandum

AGRICULTURAL PRESERVATION

CONSERVATION PROGRAM

WATER & SEWER PLANNING

SHORELINE CONSTRUCTION

WELL & SEPTIC NATURAL RESOURCES PLUMBING & GAS COMMUNITY HYGIENE

| то:      | Robert Mitchell, Director            |
|----------|--------------------------------------|
| FROM:    | Katherine Munson, Planner V KM       |
| SUBJECT: | FY19 Rural Legacy Grant Applications |
| DATE:    | January 25, 2018                     |
|          |                                      |

Please find attached applications for funding for both the Coastal Bays and the Dividing Creek Rural Legacy Areas for a total of \$\$2,076,000 for approval by the County Commissioners.

No county funding is required or is offered as match by these applications.

Counties with two Rural Legacy Areas are required to indicate which Area is preferred for funding. We have alternated preference, each application cycle, between the two Areas. The attached letter indicates preference for Coastal Bays Rural Legacy Area for FY19.

The grant funds would be used to purchase conservation easements from willing landowners. The funds also reimburse the county for administrative and all other costs associated with purchasing the conservation easement and long term monitoring.

Please note that we are proposing expansions for both areas. The state Rural Legacy Program is encouraging expansions of areas this year. This will bring the option to participate to more landowners and allow us to build upon the protection within the existing areas.

We are proposing an expansion of 27,877 acres of Dividing Creek RLA (over 11,000 acres already protected). This includes the remainder of the Dividing Creek watershed to the north of the RLA as well as important farmland to the east of the Nassawango Creek (Indian Town area). To the north, 8,000 acres are already protected (state land).

We are proposing an expansion of 16,600 acres of the Coastal Bays RLA ((2,324 acres already protected). This includes the remainder of the Chincoteague Bay watershed and a small portion of the Newport Bay watershed. Chincoteague Bay watershed is the least developed Coastal Bays watershed but has been showing degrading water quality trends. Many creeks in the watershed (Tanhouse, Paw Paw, Swan's Gut) contain rare plant species and unique wetland habitats.

••••

More details about these proposed expansions are in the attached applications.

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

February 6, 2018

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

RE: Coastal Bays and Dividing Creek Rural Legacy Areas, FY19 Applications

Dear Members of the Rural Legacy Board:

The Worcester County Commissioners are pleased to submit requests for funding for both the Coastal Bays Rural Legacy Area (RLA) and the Dividing Creek RLA. Since we are requesting funding for more than one RLA, we are asked to indicate which application we favor for funding in FY18. We place higher priority on the Coastal Bays RLA application this year.

Thank you for considering our FY19 applications. We look forward to continuing to work with the Rural Legacy Program on our shared land protection goals in FY19.

Sincerely,

Diana Purnell President

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

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# **Cover Sheet Rural Legacy Application**

# Please complete this Cover Sheet and submit it with all Attachments.

| Rural Legacy Area Name: Coastal Bays                                     |                     |  |  |  |  |  |  |
|--|---------------------|--|--|--|--|--|--|
| Name of Sponsor: Worcester County  |                     |  |  |  |  |  |  |
| County or Counties Where Eligible Properties Located: Worcester County   |                     |  |  |  |  |  |  |
|  |                     |  |  |  |  |  |  |
| Name of Sponsor's Lead Contact: Katherine M                              | unson               |  |  |  |  |  |  |
| Contact's Title: Planner V   |                     |  |  |  |  |  |  |
| Daytime Phone Number:410-632-1220 ext 1302                               | Fax #: 410-632-2012 |  |  |  |  |  |  |
| E-Mail Address: kmunson@co.worcester.md.us                               |                     |  |  |  |  |  |  |
| Address: Department of Environmental Programs; 1 West Market St., # 1306 |                     |  |  |  |  |  |  |
| Worcester Co. Govt Center; Snow Hill, MD 21863                           |                     |  |  |  |  |  |  |

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

Signature:

Date: February 6, 2018

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# RURAL LEGACY PROGRAM – FISCAL YEAR 2019

# RENEWAL AND AREA EXPANSION GRANT APPLICATION

#### SECTION I: RLA Statistical Information

1. What is the total acreage of the Rural Legacy Area (RLA)? 29.285 (currently)

 With this Application, is a RLA boundary expansion being requested? Yes If so, how many additional acres are in the expansion area? 16,660 (45,945 with expansion)

Please describe in detail the adjustments to the boundaries of the approved RLA.

The proposed expansion of the Coastal Bays Rural Legacy Area includes properties partly or entirely within the Maryland Coastal Bays watershed to the south/southwest and the north of the existing boundary. The expansion would support conservation and water quality improvement goals described in the 2015 Maryland Coastal Bays Comprehensive Conservation and Management Plan, which identifies the Chincoteague and Newport Bay watersheds as a conservation priority; the plan specifically identifies a goal of protecting 500 acres annually through conservation easements and other means. Expansion of the Area would provide an additional tool to support reaching this goal. The expansion to the north would build upon successful protection of sensitive forest, wetlands and farmland surrounding the village of Public Landing, accomplished by MD DNR, USFWS, Lower Shore Land Trust and Worcester County. The undeveloped shoreline properties in the proposed expanded area are particularly vulnerable to potential development as the real estate economy continues to grow.

Additional details of the proposed expansion include:

- The proposed expansion includes 6,900 acres of cropland; 4,900 acres of prime farmland
- 10,728 +/- acres (over 60%) is designated as "Tier 1 to Tier 5" in the state's Bionet analysis. 1,300 +/- acres (over 5%) is "Tier 1 or Tier 2"—"critically or extremely significant for biodiversity conservation".
- In the proposed northern expansion, approximately 2,000 acres are within the 2 to 5 foot inundation line, vulnerable to sea level rise. Protection of these areas will reduce placing infrastructure in risky areas and protection of these and adjacent areas will better allow for marsh migration.
- The proposed expanded area contains 770 acres of state land; one 143-acre WRP easement; 662 acres under DNR-held easements; two LSLT/MET easements totaling 226; 523 acres in MALPF easements
- The proposed expansion includes all of Tanhouse Creek, Paw Paw Creek and Swan's Gut Creek and watersheds. These creeks contain populations of rare, threatened and endangered species or represent examples of unique wetland habitats. These seldomtraveled, little known creeks are a last bastion of wilderness on the east coast.
- The proposed expansion brings the entire Chincoteague Bay watershed into the Coastal Bays RLA (as well as a small portion of Newport Bay watershed). Chincoteague Bay

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watershed is the most heavily forested and least developed Coastal Bays watershed but is showing degrading water quality trends. Conservation measures are important to the long term health of this watershed.

3. How much of the acreage within the RLA (in acres), is:

Unprotected land <u>14,000 acres (current) (28,000 acres with expansion)</u> Protected land (all sources) <u>14,600 acres ; (16,924 acres with expansion)</u> Developed land <u>450 acres +/- (1,120 +/- acres with expansion)</u>

- 4. How many acres do you propose to protect with the funds requested in this Application? <u>300-700 acres</u>
- 5. What is the projected total cost per acre for land acquisition proposed in this Application? (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)

Easement <u>\$1,700 to \$2,800</u> Fee Simple <u>N/A</u>

- 6. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? <u>\$1,000,000.00</u>
- 7. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? <u>4,000 to 7,000</u>
- Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA).
   <u>\$8 million</u>

#### SECTION II: Leveraging RLP Funds

- 1. Describe ways the Sponsor utilized their own funds in the past 12 months to match RLP grant funds. No County matching funds were provided.
- Detail all sources that were utilized in the past 12 months to leverage RLP funds with other funding programs for land conservation in the RLA (i.e., MALPF, County, Federal, Private, etc.). <u>MALPF Easement, settlement on January 23, 2018: Holland; TM 79, Parcel 73, 98.59</u> <u>acres: cost: \$265,020.00.</u>

#### SECTION III: Bonus Points

- 1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? <u>100 feet</u>
- 2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? <u>Many RL properties are leased</u> for hunting; one property is used for the annual Worcester County Herp Search in May;

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another property is used by Delmarva Birding Weekend for a walking tour and for landowner educational outreach conducted by Lower Shore Land Trust annually.

3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? <u>None</u>.

#### SECTION IV: Special Circumstances

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page.

#### SECTION V: Multiple County Priority Designation

For Sponsors of more than one RLA in the same County, please submit a letter of RLA funding preference. <u>See Attached.</u>

#### SECTION VI: Proposed Property Acquisitions

Complete the <u>Proposed Acquisition List Form</u> for the top five (5) proposed acquisitions in the RLA for Fiscal Year 2017 funding (submit Form with Application).

#### SECTION VII: FOR EXPANDED AREAS ONLY

- 1. Submit digital geographic information (GIS data) for the boundary of the RLA. This should be on a CD or emailed to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information must be submitted with the Application or the Application will be considered incomplete.
- 2. 10 Color Maps of the proposed RLA (8 <sup>1</sup>/<sub>2</sub>" x 11").

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

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

Rural Legacy Program Land Acquisition and Planning Unit Nina M. White, Rural Legacy Program Administrator ninam.white@maryland.gov

# State of Maryland Department of Natural Resources Rural Legacy Program Application

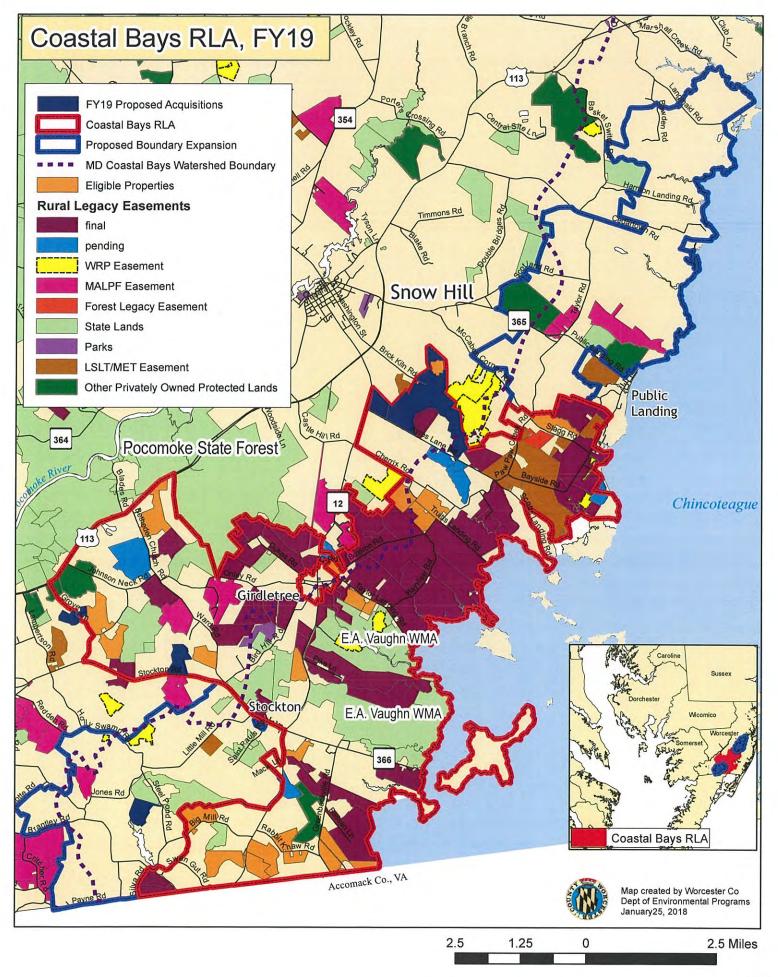
# Proposed Acquisitions – Fiscal Year 2018

Rural Legacy Area Name

**Coastal Bays** 

| PROPERTY : | Owner's Name                           | Property Address      | Estimated Cost            |        | Tax Map | Account ID<br># | Grid | ion Parcel | Lot | Easement or Fee<br>(E or F) |     |   | Social Benefits<br>(Y or N) |
|------------|--|-----------------------|---------------------------|--------|---------|-----------------|------|------------|-----|-----------------------------|-----|---|-----------------------------|
|            | LLC                                    |                       | \$300,000                 | 73.05  |         | 2408003319      |      | 1          |     |                             |     |   | N                           |
| 2          | Millville Timber,<br>Inc               | 4223 Brick Kiln Road  | \$1 M                     | 700.57 |         | 2402012332      |      | 35         |     |                             |     |   | N                           |
| 3          | Fair, Freddie and<br>Faye              | Steel Pond Road       | \$150,000 to<br>\$170,000 | 102    |         | 2408006016      |      | 41         |     | E                           | N/A | N | N                           |
| 4.<br>4.   | John T. Payne Sr<br>Family Trust et al | Stockton Road         | \$170,000 to<br>\$240,000 |        |         | 2408003319      |      | 23         |     | E                           |     |   | N                           |
| - 5-       | Dale Holland                           | East Side of Route 12 | \$230,000 to<br>\$260,000 | 78.54  | 71 .    | 2402011735      | 6    | 5          |     | E                           | N/A | N | N                           |

<u>9</u>



# **Cover Sheet Rural Legacy Application**

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# Please complete this Cover Sheet and submit it with all Attachments.

| Rural Legacy Area Name: Dividing Creek  |            |  |  |  |  |  |
|---|------------|--|--|--|--|--|
| Name of Sponsor: Somerset and Worcester Counties, The Nature Conservancy  |            |  |  |  |  |  |
| County or Counties Where Eligible Properties Located: Somerset and Worcester  |            |  |  |  |  |  |
| Name of Sponsor's Lead Contact: Elizabeth (Liz) Zucker, The Nature Conservancy<br>Contact's Title: Eastern Shore Project Director |            |  |  |  |  |  |
| Daytime Phone Number: 410-829-3695  | Fax #: N/A |  |  |  |  |  |
| E-Mail Address: ezucker@tnc.org   |            |  |  |  |  |  |
| Address: 114 South Washington St. Suite 102 Easton, MD 21601  |            |  |  |  |  |  |
|   |            |  |  |  |  |  |

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

:

| Signature: | Date: |      |
|------------|-------|------|
|            |       | <br> |

# Rural Legacy Area Name: Dividing Creek

# RURAL LEGACY PROGRAM – FISCAL YEAR 2019 RENEWAL AND AREA EXPANSION GRANT APPLICATION

#### SECTION I: RLA Statistical Information

- 1. What is the total acreage of the Rural Legacy Area (RLA)? \_27,650\_(currently)\_\_
- With this Application, is a RLA boundary expansion being requested? \_\_Yes\_\_\_\_ If so, how many additional acres are in the expansion area? \_\_27,877\_\_(55,526 total with expansion)

Please describe in detail the adjustments to the boundaries of the approved RLA.

