

AGENDA
WORCESTER COUNTY COMMISSIONERS

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

July 16, 2024

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding a personnel update, requests to hire Landfill Operator I, Special Events and Marketing Manager, and Correctional Officer Trainees, requests to promote to Environmental Planner I and Deputy Director of Recreation and Parks, and other personnel matters, receiving legal advice, and performing administrative functions)	
10:00 - Call to Order, Prayer, Pledge of Allegiance	
10:01 - Report on Closed Session; Review and Approval of Minutes from July 2, 2024	
10:02 - Proclamations (1)	1
10:05 - Consent Agenda (Letter of Support for American Legion Post 231 Grant Application, Out of State Travel Request, FY25 Maryland Community Criminal Justice Program Contract, FY25 Community Partnership Agreement, Fire Training Door Donation, Household Hazardous Waste Day, Request to Reallocation Funding for Electric Upgrade, Request to Bid FY25 Pipe, Request to Purchase Toro Mower, Overflow Settlement Payment to MDE)	2-11
10:06 - Chief Administrative Officer: Administrative Matters (BOE Request to Transfer Funds to PES HVAC, Solar Discussion, Broadband 50/50 Grant, Request to Purchase Tractor Daycab, Flower Street Speed Change, Request to DHCD to Forgive Restaurant Grant, PTAAB Board Appointments, Board Appointments)	12-19
10:30 - Public Hearing – Bill 24-06 Reinvestment and Repair Special Revenue Fund	20
10:30 - Opportunity for Objection – Surplus Vehicles and Equipment	21
12:00 PM - Questions from the Press; County Commissioner's Remarks	

Lunch

1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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



Minutes of the County Commissioners of Worcester County, Maryland

July 2, 2024

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

Following a motion by Commissioner Abbott, seconded by Commissioner Fiori, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners’ Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton and Human Resources Deputy Director Pat Walls. Topics discussed and actions taken included the following: hiring Adam Elliott as a general laborer/maintenance worker I within the Water and Wastewater Division, Gerald Brooks as a building, housing, and zoning inspector I within Development Review and Permitting, and receiving other personnel updates; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Bunting, seconded by Commissioner Abbott, the commissioners unanimously voted to adjourn their closed session at 9:41 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend Eugene Nichols of Elsey United Methodist Church and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their June 18, 2024 meeting as presented.

The commissioners presented a proclamation to Recreation and Parks Director Kelly Rados and others recognizing July as Park and Recreation Month and July 19 at Park and Recreation Professionals Day in Worcester County. The commissioners commended Ms. Rados for the extensive programs offered at county parks and playgrounds, noting that 57,812 area residents took part in activities hosted by the recreation center from July 1, 2023 to June 30, 2024.

Upon a motion by Commissioner Abbott, the commissioners unanimously approved by consent agenda item numbers 2-5 and 7-9 as follows: a letter supporting the grant application from Beach to Bay Heritage Area to the Rural Maryland Council for a grant of \$18,400 to redevelop the self-guided Beach to Bay Indian Trail; accepting the proposal from Modern Controls, Inc. of \$229,280 for building automation system upgrades to various locations; awarding the contract for the Berlin Homeowners Convenience Center bulkhead repair, design, and technical services to EA Engineering for \$36,130; accepting the proposals for Health Department medical assistance transportation services to Taxi, Taxi, Life Star Response of Maryland, Essential Care, LLC, and Eastern Transport, LLC; accepting the contract from Centripetal for \$37,978.60 per year for additional cyber security software; a Utility Easement agreement between Ocean City Market Place, LLC (Grantor) and the County Commissioners (Grantees) for the installation of utility lines for a hotel expansion in West Ocean City; and local sponsor statement of No Objection to a proposed Atlantic Tackle dredging project.

Wicomico County Executive Julie Giordano and Salisbury (SBY) Airport Director Anthony Rudy met with the commissioners to discuss their efforts to secure pledges and letters of support from private and public partners along with a federal grant to recruit a low-cost air carrier to the Salisbury Airport to provide direct service to and from Florida, the most popular destination among those living in the airport's catchment area, which includes Worcester County. Currently, area residents must drive two or more hours to access flights to Florida, so offering this service locally would meet a community need and make the airport more competitive. Mr. Rudy advised that SBY Airport is applying for an \$800,000 Small Community Air Service Development Program Grant through the U.S. Department of Transportation, and seeking pledges for \$200,000 matching funds. If awarded, the grant will serve as a minimum revenue guarantee to be negotiated with said airline. Match funds would be used to provide additional local assistance of up to \$100,000 a year, make space available in the terminal building and waive landing fees for the first two years to help the airline become firmly established.

In response to a question by Commissioner Bertino, Mr. Rudy advised that they have secured eight private pledges totaling \$60,000 to date. He confirmed that an airline has committed to sending a letter of support for the grant, but has not yet committed to contracting with the airport. If the grant is approved, grant funds would be awarded in October 2024, and the airline would likely begin operating new Airbus 220 jets in early 2025. Commissioner Mitrecic stated that direct flights to and from Florida would be a huge benefit to area residents. In response to questions by Commissioner Mitrecic, Mr. Rudy stated that they will meet with the Wicomico County Council tonight to request a pledge of \$50,000. He explained that multiple airports are competing for the same service, and airlines are often looking for the best support available from a community when determining whether to agree to operate out of an airport.

In response to questions by Commissioner Elder, Mr. Rudy confirmed that pledges would be returned proportionally if all of the match funds are not expended. Commissioner Fiori clarified that the grant is to assure the airline does not lose money in its first years of operation, which would give the airport a competitive edge. In response to comments by Commissioner Abbott, Tourism and Economic Development Director Melanie Pursel confirmed that airfare to and from Florida would benefit Wallops Flight Facility, Hardwire, and other businesses that

depend on contractors. It would be a recruitment tool for private sector business expansion and for attracting meeting and convention business in Ocean City. In response to concerns raised by Commissioner Bunting, Ocean City Chamber of Commerce Director Amy Thompson stated that an airline would have to spend hundreds of thousands of dollars up front to get up and running, so the grant would help that entity be viable. She stated that the chamber has solicited \$25,000 in pledges from private sponsors. In response to additional questions by Commissioner Elder, Ms. Thompson stated that the chamber will solicit a pledge from the Town of Ocean City next Tuesday.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to pledge funds up to \$50,000 to equal the match to be provided by Wicomico County.

Pursuant to the request of Procurement Officer Nicholas Rice and upon a motion by Commissioner Abbott, the commissioners unanimously accepted the contract from Daktronics, Inc. for \$43,855 for the purchase and installation of a new scoreboard at the Northern Worcester Athletic Complex in Berlin.

Public Works Director Dallas Baker met with the commissioners to request authorization to implement a Snipe Sign Removal Pilot Program to assist the State in removing off-premises signs that are tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects from within State Highway Administration (SHA) right-of-ways (ROW). In response to questions by Commissioner Bertino, Mr. Baker discussed options for issuing fines to those responsible for posting the signs. Commissioner Bunting suggested the pilot program be expanded to include County roads.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the proposed pilot program and directed staff to develop a pilot program for County roads for their consideration at a future meeting.

The commissioners conducted a public hearing on Bill 24-05 (Natural Resources – Critical Area Law), which was introduced by Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell on May 21, 2024. Environmental Programs Director Bob Mitchell reviewed the bill, which combines the Chesapeake and Atlantic Coastal Bays Codes into one, single Code and incorporates changes in State law. Natural Resources Administrator Brian Soper reviewed the updates to growth allocation, habitat protection areas, water dependent facilities, and adding enabling language to section 2.

Commissioner Bertino opened the floor to receive public comment.

There being no public comment, Commissioner Bertino closed the floor.

Upon a motion by Commissioner Fiori, the commissioners unanimously adopted Bill 24-05.

Recreation and Parks Director Kelly Rados provided an update on plans for the 2024 Worcester County Fair, which will take place August 9-11, 2024. The fair will cap off Agriculture Week in Worcester County, which runs August 3-11.

Upon a motion by Commissioner Mitrecic, the commissioners voted 6-0-1, with Commissioner Fiori abstaining, to allow the sale of alcohol at the fair on August 9 and 10.

Pursuant to the request of Library Director Jennifer Ranck and upon a motion by Commissioner Elder, the commissioners unanimously approved a lease to temporarily secure space in the renovated firehouse at 5th Street in Pocomoke. This will allow the Pocomoke Branch Library to continue operating throughout the demolition and construction of a new library facility.

In a related matter and upon a motion by Commissioner Elder, the commissioners unanimously approved acceptance of a \$63,276 grant from the Maryland State Library for the Berlin Branch Library that had never been processed for to cover those costs and further approved utilizing a portion of those funds to cover the cost of a proposal from Gipe Associates, Inc. for \$23,625 for design services of the IT and AV systems for the new Pocomoke Branch Library.

Pursuant to the request of Fire Marshal Matt Owens and upon a motion by Commissioner Elder, the commissioners unanimously adopted Resolution No. 24-12 naming a private lane off of South Point Road in Berlin as Autumn Grove Lane.

In a related matter, Commissioner Mitrecic advised that Osprey Lane residents have been told to relocate their wells for a road-widening project. Public Works Director Dallas Baker advised that this is a private lane, so the County would not be involved in plans to widen it. However, he agreed to investigate the matter and advise the commissioners of his findings.

In response to a request from Commission on Aging (COA) Director John Dorough and upon a motion by Commissioner Abbott, the commissioners unanimously approved an over expenditure of \$5,000 to cover the cost of excessively high water bills for the COA facility in Pocomoke, which resulted from a watermain break under the building that went undetected until April 2024.

The commissioners met with County Attorney Roscoe Leslie to discuss a request from property owners who reside at 2605 Pine Ridge Court to purchase 0.13-acre of County-owned property to their north on Groton Road at the fair market value of \$2,000. At the request of Commissioner Fiori, Public Works Director Dallas Baker advised that a 10-foot buffer from the County fence to the new property line would be sufficient to allow for mowing and maintenance of the fence; therefore, staff has no concerns with this request. In response to a question by Commissioner Bertino, Mr. Baker advised that this request was prompted when the property owners discovered that a shed they had installed was found to be on County property. Commissioner Abbott stated that at the time of purchase the property owners were advised that this area was part of their property, and they installed a shed and constructed raised beds on that section of property. Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners granted conceptual approval to begin the process required by the Code to transfer this land from County to personal property.

With regard to concerns raised earlier in the meeting by Commissioner Mitrecic, Mr. Baker confirmed that the Roads Division did not issue letters to Osprey Lane residents advising of a road expansion project that could require them to relocate their private wells. Commissioner Mitrecic advised that he will obtain a copy of the letter for staff to further investigate.

DRAFT

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Mitrecic, the commissioners unanimously agreed to reappoint Bill Paul to the Building Code of Appeals Board.

The commissioners answered questions from the press, after which they adjourned to meet again on July 16, 2024.

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



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND
21863-1195

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

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

PROCLAMATION

WHEREAS, August 3-11, 2024 is the inaugural Agriculture Week in Worcester County, a week dedicated to celebrating the fruits of the farming community on our region. From poultry, dairy, and honey, to corn, soybeans, and other fresh produce grown in the fields, to working horse ranches, aquaculture businesses, and vineyards producing local wines, vibrant agricultural zones are active in six of the county’s seven legislative districts; and

WHEREAS, beginning with the Blessing of the Combines on August 3 and culminating with the Great Pocomoke Fair, August 8-11, and Worcester County Fair, August 9-11, farm life is set to take center stage. From crab races to combines, beekeeping to peach pie eating contests, and ice cream making tours to heirloom tomato tastings, the vital role that agriculture plays in our communities will be on display, with activities for all ages to see and experience.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim August 3-11, 2024 as **Agriculture Week in Worcester County** and invite residents and visitors alike to celebrate farm life. Learn more about the lineup of farming events taking place that week at <https://visitmarylandscoast.org/>.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of July, in the Year of Our Lord Two Thousand and Twenty-Four.

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell





Worcester County Administration
 One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Local Media
 FROM: Worcester County Commissioners
 DATE: July 1, 2024
 FOR RELEASE: Immediately
 TOPIC: Celebrate Agriculture Week on Maryland's Coast August 3-11
 CONTACT: Kim Moses, public information officer, (410) 632-1194; or Brianna Dix, advertising and destination marketing specialist, at (410) 632-3112 x2123

Combines, Crab Races, and Countywide Fairs Take Center Stage for Agriculture Week on Maryland's Coast

Celebrate farm life with Agriculture Week on Maryland's Coast – Worcester County from August 3-11.

“From combines to crab races to countywide fairs, farm life will take center stage for this weeklong celebration,” said Melanie Pursel, director of Worcester County Tourism and Economic Development (WCTED). “We invite everyone to come out and discover the people, places, and festivals that make up the heartbeat of our vibrant, rural Worcester County farming community.”

August 3 two events will kick off Agriculture Week. The 24th annual *Blessing of the Combines* begins at 11 a.m. in Snow Hill. The grounds will rumble, as fleets of 13-ton combines and farm equipment roll into town. Celebrating local agriculture and honoring farm families, this event is packed with family fun, including a petting barnyard, live music, pedal tractor pull, hayrides, food, and beverages. View the schedule at www.blessingofthecombindes.org.

That same day from 10 a.m. to 3 p.m. the scent of peaches will be in the air for the *annual Peach Festival* on the Taylor House Museum lawn in Berlin. Enjoy live music and kids' activities. Peach pies, peach slushies, and more will be available to purchase. Learn more about this sweet event at www.taylorhousemuseum.org.

August 4 two events will take place. Experience beekeeping at *BayBees Honey*, at 11244 Hall Road in Whaleyville. Learn why everyone should be a beekeeper and how to make honey products. The cost is on special for \$35 per person. RSVP at <https://tinyurl.com/BayBeesHoney>. Available spots are first come, first served.

Then from 2-4 p.m., take a behind-the-scenes tour of ice cream making operations at Worcester County's last working dairy farm, *Chesapeake Bay Farms*, at 4111 Whitesburg Road in Pocomoke. All participants will receive a free waffle cone upgrade with any ice cream purchase.

August 5 two events will take place. From 3-5 p.m., cheer the fastest decapod to victory during the crab races, learn about scallops and bivalves, and paddle out on the bay at *Baywater*

Landing, at 3908 Bayside Road in Snow Hill. Visitors will learn about the seafood industry and this aquaculture business.

Then at 6 p.m. children ages 8-12, can dive into STEAM (science, technology, engineering, arts, and mathematics) at *Peach Oak Farm*, at 10839 St. Martin's Road in Berlin. Participants will explore the process of the four chambered stomach. Space is limited. RSVP at 443-397-2113.

August 6, from 2-4 p.m. see a Japanese kokedama making demonstration and shop the pottery studio at *Libelle Homestead*, at 8152 Libertytown Road in Berlin. Parking is limited to 20 vehicles. Wear comfortable shoes. Heels are not permitted in the greenhouse.

August 7 from 2-6 p.m. view life on a working horse farm at *Rusted Star Ranch*, at 8616 Cedar Lane Road in Berlin. There will be an open house and free kids' activities. Children must wear closed-toed shoes for pony rides in the arena.

August 8 two events will take place. From 3-6 p.m. take part in a fiber processing workshop at *Marshall Creek Farm*, at 9048 Marshall Creek Road in Newark. Signature cocktails and light refreshments will be provided. The cost per person is \$55. Sign up at <https://tinyurl.com/Fiber-Processing-Workshop>.

Then at 6:30 p.m. indulge in Practice Where You Peach yoga at *Bennett Orchards*, at 31442 Peachtree Lane in Frankford, DE. Afterward enjoy complimentary gather alfajores and pick-your-own ¼ peck bag of peaches. Space is available for 75 individuals. The cost is \$45 per person. Tickets are available at <https://tinyurl.com/Bennett-Orchards>.

August 9 from 11 a.m. to 1 p.m. savor fresh, delicious tomatoes and learn about the harvesting process at *Cross Farm*, at 9933 Pitts Road in Berlin. An heirloom tomato tasting event will be hosted by The Blacksmith Restaurant.

The grand finale of Agriculture Week includes not one, but two fairs. August 8-11 visit the *Great Pocomoke Fair*, at 2037 Broad Street in Pocomoke. Witness Bullride Mania Rodeo Company cowboys tame their steeds. Then take in carnival rides, games, live entertainment, and more at this iconic country fair.

August 9-11, take in the *Worcester County Fair*, at John Walter Smith Park at 6022 Public Landing Road in Snow Hill. This fair celebrates the fruits of harvest, handiwork of local artisans, and the prowess of farmers, young and old alike, who raise crops and blue-ribbon quality livestock.

Both fairs will include live entertainment, kids' activities, farm animals, and farm-fresh food and beverages. View the schedule of events at www.thegreatpocomokefair.org or www.worcestercountyfair.org.

Agriculture Week in Worcester County – hosted by WCTED in partnership with the Worcester County Department of Recreation and Parks – is also a great time to explore the local farmers markets.

“Shopping at area farmers markets is a great way to eat healthy and support local farm families,” WCTED Advertising and Destination Marketing Specialist Brianna Dix said. “Discover fresh farm-to-table foods and crafts from local artisans at the farmers markets that operate in each of the seven districts within Maryland’s Coast.”

Farmers markets schedules are as follows: Saturdays from 8 a.m. to 1 p.m. the Ocean Pines Farmers and Artisans Market takes place at White Horse Park. Sundays from 9 a.m. to 1 p.m. the Berlin Farmers Market takes place on Pitts, Commerce, and Main Streets. Thursdays from 12-5 p.m. the Snow Hill Farmers Market takes place at the Green Street Parking Lot. Fridays beginning at 7 a.m., the Pocomoke Farmers Market takes place at 3 Market Street.

ITEM 1

Tuesdays, Thursdays, Saturdays, and Sundays from 8 a.m. to 12 p.m. the Ocean City Farmers Market takes place at Gold Coast Mall.

Learn more about Agriculture Week activities at www.visitmarylandscoast.org or visit the individual Facebook event pages. For additional information, contact Dix at bdix@co.worcester.md.us or 410-632-3112 x2123.

MARYLAND'S COAST

Agriculture Week

JOIN US FOR FUN-FILLED EXPERIENCES ACROSS WORCESTER COUNTY, MARYLAND! EXPLORE LOCAL FARMS AND AGRICULTURE BUSINESSES, AND DISCOVER THE HEART OF OUR VIBRANT FARMING COMMUNITY. EVERYONE'S WELCOME! LEARN MORE AT WWW.VISITMARYLANDSCOAST.ORG OR ON FACEBOOK EVENT PAGES.

August 3 (Saturday)

Blessing of the Combines. Snow Hill 10am - 3pm
Visit the University of MD Extension's Open House for displays and activities.

Peach Festival. 208 N Main Street, Berlin 10am - 3pm

August 4 (Sunday)

Bay Bees Honey. 11244 Hall Road, Whaleyville 2:30-4:30pm
8 people maximum. RSVP in advance - beekeeping experience. \$35pp

Chesapeake Bay Farms. 41111 Whitesburg Road, Pocomoke 2-4pm
Behind-the-scenes tour & free waffle cone upgrade w/ ice cream purchase.

August 5 (Monday)

Baywater Landing. 3908 Bayside Road, Snow Hill 3-5pm
Scallop/bivalve lesson, paddle on the bay, & cheer during a crab race.

Peach Oak Farm 10839 St. Martins Rd, Berlin 6pm
Hands on ruminants for kids - STEAM program for ages 8-12. Call to RSVP 443-397-2113.

August 6 (Tuesday)

Libelle Homestead. 8152 Libertytown Road, Berlin 2-4pm
20 vehicles maximum. Japanese kokedama demonstration.

August 7 (Wednesday)

Rusted Star Ranch 8616 Cedar Lane Road, Berlin 4-7pm
Open house with kids' activities related to life on a horse farm.

August 8 (Thursday)

Marshall Creek Farm 9048 Marshall Creek Road, Newark 3-6pm
Fiber processing workshop and signature cocktails. \$55pp.

Bennett Orchards. 31442 Peachtree Ln, Frankford, DE 19945 6:30pm
Yoga & sound bath, gather alfajores, and pick-your-own. \$45pp.

August 9 (Friday)

Cross Farm 9933 Pitts Road, Berlin 11am - 1pm
Heirloom tomato taste testing with **The Blacksmith Restaurant** and farm tour.



Support Local!

Saturdays 8am - 1pm	Ocean Pines Farmers & Artisans Market - White Horse Park
Sundays 9am - 1pm	Berlin Farmers Market* Pitts, Commerce and Main St.
Thursdays 12pm - 5pm	Snow Hill Farmers Market Green St. Parking Lot
Fridays Starts at 7am	Pocomoke Farmers Market 3 Market Street
Tuesdays, Thursdays, Saturdays & Sundays 8am - 12pm	Ocean City Farmers Market* Gold Coast Mall

*producer market only



See you at the Fairs!

Great Pocomoke Fair
thegreatpocomokefair.org
August 8-11
2037 Broad Street, Pocomoke City

Worcester County Fair
worcestercountyfair.org
August 9-11
6022 Public Landing Rd
Snow Hill



Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Worcester County Commissioners
FROM: Public Information Officer Kim Moses
DATE: July 5, 2024
RE: Letter of support for Duncan-Showell American Legion Post 231

The Duncan-Showell American Legion Post 231 is requesting a letter of support from the Worcester County Commissioners to include with an application being submitted to the Maryland Historical Trust for an African American Heritage Preservation Program (AAHPP) grant of \$242,000. If awarded, funds will be used to fully restore the two structures on the property to include critical repairs to the kitchen, bathroom, and drainage.

The draft letter supporting the grant request is attached for Commissioner President Bertino to sign.



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

July 16, 2024

Taylor Means
Research & Preservation Specialist Lead
Maryland Commission on African American History and Culture
c/o Maryland Historic Trust
100 Community Place
Crownsville, MD. 21032

Dear Ms. Means:

On behalf of the Worcester County Commissioners, I would like to express our support for an application being submitted by the Duncan-Showell Post 231 of the American Legion in Berlin, Maryland for an African American Heritage Preservation Program (AAHPP) grant of \$242,000. The Legion has been a valued member of Worcester County since its inception in 1961, contributing to many local events of particular importance to our entire county. For example, each year they partner with the Berlin Community Improvement Association to host the iconic Berlin Memorial Day Parade on Flower Street to honor veterans and connect the community. They have also hosted numerous events at the Legion to support the community. Unfortunately, due to the building's poor repair, they are unable at this time to serve as a venue. The Legion plans to use grant funds for phase II planning to fully restore this historically significant site.