The proposed expansion of the Dividing Creek Rural Legacy Area (DCRLA) is in Worcester County. It includes properties in areas east and north of the current boundary. The expansion would build on conservation goals for protecting 1) the State of Maryland Pocomoke State Forest system (15,000 acres in size), 2) Nassawango Creek Preserve, the largest privately-owned preserve (12,000 acres in size) in Maryland as managed by The Nature Conservancy and 3) an area of priority farmland for Worcester County. The expanded area will allow additional protection of properties with shoreline along both the Pocomoke River and Nassawango Creek. It will also provide opportunities to link/buffer large blocks of woodlands within the Pocomoke Forest system and increase protection actions in an area of productive agriculture to the east.

The northern area is targeted for an expansion because it would bring the entire Dividing Creek watershed boundary in Worcester County into the RLA. This area is largely forested and contains about 8,000 acres of state owned land. Protection of land in this area would build on conservation actions already completed by of a variety of public and private partners.

The proposed expansion to the east includes contains high quality farmland as well as environmentally sensitive riparian land adjacent to the Pocomoke River. Also it is an area locally known as "Indiantown". The area contains evidence of thousands of years of use by native Americans. In the 17<sup>th</sup> century this contained the largest Indian Town in Maryland occupied by several tribes and became a reservation in 1686.

Additional details of the proposed expansion include:

- Over 90% of the proposed expansion is designated as "Tier 1-2" in the state's Bionet analysis—"critically or extremely significant for biodiversity conservation".
- Nearly 90% of the expansion is a Targeted Ecological Area, and over 70% is a Green Infrastructure Hub and Forest Interior Species habitat.
- With the exception of some small areas along the shoreline of Nassawango Creek, the entire expansion is located above the 5 to 10-foot inundation line and is not vulnerable to potential impacts of future sea level rise.

• The proposed area includes approximately 11,230 acres of cropland and approximately 5,000 acres of prime agricultural soils (mostly in the expanded area to the east).

- The scenic beauty of Whiton Road, in particular, is an important asset to tourism, as well as a treasure to be preserved for Marylanders in the years to come.
- Approximately 11,873 acres are already protected in the proposed expansion area.
- Landowners of unprotected lands in the area have expressed interest in easements. (Please refer to property list for proposed easements for FY19)

It should be noted that we are requesting a large acreage of expansion but about  $\frac{1}{2}$  of the expansion is already protected. With the expansion we will have more landowner opportunities, and will be able to link/buffer/increase the currently protected lands.

3. How much of the acreage within the RLA (in acres), is: (as of December 31, 2017) expansion area)

| Unprotected land             | 18,189 (current RLA) | 32,925 (with expansion) |
|------------------------------|----------------------|-------------------------|
| Protected land (all sources) | 9,161 (current RLA)  | 21,034 (with expansion) |
| Developed land               | 300 (current RLA)    | 1,291 (with expansion)  |

- 4. How many acres do you propose to protect with the funds requested in this Application? 1055 (current RLA) 1582 (with expansion)
- 5. What is the projected total cost per acre for land acquisition proposed in this Application? (Include land and transactional costs, i.e. administrative, indirect and compliance costs.)

Easement \$2200/acre farmland \$1500/acre woodland Fee Simple N/A\_\_\_\_\_

- 6. What is the total amount of Rural Legacy Program (RLP) grant funds being requested in this Application? \_\_\_\_\$2,076,000 (for 5 properties in current RLA)
- 7. How many acres, including the acres proposed in this Application, do you plan to protect with RLP funds over the next 10 years of the Program? \_\_\_\_We have a goal to protect 50% of DCRLA. If we include the expansion then the goal is 27,763 acres 1291 acres of developed lands (not included). 21,034 acres are already protected (including proposed expansion) so we have 5325 acres to protect in 10 years to reach the 50% goal (with expansion).
- Estimate the amount of additional RLP funds that will be needed to preserve the RLA goal acreages (based on current easement prices and the acreages currently preserved in the RLA).
   \$10,876,000 to protect 5438 acres to reach a 50% goal in 10 years with an easement price of \$2000/acre. (including the proposed expansion).

# SECTION II: Leveraging RLP Funds

- 1. Describe ways the Sponsor utilized their own funds in the past 12 months to match RLP grant funds. N/A
- 2. Detail all sources that were utilized in the past 12 months to leverage RLP funds with other funding programs for land conservation in the RLA (i.e., MALPF, County, Federal, Private, etc.). Projects used DCRLA funds only.

# SECTION III: Bonus Points

- 1. What was the average width of riparian buffers for RLA properties acquired in the past 12 months? \_\_100 feet from tidal waters and tributary streams\_\_\_
- 2. Describe any form of public access that has been permitted on properties during the past 12 months, i.e., hunting, educational school trips, trail access? Hunting is permitted on all properties.
- 3. Describe any social benefits that resulted because of RLA properties preserved during the past 12 months, i.e., support for local food supply, farm-to-schools, benefits to underserved communities, innovative partnerships, linking children to nature? N/A

# SECTION IV: Special Circumstances

Describe any unique circumstances or specific projects that should be considered for potential RLP funding. Please limit your response (if any) to one (1) page. See Special Circumstances

# SECTION V: Multiple County Priority Designation

For Sponsors of more than one RLA in the same County, please submit a letter of RLA funding preference. Letter attached

# SECTION VI: Proposed Property Acquisitions

Complete the <u>Proposed Acquisition List Form</u> for the top five (5) proposed acquisitions in the RLA for Fiscal Year 2016 funding (submit Form with Application).

# SECTION VII: FOR EXPANDED AREAS ONLY

- Submit digital geographic information (GIS data) for the boundary of the RLA. This should be on a CD or emailed to the Rural Legacy Program as an ArcView shapefile in state plane 83 meters projection. This information must be submitted with the Application or the Application will be considered incomplete.
- 2. 10 Color Maps of the proposed RLA (8 ½" x 11").

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

SUBMIT COMPLETED RURAL LEGACY PROGRAM GRANT APPLICATIONS TO:

# Rural Legacy Program Land Acquisition and Planning Unit Nina M. White, Rural Legacy Program Administrator ninam.white@maryland.gov

Fiscal Year 2019 Grant Application submission deadline: Tuesday, February 13, 2018 by 5:00 p.m.

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# State of Maryland Department of Natural Resources Rural Legacy Program Application

# Proposed Acquisitions – Fiscal Year 2019

Rural Legacy Area Name

Dividing Creek

| ROPERITY<br>6 | Owner's Name                                       | Property Address              | Estimated Cost | Acres  | Тах Мар | Account ID # |    |     | Easement or Fee<br>(E or F) | Buffer Width | Public Access<br>(Y or N) | Social Benefits<br>(Y or N) |
|---------------|--|-------------------------------|----------------|--------|---------|--------------|----|-----|-----------------------------|--------------|---------------------------|-----------------------------|
| 1             | Royer, Regina and<br>Jeffrey<br>Parcel #48 on list | Nassawango Road               | \$300,000      | 122.25 | WO 63   | 07768514     | 13 | 167 | E                           | 100          | N                         | Y                           |
| 2             | Frederick Carey e.<br>Parcel #6 on list            | East of Courthouse Hill RD    | \$250,000      | 95     | SO 42   | 04061136     | 6  | 36  | E                           | 100          | N                         | Y                           |
|               | Boyer Family LLC<br>Parcel #49 on list             | Nassawango RD                 | \$560,000      | 256    | WO 62   | 07005040     | 24 | 24  | <br>Е                       | 100          | N                         | Y                           |
| 4             | Quirk, Darrell<br>Parcel #16 on list               | South of Perryhawkins Hill RD | \$250,000      | 90     | SO 25   | 04067010     | 24 | 40  | <br>E                       | 100 ·        | N                         | Y                           |
| 5             | E.S. Adkins<br>Parcel #22 on list                  | South of Whitesburg RD        | \$700,000      | 492    | WO 16   | 07006829     | 15 | 8   | <br>E                       | 100          | N                         | Y                           |

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| PROPERITY | Owner's Name       | Property Address | Estimated Cost | Acres |    | Account ID # |    |    | Easement or Fee<br>(E or F) | Buffer Width | Public Access<br>(Y or N) | Social Benefits<br>(Y or N) |
|-----------|--------------------|------------------|----------------|-------|----|--------------|----|----|-----------------------------|--------------|---------------------------|-----------------------------|
| 6         | Benjamin           | Meadowbridge Rd  |                | 325   | 44 | 07002637     | 3  | 31 | E                           | 100          | Ň                         | Y                           |
|           | Pennewell          |                  |                | 82    | 35 | 07000669     | 21 | 50 |                             |              |                           |                             |
|           |                    | McGrath Rd       |                | 120   | 35 | 047951400    | 15 | 46 |                             |              |                           |                             |
|           | Parcel #54 on list |                  |                |       |    |              |    |    |                             |              |                           |                             |
|           | (in proposed       |                  |                |       |    |              |    |    |                             |              |                           |                             |
|           | expansion area)    |                  |                |       |    |              |    |    |                             |              |                           |                             |

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#### Section IV Dividing Creek Rural Legacy Area --- Special Circumstances--- FY 2019 Renewal Application

The Sponsors of the Dividing Creek Rural Legacy Area (RLA) ---Somerset County, Worcester County and The Nature Conservancy (TNC) --- are pleased to be presenting an FY19 renewal proposal. We also work with our partner organization, the Lower Shore Land Trust (LSLT). Over 33% of the existing RLA is now permanently protected. We thank the Rural Legacy Board, Advisory Committee and staff for their continued support.

# Easement projects settled in 2017

Somerset Arthur Long 292.69 acres easement value \$712,401 closed March 9 2017

#### Easement Buffers and Limitations on Impervious Surfaces

All Dividing Creek RLA easements require a minimum 100 foot buffer from Dividing Creek, the Pocomoke River and major tributaries. Our Easement Valuation System (EVS) provides incentives for expanded buffers, quality farmland, protection of important natural resources and social benefits.

Easements limit the amount of impervious surface of all structures (including ag structures) to 2 to 4% of protected area. In addition, an option to restrict CAFO's on protected property has been introduced to landowners.

# Summary of Achievements since inception of DCRLA

# Land Protected:

Somerset County

• 11 properties totaling 1413 acres protected (settled)

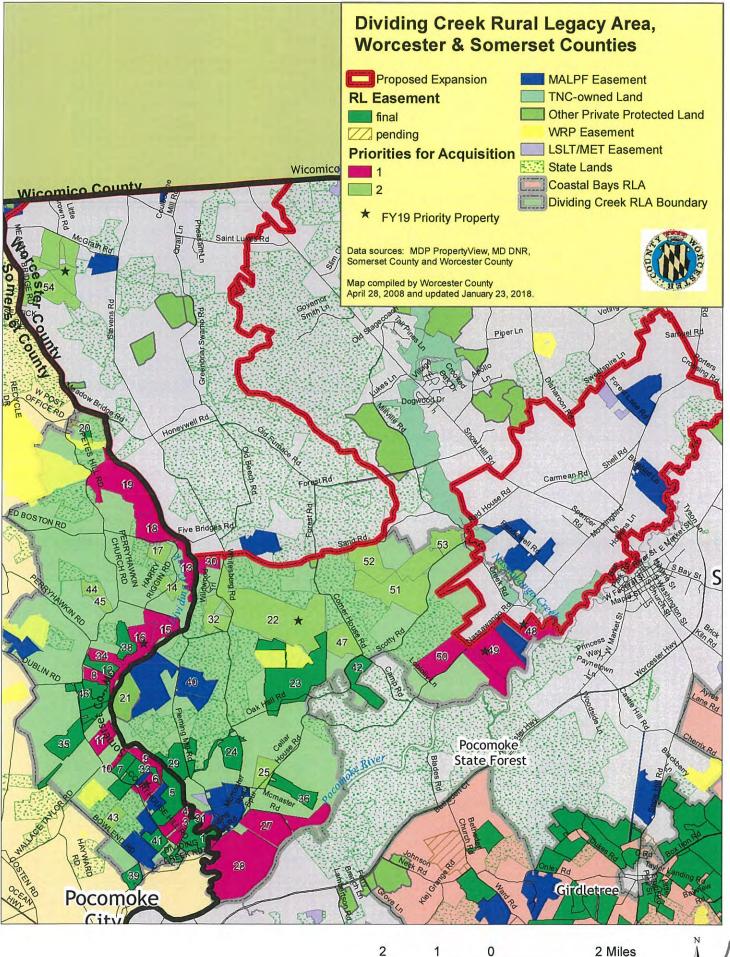
#### Worcester County

• 5 properties totaling 1,511 acres (settled)

# Total Dividing Creek protection with existing funding -- 2,924 acres on 16 properties since FY08 (settled)

Average of \$2043/acre of RL funds - all costs (easement, surveys, settlement fees, administrative)

Average of \$2424/acre including both RL and FRPP funds



1 0 2 10116



Re: Harris EDACS Contract

Date: 29 January 2018

Per our telephone conversation the Department of Emergency Services has had to continue its EDACS support contract with Harris Corporation due to ongoing negotiations regarding the P25 system. Money for the support contract ran out as of 31 December 2017. The January bill has come due and we can expect another bill for February as we need to give Harris thirty (30) days notice to end the contract. The monthly charge is \$16,548.42 meaning I will need an additional \$33,096.84 placed in 100.1102.044.6130.050 account to cover the charges.

The intent is that if the Commissions approve the current proposal for conditional acceptance of the new P25 system at the 5 February 2018 meeting I will notify Harris to terminate the EDACS maintenance contract by 1 March 2018. Maintenance for the new system is covered for the period of 15 years as a part of the bid proposal for the P25 system.

I am available to answer any questions that may arise at your convenience.







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

To: Harold Higgins, Chief Administrative Officer

From: Fred Webster, Director of Emergency Services

Re: Harris Conditional Acceptance Approval

29 January 2018 Date:

On 25 January the County Chief Administrative Officer, County Attorney, the Emergency Services Assistant Director and I met with Harris Corporation officials to discuss, and come to agreement, on language to be contained in an amendment to the current Harris contract. The concern going into the meeting was language in that amendment was vague and seemed to favor dropping the Mystic Harbor site in favor of adding a site further north and east of that site in order to meet coverage objectives from the original agreement. Prior to the meeting Harris Engineering had come up with design changes at Berlin (MSP) and at the Mystic site to meet the coverage concerns that occurred as a part of drive testing that took place in August 2017.

Attached with this memo is a letter from Mr. Chris Chaffee the Senior Manager of Contracts for the Harris Radio Corporation. This allows Worcester County conditional acceptance of all hardware i.e. transmitter site equipment and user radios based on the 5-sites/towers that are ready for operations as of today. They include the Pocomoke Water Tower, Klej Grange tower, Central Site Ln. tower, Nassawango tower and the Berlin (MSP) tower. Construction of Mystic will proceed and the changes at Berlin will be made, without compromising service, followed by another set of field test measurements this summer once full foliage conditions occur.

The Department of Emergency Services is in support of the acceptance of the 5-sites with the understanding that all tower site equipment warranties, for the yet to be constructed site, will begin after testing and in an acceptance document that will follow satisfactory field testing of the proposed engineering changes. It also includes the verbiage "This conditional acceptance shall in no way be construed as final System Acceptance for the System nor shall it limit any remedies the Buyer has under the Agreement".

I am available to answer any questions that may arise at your convenience.

# Citizens and Government Working Together

FRED E. WEBSTER, JR.

DIRECTOR



#### FOURTH AMENDMENT TO SYSTEM PURCHASE AGREEMENT

# **RECITALS**

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

WHEREAS the Parties entered into the First Amendment to System Purchase Agreement ("First Amendment") on December 05, 2016, entered into the Second Amendment ("Second Amendment") on March 28, 2017 and entered into the Third Amendment ("Third Amendment") on September 19, 2017;

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

WHEREAS, the Parties agree the delivered and installed five (5) sites listed in the attached <u>Exhibit A</u> ("Five Sites") have successfully passed the functional acceptance tests as set forth in the Agreement;

WHEREAS, the Parties further agree there may be minor punch list items remaining to be completed on the Five Sites;

**NOW, THEREFORE**, for and in consideration of the mutual promises of the Parties to this Amendment and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree the Five Sites shall be conditionally accepted in accordance with Section 13.D of the Agreement and the Parties agree to amend the Agreement as follows:

- 1. Conditional Acceptance. Conditional acceptance shall mean i) Buyer shall conditionally accept the Five Sites; ii) the Parties shall mutually agree upon punch list items for the Five Sites and resolve such items before the Final Acceptance of the System; (iii) Seller shall invoice Buyer in accordance with Milestone Payment Schedule in Paragraph 3, below; iv) Buyer shall pay such invoice(s) in accordance with the Agreement; and v) the Five Sites shall enter the Warranty Period in accordance with Section 16 of the Agreement.
- 2. Seller Acknowledgements. Further, in accordance with Section 13.A of the Agreement, Seller hereby acknowledges there are still open deliverables remaining under the Agreement, including, but not limited to, delivery of the contractually



required sixth site at Mystic Harbour Water Department, and delivery of all Documentation Deliverables as set forth in the Agreement. Furthermore, Seller is required to successfully complete the coverage guarantees as set forth in the Agreement as modified by this Amendment. This Amendment adds 115 square miles to the 14dB service area guarantee, which is included in the updated Coverage Acceptance Test Procedures that are attached hereto and incorporated herein as <u>Attachment B</u> ("Coverage Acceptance Test Procedures, Revision 2"). This conditional acceptance shall in no way be construed as final System Acceptance for the System nor shall it limit any remedies the Buyer has under the Agreement.

- 3. Amendment Price The total price for this Amendment is \$0.00 ("Amendment Price").
- 4. Total Agreement Price Exhibit A, Section 1 Price Schedule of the Agreement. Total Agreement Price is updated as follows:

| Exhibit A, Section 1- Total Agreement Price | Date     | Value                    |
|---|----------|--------------------------|
| Total Agreement Price                       | 09/18/15 | \$5,075,000.00           |
| Amendment 1 Price                           | 12/05/16 | \$0.00                   |
| Amendment 2 Price                           | 03/28/17 | \$0.00                   |
| Amendment 3 Price                           | 09/19/17 | \$265,175.1 <del>6</del> |
| Amendment 4 Price                           |          | \$0.00                   |
| Updated Total Agreement Price               |          | 5,340,175.16             |

#### 5. Milestone payments

| Section | Milestone Description  | Milestone Value | %   | Conditional<br>Acceptance Value | Remaining Value |
|---------|--|-----------------|-----|---------------------------------|-----------------|
| 9.A.1.6 | 10% of the Total Agreement Price for substantial completion of the Hardware installation | \$315,285.30    | 85% | \$267,992.51                    | \$47,292.80     |
| 9.A.1.7 | 5% of the Total Agreement Price for final<br>Acceptance of the System                    | \$169,631.81    | 50% | \$84,815.91                     | \$84,815.91     |

6. Full Force and Effect – Except as provided herein, the Agreement remains unchanged and in full force and effect. [Signature Page Follows]



**IN WITNESS WHEREOF**, Buyer and Seller have executed this This Amendment to System Purchase Agreement.

#### BUYER

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS:

Name: By:

Diana Purnell President

Harold L. Higgins

SELLER HARRIS CORPORATION, RF COMMUNICATIONS DIVISION

WITNESS:

Name:

br. By:

Christopher W. Chaffee Senior Manager, Contracts

Clara Dill

Andrew Wilson Contracts



# **EXHIBIT A FIVE SITES**

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.

The Five Sites are:

- 1. Central
- 2. Berlin
- Nassawango
   Pocomoke
- 5. Kleg Grange



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# EXHIBIT B COVERAGE ACCEPTANCE TEST PROCEDURES, REVISION 2

HARRIS

Coverage Acceptance Test Procedures, Revision 2 For Worcester County, Maryland

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### ABOUT THIS DOCUMENT

This document was specifically prepared for the customer shown below. Each section of this document is individually maintained in the Harris document control system. The revisions of each section are individually listed.

Customer: Worcester County, Maryland Prepared By: Phil Goelz, Harris Corporation Total Test Pages: **15** 

### DOCUMENT USAGE

Many of the tests in this document will need to be run on multiple pieces of equipment. For instance a console test may be run on three consoles. For tests that need to be run multiple times, log in the comment section of the result box the identifier of the equipment tested. Although specific tests are not included relating to electrical measurements or timing parameters of equipment, these tests and levels are conducted and recorded as part of Harris' standard installation practices. These parameters include but are not limited to:

- Transmit Frequency and Deviation
- Output and Reflected Power
- Receiver Sensitivity
- Receiver Multicoupler Gain (if applicable)
- Receiver Preamplifier Gain (if applicable)
- Time Domain Reflectometry of Transmission Line
- Combiner Loss (if applicable)
- Audio line out
- Audio line in

System parameters and measurements will be provided to Worcester County, Maryland as part of the final documentation package.

### SUBSCRIBER UNIT USAGE

All tests for subscriber (terminal) units in this document will be performed with Harris subscriber

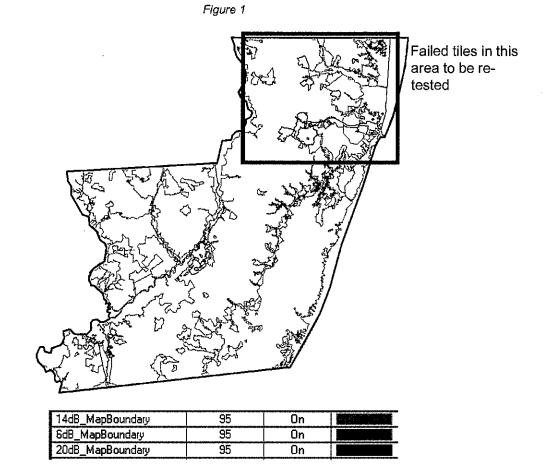


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# 1. 5-SITE VS. 6-SITE TEST

5 of the 6 sites of the system (Berlin, New Central, Kleg Grange, Nassawango, and the Pocomoke water tank) will be ready for testing as a simulcast system before the New Mystic Harbor tower is complete. To facilitate system usage and achieve conditional acceptance, the 5-site simulcast system will be tested per this procedure. Acceptance criteria requiring modification are noted herein. If no change is made to a guarantee and the 5-site system meets the original requirement, no further testing of that specific use case is required.

After completion of the New Mystic Harbor tower site, failed tiles in the in the northeast of the county, as shown in Figure 1, will be re-tested in the boundaries for use cases where the original guarantee was not met. After completion of the failed tile re-test, the 6-site guarantees apply.



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# 2. BIT ERROR RATE (BER) TEST

This Acceptance Test Procedure (ATP) is used by Harris for RF coverage verification based on Bit Error Rate (BER) measurements. This procedure provides an accurate, statistically valid, repeatable, objective, and cost-effective method to verify all Worcester County coverage requirements are met.

This ATP is in conformance with the Telecommunications Industry Association (TIA) Telecommunications Systems Bulletin TSB-88-D titled "Wireless Communications Systems -Performance in Noise and Interference-Limited Situations - Recommended Methods for Technology-Independent Modeling, Simulation, and Verification". TSB-88-D has defined Channel Performance Criterion (CPC) as the specified minimum design performance level in a faded channel, and provides a set of Delivered Audio Quality (DAQ) CPCs that define subjective voice quality performance applicable to both analog voice and digital voice systems.

TSB-88-D also defines a service area as a boundary of the geographic area of concern for a user, and states that Validated CPC Service Area Reliability shall be determined by the percentage of test locations in the bounded service area that meet or exceed the specified CPC. Harris has proposed a Bounded Area design for Worcester County as defined in TSB-88-D wherein coverage predictions are made out to the boundary of the defined service area and coverage is verified throughout the service area out to the boundary through the performance of a Validated CPC Service Area Reliability test.

RF coverage using this ATP is verified by measuring talk-out (base to mobile) BER throughout the County's defined bounded service area, and calculating the percentage of measurements that are equal or better than a BER of 2.4% required to support the County's specified CPC of DAQ 3.4.

# 2.1 Setup

Harris' TYPHON wireless testing system is utilized to measure BER. TYPHON consists of mobile radios, a GPS receiver to provide accurate position information for each measured data point, a computer with an internal clock that coordinates and records the test data, roof mounted antennas, and variable attenuators for use when portable coverage is being tested.

The TYPHON equipment will be mounted inside the test vehicle (standard passenger vehicle for single BER measurements, or SUV/van for multiple BER measurements) with an external antenna(s) mounted on the outside and centrally located on the vehicle's roof, with no other equipment installed on the roof. For portable outdoor coverage verification, the variable attenuator will be set to a 7 dB level to account for portable body losses. For portable indoor coverage verification, the variable attenuator will be set to a level to account for the 7 dB portable body losses plus the guaranteed building loss of the building category or specific building(s) being evaluated.

Prior to taking BER measurements, each site must be audited to verify that the radio system is operating properly. The audits will verify the antenna configuration, the power into the antenna, the antenna installation, and the frequency of the test transmitter. Harris shall provide all test equipment necessary to perform the audits.



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# 2.2 Drive Route Planning

TSB-88-D recommends coverage verification measurements at a statistically significant number of random test locations, uniformly distributed throughout the service area. To accomplish this, the service area is divided by a grid pattern as an aid to the development of a drive test route with an approximately equal distance traveled in each grid.

Harris recommends the grid pattern shown below to obtain an even or uniform distribution of approximately 2635 accessible grids throughout the County's service area.

| Boundary Area:                                 | Grid Size:        | Number of<br>Grids: |
|--|-------------------|---------------------|
| The County + 3-Miles into Neighboring Counties | 1mi x 1mi         | 258                 |
| 6dB Boundary (supplied by the County)          | 1mi x 1mi         | 424                 |
| 14dB Boundary (per Attachment A)               | 0.25mi x 0.25mi   | 1982                |
| 20dB Boundary (supplied by the County)         | 0.125mi x 0.125mi | 850                 |

### Table 1: Grid Patterns for Worcester County

The grid pattern is overlaid onto street maps and a drive test route determined that will pass through all accessible grids (i.e. have roads that are included in the 2013 US Census Bureau Tiger Roads Database) within the County's defined service area boundary. The drive route should pass through each grid at least once but not more than twice, as far as is practically possible. The defined drive route should not pass through mutually agreed to exclusion zones (as defined in the boundaries shown in the System Description Document), tunnels, underpasses, underground garages, or other man made obstructive areas where radio coverage is not planned or expected. If a drive route passes through any of these areas, the TYPHON unit is disabled to prevent the collection of data in these areas.

BER measurements will be made in all accessible grids within the County's defined service area boundary. Test measurements along the drive route that are outside of the County's service area boundary will not be counted. Any areas or accessible grids within the service area boundary that the County decides not to test will have coverage scored as a PASS in the reliability calculations.