The legacy of this site did not begin with the Legion. Rather, it began in late 1860, with the construction of one of the first five African American Schools in Worcester County. That school, rolled to its existing place on logs, served the African American students of Berlin from inception until being sold to the Odd Fellows in the early 20th century. It then served two Masonic Lodges until it was sold for use as an American Legion in 1961. The two structures on the property, the school and the meeting space that adjoins it, are an important part of our local history and an irreplaceable part of Maryland's African American Heritage. As the Legion begins to plan for a complete restoration of these structures, grant funds will be needed to undertake critical repairs to the existing bathroom, kitchen, and drainage. Thank you for your consideration of this grant request.

Sincerely,

Anthony W. Bertino, Jr.
President



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer

FROM: Matt Owens, Fire Marshal, Director of Emergency Services

DATE: July 2, 2024

RE: Out-of-State Travel for Training

Emergency Management Specialist Maurice VanDemark II has been accepted to attend SERTC Training, Alternative Fuels and Flammable Incident Response and Management (AFFIRM) in Pueblo, Colorado. The dates of the training are October 13-19, 2024.

AFFIRM provides participants with a well-rounded knowledge of emergency response to all classes of flammable commodities and alternative fuels including battery electric vehicles, class 3 flammable liquids, and class 2 flammable gases.

The training is at no cost to the County. All costs, including the course, airfare transportation, lodging and food is covered by the federal government.

I therefore respectfully request out of state travel for Emergency Management Specialist Maurice VanDemark II to attend this training in October of 2024. I would welcome the opportunity to discuss this training further with you or the Commissioners.

Thanks

Matt

TO: Weston Young/Candace Savage
 FROM: Matthew Owens
 DATE: July 11, 2024
 RE: Out of State Travel Request

Out of State Travel Request

Emergency Services Department	1 # of Attendees	N/A GL Account Code
Pueblo, Colorado Destination	10/13/2024 Depart	10/19/2024 Return

Purpose of Travel:

SERTC Training - well rounded knowledge of emergency response to all classes of flammable commodities and alternative fuels including battery electric vehicles, class 3 flammable liquids and class 2 flammable gases.

Estimated Costs: Airfare	Federal Govt.
Lodging	Federal Govt.
Meals	Federal Govt.
Registration Fees	Federal Govt.
Car Rental	Federal Govt.
Other Transportation	Federal Govt.
Other	
Total	\$0



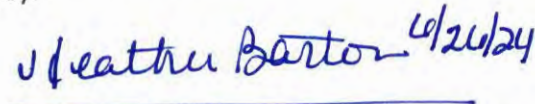
MEMO


To: Timothy Mulligan, Warden
From: Mike Trader, LCSW-C, Director
Date: May 13, 2024
Re: FY25-MH028MSP-F816N/Human Service Agreement/ Maryland Community Criminal Justice Treatment Program (M.C.C.J.T.P.)

The Services Agreement, Compensation, Scope of Service, Statement of Work/Condition of Award, and MDH 432 A-H Budget Packet for the FY2025 Human Service Agreement for the Maryland Community Criminal Justice Treatment Program (M.C.C.J.T.P.) agreement between the Worcester County Jail and the Worcester County Local Behavioral Health Authority has been reviewed by:

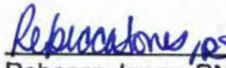

 Michael Trader, II, LCSW-C
 Interim Director, Worcester County Local Behavioral Health Authority

5/13/24
 Date


 Heather Barton 6/26/24


 Timothy Mulligan
 Warden, Worcester County Jail

6/20/24
 Date


 Rebecca Jones, RN, BSN, MSN
 Health Officer, Worcester County Health Department

6/26/24
 Date

 Anthony Bertino, Jr. Date
 President, Worcester County Commissioner

PCA/Grant #: F816N-MH028MSP

Please sign and date where indicated in **BLUE** ink.

Attached is one copy of the documents.

Please review, sign, and return original to the LBHA by **Friday, June 21, 2024**. A signed electronic copy of all documents will be provided to the sub-vendor once all signatures are received.

NOTE*:The **MDH 432 A-H** is the current budget packet utilized by the LBHA

Worcester County Local Behavioral Health Authority
Agreement For
Maryland Community Criminal Justice Treatment
Program Services

THIS AGREEMENT is made this 6th day of May, 2024 by and between Worcester County Local Behavioral Health Authority, a public authority of the State of Maryland, hereinafter called the LBHA, and County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail, hereinafter called the Grantee, located at 5022 Joyner Road, Snow Hill, MD 21863, for the purpose of providing services under the Maryland Community Criminal Justice Treatment Program. THIS IS A COST REIMBURSEMENT CONTRACT.

1 GENERAL CONDITIONS

The State of Maryland and/or Worcester County have imposed various general conditions upon this Agreement. These conditions are:

1.1 Reporting and Evaluation

The Grantee will maintain program statistical records and submit status reports as are required by the LBHA according to a schedule prescribed by and using the forms or formats provided by the LBHA and the State of Maryland.

The Grantee shall maintain program records and all pertinent information required by the LBHA and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services, may be conducted upon reasonable notice, or site at any reasonable time by State of Maryland personnel whose official duties require such review or meetings and such other persons as authorized by the LBHA.

1.2 Inspection of Premises

The Grantee agrees to permit authorized officials of the State of Maryland/LBHA to monitor/inspect, at reasonable times, its program and place of business, job site, or any other location, that is related to the performance of this Agreement.

1.3 Confidentiality

Neither Party shall use or disclose any confidential information which would identify a client of the services provided under this Agreement for any purpose not directly connected with administration of such services, except upon written consent of the other Party and the client or, if he be a minor, his responsible parent or guardian, unless the disclosure is required by court order, or for program monitoring by an authorized State of Maryland agency.

1.4 Laws to be Observed

The Grantee shall keep fully informed of and comply with all Federal, State, and County laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed to carry out this Agreement, or which in any way otherwise affect or are applicable to the service or performance of this Grant for Services Agreement.

1.5 Licensure Requirements

The Grantee shall acquire and maintain as current all licenses and certifications appropriate to and necessary for the provision of services under this Agreement for Services. Failure or inability to acquire and maintain current licenses and certifications shall render this Agreement for Services null and void.

1.6 Civil Rights, Americans with Disabilities Act, and Affirmative Action

The Grantee certifies that it will comply with the Civil Rights Act of 1964, Americans with Disabilities Act, section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, and Section 13-219 of the State Finance and Procurement article, Annotated Code of Maryland.

No individual shall on the ground of race, color, national origin, creed, sex, age, marital status, religion, ancestry, physical and/or mental disability shall be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination as part of the service or activities of the project provided by the Grantee. Nor shall such discrimination be practiced in the employment of personnel involved in such projects and/or services of the Grantee. The Grantee and all subcontractors shall post in conspicuous places, available to employees and applicants for employment or services, notices setting forth the provisions of this non-discrimination clause. The LBHA has established and will maintain "methods of administration" to assure that each program or activity for which it provides local financial assistance will be operated in accordance with the compliances. The Grantee agrees to cooperate fully with any efforts being made or monitored by the State of Maryland.

1.7 Prohibition of Sexual Harassment

The Grantee shall operate under this Agreement so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this Agreement. Further, the Grantee shall include this clause, or a similar clause approved by the LBHA, in all subcontracts.

The Grantee has primary responsibility for enforcement of these provisions and for securing and maintaining the subcontractor's full compliance with both the letter and spirit of this clause.

1.8 Drug Free Workplace

The Grantee certifies that it will provide a drug free workplace by implementing the provisions at 29 CFR 98.630. The Grantee also agrees to maintain a list of places where the performance of work in connection with this Grant will take place. This list shall be available for review by the LBHA.

1.9 Non-Hiring of State or County Employees

For the purposes of this Grant, the Grantee shall not engage, on a paid full time or part time or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employment of Worcester County or the State of Maryland, except regularly retired employees, without the written consent of the public employer of such person.

1.10 Payment/Request for Funds

The Grantee will be paid pursuant to the terms and conditions outlined in Attachment II allowable costs and services rendered under this Agreement. The Grantee must submit a completed request for payment form to the LBHA in the format and according to the schedule specified by the LBHA.

1.11 Documents and Records**1.11.1 Maintenance of Fiscal Records and Audits**

The Grantee shall maintain all fiscal records, audits, reports requested by the LBHA and all other documents relative to the performance of services under this contract. Separate accounting systems for Agreement funds will be established and maintained including disbursements, expenditures, and time sheets.

The Grantee shall adopt generally accepted accounting procedures and practices and maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs of any nature, expended in the performance of this Agreement. The Grantee and its subcontractors will make available such books, records, documents, and other evidence records for inspections, reviews or audits by the LBHA and/or State of Maryland at any reasonable time.

The Grantee shall collect statistical data of a fiscal nature on a regular basis and make fiscal, statistical reports and statements according to times prescribed by, and on forms furnished by the LBHA and/or State of Maryland. Failure to submit any report when due may result in suspension of funding until the report is received

1.11.2 Maintenance of Services Records

The Grantee shall maintain all records and documents pertaining to its services under this Agreement for a period of five years from the date of final payment by the LBHA. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five-year period, the records and documents shall be maintained by the Grantee until completion of action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

The LBHA may substitute copies made by microfilming, photocopying, or similar methods for the original records upon prior notification and approval.

1.11.3 Maintenance of records for non-expendable property

The Grantee shall maintain records for non-expendable property, purchased with Grant funds for a period of three years subsequent to the final disposition of this property. Similar terms with regard to maintenance of such records in the event of litigation, claim, negotiation, audit, or other action involving these records at the expiration of the three-year period as set forth in the above section shall be applicable to these records.

1.11.4 Access to Records

The Grantee shall permit duly authorized representatives of the State of Maryland and the LBHA, at any reasonable time, the right of access to any records or documents of the Grantee, its subcontractors, or assignees which are pertinent to the services to be provided by the Grantee under this Agreement in order to make audit, examination,

excerpts, and transcripts. The rights of access under this section shall not be limited to the required maintenance of records period set forth in the above section but shall last as long as the records and documents are maintained by the Grantee, its subcontractors, or assignees.

1.11.5 Rights to Data

The LBHA may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others do so, all data delivered under this Agreement except where such use may contravene Federal, State, or County guidelines on client confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the LBHA shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The Grantee hereby grants to the LBHA a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of and to authorize others so to do all data and materials now or hereafter covered by copyright; provided that with respect to data originated in the performance of this Agreement, such license shall be only to the extent that the Grantee has the right to grant such license without becoming liable to pay compensation to others because of such grant.

The Grantee shall exert all reasonable effort to advise the LBHA, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data compiled from work not composed or produced in the performance of this Agreement and not licensed under this clause.

The Grantee shall report to the LBHA, promptly and in written detail, each notice or claim of copyright infringement received by the Grantee with respect to all data delivered under this Agreement.

1.11.6 Publications

All published materials (written, visual, or audio) prepared in connection with this Agreement shall carry a footnote acknowledging assistance received under this grant, and that the claimed findings and conclusions do not necessarily reflect the views of the State of Maryland and/or the LBHA. In addition, a copy of all publications must be furnished to the State of Maryland and the LBHA.

1.11.7 Audit or Examination Discoveries

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered upon examination or audit of records and documents pertinent to the performance of services under this Agreement, the Grantee is responsible for such expenditures and for making any necessary reparations to the LBHA.

1.12 Unexpended Funds

Any request for carryover of unexpended funds should be submitted to the LBHA at least 30 days in advance of the termination date of the Agreement to allow for LBHA/State of Maryland approval and processing. The approval or disapproval of any carry over will be stated by the LBHA and/or State (where applicable) in writing.

Unexpended funds may be reallocated to another Grantee or deducted from the next fiscal year's award to the original Grantee.

1.13 Insurance

The Grantee will perform services with the degree of skill and judgment, which is normally exercised by recognized professionals with respect to services of a similar nature.

It is agreed that the Grantee shall be responsible for any loss, personal injury, deaths, and/or damages that may be done or suffered by any persons solely by reasons of the Grantee's service performance, negligence, or failure to perform any of the obligations which obligates him/her to perform. The Grantee hereby agrees to indemnify and save the State of Maryland harmless to the extent permitted by law from any loss, cost, damages and other expenses suffered or incurred by the State of Maryland solely by reason of the Grantee's negligence or failure to perform any of the said obligations. The Grantee shall take proper safety and health precautions to protect his work, his employees, the public and the property of others from any damages or injury resulting solely from the performance of his work described herein.

The Grantee has in force or shall obtain, and will maintain insurance in not less than the following amounts during the performance of the services called for in this Agreement:

Workmen's Compensation Insurance - covering the Grantee's employees as required by Maryland law.

Comprehensive Bodily Injury and Property Damage Liability Insurance – excluding automobiles owned or hired by the Grantee or loaned to the Grantee by the State of Maryland, with limits as follows:

Bodily Injury or Death:	\$250,000 each person \$500,000 each occurrence
Property Damage:	\$200,000 each person \$500,000 each occurrence
Professional Liability:	\$200,000 per claim/person \$500,000 each occurrence

1.14 Contracts/Grant Modifications

The LBHA must approve, in writing, requested changes by the Grantee in project content, including fiscal and program changes. The following Agreement modifications will require the approval of the LBHA and be documented as an Agreement Amendment:

- (1) An increase in the total amount of Grant Funds.
- (2) An increase in any single approved budget line item (if any) as set forth in Attachment – II, Compensation.
- (3) A change in the cost sharing ratio.
- (4) A change in the project period and project year dates.
- (5) A change in Grantee's project.

- (6) A major change in Scope of Services or service delivery (Attachment I).
 (7) A major change in the Conditions of Award/Statement of Work (Attachment III).

- 1.15** This Agreement shall be effective for the time period commencing on July 1, 2024 and ending on June 30, 2025 of the same fiscal year, unless otherwise agreed upon in writing. If funds are not appropriated or otherwise not made available to support continuation in any fiscal or calendar year the State of Maryland shall have the right to terminate this Grant and the Grantee is not entitled to recover any cost not incurred prior to termination.
- 1.16** **Equipment**
 All expenditures from these grant funds shall be allowable under and in accordance with the DHMH/MDH Human Services Agreement Manual. When the contractor discontinues providing services described in the Attachment – I, Scope of Services, all equipment purchased through this contract will be returned to the Worcester County Health Department Local Behavioral Health Authority.
- 1.17** **Termination of Grant**
 If the State of Maryland terminates this Grant for any of the aforementioned reasons, the State of Maryland will perform a final monitoring of the contract. Any money obligated under the Agreement (even if drawn down) but not needed to meet obligations incurred to the date of termination and in accordance with the approved budget, will be returned to the LBHA.
- 1.18** **Submission of Program Reports**
 The Grantee shall submit to the LBHA quarterly expenditure and programmatic reports and an accumulative program report for the twelve (12) month period (July 1, 2024 through June 30, 2025). Reports submitted by the Grantee to the LBHA shall be conducted in compliance with a generally accepted reporting standard and as described in Attachment I of this Agreement. Failure to comply with this requirement could result in non-payment, which could lead to the termination of the Grant or consideration of renewal.
- 1.19** **Submission of the Audit Report**
 The Grantee shall submit to the LBHA a completed report for Fiscal Year 2024 by January 31, 2025. The Grantee shall provide an annual certified financial audit report conducted by an independent accounting firm. Additionally, if the Grantee receives Federal Grant Funds, the Grantee must submit a compliance audit in accordance with the Single Audit Act of 1984, which is incorporated into this Agreement by reference. Failure to comply with these requirements shall result in termination of the Agreement.
- 1.20** **Sub-Letting of Agreement**
 It is mutually understood and agreed that Grantee shall not assign, transfer, convey, sublet or otherwise dispose of his Agreement or his right, title or interest therein, or his power to execute such Agreement, to any other person, firm, or corporation, without the previous written consent of the LBHA, but in no case shall such consent relieve the Grantee from his obligations, or change the terms of the Agreement.
- 2** **SPECIAL REQUIREMENTS**
 All requests for changes in MCCJTP programming shall be submitted in writing to the

Worcester County Local Behavioral Health Authority for approval prior to implementation.

This award is based on estimated levels of state funds. If actual allocations differ from current estimates, this award may be adjusted accordingly. Services funded with these Conditions cannot be billed under Maryland's Public Behavioral Health System.

Provide the Worcester County Local Behavioral Health Authority any corrective action plans that result from a program investigation, consumer complaint, or unmet contract deliverables within 15 days of notification to the program.

The Worcester County Local Behavioral Health Authority will provide technical assistance, quality assurance and fiscal oversight to ensure that the Grantee develops and monitors criteria for contract performance standards; procures services; develops budgets and monitors expenses; monitors service provision; repurposes unspent grant funds to ensure best utilization of funding; conducts reviews for continued need of services performed.

Any proposed "re-purposing" of grant funds shall be discussed with and approved by the Director of the Worcester County Local Behavioral Health Authority, along with Office of Crisis and Criminal Justice Services and other appropriate executive approvals required by the Behavioral Health Administration.

Failure to comply with these Conditions of Award may result in the following, until such time that areas of non-compliance are corrected, including but not limited to:

- Loss of award;
- future audit exceptions;
- dis-allowance of expenditures;
- award reductions, and/or;
- delay in payment of award funds.

Compliance with these Conditions of Award will be determined through conducting on-site visits using a BHA provided monitoring tool to assess compliance with the Conditions of Award. For identified areas of non-compliance, the LBHA/LAA shall:

- require a corrective action plan,
- monitor corrective action progress and,
- submit the completed monitoring report to the BHA within the specified timeframe.

3 **SCOPE OF SERVICES**

The Grantee agrees to perform the services outlined in Attachment - I, Scope of Services, which is attached hereto and made a part hereof. The Scope of Services may be amended by mutual agreement or to meet the Conditions of Award as established by the Behavioral Health Administration.

4 **COMPENSATION**

The value of this grant is defined in Attachment – II, Compensation, which is attached hereto and made a part hereof. Payment is contingent upon availability of funding.

5 **TERM**

The initial term of this Agreement shall be the time period beginning on July 1, 2024 and ending on June 30, 2025.

6 TERMINATION

This Agreement shall not be terminated during its term without the mutual consent of the parties except that:

6.1 Termination for Insufficient Funds

If the present source of funding should be reduced or terminated, this grant shall automatically terminate at the option of the State of Maryland with verbal and written notice. If the State of Maryland/LBHA terminates this grant, the Grantee is not entitled to recover any costs not incurred prior to termination.

6.2 Termination for Default

If the Grantee fails to fulfill his/her obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State of Maryland/LBHA may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts of omission relied on as cause for termination. The State of Maryland shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the Agreement of damages caused by Grantee's breach. If the damages are more than the compensation payable to the Grantee, the Grantee will remain liable after termination and the State of Maryland can affirmatively collect damages.

6.3 Termination for Convenience

The performance of work under this Agreement may be terminated by the State of Maryland with sixty (60) days written notice in accordance with this clause in whole, or from time-time in part, whenever the LBHA shall determine that such termination is in the best interest of the State of Maryland.

The State of Maryland will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of the termination and all reasonable costs associated with termination of the Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

6.4 Breach

In the event that either party breaches this Agreement resulting in damages to the other party, the principal remedy shall be the immediate termination of the Agreement, together with all other remedies set forth herein.

The waiver of either party of any breach of any provision of this Agreement of warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver or such right. All rights and remedies provided for herein are cumulative

7 INDEMNIFICATION

To the extent permitted by law, the Grantee, shall indemnify and hold harmless the State of Maryland, its agent, officials, and employees, from any liability, damage,

expense, cause of action, suits, claims, or judgments up to the amount of the Grantee's statutory limits of liability, as provided by law, arising from injury to persons, including death or personal injury or otherwise, which arises out of the acts, failures to act, to negligence of the Grantee, its agents and employees, in connection with or arising therefrom or incurred in connection therewith as it pertains to this Agreement, and if any judgment shall be rendered against the State of Maryland/LBHA in any such action, the Grantee shall at its own expense, satisfy and discharge same, up to the amount of the Grantee's statutory limits of liability, as provided by law.

8 INCLUSION OF ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to obligations and responsibilities to one another and contains all of the covenants and agreements between the parties.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

9 NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the LBHA and to Grantee at their respective places of business as designated from time to time by the parties.