Inaccessible grid (i.e. have no roads) will be:

• Discarded from the reliability calculations with the % acceptance criteria adjusted by treating the inaccessible grids as exclusion zones

# 2.3 Data Measurements

Each radio system base station site transmits the data sequences on a working channel, and measurements of this signal are collected with the TYPHON equipment mounted inside the test vehicle as it is driven along the defined test drive route. The software in the TYPHON laptop computer will automatically measure and record the data sequences that will be used to determine the BER for each measurement point along the drive route.



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## 2.4 Data Analysis and Acceptance

All BER measurement data records collected from the drive test within the defined service area boundary are post-processed and used in the final analysis.

Measurements that have a BER equal to or better than 2.4% are recorded as PASS; the remainder are recorded as FAIL.

The installed radio system coverage is deemed to meet the coverage requirements if, for each bounded service area in Table 2, the ratio of the number of PASS points to the total number of points in the service area equals or exceeds the minimum % Validated CPC Service Area Reliability acceptance criteria that is shown.

### Table 2: Guaranteed Coverage Service Area, Signal Level, and Acceptance Criteria

| Service Area Definition                    | Description     | Attenuator<br>Body Loss | Attenuator<br>Building<br>Loss | % Validated CPC<br>Service Area<br>Reliability<br>Acceptance Criteria<br>5-site/6-site |
|--|-----------------|-------------------------|--------------------------------|--|
| 6dB Bounded Area (provided by the County)  | Portable Indoor | 7dB                     | 6dB                            | 95/95%%  |
| 14dB Bounded Area (per<br>Attachment A)    | Portable Indoor | 7dB                     | 14dB                           | 93/95%%  |
| 20dB Bounded Area (provided by the County) | Portable Indoor | 7dB                     | 20dB                           | 92/95%%  |

\*Composite attenuator value to be finalized to account for actual test set-up used.

### 2.5 Results Presentation

The data records are plotted on a map showing the test grids, the areas tested and the test results. Different pen colors are used to show ranges of measured BER. A test report is also provided that summarizes the test results.

| Results           | (Pass/Fail)        |
|-------------------|--------------------|
| · · · · · · · · · | Tester:            |
|                   | Date:<br>Comments: |
|                   |                    |
|                   |                    |
|                   |                    |



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# 3. MANDATORY BUILDING BER TEST, WITH MAXIMUM BUILDING LOSS

This Acceptance Test Procedure (ATP) is used by Harris for verification of portable indoor coverage in mandatory or critical or required buildings based on the evaluation of Bit Error Rate (BER) measurements. A specific list of critical buildings were provided by the County.

This ATP is in conformance with the Telecommunications Industry Association (TIA) Telecommunications Systems Bulletin TSB-88-D, titled "Wireless Communications Systems -Performance in Noise and Interference-Limited Situations - Recommended Methods for Technology-Independent Modeling, Simulation, and Verification". TSB-88-D has defined Channel Performance Criterion (CPC) as the specified minimum design performance level in a faded channel, and provides a set of Delivered Audio Quality (DAQ) CPCs that define subjective voice quality performance applicable to both analog voice and digital voice systems. TSB-88-D also defines a service area as a boundary of the geographic area of concern for a user, and states that Validated CPC Service Area Reliability shall be determined by the percentage of test locations in the bounded service area that meet or exceed the specified CPC.

RF coverage using this ATP is verified by measuring talk-out (base to portable) BER in each of the mandatory buildings (bounded service areas) specified by Worcester County, and calculating the percentage of measurements that are equal or better than a BER of 2.4% required to support the County's specified CPC of DAQ 3.4.

If a building fails the BER test then additional tests will be made to determine if the loss characteristics of the failed test locations within the building exceed the listed maximum building loss guarantee.

# 3.1 Setup

Harris' TYPHON wireless testing system is utilized to measure BER. TYPHON consists of mobile radios, a GPS receiver to provide accurate position information for each measured data point, a computer with an internal clock that coordinates and records the test data, roof mounted antennas, and variable attenuators for use when portable coverage is being tested.

The TYPHON equipment and an antenna will be mounted on a handcart of 3-4 feet in height to replicate the portable at the hip level location. The variable attenuator will be set to a 7 dB level to account for portable body losses. The GPS receiver will be disconnected.

As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at time of installation and subsequent annual inspections. Harris will provide the initial inspection, and further annual testing can be negotiated.

Prior to taking BER measurements, each site must be audited to verify that the radio system is operating properly. The audits will verify the antenna configuration, the power into the antenna, the



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## 3.2 Test Planning

TSB-88-D recommends that coverage verification measurements at a statistically significant number of random test locations, uniformly distributed throughout the service area. To accomplish this, each mandatory building (bounded service area) is divided into a grid pattern as an aid to test planning.

Each floor of the building shall be divided into a grid of 20 approximately equal test areas. A minimum of 20 test grids is required for small, single floor mandatory buildings. Failure of a maximum of two non-adjacent test areas shall not result in failure of the test. In the event that three of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of a maximum of four non-adjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the coverage requirement.

Test grids will include stairwells but will exclude elevators, areas with metal or screened walls, floors, and areas below grade level such as basements, parking garages, utility tunnels, and boiler rooms. Harris and the County will mutually agree and identify other areas of each mandatory building that will be excluded from testing such as locations where RF signals are not permitted due to potential interference with sensitive electronics equipment, and areas where access is denied. Test grids that are within excluded areas of a building will not be tested and will be disregarded in the data analysis.

### 3.3 Data Measurements

Each radio system base station site transmits the data sequences on a working channel, and measurements of this signal are collected with the TYPHON equipment on the handcart that is moved through each test grid within a building. The software in the TYPHON laptop computer will automatically measure and record the data sequences that will be used to determine the BER for each test grid within the building. The marker function within TYPHON is used to identify when the handcart enters a new grid.

When the handcart enters an area or grid that Harris and the County have mutually agreed will be excluded from the test, the marker function in TYPHON will be used to identify start and stop points of these excluded areas/grids in the log files for post-processing. The marker function will also be used whenever movement of the handcart is stopped and then begins again, for whatever reason, in order to identify those measurements recorded while stopped and likewise excluded from the results during post-processing.

The County reserves the right to begin testing anywhere within the building, i.e. the four corners (N, S, E, W) and the center of the building. The County also reserves the right to decide not to test all planned test grid locations within a building as well as the right to PASS a building in which the County has determined sufficient testing has been performed to verify coverage is acceptable within the building even if testing in all grid locations has not been completed. Any such grid locations



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within a mandatory building that are not tested will be recorded as a PASS and the building will be recorded as a PASS in the final test report.

## 3.4 Individual Building Data Analysis

All BER measurement data records collected within a building are post processed, excluding those areas not to be scored, and a BER determined for each grid. The County will choose any ten (10) buildings from the list in Table 3 to test.

Test grids that have a BER equal to or better than 2.4% are recorded as PASS; the remainder are recorded as FAIL.

A mandatory building is deemed to meet the coverage requirement if the percentage of test grids that receive a PASS score equals or exceeds the listed acceptance criteria.



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| Table 3: Guaranteed Covered Bul       |          |           | Max<br>Attenuator<br>Building<br>Loss | % Validated CPC<br>Service Area<br>Reliability<br>Acceptance Criteria |
|---------------------------------------|----------|-----------|---------------------------------------|---|
| Location                              | Latitude | Longitude |                                       | 5-site/6-site   |
| Worcester County Government Center    | 38.17672 | -75.3931  | 20                                    | 95%   |
| Worcester County Circuit Court        | 38.17653 | -75.3928  | 20                                    | 95%   |
| Worcester District Court              | 38.17742 | -75.3958  | 20                                    | 95%   |
| Worcester County Jail                 | 38.17014 | -75.3751  | 20                                    | 95%   |
| Berlin Police Department              | 38.32465 | -75.2184  | 20                                    | 95%   |
| Snow Hill Police Department           | 38,17684 | -75.3947  | 20                                    | 95%   |
| Pocomoke Police Department            | 38.06416 | -75.5529  | 20                                    | 95%   |
| Ocean Pines Police Department         | 38.43173 | -75.16    | 20                                    | 95%   |
| Worcester County Fire Training Center | 38.21715 | -75.3163  | 20                                    | 95%   |
| Fire Station 100                      | 38,0645  | -75,554   | 20                                    | 95%   |
| Fire Station 200                      | 38.05411 | -75.4098  | 20                                    | 95%   |
| Fire Station 300                      | 38.09314 | -75.3979  | 20                                    | 95%   |
| Fire Station 400                      | 38.1625  | -75.385   | 20                                    | 95%   |
| Fire Station 500                      | 38.24986 | -75.2927  | 20                                    | 95%   |
| Fire Station 601                      | 38.32866 | -75.2207  | 20                                    | 95%   |
| Fire Station 602                      | 38.29281 | -75.1507  | 12                                    | 95%   |
| Fire Station 603                      | 38.34506 | -75.1836  | 20                                    | 95%   |
| Fire Station 800                      | 38.39869 | -75.2099  | 20                                    | 95%   |
| Fire Station 901                      | 38.44464 | -75.1937  | 14                                    | 95%   |
| Fire Station 902                      | 38.41975 | -75.1429  | 20                                    | 95%   |
| Fire Station 1102                     | 38.3986  | -75.1584  | 10                                    | 95%   |
| Fire Station 1101                     | 38.37896 | -75.1599  | 20                                    | 95%   |
| EMS Station 140                       | 38.07072 | -75.5602  | 20                                    | 95%   |
| Worcester County Health Department    | 38.17356 | -75,376   | 20                                    | 95%   |
| Worcester County Recreation Center    | 38.17241 | -75.3762  | 20                                    | 95%   |
| Worcester County North Senior Center  | 38.3361  | -75.2122  | 20                                    | 95%   |
| Charles & Martha Fulton Senior Center | 38.1643  | -75.3862  | 20                                    | 95%   |
| W.A.C.S Health Center                 | 38.33774 | -75.1438  | 17                                    | 95%   |
| Pocomoke Senior Center                | 38.07213 | -75.5671  | 20                                    | 95%   |
| Worcester County Maintenance          | 38,19426 | -75.3692  | 20                                    | 95%   |
| Worcester County Animal Control       | 38.19328 | -75.3673  | 20                                    | 95%   |

### Table 3: Guaranteed Covered Building Area, Signal Level, and Acceptance Criteria



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|                                     |          | • • • • • • • • • • • • • • • • • • • | Max<br>Attenuator<br>Building | % Validated CPC<br>Service Area<br>Reliability |
|-------------------------------------|----------|---------------------------------------|-------------------------------|--|
| Location                            | Latitude | Longitude                             | Loss                          | Acceptance Criteria                            |
| Buckingham Elementary School        | 38.3211  | -75.2216                              | 20                            | 95%  |
| Ocean City Elementary School        | 38.3471  | -75.1073                              | 20                            | 95%  |
| Pocomoke Elementary School          | 38.05712 | -75.5585                              | 20                            | 95%  |
| Showell Elementary School           | 38.39087 | -75.1923                              | 20                            | 95%  |
| Snow Hill Elementary School         | 38,16541 | -75.3957                              | 20                            | 95%  |
| Cedar Chapel Special School         | 38.16686 | -75.3966                              | 20                            | 95%  |
| Berlin Intermediate School          | 38,33077 | -75.2114                              | 20                            | 95%  |
| Pocomoke Middle School              | 38.06685 | -75.5662                              | 20                            | 95%  |
| Snow Hill Middle School             | 38.16677 | -75.3977                              | 20                            | 95%  |
| Stephen Decatur Middle School       | 38.33811 | -75.1896                              | 20                            | 95%  |
| Pocomoke High School                | 38.05959 | -75.5526                              | 20                            | 95%  |
| Snow Hill High School               | 38.16902 | -75.39                                | 20                            | 95%  |
| Stephen Decatur High School         | 38.34237 | -75.1904                              | 20                            | 95%  |
| Worcester Technical High School     | 38.21984 | -75.3409                              | 20                            | 95%  |
| Worcester County Board of Education | 38.22258 | -75.3396                              | 20                            | 95%  |
| Ocean Pines Community Center        | 38.39839 | -75.1601                              | 10                            | 95%  |
| Berlin Town Hall                    | 38.32453 | -75.2185                              | 20                            | 95%  |
| Snow Hill Municipal Building        | 38.17706 | -75.3942                              | 20                            | 95%  |
| Pocomoke City Hall                  | 38.07582 | -75.5682                              | 20                            | 95%  |
| Pocomoke Public Works               | 38.06827 | -75.5659                              | 20                            | 95%  |
| Isle of Wight Center                | 38.39155 | -75.1106                              | 15                            | 95%  |
| US.13 South Visitors Center         | 38.00449 | -75.5434                              | 14                            | 95%  |
| Atlantic General Hospital           | 38.33904 | -75.2111                              | 20                            | 95%  |
| Worcester County Public Works       | 38.19453 | -75.3687                              | 20                            | 95%  |

Ten (10) mandatory buildings of the County's choosing will be tested. If Harris is denied access to a mandatory building to perform coverage acceptance testing, then that building will be scored as a PASS.

If a mandatory building does not meet the coverage acceptance requirements, then additional tests will be made to determine if the loss characteristics of the failed test grid locations within the building exceed the maximum building loss specified below.

- If the measured building loss at a failed test grid is less than or equal to the County's specified maximum building loss, then the test grid will remain recorded as a FAIL.
- If the measured building loss for the test grid is greater than the County's specified maximum building loss, then that test grid will be discarded.



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• The PASS/FAIL determination for the building is then recomputed discarding all test results that have a measured building loss greater than the specified building loss.