10 LAW GOVERNING AGREEMENT

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

This contract is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreements Manual.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

FOR WORCESTER COUNTY HEALTH DEPARTMENT

WITNESS: Kathy A. Muller BY: Rebecca Jones 6/26/24
 (Signature) (DATE)

Rebecca L. Jones, R.N., B.S.N, M.S.N
 (Type Name)

Health Officer
 (Title)

FOR WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

WITNESS: Joseph S. ... BY: Michael Trader, II 5/12/24
 (Signature) (DATE)

Michael Trader, II, LCSW-C
 (Type Name)

Acting Director
 (Title)

FOR COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS: _____ BY: _____
 (Signature) (DATE)

Anthony Bertino, Jr
 (Type Name)

President
 (Title)

FOR WORCESTER COUNTY JAIL

WITNESS: Anthony M. ... BY: Timothy Mulligan 6/20/24
 (Signature) (DATE)

Timothy Mulligan
 (Type Name)

Warden
 (Title)

**WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY
ATTACHMENT – I
SCOPE OF SERVICES**

Provider: Worcester County Jail
 Monitor: Worcester County Local Behavioral Health Authority
 Contract Purpose: Maryland Community Criminal Justice Treatment Program
 Contracting Period: FY 2025

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
1. The WORCESTER COUNTY JAIL shall provide services to individuals in the criminal justice system diagnosed with a serious mental illness and are at risk for re-institutionalization. Included are those individuals who are in the Jail and are awaiting trial, incarcerated, or in need of reentry services. A serious mental illness (SMI) is defined as having a mental, behavioral, or emotional disorder that meets criteria in the DSM-V and that results in functional impairment that substantially interferes with or limits one or more major life activities. The WORCESTER COUNTY JAIL shall screen individuals in the jail not already in mental health treatment for mental health problems. Per Maryland's Public Behavioral Health System, an individual with an SMI is 18 years or older and meets the DSM V criteria for the following diagnostic codes: F20.89, F30.10, F32.9, F31.9, F31.0, F31.60, F39, F32.2, F32.3, F33.2, F22, F29, F21, F60.3	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2025		
2. The WORCESTER COUNTY JAIL shall screen justice involved individuals with mental health problems and assess justice involved individuals who screened positive for mental health problems for mental health treatment.	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2025		

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
3. The WORCESTER COUNTY JAIL shall identify individuals in the jail who have serious mental illness. For the sole purpose of jail-based mental health treatment, an individual charged as an adult who meets the criteria for a SMI, except for age, is eligible for treatment.	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2025		
4. The WORCESTER COUNTY JAIL shall assure the delivery of mental health and case management services to individuals in the jail diagnosed with a serious mental illness and are at risk for re-institutionalization.	Review quarterly reports Review client records	Quarterly Annually, not later than July 15, 2025		
5. The WORCESTER COUNTY JAIL shall employ or contract for the services of a licensed mental health professional for a minimum of 10 hours a week (520 hours per year).	Review documentation accompanying quarterly invoices	Quarterly		
6. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall explore using the Data Link system to aid in the identification of individuals connected with Maryland's Public Behavioral Health System.	Review personnel/ HR records	Annually, not later than July 15, 2025		
7. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide mental health screening for individuals not otherwise in treatment, using a screening instrument approved by the Local Behavioral Health Authority.	Review client records	Annually, not later than July 15, 2025		

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
8. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide individual or group therapy sessions when indicated, i.e. as an adjunct to existing mental health treatment or while an individual is waiting to access mental health treatment.	Review quarterly reports	Quarterly		
9. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide short-term crisis intervention.	Review quarterly reports	Quarterly		
10. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide referral, linkage, and coordination of community support services during incarceration and in preparation for release.	Review quarterly reports	Quarterly		
11. The WORCESTER COUNTY JAIL shall provide appropriate mental health services to a minimum of 80 inmates.	Review quarterly reports. Review client records	Quarterly Annually, not later than July 15, 2025		
12. The WORCESTER COUNTY JAIL shall submit quarterly reports to the LBHA, which will in turn submit to the Division of Special Populations, as required by BHA.	Review quarterly reports	Quarterly Reports Due: October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025		
13. The WORCESTER COUNTY JAIL shall ensure the education of Jail staff members, community mental health providers, and involved agencies to the needs of this population to include training in effective methods for working with identified individuals.	Review training curriculum Review attendee lists Review training evaluation forms	Annually, not later than July 15, 2025		

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
14. A representative from the WORCESTER COUNTY JAIL shall be an active participant on the local mental health advisory committee, which will meet a minimum of four times per year	Review the local mental health advisory committee meeting sign-in sheets and/or minutes. [The Local Behavioral Health Authority will maintain copies of the sign-in sheets and minutes.]	Annually, not later than July 15, 2025		
15. A representative employed by or contracted by the WORCESTER COUNTY JAIL shall participate in quarterly MCCJTP meetings as scheduled by the Behavioral Health Administration	Local Behavioral Health Authority to attend and invite provider representative as appropriate	Quarterly or as scheduled by BHA		
16. The WORCESTER COUNTY JAIL shall have a protocol for complaints filed by or on behalf of a consumer, in accordance with COMAR 10.21.17.16. The WORCESTER COUNTY JAIL is required to report to the LBHA any complaints received and their resolution on a periodic basis.	Review of Policies and Procedures. Examination of prominent display in accessible centralized location of the written description of the grievance procedure. Review of grievance reports filed with LBHA.	Annually, not later than July 15, 2025		
17. The WORCESTER COUNTY JAIL shall submit an annual report by July 15, 2025.	Review annual report	July 15, 2025		



 Agency Representative(s)

6/20/24


 Date

Ivonne Lomax
Ivonne Lomax | Jun 25, 2024 11:05 EDT

 LBHA Program Monitor

6/25/24
25/06/24 *IL*

 Date



 LBHA Director

5/23/24

 Date

Attachment – II
COMPENSATION

Amount of Grant. The value of this grant is not to exceed \$22,000 in total direct costs for the fiscal year, commencing July 1, 2024 and ending June 30, 2025. THIS IS A COST REIMBURSEMENT CONTRACT.

Payment Terms.

The grantee shall submit a request for reimbursement in the form of an invoice, accompanied by a DHMH/MDH 437 and a statement of budgeted and actual expenditures (DHMH/MDH 438), for each quarter of the fiscal year. The invoice shall be for actual allowable costs for goods or services rendered under the grant as defined in Attachment I – Scope of Services. The amount of the invoice may not exceed the actual costs to the grantee for the period covered by the invoice.

This invoice shall conform to State Standards and at minimum:

Every invoice should clearly show the name and address of the agency or agency being billed. The invoice must sufficiently describe the goods or services provided and for which reimbursement is sought, including the date that the goods or services were rendered and the date of invoice. Each invoice must contain the name, remittance address, and federal taxpayer identification number of the grantee or vendor providing the service.

With the statement of budgeted and actual expenditures submitted with each invoice, the grantee shall demonstrate expenditures in accordance with the submitted budget. The grantee shall demonstrate that all Maryland Community Criminal Justice Treatment Program grant monies are spent within the specified grant period.

Invoices for the first, second, and third quarters of the fiscal year may not be submitted until after the end of the quarter. An invoice for the fourth quarter must be submitted before the end of the fourth quarter. At the end of the fiscal year, the sum of the quarterly invoices may not exceed the value of the grant. In any quarter, if the actual costs exceed one-fourth of the total amount of the grant, the grantee may, but is not required to, submit an invoice for only one-fourth of the annual total.

If the initial monitoring visit requires the submission of a corrective action plan, payment will be withheld until the Local Behavioral Health Authority determines that the corrective action plan has been successfully completed.

Reduction or Withholding of Payment Due to Noncompliance or Failure to Provide Contracted Services:

The Local Behavioral Health Authority reserves the right to reduce and/or withhold payment of an invoice if the grantee has failed to comply in any material respect with Attachment I - Scope of Services. Compliance will be determined by the program monitor and will be documented in

the program monitoring report. The provider will be notified in writing, within ten days of receipt of the invoice, of the total amount withheld and the reason for the reduction and/or withholding of payment. If the provider is required to submit a corrective action plan (CAP), payment may be withheld until the LBHA has determined that the CAP has been successfully completed.

Payment is contingent upon availability of funding.

Initials TM

ST

RJ/RS

CONDITIONS OF AWARD

NAME OF AWARD RECIPIENT	Worcester County LBHA
BHA AWARD#	MH028MSP
F CODE	F816N
AWARD NAME	General Fund Grant Mental Health Services
NAME OF PROGRAM/SERVICE	Criminal Justice Services - Maryland Community Criminal Justice Treatment Program (M.C.C.J.T.P.)
FUNDING SOURCE: (Fed/State)	State General
State Fiscal Year, Period, To & from date	July 1, 2024 – June 30, 2025

SECTION I. - Conditions and Terms

This Section should include a narrative description of the Purpose for the Award, including Eligible and Ineligible use of funds, general reporting and compliance requirements for both state and federally-funded programs as applicable, and any state-legislated mandates/prohibitions as applicable.

1.	Program/Service Description	<p>Criminal Justice Services – Programs and initiatives offered through the BHA Office of Criminal Justice Behavioral Health Services, following the Behavioral Health Continuum of Care, provide funding to support programs and initiatives that support diversion from incarceration related to low-level substance use disorder offenses, administration for certain jail/detention center based treatment services, and program and services to support successful re-entry into the community following incarceration.</p>
2.	Eligible Use of Funds	<p>Programs/Initiatives contained in this "Criminal Justice Services" Condition of Award that are funded under the General Fund Grant Mental Health Services and the General Fund Grant Substance Use Services grants using State General funds and are subject to the limitations and approval requirements for those funds.</p> <p>Programs/Initiatives funded under this Condition of Award are subject to the provisions of the MDH Local Health Department Funding System Manual (LHDFSM), or the Human Service Agreements Manual (HSAM), whichever is applicable.</p> <p>Funds appropriated to support any Criminal Justice Services initiatives covered under this Condition of Award must have a specific Statement of Work that easily identifies line items in the approved 4542 or 432 budget and corresponding Budget Worksheet #3. This includes noting the Position(s), Services and/or miscellaneous line items being funded.</p> <p>Program/Initiative specific Performance Measures must be clearly outlined in the 4542 or 432 budget package and be able to correlate and support allocations for the provision of services.</p> <p>These funds may be used for:</p> <ul style="list-style-type: none"> • The provision of ambulatory or substance-related disorder treatment is limited to those individuals in carceral settings and are not eligible for services through the Public Behavioral Health System, such as: <ul style="list-style-type: none"> ○ Outpatient ASAM Level 1.0; ○ Opioid Treatment Program ASAM Level 1.0; ○ Intensive Outpatient Program ASAM Level 2.1; ○ Partial Hospitalization Program ASAM Level 2.5;

		<ul style="list-style-type: none"> ○ Ambulatory Withdrawal Management); or ○ Residential substance-related disorder treatment services (i.e. ASAM Levels 3.1, 3.3, 3.5, 3.7, and 3.7WM) ● Evidence-based treatments, practices and interventions for OUD; ● FDA-approved MAT (methadone and buprenorphine products); ● Services related to diversion, reentry and mental health services <p>All vendors and sub-vendors rendering services under this award shall comply with all applicable federal, state and local ordinances, laws, regulations, Medicaid or Departmental transmittals, guidelines, orders, Administrative Service Organization (ASO) Provider Alerts, and Provider Manual instructions governing this program including any and all program or service descriptions, specific staffing requirements, and associated staff credentials as they relate to Public Behavioral Health System or Medicaid services in general and to the programs and services funded under this award in particular.</p>
<p>3.</p>	<p>Ineligible Use of Funds</p>	<p>Funds shall not be used to support, in whole or part, services that are otherwise reimbursable with state or federal funds through the Fee-for-Service (FFS) Public Behavioral Health System (PBHS) or Maryland Medicaid. Any vendor or sub-vendor shall actively seek reimbursement for such services from the PBHS, Maryland Medicaid, or other state and local funding authorities, as applicable, and may not duplicate or supplant existing funded services with grant funds from this award.</p> <p>Funds <u>shall not</u> be used for any of the following purposes:</p> <ul style="list-style-type: none"> ● Funding staff to conduct §8-505 assessments. ● Vehicle purchase. ● New Construction. or ● Capital improvements. <p>Any funds used to “supplement” existing projects, must be clearly identified and reflected in the Statement of Work as a “supplement” to existing budgets and provide sufficient detail to outline the total award for the initiative.</p>
<p>4.</p>	<p>Reporting Requirements</p>	<p>Grantees are required to complete and submit quarterly reports to the Office of Criminal Justice Behavioral Health Services. Data is collected on a form provided by the BHA. Actual reports must be submitted in an excel format unless otherwise instructed by BHA.</p> <p>Submit quarterly reports to the Coordinator of Criminal Justice Services at the Office of Criminal Justice Behavioral Health Services via email.</p> <p>Reports are due as follows: 1st Quarter - July 1 – September 30 is due October 30; 2nd Quarter - October 1 – December 30 is due January 30; 3rd Quarter - January 1 - March 31 is due April 30; 4th Quarter - April 1 – June 30 is due July 30</p> <p>Any barriers and obstacles experienced related to the inability to provide in-person services must be reported to BHA in the Narrative section of each quarterly report.</p> <p>The BHA intends to host quarterly programmatic meetings to discuss the Drug Court program. The LBHA should make staff available to participate in these discussions.</p>

SECTION II. – DEFINITIONS

Use this Section to ADD definitions for any Program/Service Terms that are specific to the program office that will monitor the Award. Items a. – f. are standard Terms only.

- a. **Award Letter** - the letter from BHA to the principal Award Recipient specifying the value and tenure of the grant that has been awarded.
- b. **Award Recipient(s)** - An entity or jurisdiction to which an award has been made by BHA and has assumed responsibility for the overall administration and management of the awarded funds.
- c. **Award Period** - the period of the Award as set forth in the Award Letter.
- d. **BHA** – Behavioral Health Administration
- e. **Report** – A written record submitted to BHA, in the form and manner prescribed, in which the Award Recipient reports on the activities undertaken during a specified timeframe (i.e., monthly, quarterly etc.).
- f. **Statement of Work (SOW)** - A SOW is a formal document that provides directions and details to the vendor or contractor about how the work should be performed, under what conditions, timeframes for accomplishment, frequency, and outcomes/outputs. (Unless otherwise noted, BHA-required SOWs shall generally be Performance-Based in nature.)
- g. **8-505 Evaluation** – Maryland Code Health General, Title 8, Subtitle 5, Section 8—505, A court ordered evaluation of a defendant to determine whether, by reason of drug or alcohol abuse, the defendant is in need of and may benefit from Substance Use Disorder treatment.
- h. **ASAM Levels of Care** - A national set of criteria for providing outcome- oriented and results-based care in the treatment of adolescents and adults with addiction disorders. Detailed information regarding the ASAM Levels of Care can be accessed at www.asam.org.
- i. **ASAM Level 1:** Intensive Outpatient Services for adolescents and adults, this level of care typically consists of less than 9 hours of service a week or less than 6 hours for adults and adolescents respectively to treat multidimensional instability.
- j. **ASAM Level 2.1:** Intensive Outpatient Services for adolescents and adults, this level of care typically consists of 9 or more hours of service a week or 6 or more hours for adults and adolescents respectively to treat multidimensional instability.
- k. **COMAR 10.63** – Code of Maryland Regulations which outline the requirements for Community-Based Behavioral Health Programs and Services.
- l. **Correctional Facility** –a “Correctional facility” means an institution overseen by the State or one of the 24 subdivisions where individuals are incarcerated. A “Correctional facility” includes a Jail; Detention center; Prison; or Correctional halfway house.
- m. **Criminal Justice Services** – Programs and initiatives offered through the BHA Office of Criminal Justice Behavioral Health Services to provide diversion from incarceration related to low level substance use disorder offenses, administration for certain jail/detention center based treatment services, and program and services to support successful re-entry into the community following incarceration.
- n. **Detention Center Medication Assisted Treatment** – The addition of criminal justice reentry

services to assist offenders with reintegration into the community, decrease recidivism, reduce criminal behavior and foster a healthier lifestyle in recovery, while addressing the likelihood of offender overdoses upon release from incarceration. The program ensures offenders being released from the local detention center are referred and engage in treatment services as well as receive recovery support and housing, when appropriate.

- o. **Incarcerated Individual** - "Incarcerated Individual" means an individual who is actually or constructively detained or confined in a correctional facility. This term replaces "inmate" (SB293 2023).
- p. **Jail-based Treatment services** – Substance Use Disorder Treatment services that align with ASAM criteria.
- q. **Jail Mental Health Program** – provides mental health services in certain detention centers (Worcester and St. Mary's counties) to individuals who have severe mental illness, and/or are at risk for re-institutionalization (psychiatric hospitalization or re-incarceration due to serious mental illness). Direct clinical services include assessment and brief treatment for mental illness, psychiatric evaluation and medication, and referral for case management and outpatient treatment services upon release.
- r. **L.E.A.D.** – Law Enforcement Assisted Diversion Law Enforcement Assisted Diversion (LEAD) is a voluntary pre-booking diversion program that allows law enforcement officers to redirect low-level offenders to community-based behavioral health services.
- s. **MCCJTP** – Maryland Community Criminal Justice Treatment Program – A Maryland based program that brings treatment and criminal justice professionals together to screen mentally ill individuals while they are confined in local jails, prepare treatment and aftercare plans for them, and provide community follow-up after their release. The program also offers services to mentally ill probationers and parolees and provides enhanced services to mentally ill offenders who are homeless and/or have co-occurring substance use disorders.
- t. **Medication Assisted Treatment** – Medication Assisted Treatment (MAT) means the use of medication in combination with counseling and behavioral health therapies, to provide a holistic approach to the treatment of opioid use.
- u. **MOUD** – Medication for Opioid Use Disorders – An evidence-based approach to opioid use treatment that combines the use of FDA-approved medications with counseling and behavioral health therapies for individuals diagnosed with opioid use disorder (OUD).
- v. **OCJBHS** - The Behavioral Health Administrations' Office of Criminal Justice Behavioral Health Services.
- w. **Opioid Use Disorder (OUD)** – means a medically diagnosed problematic pattern of opioid use that causes significant impairment or distress disorder.
- x. **Peer Support Services** - Peer Support services involve the development of a collaborative relationship between an individual seeking or maintaining their recovery and an individual in long-term recovery. This relationship will assist in developing healthy living skills, the acquisition and enhancement of recovery self-management skills, and will simultaneously reduce the isolation experienced by many individuals with behavioral health concerns.
- y. **Recovery Support Services** – (aka: Recovery Support Services Expansion) – for individuals with

behavioral health needs who are involved in the criminal justice system, a program or service that builds relationships with the local jurisdiction's Office of the State's Attorney in an effort to remove legal barriers to treatment for clients in crisis, provide referrals to local legal services, coordinate interpreter services as needed and participate in the development and referral to diversion programs.

- z. **Re-entry services** – Supports and Services that assist in creating a successful transition of offenders from prisons or jails back into the community.
- aa. **Referral** - means a contact made by an individual, or on behalf of an individual, for behavioral health or other services that support successful connection to and engagement with community based services to support successful re-entry following incarceration.
- bb. **T.A.M.A.R.** – Trauma, Addictions, Mental Health and Recovery - a trauma-focused program for women that aims to provide appropriate services to trauma victims and break the cycle of substance identified as having a history of physical and/or sexual abuse and recent treatment history for a mental health condition as well as a drug use/abuse disorder. Participation in the program is voluntary and does not itself reduce jail time. Program services include the coordination of services during incarceration, development of an aftercare plan, community referrals, advocacy for “mainstream” services, and establishing a plan to communicate and monitor progress upon her reentry to the community.

SECTION III. - PURPOSE

These **Conditions of Award (COA's)** set out the standard conditions and terms for all BHA awards and will be applied to the Programs/Services/Initiatives outlined in the Award Letter and related, approved Budget(s) for each jurisdiction/organization.

In addition to the COA, each grant award document contains “program/service specific” details regarding the goals/objectives, method of delivery of such programs/services, expected outcomes/outputs (deliverables), and timeframes for performance. This is referred to as a **Statement of Work (SOW)** and may be incorporated by reference or accompany the COA. These programmatic details are designed to ensure that Award Recipients comply with any regulatory, statutory, or local requirements. Additionally, project specific terms and conditions may be amended and/or added to an Award at any time during the award period, to address budgetary or program compliance issues as needed.

The Award Recipient must ensure that it, along with other agencies, consultants and vendors supported by the Award, are made aware of their responsibilities and comply with these Conditions of Award as applicable. Failure to comply with the terms and conditions may lead to possible delays in funding, suspension, reduction and or termination of an Award. Further, BHA reserves the right to recover partial or full award amounts as deemed necessary and with supporting justification.

The Award Recipient shall ensure their vendors work to actively address health disparities, gaps in care and gaps in equity among the providers selected. Award Recipients and their vendors must ensure they are rendering services that are culturally and linguistically competent and appropriate.

BHA reserves the right to revise the Conditions of Award at any time, by providing thirty (30) days written notice to the Award Recipient.

Purpose:

MCCJTP – Maryland Community Criminal Justice Treatment Program – A Maryland based program that brings treatment and criminal justice professionals together to screen individuals with mental health concerns while they are confined in local jails, prepare treatment and aftercare plans for them, and provide community follow-up after their release. The program also offers services to probationers and parolees with mental health

concerns and provides enhanced services to offenders with mental health concerns who are homeless and/or have co-occurring substance use disorders.

Performance Requirements:

- The contracted vendor shall provide services to individuals who are awaiting trial, incarcerated in the detention center, and in need of reentry services. The vendor and its partners (i.e. detention facility, mental health vendors) who participate in MCCJTP are to fulfill the following requirements:
 - Provide services to individuals in the criminal justice system diagnosed with a serious mental illness and are at risk for re-institutionalization.
 - A Serious Mental Illness (SMI) is defined as having a mental, behavioral, or emotional disorder that meets the criteria in the DSM-5-TR and that results in functional impairment that substantially interferes with or limits one or more major life activities. Per Maryland's Public Behavioral Health System, an individual with an SMI is 18 years or older and meets the DSM-5-TR criteria for the following diagnostic codes: F20.89, F30.10, F32.9, F31.9, F31.0, F31.9, F31.60, F39, F32.2, F32.3, F33.2, F22, F29, F21, F60.3.
 - For the sole purpose of jail-based mental health treatment, an individual charged as an adult who meets the criteria for an SMI, except for age, is eligible for treatment.
 - Screen justice-involved individuals for mental health problems.
 - Assess justice-involved individuals who screened positive for mental health problems for mental health treatment.
 - Screenings and assessments to be performed by the contracted vendor.
- Assure the delivery of mental health and case management services to individuals identified A licensed mental health professional shall be employed for a minimum of **10** hours a week to conduct and/or provide the following:
 - When possible, daily utilization of the Data Link system to aid in the identification of individuals connected with Maryland's public behavioral health system.
 - Mental health screening for individuals not otherwise in treatment.
 - Screening instrument to be approved by the Local Behavioral Health Authority.
 - Mental health assessment for individuals not otherwise in treatment.
 - Assessment instrument to be approved by the Local Behavioral Health Authority and the Office of Criminal Justice Behavioral Health Services
 - Individual and/or group therapy sessions when indicated, i.e. as an adjunct to existing mental health treatment or while an individual is waiting to access mental health treatment.
 - Short-term crisis intervention.
 - Referral, linkage, and coordination of community support services during incarceration and in preparation for release.
 - Monitoring post-release compliance for a minimum of 90 days.
- The program shall provide the above-mentioned services to a minimum of **80** unduplicated individuals, annually.
- The LBHA/CSA shall recommend and provide technical assistance that detention center staff members, community mental health providers, and other agencies involved with the well-being of MCCJTP participants receive training in effective methods for working with participants.
- Documentation of completed training shall be furnished to the MCCJTP director at the close of the fiscal year.
- Quarterly reports are to be submitted electronically to the Coordinator of Criminal Justice Services from the Office of Criminal Justice Behavioral Health Services.
- Any contracted provider serving under this award shall be an active participant on a local mental health advisory board.
- The LBHA/CSA or its designee shall attend MCCJTP Quarterly meetings.

Special Requirements:

Describe any requirements for obtaining licenses, testing, certifications, etc. associated with the delivery of services.

ITEM 4

All requests for changes in MCCJTP programming shall be submitted in writing to BHA's Office of Criminal Justice Behavioral Health Services Manager for approval before implementation (please see above).

Unless otherwise noted, the BHA Webform and Worksheet 3 must be submitted along with the annual budget submission and with any future budget actions. Performance measures and related data should correspond with the budget submission.

This award is based on estimated levels of state funds. If actual allocations differ from current estimates, this award may be adjusted accordingly.

Services funded with these Conditions cannot be billed under Maryland's Public Behavioral Health System.

Provide BHA's Office of Criminal Justice Behavioral Health Services with any corrective action plans that result from a program investigation, consumer complaint, or unmet contract deliverables within 15 days of notification to the program.

The Behavioral Health Administration will provide technical assistance, quality assurance and fiscal oversight to ensure that the Grantee develops and monitors criteria for contract performance standards; procures services; develops budgets and monitors expenses; monitors service provision; repurposes unspent grant funds to ensure the best utilization of funding; conducts reviews for continued need of services performed.

Any proposed "re-purposing" of grant funds shall be discussed with and approved by the Director of the Office of Criminal Justice Behavioral Health Services, along with other appropriate executive approvals required by the Behavioral Health Administration.