# 3.5 Building Loss Measurement Procedure

If a building fails the BER test, Harris will measure and compare the signal strength inside the building to an on-street signal strength measurement, using Harris' TYPHON wireless testing system. Measurements will be taken both immediately around the building as well as inside the building in a small area centered on each failed test location. The building loss at a test location is defined as the difference between the mean of the outside measurements minus the 95<sup>th</sup> percentile of the inside measurements at the failed test location. The 95<sup>th</sup> percentile is the signal level that is exceeded by 95% of the measurements.

### 3.6 Test Acceptance

Mandatory building coverage is deemed to meet the County coverage requirements if all mandatory buildings are scored as PASS.

### 3.7 **Results Presentation**

A test report is provided that includes:

- · the name and location of each mandatory building
- the number and location of individual test grids within each building
- · the identification of excluded areas/grids within each building
- the BER for each test grid in each building
- the PASS/FAIL score for each building
- a statement of overall test acceptance or failure of coverage for the County.

| Results | (Pass/Fail)<br>Tester: |
|---------|------------------------|
| ·       | Date: Comments:        |
|         |                        |
|         |                        |



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# 4. INDOOR VOICE QUALITY TEST, ATTENUATED MOBILE

This Acceptance Test Procedure (ATP) is used by Harris for verification of portable indoor coverage based on the evaluation of Digital voice quality using an attenuated mobile to simulate a portable within a building. The test is not used to verify coverage inside any randomly selected building nor in any specific or mandatory building.

This ATP is in conformance the Telecommunications Industry Association (TIA) Telecommunications Systems Bulletin TSB-88-D, titled "Wireless Communications Systems -Performance in Noise and Interference-Limited Situations - Recommended Methods for Technology-Independent Modeling, Simulation, and Verification". TSB-88-D has defined Channel Performance Criterion (CPC) as the specified minimum design performance level in a faded channel, and provides a set of Delivered Audio Quality (DAQ) CPCs that define subjective voice quality performance applicable to both analog voice and digital voice systems. These DAQ definitions are provided in Table 4.

| Delivered<br>Audio Quality | Subjective Performance Description  |
|----------------------------|---|
| DAQ 5.0                    | Speech easily understood.   |
| DAQ 4.5                    | Speech easily understood. Infrequent Noise/Distortion.  |
| DAQ 4.0                    | Speech easily understood. Occasional Noise/Distortion.  |
| DAQ 3.4                    | Speech understandable with repetition only rarely required.<br>Some Noise/Distortion.             |
| DAQ 3.0                    | Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion. |
| DAQ 2.0                    | Understandable with considerable effort. Frequent repetition due to Nolse/Distortion.             |
| DAQ 1.0                    | Unusable, speech present but unreadable.  |

| Table 4 - Delivere | d Audio ( | <b>Quality Scale</b> | Definitions |
|--------------------|-----------|----------------------|-------------|
|--------------------|-----------|----------------------|-------------|

TSB-88-D also defines a service area as a boundary of the geographic area of concern for a user, and states that Validated CPC Service Area Reliability shall be determined by the percentage of test locations in the bounded service area that meet or exceed the specified CPC. Harris has proposed a Bounded Area design for Worcester County as defined in TSB-88-D wherein coverage predictions are made out to the boundary of the defined service area and coverage is verified throughout the service area out to the boundary through the performance of a Validated CPC Service Area Reliability test.

Portable indoor coverage in buildings using this ATP is verified by evaluating the voice quality of Digital voice test calls to/from an attenuated mobile radio at test locations throughout the County's defined bounded service area. At each test location, a test call is placed from the mobile user to the dispatcher (an inbound call), as well as from the dispatcher to the mobile user (an outbound call). The inbound and outbound test call at each location is graded using the DAQ definitions in Table 4.



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Scores that equal or exceed the County's specified CPC of DAQ 3.4are considered acceptable (PASS), and those lower than DAQ 3.4 are not acceptable (FAIL).

## 4.1 Test Equipment and Preparation

Mobile radios as proposed and from the County's original order will be used for the voice quality test. The mobile radio will be mounted inside the test vehicle (standard passenger vehicle) with an external antenna mounted on the outside and centrally located on the vehicle's roof, with no other equipment installed on the roof. The test shall be conducted using a calibrated radio of the latest Harris brand and model used by the agency talking through the agency's radio communications system.

A variable attenuator will be installed in the test vehicle between the radio and the external antenna to simulate portable operations within buildings. The value of the attenuator will be set equal to the County's defined building loss level plus a 7 dB loss representative of the portable radio at the hip level and equipped with a shoulder mounted speaker/microphone.

Prior to performing the tests, each site must be audited to verify that the radio system is operating properly. The audits will verify the antenna configuration, the power into the antenna, the antenna installation, and the frequency of the test transmitter. Harris shall provide all test equipment necessary to perform the site audits.

### 4.2 Test Planning

TSB-88-C recommends coverage verification at a statistically significant number of random test locations, uniformly distributed throughout the service area. To accomplish this, the service area is divided by a grid pattern as an aid to test planning.

Harris recommends the Grid Plan as outlined below to obtain an even or uniform distribution of approximately 1418 test grids throughout the County's service area.

| Boundary Area:                                 | Grid Size:       | Number of Grids: |
|--|------------------|------------------|
| The County + 3-Miles into Neighboring Counties | 1mi x 1mi        | 258              |
| 6dB Boundary (supplied by the County)          | 1mi x 1mi        | 424              |
| 14dB Boundary (supplied by the County)         | 0.25mi x 0.25mi  | 382              |
| 20dB Boundary (supplied by the County)         | 0.125 mi x 0.125 | 850              |

### Table 5: Grid Patterns for Worcester County

The grid pattern is overlaid onto street maps and a drive test route determined that will pass through all accessible grids (i.e. have roads) that have their center point within the County's defined service area boundary. The defined drive route should not pass through tunnels, underpasses, underground garages, or other man made obstructive areas where radio coverage is not planned or expected.

All accessible grids will be tested. The attenuated mobile voice quality test calls will be made at randomly selected locations within each grid, typically as close to the center of the grid as possible, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communication system. Once the test location has been selected,



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that location shall represent the entire test area. Failure in the selected test location shall be considered failure of that test area. Additional test locations will not be permitted. All test calls will be made with the test vehicle in-motion along the drive route at speeds not to exceed the posted speed limit; the actual speed of the vehicle will be adjusted such that both the inbound and outbound test call sequence can be completed within the same test grid. To the extent possible, test locations in adjacent grids should not be clustered closer to one another than 100<sup>1</sup>.

Any grids that the County decides not to test will have coverage scored as a PASS in the reliability calculations.

Inaccessible grids, i.e. have no roads and thus have no buildings, will be either:

- Discarded from the reliability calculations with the % acceptance criteria adjusted by treating the inaccessible grids as exclusion zones
- Scored as a PASS in the reliability calculations
- Scored as a PASS or FAIL based upon the mean predicted portable on-street signal level within the grid

## 4.3 Grading of Test Locations

The Digital voice quality test requires two representatives from each entity (Harris and the County). One representative from Harris and one from the County will be the Field team, which will travel the drive route, perform the inbound calls, and grade the outbound calls. The second representatives from Harris and the County will be the Base team, which will remain at the dispatch location, grade the inbound calls, and perform the outbound calls.

To reduce the time required for this coverage test, a single Base team can support multiple Field teams, and multiple Field and Base teams may be used.

The Digital voice test calls within each grid consist of a short message representative of typical public safety call duration and include the identification of the location being tested. The suggested inbound test message is "TESTING GRID NUMBER XXX", followed by a short sentence or two from a newspaper or periodical such as "USA Today". To ensure that the message is understood, the dispatcher then repeats the inbound test message. The dispatcher will then make a similar outbound test call. The suggested outbound test message is "CONFIRMING GRID XXX", followed by a different short sentence or two from a newspaper or periodical such as "USA Today". The field team will then repeat the dispatcher's test message. Within each grid, if the message is not understood on the first attempt, it can be repeated one time. Dependent on the size of the test grid and the vehicle speed, the test vehicle can be driven through the test grid a second time and the voice quality test call repeated.

Each of the four representatives grades the test call using the Table 4 DAQ definitions and records the test score for each test location using the template in Table 3. PASS or FAIL determination is made separately for the inbound and outbound calls at each location. For each call direction, a test location is deemed to PASS if it meets or exceeds the County's requirement for DAQ 3.4 voice

<sup>1</sup> Approximately 125-ft at 800 MHz.



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quality from both graders. If both graders agree that the voice quality does not meet the defined DAQ 3.4 criteria, then that test location fails for the direction being graded. If a score differs between testers at a location that results in a failing score from only one tester, that location will need to be tested again to determine the cause of the discrepancy. If the discrepancy cannot be rectified, then that grid will be set aside for discussion and evaluation.

## 4.4 Test Analysis and Acceptance

The data logged by the four representatives on the grading template is then analyzed to determine whether the individual test grid meets the DAQ 3.4 definition.

An individual test grid is determined to PASS if both the inbound and outbound calls at that grid have been scored as a PASS.

The attenuated mobile indoor Digital voice quality test is deemed to meet the coverage requirements if, for each bounded service area and building loss category in Table 6, the percentage of test grids that receive a PASS score equals or exceeds the County's minimum % Validated CPC Service Area Reliability acceptance criteria that is shown.

| Portable Service Area<br>Definition   | Description   | Attenuator<br>Portable<br>Loss<br>(dB) | Attenuator<br>Building<br>Loss<br>(dB) | % Validated CPC<br>Service Area<br>Reliability<br>Acceptance<br>Criteria<br>5-site/6-site |
|---|---------------|--|--|---|
| The County's jurisdictional boundary<br>+ 3-miles into neighboring Counties | Digital Voice | 7dB                                    |  | 95/95%  |
| The County's jurisdictional boundary  | Digital Voice | 7dB                                    |  | 95/95%  |
| 6dB indoor boundary (supplied by the County)                                | Digital Voice | 7 dB                                   | 6dB                                    | 95/95%  |
| 14dB indoor boundary (supplied by the County)                               | Digital Voice | 7 dB                                   | 14dB                                   | 93/95%  |
| 20dB indoor boundary (supplied by the County)                               | Digital Voice | 7 dB                                   | 20dB                                   | 92/95%  |

### Table 6 - Coverage Service Area and Acceptance Criteria

\*Composite attenuator value to be finalized to account for actual test set-up used.



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### 4.5 Results Presentation

A test report is provided that includes:

- the number of test grids
- the location tested within each grid
- a copy of the Table 7 & 8 inbound or outbound grading template used by each grader
- the PASS/FAIL score for each test grid/location for each call direction
- the % PASS calculation for the service area
- A statement of overall test acceptance or failure of coverage.

| Results | (Pass/Fail)<br>Tester: |
|---------|------------------------|
|         | Date: Comments:        |
|         |                        |
|         |                        |



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# Table 7 – Indoor Coverage Attenuated Mobile Voice Quality Test Grading Template

Coverage Test Data for: Worcester County, MD

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

Requirement: DAQ 3.4

Building Loss Attenuator Value: 14 dB

Portable Attenuator Value: \_\_\_7\_\_ dB

| Check the link used: Digital Voice Base |  |
|---|--|
| Mobile to                               |  |

| ] | to Mobile (outbound) |
|---|----------------------|
|   | Base (inbound)       |

| Harris Evaluator: | County Evaluator: |
|-------------------|-------------------|
| Organization:     | Organization:     |
| Test Radio:       | Test Frequency:   |

| Service Area<br>Test Grid<br>Number | Harris Grade | County's Grade                        | Remarks                               | PASS /<br>FAIL<br>Score |
|-------------------------------------|--------------|---------------------------------------|---------------------------------------|-------------------------|
|                                     |              | n                                     |                                       |                         |
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|                                     |              |                                       |                                       |                         |

(One row for each test grid/location)



# Table 8 – Indoor Coverage Attenuated Mobile Voice Quality Test Grading Template

Coverage Test Data for: Worcester County, MD

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

Requirement: DAQ 3.4

Building Loss Attenuator Value: 20 dB

Portable Attenuator Value: \_\_\_7\_\_ dB

| Check the link used: Digital Voice Bas | e 🗌 | to Mobile (outbound) |
|--|-----|----------------------|
| Mobile t                               | o 🗆 | Base (inbound)       |

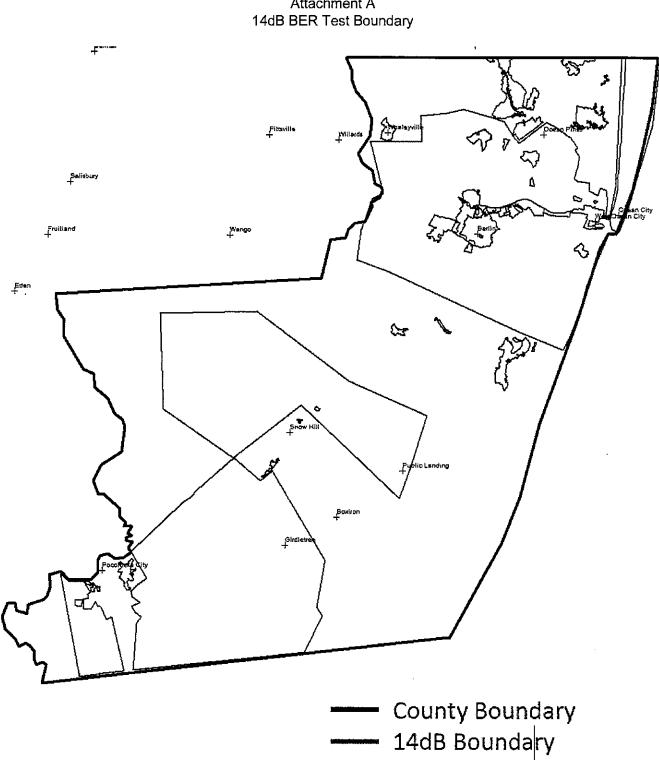
| Harris Evaluator: | County Evaluator: |
|-------------------|-------------------|
| Organization:     | Organization:     |
| Test Radio:       | Test Frequency:   |

| Service Area<br>Test Grid<br>Number | Harris Grade | County's Grade | Remarks | PASS /<br>FAIL<br>Score |
|-------------------------------------|--------------|----------------|---------|-------------------------|
|                                     |              |                |         |                         |
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|                                     |              |                |         |                         |

(One row for each test grid/location)



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Attachment A



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

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



OFFICE OF THE COUNTY COMMISSIONERS

# Morcester County

GOVERNMENT CENTER ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

January 17, 2018

HAROLD L. HIGGINS, CPA

CHIEF ADMINISTRATIVE OFFICER MAUREEN F.L. HOWARTH COUNTY ATTORNEY

TO:Worcester County CommissionersFROM:Kelly Shannahan, Assistant Chief Administrative Officer Kl.SUBJECT:Pending Board Appointments - Terms Beginning January 1, 2018

Attached, please find copies of the Board Summary sheets for the remaining County Boards or Commissions (13) which have current vacancies (20 total). They are as follows: Commission on Aging Board (5), Agricultural Reconciliation Board (1), Drug & Alcohol Abuse Council (2), Local Management Board/Initiative to Preserve Families Board (1), Local Development Council for the Ocean Downs Casino (2), Lower Shore Workforce Investment Board (1), Property Tax Assessment Appeal Board (1, with 3 nominees to Governor), Recreation Advisory Board (1), Social Services Board (1), Solid Waste Advisory Committee (1), Tourism Advisory Committee (1), Water and Sewer Advisory Council - Ocean Pines (1), and Commission for Women (2). I have circled the members whose terms have expired on each of these boards.