Failure to comply with these Conditions of Award may result in the following, until such time that areas of non-compliance are corrected, including but not limited to:

- Loss of award
- future audit exceptions
- dis-allowance of expenditures.
- award reductions, and/or
- delay in payment of award funds

Compliance with these Conditions of Award will be determined through conducting on-site visits using a BHA-provided monitoring tool to assess compliance with the Conditions of Award.

For identified areas of non-compliance, the LBHA/LAA shall.

- require a corrective action plan,
- monitor corrective action progress and
- submit the completed monitoring report to the BHA within the specified timeframe.

This COA is subject to revision if there are revisions to the award amount.

Task/Activities:

- Provide MCCJTP services to justice-involved individuals.
- Submit reports to BHA's Office of Criminal Justice Behavioral Health Services
- Participate in Quarterly Program Meetings

Deliverables/Milestones/Unit Measure:

- A target of **80** individuals shall be treated under the MCCJTP project per fiscal year.
- CSA/LBHA shall submit a **Quarterly Report**
- CSA/LBHA shall participate in Quarterly and other program development meetings as hosted by BHA

Tentative Dates/Timeframes for Delivery:

- Individuals Served
 - July 1, 2024 - June -30, 2025.

Quarterly Reports:

• 1st Quarter	July 1 - September 30	Due: October 30
• 2nd Quarter	October 1 - December 30	Due: January 30
• 3rd Quarter	January 1 - March 31	Due: April 30
• 4th Quarter	April 1, - June 30,	Due: July 31

- BHA Scheduled Quarterly Program Meetings Participation
 - July 1, 2024- June 30, 2025

Reporting Requirements:

The Local Jurisdiction will provide quarterly reports to the Behavioral Health Administration's Contract Monitor on activities outlined herein. Not complying with reporting requirements can delay current-year funding or future funding. Quarterly Reports will be submitted to bha.mccjtp@maryland.gov in Excel unless otherwise directed.

Oversight and other requirements:

- All conditions of this award as detailed in the 'Condition of Award' document will be adhered to by the Local Jurisdiction (LBHA/LAA/CSA).
- The Local Jurisdiction will ensure that for all subgrantees, if any, there is an executed contract on file, which will at minimum contain expectations for the program, including service delivery, performance measures, and outcomes, reporting frequencies, and formats.
- Should modifications to this agreement be required; requests must be submitted in writing by the Local Behavioral Health Authority to the BHA Program Manager
- Requests for changes will be reviewed and will be considered on time. If changes are approved, the Office will partner with the Local Authority and BHA Finance to make necessary changes and provide the local authority with an updated Scope of Work to guide service delivery.

SDI Issues and Response:

N/A

STATE OF MARYLAND
 MARYLAND DEPARTMENT OF HEALTH
 HUMAN SERVICES CONTRACT PROPOSAL

A. Vendor Information:

Organization: Worcester County Jail

Address: 5022 Joyner Road

City: Snow Hill State: MD Zip Code: 21863

Contact Person: Warden Timothy Mulligan Telephone: 410-632-1300

Mailing Address (if other than shown above): _____

Federal Employer I.D.: 52-6001064 Minority Enterprise Yes No

Fiscal Year or Period for which Funds are Requested: July 1, 2024- June 30, 2025

Type of Service To Be Funded: Maryland Community Criminal Justice Treatment Program

Performance Measures Detail Attached Yes No

Area/Jurisdiction To Be Serviced: Worcester County

Does the Organization Do Fundraising: Yes No

Are any of the State supported costs being used to generate fundraising dollars Yes No

Type of Proposal: New One-Time Only Renewal Supplement

B. Affirmations and Signature of Certifying Official: (Mark Appropriate Box(es))

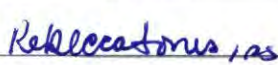

- 5 If the local health officer has not signed below, a copy of this application was sent to that official simultaneously with this submission
- 9 A program narrative is attached for each service.

On behalf of the governing board or other executive authority of the above named organization, I affirm that the information and estimates conveyed in this application are true and accurate to the best of my knowledge.

Signature:  Date: 7/3/2024

Name Printed or Typed: Timothy Mulligan Title: Warden

C. Third Party Review:

Reviewing Official	Signature	Date	Reviewed	Approved	Disapproved	Attached
Local Health Officer	<u></u>	<u>7/3/24</u>				
Advisory Council						
Local Govt. Auth.						
Regional Director						
Other (LBHA)	<u></u>	<u>7-3-24</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

D. For MDH Use Only _____

PROGRAM BUDGET

ITEM 4

PROGRAM ADMINISTRATION: Worcester County Local Behavioral Health Authority
GRANT NUMBER: MH028MSP **DATE SUBMITTED:** _____
CONTRACT PERIOD: July 1, 2024 - June 30, 2025 **FISCAL YEAR:** 2025
ORGANIZATION: Worcester County Jail **PHONE #:** 410-632-1100
STREET ADDRESS: 5022 Joyner Road
CITY, STATE, COUNTY: Snow Hill, Maryland, Worcester County **ZIP:** 21863
PROGRAM TITLE: Maryland Community Criminal Justice Treatment Program
CHARGEABLE SERVICES (Y/N) _____ NO _____ MDH PROVIDES 50% OR MORE OF FUNDING (YES/NO)
FOR MDH USE ONLY

LINE ITEMS MAY NOT BE CHANGED	OTHER DIRECT FUNDING					PROGRAM BUDGET
	MDH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	FED./STATE LOCAL & GOV'T	ALL OTHER AGENCY	TOTAL OTHER FUNDING	
0111	Salaries					0.00
0121	FICA					0.00
0131	Retirement					0.00
0139	Def Compensation					0.00
0141	Health Insurance					0.00
0142	Retiree Health Insurance					0.00
0161	Unemployment Insurance					0.00
0162	Workmen's Compensation					0.00
0171	Overtime Earnings					0.00
0181	Additional Assistance					0.00
0182	Adjustments					0.00
0201	Consultants					0.00
0280	Special Payments Pavroll					0.00
0291	FICA					0.00
0292	Unemployment Insurance					0.00
0299	Contractual Ser-Salaries & Fringe					0.00
0301	Postage					0.00
0305	Telephone					0.00
0405	In-state Travel					0.00
0409	Out-of-State Travel					0.00
0415	Training					0.00
0420	Stipend/Tuition					0.00
0604	Electricity					0.00
0613	Water					0.00
0615	Utilities - Combined					0.00
0701	Gas and Oil					0.00
0703	Insurance & Title					0.00
0705	Vehicle Maintenance & Repair					0.00
0710	Vehicle Replacement					0.00
0801	Advertising					0.00
0803	Client Transportation					0.00
0812	Personnel Investigations					0.00
0816	Lanquage					0.00
0833	Repair & Maintenance					0.00
0834	Photocopy Rental					0.00
0835	Equipment Service					0.00
0838	Software					0.00
0839	Software Maintenance					0.00
0853	Maintenance					0.00
0854	Housekeeping					0.00
0856	Indirect Cost					0.00
0860	Laboratory Services					0.00
0869	Photography (Commercial)					0.00
0873	Printing					0.00
0881	Purchase of Care	22,000.00				22,000.00
0885	Trash Disposal					0.00
0896	Human Service Contracts					0.00

**PROGRAM BUDGET
ESTIMATED PERFORMANCE MEASURES**

PROGRAM ADMINISTRATION:	Worcester County Local Behavioral Health Authority	AWARD NUMBER:	MH028MSP
FISCAL YEAR:	2025	CONTRACT PERIOD:	7/1/24 - 6/30/25
ORGANIZATION	Worcester County Jail	PHONE NUMBER:	410-632-1100
ADDRESS:	5022 Joyner Road, Snow Hill, Maryland	ZIP:	21863
PROGRAM TITLE:	Maryland Community Criminal Justice Treatment Program		

	PERFORMANCE MEASURE	BUDGET YEAR FY 2025 ESTIMATE
1	Number of inmates provided MCCJTP services	80
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Worcester County's Initiative to Preserve Families

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

Telephone: 410-632-3648



July 3, 2024

TO: Weston Young, Chief Administrative Officer
FROM: Christen Barbierrri, Point of Contact, Local Management Board
SUBJECT: 2025 Community Partnership Agreement

Please accept this document as a request to approve the Fiscal Year 2025 Local Management Board Community Partnership Agreement. The total award amount for Worcester County is \$964,587. In addition to Board Support, the programs to be funded in fiscal year 2025 are:

- Worcester Navigation
- Worcester Connects
- Bounce Back
- Healthy Worcester Families
- Family Peer Support
- Local Care Team Coordinator

The results and indicators have been reviewed by LMB staff, LMB Board members, and staff from the Governor's Office for Children. This Community Partnership Agreement encompasses services provided during fiscal year 2025. We are requesting that the three copies of the Community Partnership Agreement be reviewed and signed. Please return all three signed copies to the LMB. An original copy will be provided to the County Commissioners after approval by the Governor's Office for Children. If you have any questions, please contact me at 410-632-3648.

Thank you for your time and consideration.

Attachments (3)

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

This Community Partnership Agreement (“**Agreement**”) effective, as of July 1, 2024, between the State of Maryland (“**State**”), acting by and through the Children’s Cabinet (“**Cabinet**”); and **County Commissioners of Worcester County, Maryland** (“**Subdivision**”), acting by and through the **Worcester County Initiative to Preserve Families** (“**Board**”), designated as the Local Management Board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

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

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

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

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

I. SCOPE

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

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

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

II. PROGRAMS AND SERVICES TO BE PROVIDED

- A. The programs, services, requirements, conditions and other activities of the **Board** as to its operations that will be funded by the **Cabinet** are set forth in the Appendices A and B. By

accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and Procedures Manual for Local Management Boards (“Manual”), which is incorporated by reference into this **Agreement** in accordance with paragraph VIII (H) herein.

- B. The **Board** shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations (“COMAR”); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Special Secretary for the **Governor’s Office for Children (“Office”)**; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.
- C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement** (see Section V “MODIFICATIONS”).

III. TERM

This **Agreement** shall be effective and remain in full force and effect for State fiscal year 2025 (July 1, 2024 – June 30, 2025) unless modified or terminated under Sections V. (“MODIFICATIONS”) and VI. (“TERMINATION”) herein, and unless renewed thereafter upon the mutual written agreement of the parties.

IV. FUNDING

A. Amount: Funding for the programs/strategies to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total amount will be determined by the **Office** on behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Office** on behalf of the **Cabinet**, and which is subject to annual **State** appropriations.

B. Conditions:

1. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.
2. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including Appendices A and B.
3. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.

4. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Cabinet**.
 5. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Results Scorecard web-based application for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Office**.
- C. Payments: Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.
- D. Withholding and Repayment of Funds:
1. The **Cabinet** reserves the right to withhold the transfer of **Cabinet** funds to the **Board** if the **Board** fails to:
 - a) Comply with the terms and conditions of this **Agreement**, **including any and all Children’s Cabinet reporting requirements**; and/or,
 - b) Implement the programs/strategies listed in Appendix A in accordance with the terms and conditions of this **Agreement**.
 2. Before any funds are withheld hereunder, the **Cabinet** shall notify the **Board** in writing of the provision(s) of the **Agreement** that the **Board** failed to follow. The **Board** shall have thirty (30) calendar days from receipt of the **Cabinet** notice to develop a corrective plan acceptable to the **Cabinet**. This corrective plan shall specify the date by which deficiencies will be corrected. Failure by the **Board** to correct deficiencies shall result in withholding of funds hereunder by the **Cabinet**.
 3. Any funds not expended during the fiscal year shall be returned to the Children’s Cabinet Fund in accordance with Manual requirements or as directed by the Children’s Cabinet.

V. MODIFICATIONS

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

VI. TERMINATION

- A. This **Agreement** may be terminated by the **Cabinet**, upon sixty (60) calendar days written notice, if the **Board** fails to fulfill its obligations under the **Agreement** as determined by the **Cabinet** in its sole discretion, or if termination is determined by the **Cabinet** in its sole discretion to be in the best interest of the **Cabinet**. The **Subdivision** or the **Board** may terminate the **Agreement**, upon sixty (60) calendar days written notice, if that is determined to be in the best interest of the **Subdivision** or the **Board**. The **Cabinet** shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this **Agreement** and the **Board** Manual.
- B. If the **Cabinet** determines that the **Agreement**, or any portion thereof, must be terminated

due to a lack of appropriations or other reductions to the **Cabinet** Fund, the provisions of the above paragraph A. do not apply. In such circumstances, the **Cabinet** will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.

- C. Termination of this **Agreement** does not relieve the **Subdivision** of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the establishment of a Local Management Board. Prior to termination of this **Agreement**, the **Subdivision** and the **Board** shall adopt and implement a transition plan, subject to approval by the **Cabinet**, to ensure the continuation of programs and services under this **Agreement** through a State or local entity. However, if the **Cabinet** terminates this **Agreement** due to a lack of appropriations or other reductions to the **Cabinet** Fund, then the **Subdivision** and the **Board** may be relieved of all obligations to continue the programs and services required under this **Agreement** if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

VII. REVIEW PROCESS

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

VIII. GENERAL PROVISIONS AND CONDITIONS

- A. State Laws and Regulations: The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.
- B. Successors and Assigns: This **Agreement** shall bind the respective agents, successors and assigns of the parties.
- C. Nondiscrimination: The **Board** shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.
- D. Anti-Bribery: The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.
- E. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.
- F. The **State** shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this **Agreement**.

- G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this **Agreement**, the Maryland Department of Human Services, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this **Agreement** for purposes of implementation of any such program. Similarly, if any services provided under this Agreement are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health, as the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR 431.10, as amended.
- H. Incorporation by Reference: The provisions of the Manual effective as of July 1, 2021 and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

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

THE STATE OF MARYLAND

BY: _____
Special Secretary, Governor’s Office for Children

DATE: _____

LOCAL MANAGEMENT BOARD

BY: _____, Chair
Worcester County Initiative to Preserve Families

DATE: _____

SUBDIVISION

BY: _____, (Local official)
County Commissioners of Worcester County, Maryland

DATE: _____

Approved as to Form and Legal Sufficiency

This _____ day of _____, _____

By: _____
Worcester County Legal Counsel

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children’s Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
Worcester Connects	This program will provide youth with a supportive and positive mentor/role model. The mentor service is designed to be a hybrid of 1:1 mentoring services as well as group mentoring to allow mentees to produce a sense of membership with their peers. This program will promote increased self-esteem, confidence and improve overall health and wellness.	Worcester Connects will be open to all school-age youth, grades 1-12. The target population will be youth that are truant, bullied, have special needs (learning, developmental, behavioral), and/or youth that are living in poverty.	<p>How Much:</p> <ul style="list-style-type: none"> ● # of youth mentored ● # of 1:1 monthly meetings held between youth and mentor ● # of monthly group meetings held between mentees and mentor ● # of youth that were referred by partnering agencies and enrolled in the program who were identified as “at-risk of entering the juvenile justice system” <p>How Well:</p> <ul style="list-style-type: none"> ● #/% of successful contacts (face to face meeting, text messages, and/or phone calls) made to youth during the first 30 days of enrollment DEN: # of attempts ● #/% of youth that have improved attendance by 10% in school after being enrolled in the program for 3 months DEN: # of youth mentored 3 months ● #/% of youth who were referred to the diversion program by the law enforcement/Department of Juvenile Services DEN: # of youth mentored <p>Better Off:</p> <ul style="list-style-type: none"> ● #/% of youth that have improved School Functioning after 6 months enrolled in the program via pre/post DEN: # of youth mentored for 6 months 	Increasing Opportunities of Community-Based Programs and Services for Youth	Healthy Children; Children are Successful in School	Depressive Episodes; Chronic Absenteeism

ITEM 5

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children’s Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
			<ul style="list-style-type: none"> ● #/% of youth that have improved their Intrapersonal Strength after 6 months enrolled in the program via pre/post BERs Scale DEN: # of youth mentored for 6 months ● #/% of youth who successfully complete the program DEN: # of youth mentored ● #/% of youth reporting increased knowledge or skill development as a result of the program DEN: # of youth mentored that complete the survey BERs Scale 			
Worcester Navigation	The Worcester Navigation program will provide Worcester County’s children, youth and families in poverty assistance through a local navigator. This Navigator will work with the families to connect them to much needed resources, to improve overall health and well-being.	The target population will be youth and/or families that are receiving some form of public assistance or those that are living in poverty.	<p>How Much:</p> <ul style="list-style-type: none"> ● # of families served by a navigator ● Average # of referrals per family/individuals <p>How Well:</p> <ul style="list-style-type: none"> ● #/% families with action plans completed within 3 days of contact DEN: # of families/individuals served by a navigator ● #/% of participants served by community-based options DEN: # of families/individuals served by a navigator <p>Better Off:</p> <ul style="list-style-type: none"> ● #/% of families who report increase in self-sufficiency DEN: # of participants that complete a pre and post survey 	Reducing Childhood Hunger	Families are Economically Stable	Child Poverty

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children’s Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
			<ul style="list-style-type: none"> ● #/% of families that report a reduction in food insecurity DEN: # of participants that complete a pre and post survey ● #/% of families reporting an increase in their ability to advocate for the needs of their child(ren) or themselves after working with a navigator based on pre and post assessment DEN: # of participants that complete a pre and post survey 			
Bounce Back	Bounce Back is an elementary school adaptation of CBITS (Cognitive Behavioral Intervention for Trauma in Schools). The Bounce Back program will operate in the local elementary schools as an afterschool program for 10 weeks incorporating therapeutic elements similar to those used in other CBT therapies, including psychoeducation, relaxation training, cognitive restructuring, problem solving, and positive reinforcement activities. Additionally, parents will be invited to a 1:1 session with the child and the social worker to work on building coping skills in the home.	Elementary school aged children (K-5 th grade) with a history of behavioral health needs, specifically children who are depressed and/or anxious and youth that have experienced trauma.	<p>How Much:</p> <ul style="list-style-type: none"> ● # of children enrolled the Bounce Back Program ● # of schools hosting the Bounce Back program <p>How Well:</p> <ul style="list-style-type: none"> ● #/% of ACEs screenings completed on children enrolled in the program DEN: # of children enrolled in the program ● #/% of children that successfully completed the program DEN: # of children enrolled in the program <p>Better Off</p> <ul style="list-style-type: none"> ● #/% of parents that report an increase in their child’s self-esteem after completion of the program via post survey DEN: # of surveys completed ● #/% of children demonstrating achievement of goals 	Increasing Opportunities for Community-Based Programs and Services for Youth	Healthy Children	Depressive Episodes

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children’s Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
			DEN: # of children that completed the program <ul style="list-style-type: none"> #/% of children reporting increased knowledge or skill development as a result of the program DEN: # of children that complete post survey			
Worcester Healthy Families	Worcester Healthy Families will provide weekly classes that center around parenting, financial wellness, healthy eating, physical activity, stress management, communication, goal setting and youth life and refusal skills. Participants will have a family meal followed by classes for parents/guardians and youth and the family unit.	Children and families of Worcester County Maryland who have been identified as food insecure, living at or below the poverty level, lack participation in regular physical activity, and are overweight or obese.	How Much: <ul style="list-style-type: none"> # of families enrolled in the program # of program cohorts offered during the year # of families reporting food insecurities How Well: <ul style="list-style-type: none"> #/% of families that report an increase in how to identify healthy food options DEN: # of families enrolled in the program that completed the survey #/% of families that report an increase in physical activity DEN: # of families enrolled in the program that completed the survey Better Off: <ul style="list-style-type: none"> #/% of families (participants) successfully completing the program DEN: # of families enrolled in the program #/% of families (participants) reporting increased skill development as a result of the program DEN: # of families enrolled in the program that completed the survey #/% of families (participants) who report increase in self-sufficiency 	Reducing Childhood Hunger; Increasing Opportunities for Community-Based Programs and Services for Youth	Families are Economically Stable; Healthy Children	Child Poverty; Obesity

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children’s Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
			DEN: # of families that completed the program that completed the survey <ul style="list-style-type: none"> • #/% of families (participants) who report a reduction of food insecurity DEN: # of families reporting that they are food insecure that completed the survey			
Family Peer Support	Through Maryland Coalition for Families, a family peer support worker will work with parents that have children with behavioral health needs. The worker will help parents navigate the different behavioral health services in Worcester County, which can include completing referrals, requesting information and advocating for the best possible care for the parent and the youth.	The Family Peer Support program’s target population are families living in Worcester County that have children that have a behavioral health need and/or families with children involved in multiple systems.	How Much: <ul style="list-style-type: none"> • # of families served by the Family Peer Support Specialist • # of family engagement sessions held How Well: <ul style="list-style-type: none"> • #/% of families connected to additional resources DEN: # of families served by the Family Peer Support Specialist <ul style="list-style-type: none"> • #/% of families participating in family engagement sessions DEN: # of families served by the Family Peer Support Specialist Better Off: <ul style="list-style-type: none"> • #/% of families (participants) successfully completing the program. DEN: # of families served by the Family Peer Support Specialist that completed the survey <ul style="list-style-type: none"> • #/% of families (participants) reporting increased knowledge as a result of the program. DEN: # of families served by the Family Peer Support Specialist that completed the survey	Increasing Opportunities for Community-Based Programs and Services for Youth	Healthy Children	Depressive Episodes; Adolescent Substance Use

Local Care Team - Required Performance Measures and Progress Reports

Number of unique referrals received by the LCT during the reporting period

Number of unique referrals (as noted above) that resulted in one or more reviews by the LCT during the reporting period.

Please explain the major reasons why the LCT did not review all unique referrals. (eg. the referrals did not rise to the level of intensive needs, the family did not want to participate in the process, etc)

Number of outbound LCT outreach activities completed

Number of inbound LCT cross-training and other activities completed

Number of LCT meetings

Total number of LCT reviews completed during the reporting period.

Number and percent of **mandated** LCT representatives that attend at least 75% of LCT meetings

NUM: Number of **mandated** LCT representatives that attend at least 75% of LCT meetings

DEN: Number of **mandated** LCT representatives

Number and percent of all LCT reviews (new, follow-up, and annual reviews) where the youth’s parents (or legal guardians) attended

NUM: Number of all LCT reviews (new, follow-up and annual reviews) where the youth’s parents (or legal guardians) attended

DEN: Total number of reviews completed during the reporting period. (Performance Measure #7)

Please describe youth engagement in the LCT process and whether that involvement is beneficial to the outcome of cases.

Board Administration - Required Performance Measures and Progress Reports

Describe when the Board last participated in a community planning process, the timeline for future planning, and the steps that are being taken to prepare.

Describe how the Local Management Board utilizes organizational and policy assessment tools in assessing community needs, planning, and incorporating the Children’s Cabinet overall themes of Adverse Childhood Experiences (ACEs), Trauma-Informed Practices (TIPs), and Racial and Ethnic Disparities (R/ED)

Describe how the Board evaluates planning/program implementation and ongoing effectiveness of the Children’s Cabinet funded programs and strategies, including, but not limited to monitoring of vendors for evidence of effectiveness and contract compliance.