Most of these Boards and Commissions specify that current members' terms will expire on December 31<sup>st</sup>. 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 as soon as possible so I can notify the board members and staff contacts as soon as possible to restore full membership to each of these County Boards and Commissions.

# Pending Board Appointments - By Commissioner

| <u>District 1 - Lockfaw</u>  | <ul> <li>p. 10 - Local Development Council for Ocean Downs Casino (Ron Taylor - for remainder of term through 2018) - 4-year</li> <li>p. 14 - Social Services Board (Tracey Cottman) - 3-year</li> </ul> |  |  |  |  |
|------------------------------|--|--|--|--|--|
| District 2 - Purnell         | All District Appointments received. Thank You!<br>Please consider nominations for At-Large positions listed below - "All Commissioners"  |  |  |  |  |
| District 3 - Church          | All District Appointments received. Thank You!<br>Please consider nominations for At-Large positions listed below - "All Commissioners"  |  |  |  |  |
| <u>District 4 – Elder</u>    | All District Appointments received. Thank You!<br>Please consider nominations for At-Large positions listed below - "All Commissioners"  |  |  |  |  |
| <u>District 5 - Bertino</u>  | <ul> <li>p. 18 - Tourism Advisory Committee (Teresa Travatello) - 4-year</li> <li>p. 19 - Water and Sewer Advisory Council - Ocean Pines (Michael Reilly) - 4-year</li> </ul>                            |  |  |  |  |
| <u>District 6 - Bunting</u>  | <ul> <li>p. 13 - Recreation Advisory Board (Chris Klebe) - 4-year</li> <li>p. 19 - Water and Sewer Advisory Council - Ocean Pines (Michael Reilly) - 4-year</li> </ul>                                   |  |  |  |  |
| <u>District 7 - Mitrecic</u> | All District Appointments received. Thank You!<br>Please consider nominations for At-Large positions listed below - "All Commissioners"  |  |  |  |  |

#### All Commissioners

- p. 6 (1) Agricultural Reconciliation Board (Betty McDermott At-Large) 4-year
- p. 7 (1) Drug and Alcohol Abuse Council (Rev. Bill Sterling Knowledge on Substance Abuse Issues) 4-year
- p. 9 (1) Local Management Board (Eloise Henry Gordy) 3-year
- p. 10 (1) Local Development Council for Ocean Downs Casino (David Massey At-Large business or institution representative in immediate proximity to Ocean Downs) 4-year
- p. 11 (1) Lower Shore Workforce Investment Board (Donna Weaver Business Representatives) 4-year
- p. 12 Property Tax Assessment Appeal Board (Robert D. Rose Pocomoke area) inust submit 3 nominees to Governor for his consideration in making this appointment - 5-year
- p. 19 (2) Water and Sewer Advisory Council Ocean Pines (Michael Reilly) 4-year
- p. 20 (2) Commission for Women (Alice Jean Ennis At-Large-Pocomoke, and Eloise Henry Gordy At-Large-Snow Hill) - 3-year

#### All Commissioners (Awaiting Nominations)

- p. 3 (5) Commission on Aging Board (George "Tad" Pruitt and Bonnie C. Caudell Snow Hill, Lloyd Parks -Girdletree, Larry Walton - Ocean Pines, and Clifford Gannett - Pocomoke) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year to Sept 30
- p. 16 (1) Solid Waste Advisory Committee (Steve Brown upon nomination from Town of Ocean City) 4-year

# **COMMISSION ON AGING BOARD**

| Reference:          | By Laws of Worcester County Commission on Aging<br>- As amended July 2015   |
|---------------------|---|
| Appointed by: (     | Self-Appointing/Confirmed by County Commissioners   |
| Function:           | Supervisory/Policy Making   |
| Number/Term:        | Not less than 12; 3 year terms, may be reappointed<br>Terms Expire September 30   |
| Compensation:       | None  |
| Meetings:           | Monthly, unless otherwise agreed by a majority vote of the Board  |
| Special Provisions: | At least 50% of members to be consumers or volunteers of services<br>provided by Commission on Aging, with a representative of minorities and<br>from each of the senior centers; one County Commissioner; and<br>Representatives of Health Department, Social Services and Board of<br>Education as Ex-Officio members |
| Staff Contact:      | Worcester County Commission on Aging, Inc Snow Hill<br>Rob Hart, Executive Director (410-632-1277)  |

# Current Members:

| rren   | t Members:              | and the second secon | NAMES OF TAXABLE PARTY OF TAXABLE PARTY OF TAXABLE PARTY. |  |
|--------|-------------------------|---|---|--|
| $\int$ | Member's Name           | Resides/Represents  | Years of Term(s)  |  |
|        | 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   |  |
| Ĩ      | 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  |  |
|        | Fred Grant              | Snow Hill   | *15-16, 16-19   |  |
|        | Joyce Cottman           | Berlin  | *16, 16-19  |  |
|        | Cynthia Malament        | Berlin  | 07-10-13-16, 16-19  |  |
|        | Rebecca Cathell         | Agency - Maryland Job   | Service   |  |
|        | Lou Taylor              | Agency - Worcester County Board of Education  |   |  |
|        | Roberta Baldwin         | Agency - Worcester County Department of Social Services   |   |  |
|        | Rebecca Jones           | Agency - Worcester County Health Department   |   |  |
|        | Madison J. Bunting, Jr. | Worcester County Commissioners' Representative  |   |  |
|        |                         |   |   |  |

#### Prior Members:

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 Ouillen 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) Dr. Jerry Wilson (Bd. of Ed.) Peter Buesgens (Social Services) Deborah Goeller (Health Dept.)

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



OFFICE OF THE COUNTY COMMISSIONERS

# Morcester County

GOVERNMENT CENTER ONE WEST MARKET STREET + ROOM 1103

SNOW HILL, MARYLAND

21863-1195

November 13, 2017

Rob Hart, Executive Director Commission on Aging 4767 Snow Hill Rd Snow Hill, MD 21863

RE: Nominations for Members of the Commission on Aging Board

Dear Mr. Hart:

As I believe you are aware, the terms of the following five members of the Worcester County Commission on Aging Board of Directors expired on September 30, 2017:

Tad PruittSnow HillLloyd ParksGirdletreeLarry WaltonOcean PinesBonnie CaudellSnow HillClifford GannettPocomoke City

Please discuss this matter with the Commission on Aging Board and submit their nominations for new appointments or reappointments to fill these vacancies as soon as possible in order to restore full membership to the Commission on Aging Board of Directors.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact me at this office.

Sincerely,

Kelly Shannahan Assistant Chief Administrative Officer

KS/fac cc: Worcester County Commissioners Board Book H:\CCBOARDS\Commission on Aging request for nominations.wpd

Citizens and Government Working Together

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

# AGRICULTURAL RECONCILIATION BOARD

| Reference:          | Public Local Law § ZS 1-346 (Right to Farm Law)  |
|---------------------|--|
| Appointed by:       | County Commissioners   |
| Function:           | Regulatory<br>Mediate and arbitrate disputes involving agricultural or forestry operations<br>conducted on agricultural lands and issue opinions on whether such<br>agricultural or forestry operations are conducted in a manner consistent with<br>generally accepted agricultural or forestry practices and to issue orders and<br>resolve disputes and complaints brought under the Worcester County Right to<br>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: | <ul> <li>All members must be County residents</li> <li>Two Members chosen from nominees of Worcester County Farm Bureau</li> <li>One Member chosen from nominees of Worcester County Forestry Board</li> <li>Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries</li> </ul>  |
| Staff Contact:      | Dept. of Development Review & Permitting<br>- Edward A. Tudor, Director (410-632-1200, ext. 100)<br>County Agricultural Extension Agent - As Consultant to the Board<br>- Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)  |

### Current Members:

1

|                  |              | Ag/Forest | · · · · · · · · · · · · · · · · · · · |                       |
|------------------|--------------|-----------|---------------------------------------|-----------------------|
| Member's Name    | Nominated By | Industry  | <u>Resides</u>                        | Years of Term(s)      |
| Betty McDermott  | At-Large     | <u>No</u> | 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       |
| Stacey Esham     | Forestry Bd. | Yes       | Berlin                                | 12-16, 16-20          |
| Brooks Clayville | Farm Bureau  | Yes       | Snow Hill                             | 00-04-08-12-16, 16-20 |

Prior Members: Since 2000

Michael Beauchamp (00-06) Phyllis Davis (00-09) Richard G. Holland, Sr. (00-12) Rosalie Smith (00-14)

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# DRUG AND ALCOHOL ABUSE COUNCIL

| Reference:          | PGL Health-General, Section 8-1001   |
|---------------------|--|
| Appointed by:       | County Commissioners   |
| Functions:          | Advisory<br>Develop and implement a plan for meeting the needs of the general public<br>and the criminal justice system for alcohol and drug abuse evaluation,<br>prevention and treatment services. |
| Number/Term:        | At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)<br>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:      | Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)<br>Doug Dods, Council Chair, Sheriff's Office (410-632-1111)  |

Current Members:

| <u>Representing</u><br>At-Large Members     | Years of Term(s)   |
|---|--|
| ··· ··· ·                                   | 13-17 - moved/Replace  |
| ubstance Abuse Treatment Provider           | *15-18   |
| ecipient of Addictions Treatment Services   | 10-14, 14-18   |
| nowledgeable on Substance Abuse Issues      | 04-10 (advisory), 10-14, 14-18   |
| nowledgeable on Substance Abuse Issues      | 04-11-15, 15-19  |
| nowledgeable on Substance Abuse Issues      | *12-15, 15-19  |
| ubstance Abuse Prevention Provider          | *16-19   |
| nowledgeable on Substance Abuse Issues      | 08-12-16, 16-20  |
| nowledgeable on Substance Abuse Issues      | *17-20   |
| nowledge of Substance Abuse Treatment       | *06-09-13-17, 17-21  |
| <u>Ex-Officio Members</u><br>Health Officer | Ex-Officio, Indefinite   |
|   | Ex-Officio, Indefinite   |
| Juvenile Services, Regional Direct          | -  |
| Parole & Probation, Regional Dire           | ector Ex-Officio, Indefinite   |
| State's Attorney                            | Ex-Officio, Indefinite   |
| District Public Defender                    | Ex-Officio, Indefinite   |
| County Sheriff                              | Ex-Officio, Indefinite   |
| Board of Education President                | Ex-Officio, Indefinite   |
| County Commissioners                        | Ex-Officio, Indefinite   |
| Circuit Court Administrative Judg           | e Ex-Officio, Indefinite   |
| n) District Court Administrative Judg       | ge Ex-Officio, Indefinite  |
| Warden, Worcester County Jail               | Ex-Officio, Indefinite   |
|   | At-Large Members<br>inowledge of Substance Abuse Issues<br>ubstance Abuse Treatment Provider<br>accipient of Addictions Treatment Services<br>inowledgeable on Substance Abuse Issues<br>inowledgeable on Substance Abuse Issues<br>ubstance Abuse Prevention Provider<br>inowledgeable on Substance Abuse Issues<br>ubstance Abuse Prevention Provider<br>inowledgeable on Substance Abuse Issues<br>inowledgeable on Substance Abuse Issues<br>inowledgeable on Substance Abuse Issues<br>inowledgeable on Substance Abuse Issues<br>inowledgeable on Substance Abuse Issues<br>inowledge of Substance Abuse Issues<br>inowledge of Substance Abuse Treatment<br><b>Ex-Officio Members</b><br>Health Officer<br>Social Services Director<br>Juvenile Services, Regional Direct<br>Parole & Probation, Regional Direct<br>Parole & Probation, Regional Direct<br>State's Attorney<br>District Public Defender<br>County Sheriff<br>Board of Education President<br>County Commissioners<br>Circuit Court Administrative Judg<br>n) District Court Administrative Judg |

7

#### Advisory Members

Lt. Earl W. Starner Charles "Buddy" Jenkins Chief Ross Buzzuro (Lt. Rick Moreck) Leslie Brown

Maryland State Police Since 2004 Business Community - Jolly Roger Amusements Ocean City Police Dept. Hudson Health Services, Inc.