ITEM 5

Describe how the Board engages participation of individuals with lived experience (youth, parents/caregivers, and community members) including, but not limited to Board membership; program/strategy planning, implementation, evaluation; and outreach.

Provide an example of cooperation and collaboration between LMB staff, Board members, vendors, and other partners affiliated with the Children’s Cabinet funded programs and strategies during the reporting period.

Please list any successes and/or emerging practices developed through Children’s Cabinet funded programs and strategies.

Describe barriers/challenges to implementing programs and strategies. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance.

Number and percent of all LMB staff and Board members that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer **in the last 3 years.**

NUM: Number of all LMB staff and Board members that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer **in the last 3 years**

DEN: Total number of LMB staff and Board members

Number and percentage of LMB staff and Board members that completed Results Based Accountability certification

NUM: Number of all LMB staff and Board members that completed Results Based Accountability certification

DEN: Total number of LMB staff and Board members

Research-Based Practices - Required Performance Measures and Progress Reports

Number and percent of programs/strategies that employ one or more research-based practices (including promising practices, best practices, and evidence-based practices) listed on a national clearing house registry (eg. [California Evidence-Based Clearinghouse for Child Welfare \(CEBC\)](#), [The National Institute for Justice Crime Solutions](#), [Blueprints for Healthy Youth Development](#) etc).

NUM: Number of LMB funded programs/strategies that employ one or more scientifically-researched practices

DEN: All Children’s Cabinet-funded programs/strategies OR Number of new and ongoing programs/strategies

Racial and Ethnic Disparities (R/ED) - Required Performance Measures and Progress Reports

Number and percent of staff and board members who reported an understanding of R/ED principles after participating in training and education opportunities. **(As Applicable)**

NUM: Number of staff and board members who reported an understanding of R/ED principles after participating in training and/or education opportunities sponsored by the LMB

<p>DEN: Number of staff and board members that responded to a survey or other evaluation method after participating in R/ED training and/or education opportunities sponsored by the LMB</p>
<p>Number and percent of vendors who reported an understanding of R/ED principles after participating in training and education opportunities. <i>(As Applicable)</i></p> <p>NUM: Number of vendors who reported an understanding of R/ED principles after participating in training and/or education opportunities sponsored by the LMB</p> <p>DEN: Number of vendors that responded to a survey or other evaluation method after participating in R/ED training and/or education opportunities sponsored by the LMB</p>
<p>Number and percent of community members who reported an understanding of R/ED principles after participating in training and education opportunities. <i>(As Applicable)</i></p> <p>NUM: Number of community members who reported an understanding of R/ED principles after participating in training and/or education opportunities sponsored by the LMB</p> <p>DEN: Number of community members that responded to a survey or other evaluation method after participating in R/ED training and/or education opportunities sponsored by the LMB</p>

<p>Adverse Child Experiences (ACEs) and Trauma-Informed Practices (TIPs) - Required Performance Measures and Progress Reports</p>
<p>Number and percent of staff and board members who reported an understanding of ACEs and TIPs principles after participating in training and education opportunities. <i>(As Applicable)</i></p> <p>NUM: Number of staff and board members who reported an understanding of ACEs and TIPs principles after participating in training and/or education opportunities sponsored by the LMB</p> <p>DEN: Number of staff and board members that responded to a survey or other evaluation method after participating in ACEs training and/or education opportunities sponsored by the LMB</p>
<p>Number and percent of vendors who reported an understanding of ACEs and TIPs principles after participating in training and education opportunities. <i>(As Applicable)</i></p> <p>NUM: Number of vendors who reported an understanding of ACEs and TIPs principles after participating in training and/or education opportunities sponsored by the LMB</p> <p>DEN: Number of vendors that responded to a survey or other evaluation method after participating in ACEs training and/or education opportunities sponsored by the LMB</p>
<p>Number and percent of community members who reported an understanding of ACEs and TIPs principles after participating in training and education opportunities. <i>(As Applicable)</i></p> <p>NUM: Number of community members who reported an understanding of ACEs and TIPs principles after participating in training and/or education opportunities sponsored by the LMB</p> <p>DEN: Number of community members that responded to a survey or other evaluation method after participating in ACEs training and/or education opportunities sponsored by the LMB</p>

Fiscal Year 2025 Appendix A

A. GENERAL INFORMATION		
Local Management Board: Worcester County's Initiative to Preserve Families		
Street Address: 6040 Public Landing Road		
City: Snow Hill MD	Zip: 21863	
Point of Contact: Christen Barbierri	Phone: 4106323648	Fax: 4106320065
Federal Taxpayer ID: 01-0916667		
B. TYPE OF REQUEST		
New <input checked="" type="checkbox"/>	Modification <input type="checkbox"/>	Supplemental <input type="checkbox"/>
Reduction <input type="checkbox"/>		
C. AFFIRMATION		
<p>The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the</p>		
<div style="background-color: yellow; height: 20px; width: 100%;"></div>		
Local Management Board Chair	Date	
<div style="background-color: yellow; height: 20px; width: 100%;"></div>		
Local Management Board Point of Contact	Date	

State Official

Date

D. TERMS and CONDITIONS (for Governor's Office for Children use only)

X Attached Pages

9

Appendix A Cover (Revised July 2016)



Berlin Fire Company, Inc.
Berlin Fire Company Emergency Medical Services, Inc
 214 North Main Street
 Berlin, Maryland 21811-1004
 410-641-1977 • 410-641-2494 FAX
www.berlinfire.com



July 8, 2024

Worcester County Commissioners
 1 West Market Street, Room 1103
 Snow Hill, MD 21863

via email commissioners@co.worcester.md.us *

Dear Commissioners:

Berlin Fire Company, Inc. would like to donate to Worcester County our Firehouse Innovations fire and rescue multi-force training door. This has been on loan at the Worcester County Fire Training Center for use by all fire companies and for the Worcester Technical High School Fire / EMS training program. The cost of this door was \$6,450. It would continue to benefit all companies and the training program. The door is in excellent functioning condition and the only requires minor maintenance as to checking the hinges and bolts occasionally for tightness. Supplies are small pieces of wood needed to "reset" the door after each training evolution. This can be scrap wood cut to size for the training door prop.



We have included a transfer of ownership form for your execution and appreciate the opportunity to support training of all Worcester County fire, rescue, and EMS personnel and the Worcester County Technical High School training program.

Sincerely,

David A. Fitzgerald
 David A. Fitzgerald
 President

CC: Weston Young, Chief Administrative Officer and Matt Owens, Fire Marshal

TRANSFER OF OWNERSHIP

On this date, _____, Worcester County accepts ownership of One (1) Fire Innovations Fire and Rescue Multi-Force Training Door as a donation from Berlin Fire Company, Inc. and accepts all responsibilities for its maintenance and supplies. The door shall be located at the Worcester County Fire Training Center and remain available to all agencies using the Fire Training Center to specifically include all Worcester County Fire and EMS organizations and the Worcester Technical High School Fire / EMS training programs.

The cost of the door was \$6,450.

Anthony W. Bertino, President
Worcester County Commissioners

David A. Fitzgerald, President
Berlin Fire Company, Inc.



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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: July 2, 2024
SUBJECT: Household Hazardous Waste Day

Public Works- Solid Waste Division is requesting Commissioner approval to schedule the annual Household Hazardous Waste Day for Saturday, October 26, 2024, at the Worcester County Central Landfill. The Maryland Department of the Environment and Maryland Environmental Service have been notified and have tentatively put us on their schedule for that day. The total cost for this event, including advertising, is expected to be around \$27,000. The funds for this are in the Recycling Budget account number 100.1206.6700.640. The Inter-Governmental Agreement that was signed with MXI, our hazardous waste vendor, is good until the beginning of calendar year 2025.

The Worcester County Recycling Division will also collect electronics (computers, servers and laptops) at this event. The towns of Ocean City, Berlin, Snow Hill and Pocomoke will be notified about this event and will be invited to participate.

Please let me know if there are any questions.

cc: Bob Keenan
 Ed Sargent
 David Candy
 Chris Clasing

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston S. Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *CWS/for*
DATE: July 9, 2024
SUBJECT: Request to Reallocate Assigned Funds
Department of Public Works – Roads Division

Public Works is requesting Commissioner approval to reallocate a total of \$25,515.00 from the Assigned Funds project account “Public W Equip” to cover an electric upgrade project at the Roads Division Snow Hill Shop. The “Public W Equip” account was originally intended for the Public Works Administration emergency backup generator project, which is now complete with excess funds remaining in the account. The requested funds are available in the FY 23 Assigned Fund Balance account specified and we are requesting those funds be held and carried forward into the FY 24 Assigned Fund Balance as the work will take several months to complete.

Currently, the existing electric service at the Snow Hill shop location will not accommodate for the upgrading of a new well or installation of a new salt brine maker. The cost includes funding for Delmarva Power to run an upgraded electric service line to the building and additional funding for the DPW – Maintenance Division to upgrade electrical service internal to the building.

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

Cc: Chris Clasing
Kevin Lynch



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: July 16, 2024
RE: Request to Bid – FY25 Corrugated Metal and Plastic Pipe

Attached for your review and approval are bid documents for the purchase of corrugated metal and plastic pipe for the Roads Division of Public Works. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these goods.

Funding in the amount of \$120,000 for this purchase was approved in the current FY25 operating budget in account 100.1202.6140.040, Public Works Roads Division Road Maintenance Materials Pipe.

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

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



INVITATION FOR BID

PROJECT: Corrugated Metal and Plastic Pipe

DEPARTMENT: Public Works – Roads Division

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: _____

TIME: 2:30 PM

TABLE OF CONTENTS

SECTION I: INTRODUCTION.....3

 A. **PURPOSE**3

 B. **CLARIFICATION OF TERMS**.....3

 C. **QUESTIONS AND INQUIRES**3

 D. **FILLING OUT BID DOCUMENTS**.....3

 E. **SUBMISSION OF BID DOCUMENTS**.....4

 F. **OPENING OF BIDS**.....4

 G. **ACCEPTANCE OR REJECTION OF BIDS**4

 H. **QUALIFICATIONS**.....5

 I. **DESCRIPTIVE LITERATURE**5

 J. **NOTICE TO VENDORS**6

 K. **PIGGYBACKING**.....6

SECTION II: GENERAL INFORMATION.....7

 A. **ECONOMY OF BID**7

 B. **PUBLIC INFORMATION ACT (PIA)**7

 C. **CONTRACT AWARD**.....7

 D. **AUDIT**7

 E. **NONPERFORMANCE**.....7

 F. **MODIFICATION OR WITHDRAWL OF BID**8

 G. **DEFAULT**.....8

 H. **COLLUSION/FINANCIAL BENEFIT**8

 I. **TAX EXEMPTION**8

 J. **CONTRACT CHANGES**.....9

 K. **ADDENDUM**.....9

 L. **EXCEPTIONS/ SUBSTITUTIONS**9

 M. **APPROVED EQUALS**10

 N. **DELIVERY**10

 O. **INSURANCE**10

 P. **BID EVALUATION**.....10

SECTION III: BID SPECIFICATIONS11

 A. **SCOPE**.....11

 B. **CONTRACT PRICING**11

 C. **CONTRACT PERIOD RENEWAL OPTION**.....11

 D. **SUMMARY**.....11

 E. **GENERAL REQUIREMENTS**.....11

 F. **PAYMENT**.....11

 G. **QUESTIONS**.....11

 H. **AWARD**11

FORM OF BID12

REFERENCES15

EXCEPTIONS.....16

INDIVIDUAL PRINCIPAL17

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID18

NON-COLLUSIVE AFFIDAVIT19

EXHIBIT A20

SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of Public Works in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

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

D. FILLING OUT BID DOCUMENTS

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

E. SUBMISSION OF BID DOCUMENTS

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

F. OPENING OF BIDS

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

G. ACCEPTANCE OR REJECTION OF BIDS

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

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

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.

All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

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

END OF SECTION

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

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF BID

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. BID EVALUATION

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

END OF SECTION

SECTION III: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid for the term of one (1) year from the Notice to Proceed date, (“Contract Period”).
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County’s Administration Office in writing within sixty (60) calendar days of each subsequent year regarding the Successful Vendor’s decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe.
2. HDPE Double Wall without Bell End Plastic Pipe.
3. No dimple bands, no individual lugs, only bands with angles across width of band or approved equal will be accepted for pipe sizes larger than 18”.
4. All pipes cut to meet size requirements must be re-rolled.
5. All pipe deliveries shall be F.O.B. Destination - Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863.
 - a. Delivery charges shall be included in the bid price.
6. Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

E. GENERAL REQUIREMENTS

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

F. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for delivered goods.

G. QUESTIONS

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

H. AWARD

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

END OF SECTION

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

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "CORRUGATED METAL AND PLASTIC PIPE" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

<u>ITEM</u>	<u>PIPE</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>LENGTH</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL (LENGTH*QTY*UNIT PRICE)</u>
1	GCCMP	12	48"	20'	7	LF	\$	\$
2	GCCMP	12	48"	14'	3	LF	\$	\$
3	BANDS		48"		2	EA	\$	\$
4	GCCMP	12	36"	16'	4	LF	\$	\$
5	GCCMP	14	30"	20'	9	LF	\$	\$
6	BANDS		30"		1	EA	\$	\$
7	GCCMP	14	24"	20'	3	LF	\$	\$
8	GCCMP	14	24"	16'	3	LF	\$	\$
9	BANDS		24"		7	EA	\$	\$
10	GCCMP	16	18"	16'	2	LF	\$	\$
11	GCCMP	16	15"	16'	7	LF	\$	\$
12	GCCMP	16	12"	20'	20	LF	\$	\$
13	GCCMP	16	12"	16'	20	LF	\$	\$
14	GCCMP	16	12"	14'	10	LF	\$	\$
15	GCCMP	16	12"	10'	3	LF	\$	\$
16	BANDS		12"		11	EA	\$	\$

ITEM 9

<u>ITEM</u>	<u>PIPE</u>	<u>GAUGE</u>	<u>DIAMETER</u>	<u>LENGTH</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL (LENGTH*QTY*UNIT PRICE)</u>
17	HDPE Double Wall Plastic		60"	20'	12	LF	\$	\$
18	BANDS		60"		8	EA	\$	\$
19	HDPE Double Wall Plastic		48"	20'	10	LF	\$	\$
20	BANDS		48"		4	EA	\$	\$
21	HDPE Double Wall Plastic		36"	20'	2	LF	\$	\$
22	BANDS		36"		8	EA	\$	\$
23	HDPE Double Wall Plastic		30"	20'	2	LF	\$	\$
24	BANDS		30"		8	EA	\$	\$
25	HDPE Double Wall Plastic		24"	20'	2	LF	\$	\$
26	BANDS		24"		8	EA	\$	\$
27	BANDS		18"		8	EA	\$	\$
28	HDPE Double Wall Plastic		15"	20'	18	LF	\$	\$
29	HDPE Double Wall Plastic		12"	20'	5	LF	\$	\$
<u>TOTAL (INCLUDING ALL PIPE)</u>								

Vendor agrees to deliver within 30 calendar days from the date of order. (Yes)____ (No)____ Check One.

If unable to meet delivery timeframe listed above due to supply chain issues, please indicate a reasonable lead time for delivery. _____ days

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

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

ITEM 9

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

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

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

Sign for Identification

Printed Name

Title

Email

REFERENCES

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

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

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

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

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



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: July 16, 2024
RE: Request to Purchase – Toro Infield Pro 5040

Recreation and Parks is requesting Commissioner approval to purchase a Toro Infield Pro 5040 from Turf Equipment and Supply Company via a cooperative contract through Sourcewell. The total cost of the purchase is \$29,618.94.

Funding in the amount of \$32,000 has been approved in the FY25 budget under account 100.1602.500.9010.070 Capital Equipment Heavy Equipment.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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



July 3, 2024

Mr. Jacob Stephens, Superintendent
Worcester County Recreation and Parks
Email: jstephens@co.worcester.md.us

Dear Jacob,

As requested, I am pleased to quote you the following prices. All prices include full service set up and delivery but no applicable state sales tax and are good through August 31, 2024. Terms are 1% 10 days, net 30 or financed. The pricing uses the current Sourcewell contract 031121-TTC.

1 Toro Infield Pro 5040 with:

- 18 HP B&S Vanguard gas engine
- Three wheel drive
- Front manual push blade
- Mid tool bar with weeder tine toolbar
- Rear drag mat carrier system with steel drag mat
- Two-year/1500 hour warranty

Total \$29,618.94

If you have any questions or need any additional information please don't hesitate to contact me.

Best regards,

Mike Minard, TSPC
Territory Manager

JESSUP
8015 Dorsey Run Rd
Jessup, MD 20794
800.827.3711

WEST CHESTER
16 Hagerty Blvd
West Chester, PA 19382
888.384.8676

FAIRFAX
2825 B & C Dorr Ave
Fairfax, VA 22031
703.573.2977

FRANKFORD
33180 Dupont Blvd
Frankford, DE 19945
302.732.9290

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston S. Young, P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Chris Clasing for*
DATE: July 8, 2024
SUBJECT: Water & Wastewater Division – Sanitary Sewer Overflows
Settlement Payment to MDE

Public Works is requesting Commissioner approval to pay the Maryland Department of the Environment (MDE) a total of \$2,970.00 to settle 4 sanitary sewer overflow (SSO) violation fines that occurred between April 2022 through September 2023. On May 15, 2024, the Department of Public Works (DPW) received a letter from MDE requesting comments or concerns on the 4 different sanitary sewer overflow events that occurred in the Ocean Pines Sanitary Service Area. Public Works responded May 28, 2024 with comments on each of the overflow events, which were all caused by aging pipe material. On July 2, 2024, DPW received the attached letter with an offer to settle for a payment of \$2,970.00 to MDE. Since none of the SSO events were related to weather or contractor error, all were subject to the fine.

Adequate funding to pay the settlement offer is available in Ocean Pines Service Area Account #555.8003.6500.030.

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

Attachments

cc: Chris Clasing, P.E., Deputy Director
Tony Fascelli, W/WW Superintendent
Quinn M. Dittrich, Enterprise Fund Controller



Maryland
Department of
the Environment

Wes Moore, Governor
Aruna Miller, Lt. Governor

Serena McIlwain, Secretary
Suzanne E. Dorsey, Deputy Secretary

JUL 02 2024

CERTIFIED MAIL / ELECTRONIC MAIL

Dallas Baker Jr., P.E., Director of Public Works
Worcester County
6113 Timmons Road
Snow Hill, MD 21863

**Re: Worcester County Sanitary Sewer Overflows, AI# 31416
Compliance/Enforcement Assessment, Offer to Settle**
[Response Requested within 14 days]

Dear Mr. Baker:

The Maryland Department of the Environment, Water and Science Administration, Compliance Program (Department) has reviewed the email correspondence dated May 28, 2024 submitted by Mr. Tony Fascelli, Superintendent of Water & Wastewater Department for the Worcester County Department of Public Works, and the reports of sanitary sewer overflows (SSOs) submitted by Worcester County (County) pursuant to Code of Maryland Regulations (COMAR) 26.08.10 for the period of January 2022 through December 2023. The Department has determined that four (4) unlawful discharges to the ground surface or waters of the State occurred from the County's sanitary sewer collection system, in violation of Section 9-322 of the Environment Article, *Annotated Code of Maryland* and regulations promulgated thereunder.

Please be advised that the Department is authorized, in accordance with the provisions of Section 9-342 of the Environment Article, to seek administrative penalties of up to \$10,000 per day up to a maximum of \$100,000 and civil penalties of up to \$10,000 per day for water pollution violations. After careful consideration of the facts regarding this matter and the statutory factors that we must consider in assessing penalties, the Department has determined that the County could be liable for the maximum civil penalty under the law for each reported sanitary sewer overflow. **However, prior to filing a formal enforcement action in this case, in an attempt to provide a timely and equitable resolution to this matter, the Department is offering Worcester County an opportunity to settle, without admission of liability or concession, with a penalty payment in the amount of \$2,970.**

The Department requests that you notify Mr. Arno Laud, Deputy Program Manager, Compliance Program at (410) 537-3510 or by email at mde.wsaenforcement@maryland.gov **within fourteen (14) days** if the County wishes to settle this matter. Upon mutual acceptance of this settlement offer, an invoice payable to the Maryland Department of the Environment will be mailed to you under separate cover. If payment is made in accordance with the conditions established herein, this matter will be considered resolved and the County will be released from further penalty liability for the aforementioned violation(s).

Mr. Dallas Baker, Jr. AI# 21846

If the County declines or fails to respond within the next fourteen (14) days, the Department shall consider this settlement offer withdrawn and the case will be referred to the Office of the Attorney General for formal enforcement action.

Please be advised that payment of a penalty in this case will not obviate the need for the County to perform appropriate corrective actions to prevent further unlawful discharges resulting from overflows. The occurrence of additional overflows may result in the Department's issuance of an enforcement action that will require improvements to prevent sanitary sewer overflows and assess additional penalties.

The Department is hopeful that this matter can be resolved promptly.

Sincerely,



Andrew Gosden, Program Manager
Compliance Program
Water and Science Administration

AKG:bpl
Enclosure

cc: Chris Clasing, P.E., Deputy Director of Public Works
Gary Serman, Service Area Supervisor, Worcester County
Jeff Tingle, Service Area Supervisor, Worcester County
Tony Fascelli, Superintendent, Worcester County

ITEM 11

Worcester County SSOs Jan. 2022 through Dec. 2023

Date	Location	Gallons	Cause	Penalty
4/16/2022	1230 Ocean Parkway	3,000	Cracked section of 6 inch force main.	\$1,114
10/20/2022	1078 Ocean Parkway	100	Cracked 6 inch sdr-21 force main.	\$371
3/7/2023	9 Offshore Lane	60	12 inch crack on the bottom of force main.	\$371
9/15/2023	1202 Ocean Parkway	1,000	6 inch sdr21 pipe split the whole length of the pipe.	\$1,114

SSOs penalty: \$2,970

TODD A. FERRANTE
PresidentWILLIAM E. BUCHANAN
Vice-President

KATIE A. ADDIS

JON M. ANDES, Ed.D.

WILLIAM L. GORDY

ELENA J. MCCOMAS

DONALD C. SMACK, SR.



The Board of Education of Worcester County
 6270 Worcester Highway | Newark, Maryland 21841
 Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

June 25, 2024

Administration
 LOUIS H. TAYLOR
 Superintendent of Schools
 C. DWAYNE ABT, Ed.D.
 Chief Operations & Human Relations
 Officer
 DENISE R. SHORTS
 Chief Academic Officer, Gr. PK-8
 VINCENT E. TOLBERT, CPA
 Chief Financial Officer
 ANNETTE E. WALLACE, Ed.D.
 Chief Safety & Academic Officer, Gr. 9-12

Mr. Anthony W. Bertino, President
 Worcester County Commissioners
 Worcester County Government Center
 One W. Market Street, Room 1103
 Snow Hill, Maryland 21863

Dear President Bertino:

I am writing to provide you information concerning State and local funding for the Snow Hill Middle School/Cedar Chapel Special School Roof Replacement project and to request a reallocation of local funding.