#### Prior Members:

#### Vince Gisriel Michael McDermott Marion Butler, Jr. Judge Richard Bloxom Paula Erdie Tom Cetola Gary James (04-08) Vickie Wrenn Deborah Winder Garry Mumford Judge Theodore Eschenburg Andrea Hamilton Fannie 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 Chief Bernadette DiPino - OCPD Chief Kirk Daugherty -SHPD Mike Shamburek - Hudson Health Shirleen Church - BOE Tracy Tilghman (14-15) Marty Pusey (04-15) Debbie Goeller Peter Buesgens

#### Since 2004

Aaron Dale Garry Mumford Sharon Smith Jennifer Standish Karen Johnson (14-17)

B

# 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<br>- Implementation of a local, interagency service delivery system for children, youth and families;<br>- Goal of returning children to care and establishment of family preservation within Worcester County;<br>- 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<br>51% of members must be public sector<br>Terms expire December 31 <sup>st</sup>  |
| Meetings:      | Monthly  |
| Staff Contact: | Jessica Sexauer, Director, Local Management Board - (410) 632-3648<br>Jennifer LaMade - Local Management Board - (410) 632-3648  |

Current Members:

| Member's Name  | Nominated By                 | <u>Resides/Representin</u> |                            |
|--|------------------------------|----------------------------|----------------------------|
| <u>Elo</u> ise Henry Gordy   | <u>At-Large - J. Purnell</u> | Snow Hill                  | *07-08-11-14, 14-17        |
| Mark Frostrom  | At-Large - Lockfaw           | Pocomoke City              | *99-12, 12-15, 15-18       |
| Ira "Buck" Shockley  | At-Large - D. Purnell        | Snow Hill                  | 03-09-12, 13-16, 16-19     |
| Amy Rothermel  | At-Large - Mitrecic          | Ocean City                 | 17-20                      |
| Jennifer LaMade  | Ex officio                   | Core Service Agend         | cy Indefinite              |
| Rebecca Jones  | Ex officio                   | Health Department          | Indefinite                 |
| Sheila Warner  | Ex officio                   | Juvenile Justice           | Indefinite                 |
| Louis H. Taylor  | Ex officio                   | Board of Education         | Indefinite                 |
| Roberta Baldwin  | Ex officio                   | Department of Soci         |                            |
| Roberta Baldwill   | Lx Officio                   | Department of 500          |                            |
| Prior Members (since 1994):  |                              |                            |                            |
| $\underline{\text{FHOF}} \text{ [Meinders]} (\text{since } 1794).$ | Rev. Pearl Johnson ((        | )5-07)                     | Jerry Redden               |
| Tim King (97)  | Peter Fox (05-07)            |                            | Jennifer Standish          |
| Sandra Oliver (94-97)  | Lou Etta McClaflin (         | 04-07)                     | Anne C. Turner             |
| Velmar Collins (94-97)   | Bruce Spangler (04-0         | -                          | Marty Pusey                |
| Catherine Barbierri (95-97)  | Sharon DeMar Reilly          | ,                          | Virgil L. Shockley         |
| Ruth Geddie (95-98)  | Kathy Simon                  | ]                          | Dr. Jon Andes (96-12)      |
| Rev. Arthur George (94-99)   | Vickie Stoner Wrenn          |                            | Dr. Ethel M. Hines (07-13) |
| Kathey Danna (94-99)   | Robin Travers                |                            | Deborah Goeller            |
| Sharon Teagle (97-99)  | Jordan Taylor (09)           |                            | Andrea Watkins (13-17)     |
| Jeanne Lynch (98-00)   | Aaron Marshall (09)          |                            |                            |
| Jamie Albright (99-01)   | Allen Bunting (09)           |                            |                            |
| Patricia Selig (97-01)   | LaTrele Crawford (09         | ·                          |                            |
| Rev. Lehman Tomlin (99-02)   | Sheriff Charles T. Ma        |                            |                            |
| Sharon Doss  | Joel Todd, State's At        | •                          |                            |
| Rick Lambertson  | Ed Montgomery (05-           |                            |                            |
| Cyndy B. Howell  | Edward S. Lee (07-1)         | 0)                         |                            |
| Sandra Lanier (94-04)  | Toni Keiser (07-10)          | - ( )                      |                            |
| Dr. James Roberts (98-04)  | Judy Baumgartner (0          |                            |                            |
| Dawn Townsend (01-04)  | Claudia Nagle (09-10         |                            |                            |
| Pat Boykin (01-05)   | Megan O'Donnell (1           | 0)                         |                            |
| Jeannette Tresler (02-05)  | Kiana Smith (10)             | (10)                       |                            |
| Lou Taylor (02-05)   | Christopher Bunting          | (10)                       |                            |
| Paula Erdie  | Simi Chawla (10)             |                            |                            |

# LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

| Reference:          | Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland  |
|---------------------|---|
| Appointed by:       | County Commissioners  |
| Function:           | Advisory<br>Review and comment on the multi-year plan for the expenditure of the local<br>impact grant funds from video lottery facility proceeds for specified public<br>services and improvements; Advise the County on the impact of the video lottery<br>facility on the communities and the needs and priorities of the communities in<br>the immediate proximity to the facility. |
| Number/Term:        | 15/4 year terms; Terms Expire December 31   |
| Compensation:       | None  |
| Meetings:           | At least semi-annually  |
| Special Provisions: | Membership to include State Delegation (or their designee); one representative<br>of the Ocean Downs Video Lottery Facility, seven residents of communities in<br>immediate proximity to Ocean Downs, and four business or institution<br>representatives located in immediate proximity to Ocean Downs.  |
| Staff Contacts:     | Kim Moses, Public Information Officer, 410-632-1194<br>Maureen Howarth, County Attorney, 410-632-1194   |

| Current Members:   |                    |                         |                  |
|--|--------------------|-------------------------|------------------|
| Member's Name  | Nominated By       | Represents/Resides      | Years of Term(s) |
| / Ron Taylor °   | Dist. 1 - Lockfaw  | Resident - Pocomoke     | *09-10, 10-14    |
| David Massey <sup>c</sup>  | At-Large           | Business - Ocean Pines  | 09-13, 13-17     |
| Cam Bunting °  | At-Large           | Business - Berlin       | *09-10-14, 14-18 |
| James N. Mathias, Jr.°   | •                  | Maryland Senator        | 09-10-14, 14-18  |
| Mary Beth Carozza  |                    | Maryland Delegate       | 14-18            |
| Charles Otto   |                    | Maryland Delegate       | 14-18            |
| Roxane Rounds  | Dist. 2 - Purnell  | Resident - Berlin       | *14-15, 15-19    |
| Michael Donnelly   | Dist. 7 - Mitrecic | Resident - Ocean City   | *16-19           |
| Mark Wittmyer  | At-Large           | Business - Ocean Pines  | 15-19            |
| Mayor Charlie Dorma  | n Dist. 4 - Elder  | Resident - Snow Hill    | 12-16, 16-20     |
| Rod Murray °   | Dist. 6 - Bunting  | Resident - Ocean Pines  | *09-12-16, 16-20 |
| Mayor Rick Meehan °  | At-Large           | Business - Ocean City   | *09-12-16, 16-20 |
| Mayor Gee Williams °   | -                  | Resident - Berlin       | 09-13-17, 17-21  |
| Jim Rosenberg °  | Dist. 5 - Bertino  | Resident - Ocean Pines  | 09-13-17, 17-21  |
| Bobbi Sample   | Ocean Downs Casino | Ocean Downs Casino      | 17-indefinite    |
| Prior Members:   | Since 2009         |                         |                  |
| J. Lowell Stoltzfus <sup>c</sup> (09-10)                           | Todd Ferrant       | te <sup>c</sup> (09-16) |                  |
| Mark Wittmyer <sup>c</sup> (09-11)                                 | Joe Cavilla (      | 12-17)                  |                  |
| John Salm <sup>°</sup> (09-12)                                     |                    |                         |                  |
| Mike Pruitt °(09-12)   |                    |                         |                  |
| Norman H. Conway <sup>e</sup> (09-14)<br>Michael McDermott (10-14) |                    |                         |                  |
| Diana Purnell <sup>c</sup> (09-14)                                 |                    |                         |                  |
| Linda Dearing (11-15)  |                    |                         |                  |

\* = Appointed to fill an unexpired term/initial terms staggered
 <sup>c</sup> = Charter Member

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

| Reference:          | Workforce Investment Act of 1998, Section 117  |
|---------------------|--|
| Appointed by:       | County Commissioners   |
| Functions:          | Advisory/Regulatory<br>Provide education and job training opportunities to eligible adults, youth<br>and dislocated workers who are residents of Somerset, Wicomico and<br>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.<br>Chair must be a businessperson  |
| Staff Contact:      | Lower Shore Workforce Alliance<br>Milton Morris, Workforce Director (410-341-3835, ext 6)<br>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):

| 1 | Name             | <u>Resides/Agency</u> | <u>Term</u>       | <u>Representing</u> ) |
|---|------------------|-----------------------|-------------------|-----------------------|
| ( | 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. |
|   | Robert "Bo" Duke | Ocean City            | *17, 17-21        | Business Rep.         |
|   |                  |                       |                   |                       |

Prior Members:

Since

Baine Yates Charles Nicholson (98-00) Gene Theroux (97-00) Jackie Gordon (98-00) Caren French (97-01) Jack Smith (97-01) 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) Heidi Kelley (07-08) Bruce Morrison (05-08) Margaret Dennis (08-12) Ted Doukas (03-13) Diana Nolte (06-14) John Ostrander (07-15) Craig Davis (13-17)

### PROPERTY TAX ASSESSMENT APPEAL BOARD

| Reference:          | Annotated Code of Maryland, Tax-Property Article, §TP 3-102  |
|---------------------|--|
| Appointed by:       | Governor (From list of 3 nominees submitted by County Commissioners)<br>- Nominees must each fill out a resume to be submitted to Governor<br>- Nominations to be submitted 3 months before expiration of term   |
| Function:           | Regulatory<br>- Decides on appeals concerning: real property values and assessments,<br>personal property valued by the supervisors, credits for various individuals<br>and groups as established by State law, value of agricultural easements,<br>rejection of applications for property tax exemptions. |
| Number/Term:        | 3 regular members, 1 alternate/5-year terms<br>Terms Expire June 1st   |
| Compensation:       | \$15 per hour (maximum \$90 per day), plus travel expenses   |
| Meetings:           | As Necessary   |
| Special Provisions: | Chairman to be designated by Governor  |
| Staff Contact:      | Department of Assessments & Taxation (410-632-1196)  |
| Current Members:    |  |

| and the second s |               |                             |
|--|---------------|-----------------------------|
| (Robert D. Rose  | Pocomoke City | <u>*06-07, 07-12, 12-17</u> |
| Howard G. Jenkins  | Ocean Pines   | 03-04, *04-08, 08-13, 13-18 |
| Gary M. Flater (Alternate)   | Snow Hill     | 13-18                       |
| Larry R. Fry   | Ocean Pines   | *10-13-14 (alt.), 14-19     |
|  |               |                             |

### C) = Chairman

### Prior Members: Since 1972

Wilford Showell E. Carmel Wilson Daniel Trimper, III William Smith William Marshall, Jr. Richard G. Stone Milton Laws W. Earl Timmons Hugh Cropper Lloyd Lewis Ann Granados John Spurling Robert N. McIntyre William H. Mitchell (96-98) Delores W. Groves (96-99) Mary Yenney (98-03) Walter F. Powers (01-04) Grace C. Purnell (96-04) George H. Henderson, Jr. (97-06) Joseph A. Calogero (04-09) Joan Vetare (04-12)

# **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<br>Provide the County with advice and suggestions concerning the recreation<br>needs of the County and recommendations regarding current programs and<br>activities offered.<br>Review and comment on proposed annual Recreation Department budget. |
| Number/Term:        | 7/4-year term<br>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 - Lisa Gebhardt (410) 632-2144   |

Current Members:

| n(s)<br>7<br>4-18                       |
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| va Bounds (12-15)                       |
| on Anderson (05-13<br>iam Regan (02-16) |
| iani Kegan (02-10)                      |
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Updated: November 21, 2017 Printed: November 22, 2017

## SOCIAL SERVICES BOARD

| Reference:          | Human Services Article - Annotated Code of Maryland - Section 3-501  |
|---------------------|--|
| Appointed by:       | County Commissioners   |
| Functions:          | Advisory<br>Review activities of the local Social Services Department and make<br>recommendations to the State Department of Human Resources.<br>Act as liaison between Social Services Dept. and County Commissioners.<br>Advocate social services programs on local, state and federal level.  |
| Number/Term:        | 9 to 13 members/3 years<br>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 &<br>objectivity, who in aggregate give a countywide representative character.<br>Maximum 2 consecutive terms, minimum 1-year between reappointment<br>Members must attend at least 50% of meetings<br>One member (ex officio) must be a County Commissioner<br>Except County Commissioner, members may not hold public office. |
| Staff Contact:      | Roberta Baldwin, Director of Social Services - (410-677-6806)  |

# Current Members:

| Member's Name           | Nominated By     | <u>Resides</u> | <u>Years of Term(s)</u> |
|-------------------------|------------------|----------------|-------------------------|
| Tracey Cottman          | D-1, Lockfaw     | Pocomoke City  | *15-17                  |
| Diana Purnell           | ex officio - Com | missioner      | 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                   |
| Mary White              | At-Large         | Berlin         | *17-19                  |
| Nancy Howard            | D-2, Purnell     | Ocean City     | (09-16), 17-20          |
| Cathy Gallagher         | D-5, Bertino     | Ocean Pines    | *13-14-17, 17-20        |
|                         |                  |                |                         |

### SOCIAL SERVICES BOARD (Continued)

### Prior Members: (Since 1972)

James Dryden Sheldon Chandler **Richard Bunting** Anthony Purnell **Richard Martin** Edward Hill John Davis Thomas Shockley Michael Delano Rev. James Seymour Pauline Robertson Josephine Anderson Wendell White Steven Cress Odetta C. Perdue Raymond Redden Hinson Finney Ira Hancock Robert Ward Elsie Bowen Faye Thornes Frederick Fletcher Rev. Thomas Wall Richard Bundick Carmen Shrouck Maude Love Reginald T. Hancock Elsie Briddell Juanita Merrill Raymond R. Jarvis, III Edward O. Thomas Theo Hauck Marie Doughty James Taylor K. Bennett Bozman Wilson Duncan Connie Quillin Lela Hopson Dorothy Holzworth Doris Jarvis Eugene Birckett Eric Rauch Oliver Waters, Sr. Floyd F. Bassett, Jr. Warner Wilson Mance McCall Louise Matthews Geraldine Thweat (92-98) Darryl Hagy (95-98) Richard Bunting (96-99) John E. Bloxom (98-00) Katie Briddell (87-90, 93-00) Thomas J. Wall, Sr. (95-01) Mike Pennington (98-01) Desire Becketts (98-01)

Naomi Washington (01-02) Lehman Tomlin, Jr. (01-02) Jeanne Lynch (00-02) Michael Reilly (00-03) Oliver Waters, Sr. (97-03) Charles Hinz (02-04) Prentiss Miles (94-06) Lakeshia Townsend (03-06) Betty May (02-06) Robert "BJ" Corbin (01-06) William Decoligny (03-06) Grace Smearman (99-07) Ann Almand (04-07) Norma Polk-Miles (06-08) Anthony Bowen (96-08) Jeanette Tressler (06-09) Rev. Ronnie White (08-10) Belle Redden (09-11) E. Nadine Miller (07-11) Mary Yenney (06-13) Dr. Nancy Dorman (07-13) Susan Canfora (11-13) Judy Boggs (02-14) Jeff Kelchner (06-15) Laura McDermott (11-15) Emma Klein (08-15) Wes McCabe (13-16) Nancy Howard (09-16) Judy Stinebiser (13-16) Arlette Bright (11-17)

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# SOLID WASTE ADVISORY COMMITTEE

| Reference:          | County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03  |
|---------------------|---|
| Appointed by:       | County Commissioners  |
| Function:           | Advisory<br>Review and comment on Solid Waste Management Plan, Recycling Plan,<br>plans for solid waste disposal sites/facilities, plans for closeout of landfills,<br>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<br>appointed by County Commissioners upon nomination from each of the<br>four incorporated towns.  |
| Staff Support:      | Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)<br>Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)<br>Department of Public Works - John Tustin - (410-632-5623)       |

### Current Members:

| Current Members:  |   | artada 21an Japan Bernarda ang kang ang kang ang kang bernarda Sabita (1996).            |   |
|---|---|--|---|
| Member's Name   | Nominated By  | Resides  | Years of Term(s)  |
| 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 H  | Hill   | *15, 15-19  |
| Bob Augustine   | D-3, Church   | Berlin   | 16-20   |
| Granville Jones   | D-7, Mitrecic   | Berlin   | *15-16, 16-20   |
| George Tasker   | Town of Pocome  | oke City   | *15-16, 16-20   |
| Wendell Purnell   | D-2, Purnell  | Berlin   | 97-09-13-17, 17-21  |
| Jamey Latchum   | Town of Berlin  |  | *17, 17-21  |
| Prior Members: (Since 1994)<br>Ron Cascio (94-96)<br>Roger Vacovsky, Jr. (94-96)<br>Lila Hackim (95-97)<br>Raymond Jackson (94-97)<br>William Turner (94-97)<br>Vernon "Corey" Davis, Jr. (<br>Robert Mangum (94-98)<br>Richard Rau (94-96) | Richard N<br>William I<br>Fred Joyr<br>Hugh Mc<br>Dale Prui<br>(96-98) Frederick<br>Eric Mull<br>Mayor To | Fadden (98-05)<br>tt (97-05)<br>: Stiehl (05-06)<br>lins (03-07)<br>om Cardinale (05-08) | John C. Dorman (07-10)<br>Robert Hawkins (94-11)<br>Victor Beard (97-11)<br>Mike Gibbons (09-14)<br>Hank Westfall (00-14)<br>Marion Butler, Sr. (00-14)<br>Robert Clarke (11-15)<br>Bob Donnelly (11-15)<br>Howard Sribnick (10-16) |
| Jim Doughty (96-99)<br>Jack Peacock (94-00)<br>Hale Harrison (94-00)  | Lester D.   | Breedlove (02-09)<br>Shockley (03-10)<br>hockley (01-10)                                 | Dave Wheaton (14-16)  |



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



OFFICE OF THE COUNTY COMMISSIONERS

# Morcester County

GOVERNMENT CENTER ONE WEST MARKET STREET • ROOM 1103

> SNOW HILL, MARYLAND 21863-1195

November 9, 2017

Honorable Richard W. Meehan Mayor & Council of Ocean City P. O. Box 158 Ocean City, MD 21842

RE: Nomination of Ocean City Representative on the Worcester County Solid Waste Advisory Committee

Dear Mayor Meehan:

Please be advised that the Worcester County Commissioners recently began to consider appointments to various County boards and commissions for which members' terms are scheduled to expire at the end of this year. Upon review of our records, we recently determined that Steve Brown, the Town of Ocean City's representative on the Worcester County Solid Waste Advisory Committee, is scheduled to expire on December 31, 2017. 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 receiving your nomination for this upcoming vacancy as soon as possible so that the Commissioners can make this appointment in November or December of this year.

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,

Moden & Bunty &

Madison J. Bunting, Jr. President

MJB/KS/fac cc: Kelly Shannahan, Assistant Chief Administrative Officer Board Book H:\CCBOARDS\OC Request for Solid Waste Board.wpd HAROLD L. HIGGINS, CPA CHIEF ADMINISTRATIVE OFFICER MAUREEN F.L. HOWARTH COUNTY ATTORNEY

Citizens and Government Working Together

# TOURISM ADVISORY COMMITTEE

| Reference:          | County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03   |  |  |  |
|---------------------|---|--|--|--|
| Appointed by:       | County Commissioners  |  |  |  |
| Function:           | Advisory<br>Advise the County Commissioners on tourism development needs and<br>recommend programs, policies and activities to meet needs, review<br>tourism promotional materials, judge tourism related contests, review<br>applications for State grant funds, review tourism development projects<br>and proposals, establish annual tourism goals and objectives, prepare<br>annual report of tourism projects and activities and evaluate achievement<br>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></u>  |                                      |          |
|---|---------------|--|--------------------------------------|----------|
| <u>Member's Name</u>  | Nominated By  | <u>Resides</u>   | <u>Years of Term(s)<sup>2</sup>)</u> | 1        |
| <u>Teresa Travatello</u>  | D-5, Boggs    | Ocean Pines  | 09-13, 13- <u>17</u> Ke              | signed   |
| Gregory Purnell   | D-2, Purnell  | Berlin   | 09-13, 13-17 Re.<br>14-18            | Realace  |
| Barbara Tull  | D-1, Lockfaw  | Pocomoke   | 03-11-15, 15-19                      | ind have |
| Molly Hilligoss   | D-4, Elder    | Snow Hill  | *15, 15-19                           |          |
| Isabel Morris   | D-6, Bunting  | Bishopville  | 11-15, 15-19                         |          |
| Elena Ake   | D-3, Church   | West Ocean City  | *16, 16-20                           |          |
| Lauren Taylor   | D-7, Mitrecic | Ocean City   | 13-17, 17-21                         |          |
| Prior Members: Since 1972<br>Isaac Patterson <sup>1</sup><br>Lenora Robbins <sup>1</sup><br>Kathy Fisher <sup>1</sup><br>Leroy A. Brittingham <sup>1</sup><br>George "Buzz" Gering <sup>1</sup><br>Nancy Pridgeon <sup>1</sup><br>Marty Batchelor <sup>1</sup><br>John Verrill <sup>1</sup><br>Thomas Hood <sup>1</sup><br>Ruth Reynolds (90-95)<br>William H. Buchanan (90-95)<br>Jan Quick (90-95)<br>John Verrill (90-95)<br>Larry Knudsen (95)<br>Carol Johnsen (99-03)<br>Jim Nooney (99-03) | ÷ .           | (99-03)<br>(99-04)<br>(99-05)<br>se (99-05)<br>m (05-06)<br>k (06-07)<br>o (04-08)<br>(05-09)<br>07-11)<br>99-03, 03-11)<br>ickerson (99-13)<br>. (99-14)<br>(11-15) |                                      |          |

\* = Appointed to fill an unexpired term
1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms



## WATER AND SEWER ADVISORY COUNCIL OCEAN PINES SERVICE AREA

| Reference:          | County Commissioners' Resolution of November 19, 1993   |  |  |
|---------------------|---|--|--|
| Appointed by:       | County Commissioners  |  |  |
| Function:           | Advisory<br>Advise Commissioners on water and sewer needs of the Service Area;<br>review amendments to Water and Sewer Plan; make recommendations on<br>policies and procedures; review and recommend charges and fees; review<br>annual budget for the service area. |  |  |
| Number/Term:        | 5/4-year terms<br>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<br>John Ross - (410-641-5251)  |  |  |

### Current Members:

|   |                         | AND A REAL PROPERTY OF A DESCRIPTION OF | and the second se |
|---|-------------------------|---|---|
| / | Name                    | <u>Resides</u>  | Years of Term(s)  |
|   | Michael Reilly          | Ocean Pines   | *14-17 the Signed Replace)  |
|   | James Spicknall         | Ocean Pines   | 07-10-14, 14-18   |
|   | Bob Poremski            | Ocean Pines   | *17-19  |
|   | Frederick Stiehl        | Ocean Pines   | *06-08-12-16, 16-20   |
|   | Gregory R. Sauter, P.E. | Ocean Pines   | 17-21   |
|   |                         |   |   |

## Prior Members: (Since 1993)

Andrew Bosco (93-95) Richard Brady (96-96, 03-04) Michael Robbins (93-99) Alfred Lotz (93-03) Ernest Armstrong (93-04) Jack Reed (93-06) Fred Henderson (04-06) E. A. "Bud" Rogner (96-07) David Walter (06-07) Darwin "Dart" Way, Jr. (99-08) Aris Spengos (04-14) Gail Blazer (07-17) Mike Hegarty (08-17)

\* = Appointed to fill an unexpired term

CALIFORNIA DE LA CALIFORNI

## **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<br>4 At-large members, nominations from women's organizations & citizens<br>4 Ex-Officio members, one each from the following departments: Social<br>Services, Health & Mental Hygiene, Board of Education, Public Safety<br>No member shall serve more than six consecutive years |
| Contact:            | Eloise Henry-Gordy, Chair<br>Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811   |

### Current Members:

| Member's Name  | Nominated By   | <u>Resides</u>  | Years of Term(s)  |  |  |
|--|--|-----------------|---|--|--|
| Alice Jean Ennis   | At-Large   | Pocomoke        | 14-17   |  |  |
| Eloise Henry-Gordy   | At-Large   | Snow Hill       | 08-11-14, 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  |  |  |
| Hope Carmean   | D-4, Elder   | Snow Hill       | *15-16, 16-19   |  |  |
| Mary E. (Liz) Mumford  | At-Large   | Ocean City      | *16, 16-19  |  |  |
| Julie Phillips   | Board of Education   | n               | 13-16, 16-19  |  |  |
| Shannon Chapman  | Dept of Social Ser   | vices           | *17-19  |  |  |
| Tamara White   | D-1, Lockfaw   | Pocomoke City   | 17-20   |  |  |
| Vanessa Alban  | D-5, Bertino   | Ocean Pines     | 17-20   |  |  |
| Kellly O'Keane   | Health Department  | t               | 17-20   |  |  |
| Cristi Graham  | Public Safety - Sheriff's Office   |                 | 17-20   |  |  |
| Prior Members: Since 1995  |  |                 |   |  |  |
| Ellen Pilchard <sup>e</sup> (95-97)<br>Helen Henson <sup>e</sup> (95-97)<br>Barbara Beaubien <sup>e</sup> (95-97)<br>Sandy Wilkinson <sup>e</sup> (95-97)<br>Helen Fisher <sup>e</sup> (95-98)<br>Bernard Bond <sup>e</sup> (95-98)<br>Jo Campbell <sup>e</sup> (95-98)<br>Karen Holck <sup>e</sup> (95-98)<br>Judy Boggs <sup>e</sup> (95-98)<br>Mary Elizabeth Fears <sup>e</sup> (95-98)<br>Pamela McCabe <sup>e</sup> (95-98)<br>Teresa Hammerbacher <sup>e</sup> (95-98)<br>Bonnie Platter (98-00)<br>Marie Velong <sup>e</sup> (95-99) | Carole P. Voss (98-00)<br>Martha Bennett (97-00)<br>Patricia Ilczuk-Lavanceau (98-99)<br>Lil Wilkinson (00-01)<br>Diana Purnell <sup>e</sup> (95-01)<br>Colleen McGuire (99-01)<br>Wendy Boggs McGill (00-02)<br>Lynne Boyd (98-01)<br>Barbara Trader <sup>e</sup> (95-02)<br>Heather Cook (01-02)<br>Vyoletus Ayres (98-03)<br>Terri Taylor (01-03)<br>Christine Selzer (03)<br>Linda C. Busick (00-03) |                 | Gloria Bassich (98-03)<br>Carolyn Porter (01-04)<br>Martha Pusey (97-03)<br>Teole Brittingham (97-04)<br>Catherine W. Stevens (02-04)<br>Hattie Beckwith (00-04)<br>Mary Ann Bennett (98-04)<br>Rita Vaeth (03-04)<br>Sharyn O'Hare (97-04)<br>Patricia Layman (04-05)<br>Mary M. Walker (03-05)<br>Norma Polk Miles (03-05)<br>Roseann Bridgman (03-06)<br>Sharon Landis (03-06) |  |  |



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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) Mary Beth Quillen (13-16) Debbie Farlow (13-17) Corporal Lisa Maurer (13-17) Laura McDermott (11-16) Charlotte Cathell (09-17)