On April 2, 2024 we appeared before you to request approval of the Garland/Apex Business Solutions, LLC \$4,915,067.00 bid to execute the roof replacement project. On March 1, 2024, the Interagency Commission on School Construction (IAC) had preliminarily approved \$2,045,475.00 of State funding for the project. Due to the fact that the project bids were higher than our estimate, we requested reallocation of \$875,641.30 of the previously approved \$1,200,000.000 of FY23 County Assigned Funds for replacement of eleven HVAC rooftop units at Pocomoke Elementary School to the Snow Hill Middle/Cedar Chapel Special School Roof Replacement project. The Commissioners approved this request at their April 2, 2024 meeting which allowed us to proceed with the roof replacement project and to replace three HVAC units at Pocomoke Elementary School with the remaining FY23 County Assigned Funds.

We contacted the State Interagency Commission on School Construction and submitted a request for an additional \$472,059.00 of State funding for the Snow Hill Middle/Cedar Chapel Special School project based on the high bids we received. On May 1, 2024, the Interagency Commission on School Construction released the final FY 2025 Capital Improvement Program (CIP) funding allocations. The final State allocation for the Snow Hill Middle School/Cedar Chapel Special School roof replacement project was increased to \$2,517,534.00; a \$472,059.00 increase above the \$2,045,475.00 State funding projection in March.

This increase in State funding for the roof replacement project reduced the amount of funding we required from the Pocomoke Elementary rooftop HVAC project from \$875,641.30 to \$403,582.30. Since the \$1,200,000.00 FY23 County Assigned Funds were originally provided for HVAC replacement at Pocomoke Elementary School, we are requesting your authorization to utilize the funding balance of \$472,059.00 to replace an additional 3-4 HVAC rooftop units at Pocomoke Elementary School.

We thank you for your continued support of our school construction program and are available to answer any questions you may have concerning this request.

Sincerely,

Louis H. Taylor
 Superintendent of Schools

LT:jjp

cc: Board of Education Members
 Mr. Weston Young



Worcester County Administration

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

TO: Worcester County Commissioners
 FROM: Charlene Sharpe, Legislative Analyst
 DATE: July 8, 2024
 RE: Solar

As more farmers consider alternatives for land that has historically been used for agriculture, the commissioners expressed an interest in learning more about solar in Maryland and how local oversight plays into the approval process.

Staff reached out to lobbyist Paul Ellington of State and Local Advisors as well as Dominic Butchko, associate policy director for the Maryland Association of Counties. Both are scheduled to attend the July 16 meeting to answer questions and share insight on how solar is regulated in Maryland. Attached is an article MACo published last fall addressing the state's renewable energy goals and the associated challenges.

Currently, county code permits utility scale solar energy systems in the A-1, A-2, E-1, V-1, C-1, C-2, I-1 and I-2 districts with a minimum lot area of 50 acres. While proposed utility scale systems are reviewed by the planning commission and the county commissioners, the Maryland Public Service Commission (PSC) has ultimate authority on projects above 2 megawatts, and this authority has been affirmed by the Maryland courts.

Last fall, the Maryland Department of Agriculture (MDA) hosted a "Agri-Solar Summit" and presenters touched on the review process for solar arrays, the concept of agrivoltaics arrays (combining solar panels with agriculture on a shared site) and the decommissioning process. According to presentations during the summit, projects above 2 megawatts require a Certificate of Public Need and Necessity (CPCN) granted by the PSC. The CPCN process does require notice to local governing bodies and public hearings. The Power Plant Research Program looks at about 70 factors (including cultural, rare species, wetlands, environmental justice, jobs and glare) and can reportedly impose conditions with approval. A decommissioning plan is part of the PSC process through the CPCN. That plan is reportedly reviewed every five years to make sure costs are still in line.

The Maryland Department of Planning (MDP) has a website addressing solar facility siting. According to MDP, local governments must "work within the statutory framework that establishes that only the Maryland Public Service Commission, not local government applying local land use and zoning ordinances, has the authority to approve generation facilities."

Nationwide, organizations like the American Farmland Trust suggest state governments should invest in research to identify preferred solar sites and then incentivize development on those sites while disincentivizing solar in priority agriculture areas. They also suggest permitting authorities require economic studies examining the impacts of arrays that would take key farmland out of production. Compensatory mitigation fees could also be used to require developers to pay a per-acre mitigation fee to minimize conversion of prime farmland. Jurisdictions could also limit solar by allowing it only on land with certain soils (those not best suited for agriculture). Land protected under conservation easements cannot be utilized for solar projects.

The Maryland Farm Bureau (MDFB) reports that solar siting on prime farmland has been an issue of concern for the past several years. Specifically, “MDFB opposes community or commercial solar energy facilities being built on class 1 and 2 agricultural soils.” The organization also wants to “encourage that publicly owned lands, brownfield, rooftops, parking lots, and urban areas be utilized to assist with the clean energy mandate in lieu of farmland.”

Maryland’s land conservation goals are conflicting with the ambitious renewable energy targets of Gov. Moore’s administration, according to Director of Environmental Programs Bob Mitchell. The Maryland Department of Natural Resources just announced that the state has met its goal of preserving 30% of land, with almost half of that in agricultural lands. Their next goal is 40% preservation of land by the year 2040. At the same time, solar demands significant acreage to meet the state’s renewable energy goals. Mitchell said the state seeks to increase the contribution of renewable energy to the electricity mix through Maryland's Renewable Portfolio Standard (RPS), which requires 50% of overall electricity generation sales in Maryland to be met by renewable energy resources by 2030 and 100% by 2035 with net-zero emissions by 2045. Mitchell said that as part of the RPS, Maryland has the largest solar carve-out in the country, at 14.5% by 2028, and a separate carve-out for 1,200 megawatts of new offshore wind, also by 2030, on top of the 368 megawatts of offshore wind authorized by the PSC in 2017.

Worcester County is experiencing tremendous pressure on the county’s agricultural landowners as the solar lease offers are increasing. This availability of farmland at a reasonable cost will result in a disproportionate amount of solar farms displacing agriculture in rural Maryland where land prices are much lower than in suburban counties.

Is Virginia’s Solar Taxation Model Right for Maryland?

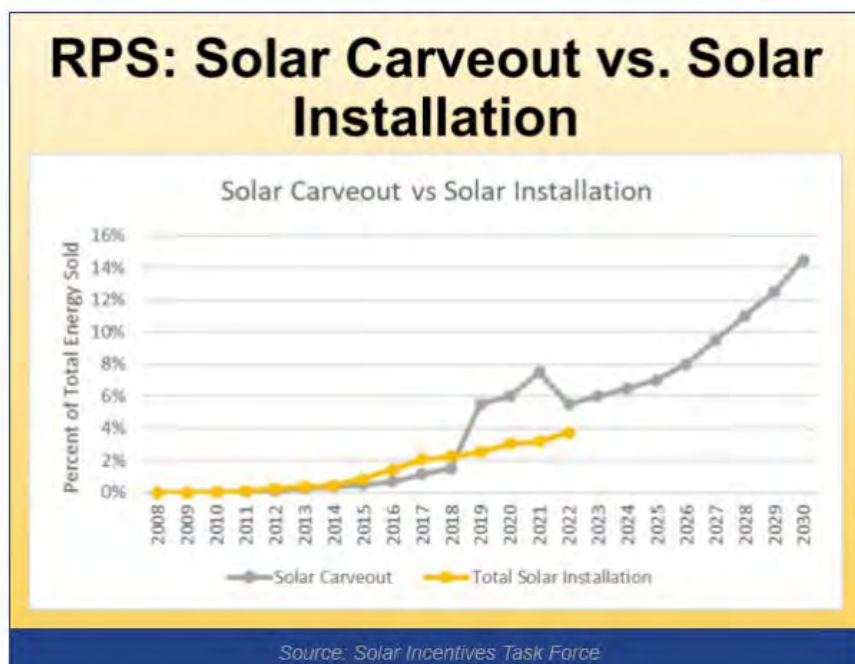
- Post author: [Kevin Kinnally](#)
- Post published: November 16, 2023
- Post category: [County News](#) / [Feature](#) / [News You Can Use](#) / [Planning and Zoning](#) / [Policy Deep Dive](#) / [Taxes and Revenues](#)

This article is part of MACo’s Deep Dive series, where expert analysts explore and explain the top county issues of the day. A new article is added each week – [read all of MACo’s Deep Dives](#).

As Maryland races to meet its goal of 100 percent renewable energy by 2035 and achieving net-zero greenhouse gas emissions across the state’s economy by 2045, there is mounting pressure to ramp up clean energy production.

Maryland has quadrupled its solar energy capacity from 258 to 1,000 megawatts (MW), and there is significant pressure to increase solar energy generation even further. In addition, counties face tremendous pressure on land use issues, from solar development to affordable housing to new and evolving agriculture.

While there are several renewable energy sources — including sunlight, wind, biomass, geothermal heat, and more — Maryland’s Renewable Portfolio Standard (RPS) requires that renewable sources generate specified percentages of Maryland’s electricity supply each year, including a solar carve-out at 14.5 percent by 2028.



And as much as solar power has popped up in suburban neighborhoods rooftop by rooftop in recent years, the real growth in solar worldwide has been in larger “farms” where electricity is generated and sold to utilities. This formula may help promote renewable energy, but it’s not always the best land use.

This year, the Maryland General Assembly established the [Task Force to Study Solar Incentives](#) to study and recommend tax policies to ramp up solar development across the state. The Task Force, staffed by the Maryland Energy Administration, includes three MACo representatives representing rural, suburban, and urban counties.

As the Task Force works to finalize its recommendations before its December reporting timeline, much of the discussion centers around adopting a Virginia-like tax model to incentivize solar development on rooftops, brownfields, and other already developed or degraded land rather than agricultural land.

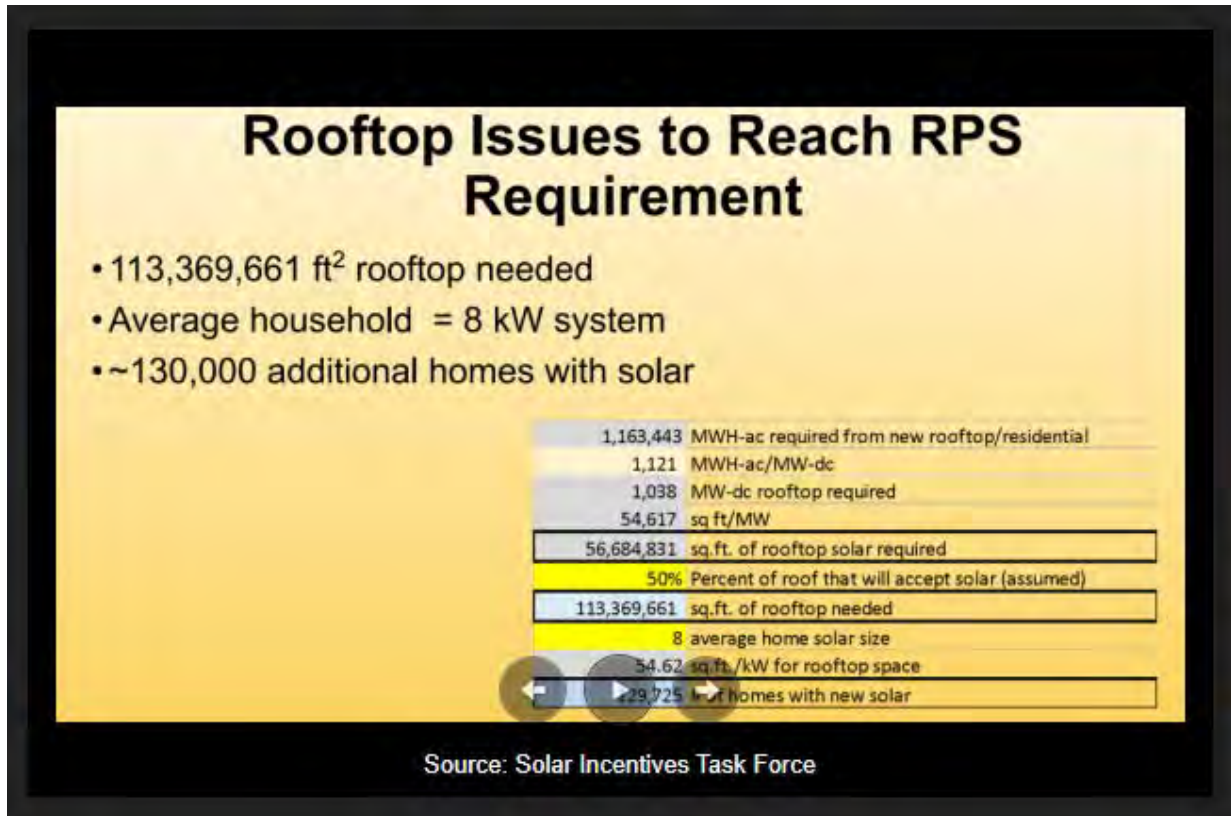
Still, meeting Maryland’s RPS goal for solar energy will require more than 12,000 acres of land (over 7,000 acres of farmland) and an additional 130,000 homes with rooftop solar panels.

Land Use to Reach RPS Requirement

- Assume ~4 acres/MW-dc solar
- 12,215 acres of land required
- 7,329 acres of farmland

58,165,000	Energy (MWH-ac) used in state in 2028*
53,151,000	MWH-ac 14.5% solar carveout (major utilities)
5,014,000	MWH-ac 2.5% solar carveout (coops)
7,832,245	Solar energy (MWH-ac) required by RPS
1,798	Solar capacity (MW-dc) in MD as of 12/31/2022
1,121	(MWH/MW) for existing solar
2,015,028	Energy (MWH-ac) from existing solar
5,817,217	Energy (MWH-ac) required from new solar
80.00%	Ground mounted percentage (assumed)
4,653,774	MWH-ac from ground mounted solar
1,524	(MWH-ac/MW-dc) for new solar
3,054	MW-dc required from new ground mounted solar
4	Acres per MW-dc
12,215	Acres of land required for new land based solar
60%	Agricultural land percentage (assumed)
7,329	Acres on agricultural land

Source: Solar Incentives Task Force



Maryland Solar Tax Incentives — The Current Landscape

While Maryland's local governments have the authority to impose personal property taxes on solar photovoltaic property, Maryland offers many incentives for solar development.

Maryland Solar System Sales Tax Exemption

All taxpayers in Maryland are exempt from paying sales tax on solar equipment. Solar energy equipment may include equipment that uses solar energy to heat or cool a structure, generate electricity for use in a structure, or provide hot water for use in a structure.

Maryland Renewable Energy System Property Tax Exemption

While most home improvement projects — like an inground pool — would raise a homeowner's annual property taxes, Maryland residents do not have to pay taxes on the value added to their property due to a solar or wind renewable energy system.

Local Property Tax Credits and Incentives

Several counties offer property tax credits and other incentives for homeowners who use solar energy for heating and cooling, water heating, and electricity generation.

Community Solar Property Tax Exemption

Specified community solar energy systems are exempt from personal property taxes.

Community solar is used in at least 20 states to allow households unable to install solar panels on their roofs to participate in solar energy. These projects are small- to mid-scale solar facilities typically located on private land, commercial rooftops, landfills, industrial sites, and other preferred areas near the utility customers they're intended to serve.

Maryland law exempts eligible community solar systems from the county or municipal personal property tax for each taxable year in which the property continues to meet eligibility requirements. A county or municipality may not accept an application for the exemption after December 31, 2025.

Utility-Scale Solar

As the demand for solar energy increases, large utility-scale operations threatening farmland and forests are being proposed across the state. Under current law, Maryland preempts local land use decisions for solar projects over 2MW. While Maryland's Public Service Commission must give "due consideration" to local planning and zoning, local governments have no say over the siting of utility-scale solar projects.

Local governments can impose personal property taxes on utility-scale solar photovoltaic property or negotiate payment in lieu of taxes (PILOT) agreements with solar developers to compensate for some or all of the property tax revenue lost due to tax abatement.

The Virginia Model

In Virginia, localities are authorized to impose a machinery and tools tax (similar to Maryland's business personal property tax) on solar photovoltaic property.

Local concerns that financial incentives offered to solar developers, like a reduction in local M&T tax payments, were building the state's solar portfolio at the expense of local government revenues have led to legislation enacted in recent years that aims to make large-scale solar projects more attractive to local governments. The legislation creates multiple pathways for local governments to ensure fair taxation/revenue sharing for solar projects.

Revenue Share / Local Option by Ordinance for Solar Projects

Virginia offers local governments the option to adopt an energy revenue share ordinance to assess a revenue share of up to \$1,400 per megawatt capacity (with a multi-year escalator to keep up with inflation). It includes “energy storage systems” (typically large-scale chemical battery installations) equipment per MW of storage capacity. This model is meant to provide solar developers and local governments with consistency and predictability in tax policy.

For example, in 2026, the \$1,400 could be adjusted to \$1,540 per MW and similarly in subsequent 5-year intervals.

Year	Tax per MW
2026	\$1,540
2031	\$1,694
2036	\$1,863
2041	\$2,050
2046	\$2,255
2051	\$2,480
2056	\$2,728
2061	\$3,001

Source: Virginia Association of Counties (VACo)

The escalator addresses the diminishing value of the dollar due to inflation, thereby providing an added incentive to adopt the energy tax rather than M&T.

If a locality adopts a revenue share ordinance, regulated solar projects greater than 5 megawatts are entitled to a 100 percent machinery and tools tax exemption (as opposed to the 80 percent exemption that is currently available). In addition, no ordinance may apply retroactively to any project for which an application was filed on or before July 1, 2020, except by agreement.

Extension of M&T Exemption for Solar Projects

For local governments wishing to keep the current machinery and tools tax on solar equipment, Virginia extends the 80 percent exemption for solar projects from machinery and tools tax assessments from January 1, 2024, until June 30, 2030.

The statute also changes the date the exemption is triggered to the date the application is filed with the locality. In addition, it creates a “step-down” schedule that decreases the 80 percent exemption to 60 percent for solar projects for which an interconnection request was filed after January 1, 2019.

Siting Agreements for Solar Projects or Energy Storage Projects

This provision allows local governments to negotiate siting agreements with solar developers that can include incentives related to broadband or other projects in the local budget or capital improvement plans. For example, it allows them to negotiate siting agreements that can benefit the community through revenue sharing.

A Maryland Twist on the Virginia Model?

While solar tax incentives are beneficial, it remains unclear whether more subsidies would outweigh regulatory hurdles in ensuring Maryland meets its goals for solar energy generation, as [delays in the interconnection process](#) are hindering the timely approval and implementation of renewable energy projects.

Still, one idea emerging from the Task Force to Study Solar Incentives is exempting *all* rooftop solar from local business personal property taxes. In exchange, the State would guarantee local revenue from utility-scale projects through a predictable and stable revenue-sharing model. This policy proposal aims to incentivize more rooftop solar (thereby protecting more farmland and forests from solar development) while protecting local revenue sources for large-scale ground-mounted solar projects.

If the Task Force approves the proposal, it will likely be included in legislation during the 2024 legislative session. Accordingly, MACo will review such legislation and its impact on Maryland’s counties. If appropriate, MACo’s Legislative Committee, which includes local elected officials from every jurisdiction, will take a position on the proposal and its potential impact on local revenues.

The Bottom Line

County governments will continue working with policymakers and stakeholders to balance the need to reach clean energy targets while protecting local revenues and ensuring local input on large solar projects so communities can help guide their historical, agricultural, and residential character.



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL:410.632.5610
www.co.worcester.md.us/departments/it

To: Weston Young, Chief Administrative Officer

From: Brian Jones, Director of IT

Re: Broadband Grant 50/50 Split

Date: June 24, 2024

At the commissioners meeting dated March 17th, commissioners unanimously approved the allocation of \$1,000,000 for expanding broadband services in Worcester County.

Following the decision, I have engaged in discussions with Choptank Fiber and Talkie Fiber regarding a collaborative plan to enhance their service coverage in their respective areas. Under this proposal, I asked that each ISP not to exceed \$500,000 unless they will cover the overage out of their own pockets. It was understood that the county would not exceed the allocated amount of \$1,000,000. This initiative aims to extend internet access to currently underserved areas, significantly benefiting residents who lack connectivity.

To facilitate this project, I have requested detailed information from both companies regarding the specific unserved areas they intend to cover. This includes projections on the number of households that will gain access and the extent of fiber optic infrastructure to be installed.

Here is a short breakdown to show the number of homes passed, length of fiber and costs.

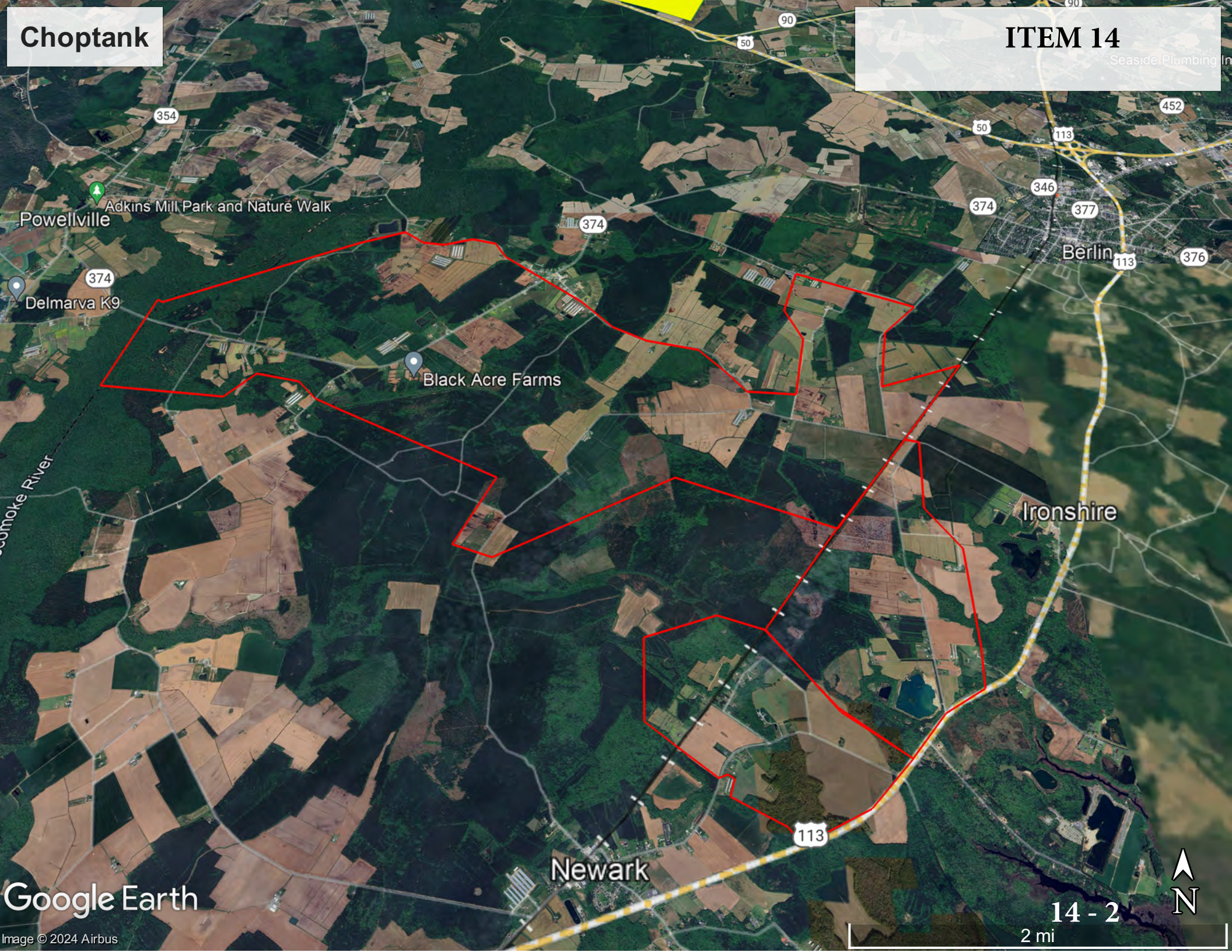
ISP	Homes Passes	Their Cost	Our Cost	Fiber Miles
Choptank	80	\$500,000	\$500,000	13
Talkie	98	\$596,969	\$500,000	18.99

I have attached maps and relevant data illustrating the anticipated coverage and infrastructure expansion for each ISP's proposed project. Please note that none of the difficult to serve areas are covered by any grants to date. Please review the attached materials and let me know if there are any further actions or decisions required.

Choptank

ITEM 14

Seaside Plumbing In



Powellville Adkins Mill Park and Nature Walk

Delmarva K9

Black Acre Farms

Ironshire

Newark

Google Earth

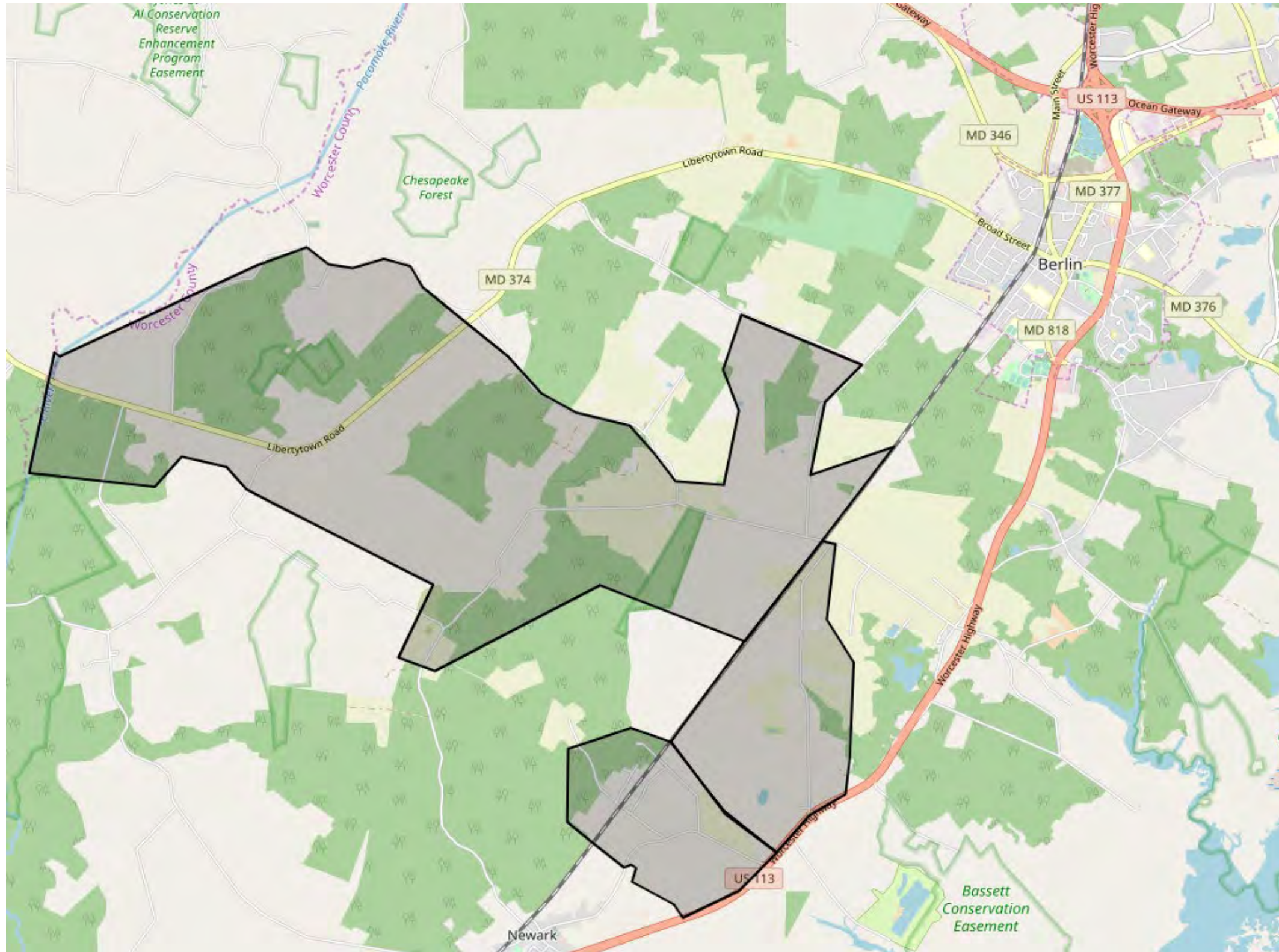
Image © 2024 Airbus

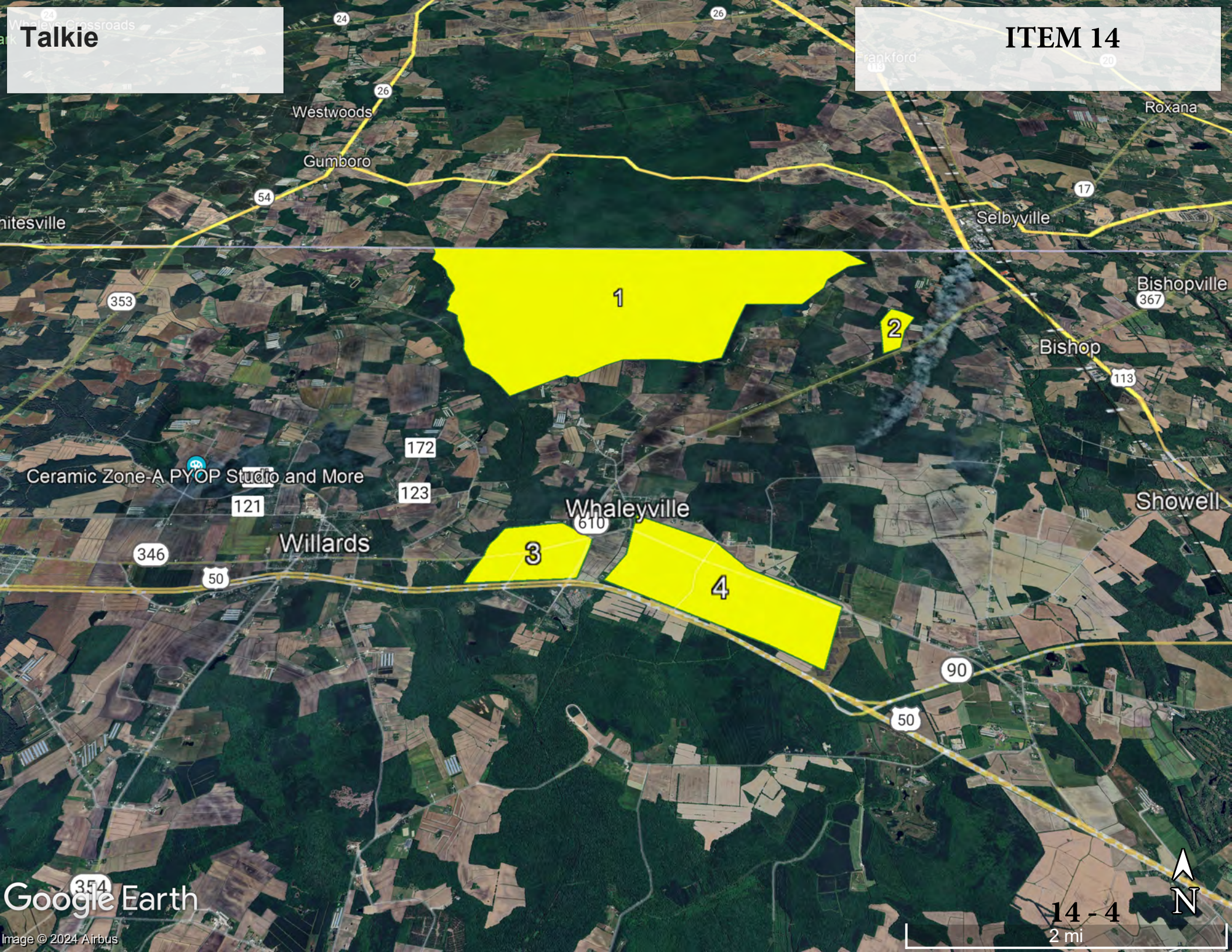
14 - 2
2 mi



Choptank Proposed Build in Worcester County June 2024

Project Name	Estimated Construcion	Estimated Passings	Technology	Time to Completion	Materials Status
Liberty Town Rd Area	13 Miles	80	Fiber to the home (FTTH), XGS-PON (10 Gig Capable Network)	Less than 1 yr from agreement signing	On Hand





Whitesville
Westwoods
Gumboro

Frankford
Selbyville
Roxana

353
54
24
26
172
123
121
346
50

Bishopville
367
Bishop
113

Ceramic Zone-A PYOP Studio and More
Willards

Whaleyville
610

Showell



98 h
100,270 ft
middle

Schedule F-2

Project Construction Budget

Blue

Budget Category Budget Line Item	Unit	No. of Units	Unit cost	Total	Grant	Match	Other Funding *	Description
BROADBAND NETWORK								Note: These items are general in nature, applicants should modify as required to describe their specific project.
Electronic Equipment (cabinets, switches, routers, wireless radios, etc.)								
FDH (TII) Distribution Cabinet including Splitters	EA	1	3000	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00		LCP GEN III Series OptiTECT LCP 432 Fiber
PFSA/Last Mile Outside plant (fiber, coaxial, copper, etc.)								
Fiber interconnect - including slack loops,	LF	110,297	1	\$ 110,297.00	\$ 55,148.50	\$ 55,148.50		Fiber
Conduit	LF	100,270	0.4	\$ 40,108.00	\$ 20,054.00	\$ 20,054.00		1) 2 inch or 2) 1.25" Orange Conduit
Tracer wire 12 Gauge	LF	100,270	0.08	\$ 8,021.60	\$ 4,010.80	\$ 4,010.80		Orange Tracer wire
Mule Tape	LF	100,270	0.02	\$ 2,005.40	\$ 1,002.70	\$ 1,002.70		Mule Tape and Lube to pull fiber
Vaults	EA	130	350	\$ 45,500.00	\$ 22,750.00	\$ 22,750.00		T15-t22 vaults , Box placement, stone, tracer
Terminals	EA	78	150	\$ 11,700.00	\$ 5,850.00	\$ 5,850.00		4 port Optitape terminals
Boring	LF	100,270	7	\$ 701,890.00	\$ 350,945.00	\$ 350,945.00		Drilling Labor
Fiber pulling including slack loops	LF	110,297	1	\$ 110,297.00	\$ 55,148.50	\$ 55,148.50		fiber pulling
splice enclosure	EA	36	300	\$ 10,800.00	\$ 5,400.00	\$ 5,400.00		* additional \$150.00 per case build out=5,400
splice enclosure Labor to build	EA	36	150	\$ 5,400.00	\$ 2,700.00	\$ 2,700.00		
Adtran Gpon/xgsPon	EA			\$ -	\$ -	\$ -		Adtran TA5000 with cabinet and pad
CO Router, Switches	EA							Juniper routers and switches.
Splice Labor	EA	292	35	\$ 10,220.00	\$ 5,110.00	\$ 5,110.00		Fiber Splicer
Middle Mile/Interconnection Outside plant - (fiber, coaxial, copper, etc.)								
Middle Mile/Interconnection Outside plant	LF	0						All in middle mile. Includes HDD, Conduit, Tracer, Handlolds, Terminals, fiber pulling, splicing, splice case etc
Railroad Crossing Fees	EA	0						Permit fees for Railroad crossing
Customer Drops								
Fiber Drop and Inside wire	EA	68.6	150	10,290.00	\$ 5,145.00	\$ 5,145.00		70% take rate Corning opti tap terminal and coring clear curve
Labor to install drop	EA	68.6	250	17,150.00	\$ 8,575.00	\$ 8,575.00		70% take rate, in house labor 3 employees to bury the fiber. 1 employee to install the service
Customer premises equipment								
Adtran 411e/611/401	EA	68.6	150	10,290.00	\$ 5,145.00	\$ 5,145.00		Adtran ONT
Towers - new or upgraded								
New towers constructed must be owned by applicant								
Provide description of tower, study or structural improvement to be funded	EA							Not Grant Eligible
								Not Grant Eligible
Buildings – new construction or renovation								
Provide description of building purchase or improvement to be funded	EA							Not Grant or Match Eligible
								Not Grant or Match Eligible

ITEM 14

Bandwidth Costs								Not Grant Eligible
<i>Provide the credit being provided by MDBC for the use of their infrastructure</i>	LS							Not Grant Eligible
								Not Grant Eligible
Engineering								
<i>Engineering costs must be tied to a Funded Capital Asset</i>	LF	0	0	0.00	\$	-		
<i>Add lines as necessary to provide a full construction budget for the constructed network</i>								
Total Broadband System				1,096,969.00		548,484.50	548,484.50	0.00
<u>OTHER CONSTRUCTION RELATED COSTS</u>								
<i>Provide a complete description of Other construction related costs</i>								
Total Other Costs				0.00		0.00	0.00	0.00
<u>SUMMARY OF EXPENDITURES</u>								
Broadband Network				1,096,969.00		548,484.50	548,484.50	0.00
Other				0.00		0.00	0.00	0.00
TOTAL PROJECT CONSTRUCTION COSTS				1,096,969.00		500,000.00	596,969.00	0.00

* to be used for ineligible items necessary for the project



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: July 16, 2024
RE: Request to Purchase – 2025 Kenworth T880 Tractor Daycab

Public Works is requesting Commissioner approval to purchase a 2025 Kenworth T880 Tractor Daycab from All Roads Trucks via a cooperative contract through Sourcewell. The total cost of the purchase is \$195,567, representing a savings of \$63,445 through Sourcewell. The purchase will replace the county's current operation of a 1991 Tractor Daycab (#108).

Funding has been approved in the FY25 Roads Division budget under account 100.1202.9010.010 Capital Equipment New Vehicles in the amount of \$486,592.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

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

June 28, 2024

**ALL ROADS
TRUCKS**



All Roads Truck Group

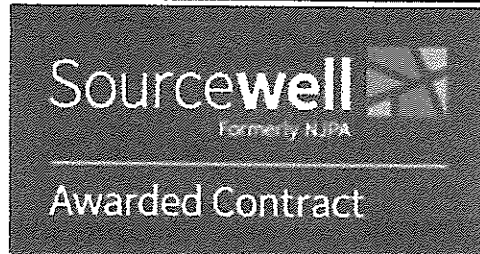
Worcester Co. DPW Roads Div.
5764 Worcester Hwy
Snow Hill, MD 21863
Attn: Kevin Lynch
klynch@co.worcester.md.us

Steve Abbott
410-430-5804
sabbott@allroadstrucks.com

Sourcewell Contract 060920-KTC
Kenworth Trucks
T880 Daycab Tractor



Model	Description	List Price	Sourcewell Price
T880	2025 Kenworth T880 Tractor Daycab Specs & Pricing is based on Quote # QUO-1003149-V3B1X1 Engine: Cummins X15 500hp 1650 torque Trans: Eaton 8LL manual Chassis List Price = \$259,012 x .655 = Sourcewell Price \$169,653.00 <i>Upcharge \$2000 Total Sourcewell \$171,653</i>	\$259,012	\$171,653.00
	Sourcewell Program Options Priced per Contract		Sourcewell Price
Hydraulics	Wetline Kit Installed for Lowboy Trailer \$9000 x 5% = \$9,450		\$9,450.00
Ext Warranty	Basic Vehicle Warranty 2yr/100k miles \$560 x 5% = \$588.00		\$588.00
Ext Warranty	Engine Warranty 7yr/200k miles \$3495 x 5% = \$3670.00		\$3,670.00
Ext Warranty	Engine Aftertreatment 7yr/200k miles \$1360 x 5% = \$1428.00		\$1,428.00
Delivery & ETC	Freight from Plant ,Fuel,Storage/ Flooring,Detail,Local Delivery,Dealer Fees		\$8,528.00
	Total Sourcewell Price Delivered to : Worcester County Yard		\$195,567.00



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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: July 10th, 2024
SUBJECT: Speed Limit Change

Public Works is requesting Commissioner approval to lower the speed limit on the County owned portion of Flower Street from 30 mph to 25 mph. The Town of Berlin recently lowered their portion of Flower Street to 25 mph based on data obtained through a speed camera study and implementation process. Berlin has requested the County lower our portion to match the Town's to provide consistency and continued safety for all who travel along Flower Street (see attached). Public Works is in agreement with this request.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
 Kevin Lynch



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

Mayor

Zack Tyndall

July 9, 2024

Vice President

Dean Burrell

Hon. Anthony "Chip" Bertino, President
Worcester County Commissioners
1 Market Street, Room 1103
Snow Hill, Maryland 21863

Council Members

Steve Green

Jay Knerr

Shaneka Nichols

Jack Orris

President Bertino,

Town Attorney

David Gaskill

We hope this letter finds you well. The Town of Berlin is writing to formally request that the speed limit on Flower Street be reduced to 25 mph within the portion maintained by Worcester County.

Town Administrator

Mary Bohlen

Based on data obtained through the recent study and implementation process of speed cameras along Flower Street, the Town of Berlin has found it necessary to lower the speed limit to 25 mph within the town limits. The Mayor and Council made this decision to enhance safety for our residents and visitors.



However, it has come to our attention that the portion of Flower Street within Worcester County's jurisdiction remains at 30 mph. For the sake of consistency and the continued safety of all who travel along Flower Street, we kindly request that the speed limit on the County-maintained portion also be reduced to 25 mph.

Attached to this letter is a map that clearly identifies the section of Flower Street maintained by Worcester County. Aligning the speed limits across the entire length of Flower Street will create a safer and more predictable driving environment.

Thank you for your attention to this important matter. We look forward to your favorable response and are available to discuss this request further at your convenience.

Respectfully,

Mayor Zack Tyndall
Town of Berlin, Maryland
MayorZack@berlinmd.gov
(410) 641-3858

CC:
Town of Berlin Councilmembers
Worcester County Commissioners

ITEM 16





Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: July 3, 2024
RE: Grant Forgiveness Request

We are seeking approval from the commissioners to submit a request to the Maryland Department of Housing and Community Development for forgiveness of the restaurant grant associated with Dockside in Pocomoke City. This request is supported by the city and would free up the county staff time currently dedicated to the grant's monitoring and reporting requirements.

Three different operators have failed to meet the job creation goals associated with the grant which leads staff to believe the initial targets were unrealistic. After tracking this grant for 12 years we are asking the state to work with us to find a way to bring this grant to a close. We are coordinating this request with Pocomoke City leadership, as the city is the subrecipient.



Worcester County Administration

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

July 2, 2024

Director Cindy Stone
Office of Community Development Programs
Maryland Department of Housing & Community Development
7800 Harkins Road
Lanham, MD 20706

RE: CDBG Grant No: MD-09-ED-70
Pocomoke Restaurant Grant

Dear Ms. Stone,

We are writing today because Worcester County would like to respectfully request forgiveness of the MD-09-ED-70 grant. We're reaching out to you following a discussion with Secretary Day during his recent visit to Worcester County regarding the challenge keeping up with this grant has posed.

On September 1, 2008, Worcester County was awarded a \$525,000 Community Development Block Grant. The majority of the grant, \$500,000, was for construction of the restaurant and the remaining \$25,000 was to be used for general administration of the grant. On February 1, 2012, an amendment was made to the original grant which brought the total grant to \$623,000. The additional funding provided in the amount of \$98,000 was for the purchase of kitchen equipment.

Since the date of the restaurant first opening in July 2012, there have been three leases with the following operators:

June 2012 through September 2017 – Riverside Grille

December 2017 through January 2019 - Mallards

April 2019 through current date – Dockside

Each restaurateur has struggled with meeting the CDBG National Objective of benefiting low- and moderate-income persons through job creation. The grant calls for 35 full-time permanent jobs with 18 going to low to moderate income employees. After years of inability to meet the national objective, a consensus is that the national objective numbers submitted with the grant application were inadvertently inflated. Despite the attempts of three different operators, the restaurant has been unable to meet the grant's employment goals over the past 12 years. The highest employee numbers since the grant agreement was executed occurred during the first 6 months of the restaurant opening in 2012. Since that time period, there has been a decline in the number of jobs created. It is anticipated that those numbers will not be attainable by any lessee at this property.

In addition to the fact that none of the officials who initially applied for the CDBG funding are involved at this point, the County has struggled with obtaining job creation forms from each of the lessees and has had difficulty gathering the data needed for the semi-annual reporting to CDBG. Furthermore, the \$98,000 in kitchen equipment is past its useful life after 12 years and has had numerous repairs.

We look forward to hearing from you as to the best course of action to bring this grant to a close.

Sincerely,

Anthony W. Bertino, Jr.
President

cc:
Pocomoke City Manager John Barkley

DRAFT



Worcester County Administration

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

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: July 3, 2024
RE: Property Tax Assessment Appeals Board appointments

We have been contacted by the Governor's Office of Appointments and asked to submit nominees for the Worcester County Property Tax Assessment Appeals Board. While they initially said we had three vacancies, the board's alternate has been appointed as a member so the board now has two vacancies—one member position and one alternate position. The state has asked that the county submit at least six names for vetting. Board positions pay \$30 an hour and the board meets in Snow Hill though the frequency of the meetings depends on the number of appeals received. Job description is attached.

Job Description for Property Tax Assessment Appeal Board Members

As a member of a local Property Tax Assessment Appeal Board, he/she hears testimony on appeals concerning;

- 1) real property values and assessments;**
- 2) credits for elderly or disabled renters under §9-102 of Article-Tax-Property;**
- 3) credits for homeowners under §§9-104 and 9-105 of Article-Tax-Property;**
- 4) credits for elderly or disabled homeowners under §9-101 of Article-Tax-Property;**
- 5) credits authorized under §9-222 of Article-Tax-Property for real property leased to a religious group or religious organization;**
- 6) the value of easements under §2-511 of the Agriculture Article; or**
- 7) the rejection of an application for a property tax exemption as provided by §7-103 and Title 14, Subtitle 5 of this article.**

After hearing testimony on a case before the board a member must determine whether the decision made at the Supervisor's level hearing is affirmed or revised. This decision shall be made based on the testimony provided to the board member by the parties before the board.

After deliberation, the board shall issue an order that sets forth its determination of any matter before it. Two members of the board shall sign the order.

Members must be available to sit for hearings during the week.

****Metropolitan Counties (Anne Arundel County, Baltimore City, Baltimore County, Prince George's County, & Montgomery County):**

Members will sit on an as needed basis. Due to the volume in the Metropolitan Counties, members must be available to sit for hearings Monday-Friday between the hours of 9:00-3:00.

Pay: \$30/hour; No benefits.

Appointment Recommendations for PTAAB in Worcester County

Christal Henry -GOV- <christal.henry@maryland.gov>

Mon 6/24/2024 5:02 PM

To: Weston S. Young <weston.young@co.worcester.md.us>

Cc: Caroline Holt -PTAAB- <caroline.holt@maryland.gov>; Mona Curran -GOV- <mona.curran@maryland.gov>

Dear Mr. Young,

I hope this message finds you well. My name is Christal Henry, and I am a Placement Assistant in the Governor's Office of Appointments. We are currently working to make appointments for PTAAB in Worcester County.

According to the Tax-Property Article 3-103(a)(1) In Anne Arundel County, Baltimore City, Baltimore County, Montgomery County and Prince George's County, each board consists of 3 regular members and 3 alternate members. (a)(2) The Governor shall appoint the members from a list of names submitted as follows: (i) for Baltimore City, by the Mayor of the City; or (ii) for a county other than Baltimore City, by: 1. the county commissioners or the county council of the county; or 2. if the county charter provides for a county executive, by the county executive with the approval of the county council. (a)(3) The number of names on each list shall be 3 times the number of vacancies. (a)(4) Each list shall be submitted as least 3 months before the end of a term. (b) Before taking office, each appointee shall take the oath required by Article I, Section 9 of the MD Constitution. (c) (1) The term of a member is 5 years. The term ends on June 1 of the appropriate year. (c)(3) At the end of a term, a member continues to serve until a successor is appointed and qualifies. 3-104 From among the regular members of each board, the Governor shall appoint a chairman. 1985 CODE REVISION: Altered manner in which Chairman is selected from designation to appointment. The provisions of former Article 81, Section 248(b) concerning designation of Chairman continue to control.

On the Worcester County-PTAAB we currently have 2 vacancies and 1 holdover:

- Seat 1 - Vacant
- Seat 2 - Vacant
- 4 - Alternate - Holdover

We would greatly appreciate your support in quickly identifying recommended candidates from Worcester County so that we can fulfill the required appointments process. Candidates must submit an application via the [Application Portal](#) and the county official should submit letters of recommendation via [Recommendation Portal](#) and copy me at christal.henry.maryland.gov for tracking purposes.

Thank you for your assistance.

Best Regards,

Christal



Christal Henry
 Placement Assistant
 Office of Appointments
 100 State Circle
 Annapolis, MD 21401
christal.henry@maryland.gov
 (410) 693-5277 (M)



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

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

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

July 5, 2024

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

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Judith Giffin – **Resigned** - Commission for Women

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

Commissioner Bunting - You have filled all your positions, Thank you!

Commissioner Abbott – You have One (1) position open:

- Kathleen Palmer – **Resigned** – Commission for Women

Commissioner Mitrecic – You have One (1) position open:

- Bill Paul – **Resigned** – Building Code Appeals Board

Commissioner Elder - You have filled all your positions, Thank you!

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

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

All Commissioners:

(5)-Adult Public Guardianship Board-

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

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

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

(2) -Local Development Council for the Ocean Downs Casino-

2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

(4) -Water and Sewer Advisory Council - Mystic Harbour 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko

(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler

(3 - Total): Commission for Women:

(3) Resigned -Elizabeth Rodier - (Fiori), Judith Giffin - (Bertino), Kathleen Palmer (Abbott) - Resigned

Please see attached interest letter and resume which was previously attached on March 5, 2024,

Mrs. Belinda Gulyas.

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

Number/Term: 11/3 year terms
Terms expire December 31st

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

Meetings: Semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott *(09-17)

* = Initial terms staggered

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

Number/Term: 7/4-year terms
Terms expire December 31

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Keener, Director
Development Review & Permitting (410-632-1200, ext. 1123)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19-23 Resigned
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 - deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

* Appointed to a partial term for proper staggering, or to fill a vacant term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

Staff Support: Development Review & Permitting Department
 Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonsi	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	John Glorioso (*06-19)
Larry Duffy (90-00)	Sharon Teagle (00- 20)
Patricia McMullen (00-02)	Davida Washington (*21-21)
William Merrill (90-01)	Donna Dillion (08-22)
Debbie Rogers (92-02)	C.D. Hall 10-22
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)
	Jake Mitrecic (15-21)

* = Appointed to fill an unexpired term

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

ITEM 19

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27

Prior Members:

J. Lowell Stoltzfus^c (09-10)
 Mark Wittmyer^c (09-11)
 John Salm^c (09-12)
 Mike Pruitt^c (09-12)
 Norman H. Conway^c (09-14)
 Michael McDermott (10-14)
 Diana Purnell^c (09-14)
 Linda Dearing (11-15)
 Todd Ferrante^c (09-16)

Since 2009

Joe Cavilla (12-17)
 James N. Mathias, Jr.^c (09-18)
 Ron Taylor^c (09-14)
 James Rosenberg (09-19)
 Rod Murray^c (*09-19)
 Gary Weber (*19-21)

Charlie Dorman (12-19)
 Gee Williams (09-21)
 Bobbi Sample (17-23)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

WATER AND SEWER ADVISORY COUNCIL MYSTIC HARBOUR SERVICE AREA

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

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

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21 Resigned
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26 Resigned
Jeannine Jerscheid	Public Safety – Sheriff’s Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26 Resigned
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27

Prior Members: Since 1995

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

* = Appointed to fill an unexpired term

^c = Charter member



Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: The Salisbury Daily Times and OC Today Dispatch Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: June 11, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/OC Today Dispatch on June 20, 2024 and June 27, 2024.

NOTICE OF INTRODUCTION OF BILL 24-06
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-06 (Taxation and Revenue Article – Reinvestment and Repair Special Revenue Fund) was introduced by Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell on May 21, 2024.

A fair summary of the bill is as follows:

The bill establishes a Worcester County Reinvestment and Repair Special Revenue Fund, into which all funds received from the State under § 1-322 of the Alcoholic Beverages and Cannabis Article of the Maryland Code must be paid as required by law. The fund is intended to fund community-based initiatives intended to benefit low-income communities.

A Public Hearing

will be held on Bill 24-06 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on Tuesday, July 16, 2024 at 10:30 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103 and is available for public inspection in Room 1103 of the Worcester County Government Center. In addition, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



Worcester County Administration

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

ITEM 20

**Introduced by Commissioners
Abbott, Bertino, Bunting, Elder,
Fiori, Mitrecic, and Purnell**

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: May 15, 2024
SUBJECT: Cannabis Special Revenue Fund

The Maryland Community Reinvestment and Repair Fund receives money from one-time cannabis license conversion fees and 35% of cannabis sales and use tax. Maryland counties receiving cannabis funding under the Community Reinvestment and Repair Fund are required to adopt a law establishing the purpose for which money received from the Fund may be used.

Funds are distributed to counties proportionately based on the total cannabis possession charges within each jurisdiction between July 1, 2002, and January 1, 2023. Worcester County receives 1.22% of the total funding. The first distribution of conversion fees to Worcester County was \$369,473.96 for the period of January 2023 – December 2023.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 24-__

BY:

INTRODUCED:

A legislative bill to implement Md. Code, Alcoholic Beverages and Cannabis § 1-322 to establish the purpose for which money received from the State of Maryland's Community Reinvestment and Repair Fund may be used.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Taxation and Revenue Article of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add the following provisions:

Title TR3, Reinvestment and Repair Special Revenue Fund

§ TR 3-101 Worcester County Reinvestment and Repair Special Revenue Fund.

- (a) **Fund established.** There is a Worcester County Reinvestment and Repair Special Revenue Fund, into which all funds received from the State under § 1-322 of the Alcoholic Beverages and Cannabis Article of the Maryland Code must be paid.
- (b) **Special fund.** The Worcester County Reinvestment and Repair Special Revenue Fund is a special, non-lapsing fund.
- (c) **Purposes.** Revenue paid into the Fund must be used for:
- (1) funding community-based initiatives intended to benefit low-income communities,
 - (2) community-based initiatives that serve disproportionately impacted areas, as defined in § 36-101 of the Alcoholic Beverages and Cannabis Article of the Maryland Code, or
 - (3) any related administrative expenses.
- (d) **Prohibited uses.** Revenue paid into the Fund must not be used:
- (1) for law enforcement agencies or activities; or
 - (2) to supplant funding that otherwise would be appropriated for County programs that existed before July 1, 2023.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2024.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice-President

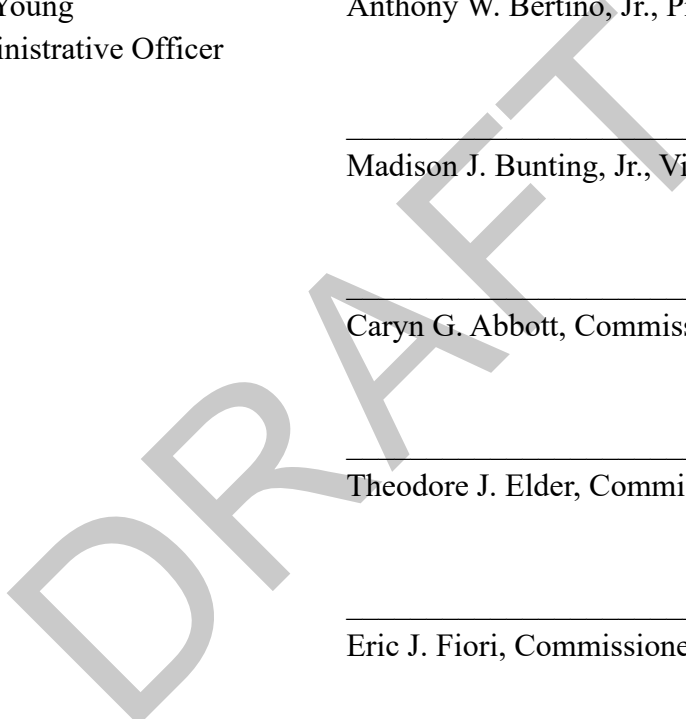
Caryn G. Abbott, Commissioner

Theodore J. Elder, Commissioner

Eric J. Fiori, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner



COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 24-06

BY: Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and
Purnell

INTRODUCED: May 21, 2024

A legislative bill to implement Md. Code, Alcoholic Beverages and Cannabis § 1-322 to establish the purpose for which money received from the State of Maryland's Community Reinvestment and Repair Fund may be used.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Taxation and Revenue Article of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add the following provisions:

Title TR3, Reinvestment and Repair Special Revenue Fund

§ TR 3-101 Worcester County Reinvestment and Repair Special Revenue Fund.

- (a) **Fund established.** There is a Worcester County Reinvestment and Repair Special Revenue Fund, into which all funds received from the State under § 1-322 of the Alcoholic Beverages and Cannabis Article of the Maryland Code must be paid.
- (b) **Special fund.** The Worcester County Reinvestment and Repair Special Revenue Fund is a special, non-lapsing fund.
- (c) **Purposes.** Revenue paid into the Fund must be used for:
- (1) funding community-based initiatives intended to benefit low-income communities,
 - (2) community-based initiatives that serve disproportionately impacted areas, as defined in § 36-101 of the Alcoholic Beverages and Cannabis Article of the Maryland Code, or
 - (3) any related administrative expenses.
- (d) **Prohibited uses.** Revenue paid into the Fund must not be used:
- (1) for law enforcement agencies or activities; or
 - (2) to supplant funding that otherwise would be appropriated for County programs that existed before July 1, 2023.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2024.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice-President

Caryn G. Abbott, Commissioner

Theodore J. Elder, Commissioner

Eric J. Fiori, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner

NOTICE

**Disposal of Surplus Vehicles and Equipment
to be Auctioned on GovDeals.com****"Disposition of County Personal Property no longer used by the County"**

The following described personal property, including vehicles, furniture and equipment, have been determined to be no longer required for County use by the County Commissioners of Worcester County, Maryland and deemed to be surplus property:

SURPLUS VEHICLES AND EQUIPMENT

Surplus vehicles, listed by make and model (with model year), as follows: Ford Crown Victoria (2009); Ford Crown Victoria (2007); Ford Crown Victoria (2010); Ford Expedition (2014); Jeep Cherokee (2000); International Roll Off (1998); Chevrolet Colorado 2WD (2005); Ram 1500 2WD (2006); Ram 1500 2WD (2006); Chevrolet 5 Ton Dump Truck (1990); Ford F150 2WD (2008).

Surplus equipment, including: Solar Tech Silent Messenger Sign Boards (2); Case 70XT Skid Steer; John Deere 6410 Tractor; AC 2660 Loader; Trackmaster Radar Trailer; Premier LT-121 Utility Trailer; Kruger Utility Trailer; Toro ZMaster 7429; Wells Cargo Enclosed 20FT Trailer; 15KW Trailer/Generator; Kohler 30 KW Generator; Onan 7.5JB-3CR/11783AD; Mobark 1100 Tub Grinder.

Surplus furniture and miscellaneous equipment, including: Video System; Computers and Laptops; Desktop Printers; Industrial Printer; Smart Boards; Metal Lockers; Round Tables (4); Pallet Jacks (2); Volleyball Net System; Gym Floor Industrial Vacuum; Filing Cabinets; Tractor 3 Point Hitch/Post Hole Digger; Push Lawnmowers (4); Push Lawn Vac; HVAC Unit.

TERMS AND CONDITIONS OF SALE AND CONVEYANCE: The County Commissioners propose to solicit competitive bids via an Internet-based auction system operated by GovDeals, Inc. for which the winning bidder pays a buyer's premium of twelve and one-half percent (12.5%) of the winning bid for each transaction so that there is no net cost to the County. All of the above referenced surplus property will be offered for sale "AS IS, WHERE IS." The County Commissioners make no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The County Commissioners warrant to the buyer that the property offered for sale will conform to its description. The County Commissioners reserve the right to reject any and all bids as they see fit and to withdraw from sale any of the items listed. Payment in full by successful bidders shall be made to Worcester County Commissioners.

OPPORTUNITY FOR OBJECTIONS: Anyone objecting to the proposed conveyance of the above surplus vehicles and equipment shall do so in writing prior to 4:30 p.m. on Thursday, July 11, 2024, or in person at the regularly scheduled meeting of the County Commissioners to be held at 10:00 a.m. on July 16, 2024 in the County Commissioners Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland 21863.

WORCESTER COUNTY COMMISSIONERS

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



ITEM 21

APPROVED

WSY 06/04/24

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: May 24, 2024
SUBJECT: Surplus Vehicles, Equipment, and Miscellaneous Items

Public Works is requesting Commissioner approval of the attached list of County owned property proposed to be declared surplus in compliance with Worcester County's Code of Public Local Laws. The list must be advertised once a week for three consecutive weeks to notify the public, receive comment, schedule a required public hearing regarding list informing the public of the sale of the equipment on the Gov Deals auction site. Once the public hearing has been held and the Commissioners agree to declare the equipment as surplus, DPW Fleet Management will begin the process of arranging the on-line auction of the surplus property.

Please let me know if there are any questions.

Attachments

cc: Derrick Babcock, Fleet Management
Kim Reynolds, Budget Officer
Kelly Brinkley, Human Resources
Fleet Management File: GovDeals.com

**WORCESTER COUNTY
SURPLUS VEHICLE & EQUIPMENT LIST - 2023-2024**

VEHICLES

STOCK #	YEAR	MAKE	MODEL	VIN #	MILEAGE	DEPARTMENT	COMMENTS
1	2009	FORD	CROWN VICTORIA	2FAHP71V59X121466	233,198	SHERIFF	OLD, HIGH MILES, REPLACED WITH NEW
2	2007	FORD	CROWN VICTORIA	2FAFP71V68X141098	224,907	SHERIFF	OLD, HIGH MILES, RUSTED OUT FUEL TANK
3	2010	FORD	CROWN VICTORIA	2FABP7BV3AX105856	237,524	SHERIFF	OLD, HIGH MILES, STEERING COLUMN SHAFT INOP.
4	2014	FORD	EXPEDITION	1FMJU1G52EEF30511	216,074	SHERIFF	REPLACED WITH NEW, NO BRAKES
5	2000	JEEP	CHEROKEE	1J4FF48S2YL206236	unknown	SOLID WASTE	TOTAL LOSS. WRECKED. REPLACED WITH USED VEHICLE
6	1998	INTERNATIONAL	ROLL OFF	1HTGLAET7WH586871	627,000	SOLID WASTE	REPLACED WITH NEW, OLD RUSTED OUT, HIGH MILES
7	2005	CHEVROLET	COLORADO 2WD	1GCCS146258230448	122,176	PARKS	OLD, RUSTED OUT, COMPUTER ISSUES, REPLACED.
8	2006	RAM	RAM 1500 2WD	1D7HA16KX7J541405	154,701	WWW	OLD, RUSTED OUT, ENGINE ISSUES, REPLACED WITH NEW
9	2006	RAM	RAM 1500 2WD	1D7HA16K87J541404	200,589	WWW	OLD, HIGH MILES, REPLACED WITH NEW
10	1990	CHEVROLET	5TON DUMP TRUCK	1GMB7H1J2LJ201968	162,486	WWW	OLD, RUSTED OUT, DOES NOT PASS DOT.
11	2008	FORD	F150 2WD	1FTRF12WX9KB02887	219,539	WWW	OLD, HIGH MILES, REPLACED WITH NEW

EQUIPMENT

STOCK #	YEAR	MAKE/ DESCRIPTION	MODEL	SERIAL/ VIN #	HOURS	DEPARTMENT	COMMENTS
12	2005	SOLAR TECH	SILENT MESSENGER	4GM1M091151452801	N/A	ROADS	OLD SIGN BORD NO LONGER USED.
13	2005	SOLAR TECH	SILENT MESSENGER	4GM1M09165152924	N/A	ROADS	OLD SIGN BORD NO LONGER USED.
14	2003	CASE	70XT SKID STEERE	JAF0386249	5,800	ROADS	REPLACED WITH NEW
15	1999	JOHN DEER	6410 TRACTOR	L0610S238867	6,250	ROADS	REPLACED WITH NEW, HIGH HOURS.
16	1973	AC	2660 LOADER	2660	N/A	ROADS	REPLACED WITH NEW, HIGH HOURS, NO BRAKES
17	2000	TRACKMASTER	RADAR TRAILER	1Z9VC0516XD035591	N/A	SHERIFF	OLD, REPLACED WITH NEW
18	2003	PREMIER	LT-121 UTILITY TRAILER	5B5LT1213H000539	N/A	MAINTENANCE	OLD, REPLACED WITH NEW, BROKEN AXLE SPRINGS
19	1993	KRUGER	UTILITY TRAILER	1K9FS1010PD057571	N/A	MAINTENANCE	OLD, REPLACED WITH NEW, RUSTED OUT
20	2007	TORO	ZMASTER 7429	270000140	1,657	MAINTENANCE	OLD, REPLACED WITH NEW
21	2003	WELLS CARGO	ENCLOSED 20FT TRAILER	1W4200J2338002249	N/A	EMERGENCY SERVICE	REPLACED WITH NEWER TRAILER IN FLEET SURPLUS
22	2010	GENERATOR	15KW TRAILER/GENERATOR	1.245E+11	330	EMERGENCY SERVICE	OLD, INOPERABLE, OBSOLETE PARTS, NOT USED.
23		KHOLER	30KW GENERATOR	280457	422	WWW	OLD, INOPERABLE, OBSOLETE PART, REPLACED WITH NEW
24		ONAN	7.5JB-3CR/11783AD	K85078799E	N/A	SHERIFF	OLD, INOPERABLE, OBSOLETE PARTS, NOT USED.
25	2008	MOBARK	1100 TUB GRINDER	565-557	1,895	SOLID WASTE	OLD, INOPERABLE, REPLACED WITH NEW

ITEM 21

MISCELLANEOUS						
STOCK #	NO.	DESCRIPTION			DEPARTMENT	COMMENTS
26		VIDEO SYSTEM WITH CAMERA/EDITING HARDWARE/ENCODER			IT	NO LONGER USED, REPLACED WITH NEW
27		VARIOUS COMPUTERS AND LAPTOPS			IT	REPLACED WITH NEW
28		VARIOUS DESKTOP PRINTERS			IT	OLD, REMOVED FROM SERVICE
29		LARGE INDUSTRIAL PRINTER			EP	OLD, NO LONGER USED, REPLACED WITH NEW
30		LARGE DRY ERASE SMART BOARDS			COA	OLD, NO LONGER USED
31		METAL LOCKERS			COA	OLD, NO LONGER USED
32		(4) ROUND TABLES			COA	OLD, NO LONGER USED
33		(2) HEAVY DUTY PALLET JACKS			RECREATION	OLD, NO LONGER USED
34		GYM VOLLEYBALL NET SYSTEM			RECREATION	OLD, REPLACED WITH NEW
35		GYM FLOOR INDUSTRIAL VACCUM			RECREATION	OLD, REPLACED WITH NEW
36		MISCELLANEOUS OLD FILING CABINETS			VARIOUS DEPT	OLD, NO LONGER USED
37		TRACTOR 3 POINT HITCH/PTO DRIVEN POST HOLE DIGGER			MAINTENANCE	OLD, NO LONGER USED, INOPERABLE
38		(4) USED PUSH LAWNMOWERS			MAINTENANCE	OLD, REPLACED WITH NEW
39		(1) USED PUSH LAWN VAC			MAINTENANCE	OLD, REPLACED WITH NEW
40		BARD HVAC UNIT MODEL W24A2			MAINTENANCE	OLD, NO LONGER NEEDED