

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

March 17, 2020

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 an Employee Disciplinary Action; hiring three (3) Correctional Officers at the Jail, a Grounds Worker II and Carpenter/Maintenance Worker III in the Maintenance Division, and two (2) Temporary Roads Workers in the Roads Division of Public Works, a Plumbing and Gas Inspector III for Environmental Programs, and other personnel matters; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Father John Solomon), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:05 - Presentation of a Proclamation Recognizing April as Census 2020 Awareness Month, and a Commendation Recognizing PMS Principal Matthew Record as Middle School Principal of the Year 1 2
- 10:10 - Chief Administrative Officer: Administrative Matters 3-20 and 28-29
(Board of Education Non-Recurring Expenses and Maintenance of Effort Calculation for FY21; Employee Benefits Recommendations for FY21; Pending Board Appointments; Award of Bids for Housing Rehabilitation Project in Pocomoke, and Diakonia Shelter Renovations; Utilization of Grant Funds for Public Landing Projects; Cancellation of Power Boat Races in Ocean City; Coastal Bays Rural Legacy Area Easement Agreement of Sale for Truitt's Landing Farm; Scheduling Public Hearings to Consider Proposed Expansion of the Ocean Pines Service Area for Public Water Service to St. Martins by the Bay, and for Public Sewer Service to the Gum Point Road Area of the Greater Ocean Pines Service Area; Award of Bid for Slurry Seal Paving of County Roads; Approval of Bid Package for Bayside Road Bridge Replacement Project in Public Landing; Status of Local Amendments to the Maryland Building Performance Standards; Request for Approved Private Road - The Refuge at Windmill Creek RPC; Proposed Road Name Change - Katelyn Lane to Brooklyn Lane; Emergency Number Systems Board Project Approval; Emergency Services Briefing on Next Gen 911, Carl Hens Law, State Staffing Study and 911 Fee Increases; Keep Worcester Clean Campaign Billboards; Proposed Mosquito Control Budget for 2020 Season; and potentially other administrative matters)
- 10:20 -
- 10:30 -
- 10:40 - E. Joseph - Community Foundation - Impact of the Nonprofit Sector on the Lower Eastern Shore 21
- 10:50 - K. Pilchard: Electrical Standards - Proposal to Revise Licensing Requirements for Homeowners 22
- 11:00 - Legislative Session - Introduction of Bills 23
- 11:10 - Public Hearing: Rezoning Case No. 424 - Stockyard, Inc.- R-3 Multi-Family to C-2 General Commercial Zoning District - north of US Rt 50, east of Golf Course Road in West Ocean City 24
- 11:20 -
- 11:30 - Meet with Town of Ocean City Officials to Receive FY21 Budget Request 26
- 11:40 -
- 11:50 - Presentation of Requested FY2020/2021 County Operating Budget 26
and Requested FY2020/2021 County Enterprise Fund Operating Budgets 27
- 12:00 - Questions from the Press; County Commissioner's Remarks

Lunch

- 1:00 PM - Chief Administrative Officer: Administrative Matters 3-20 and 28-29, continued
- 1:10 -
- 1:20 -
- 1:30 -

Hearing Assistance Units Available - see Kelly Shannahan, Asst. CAO.
Please be thoughtful and considerate of others.
Turn off your cell phones & pagers during the meeting!

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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Minutes of the County Commissioners of Worcester County, Maryland

March 3, 2020

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

Following a motion by Commissioner Bunting, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) 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 Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, Worcester County Jail Warden Donna Bounds and Assistant Warden Fulton Holland, and a County employee. Topics discussed and actions taken included conducting an employee disciplinary hearing.

Following a motion by Commissioner Church, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their morning closed session at 10:23 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Father Matthew D'Amario of St. Paul's by the Sea in Ocean City and pledge of allegiance, announced the topics discussed during the afternoon session on February 18, 2020 and the March 3, 2020 morning closed session.

The Commissioners reviewed and approved the February 18, 2020 closed session minutes as presented and open session minutes as revised.

The Commissioners presented a proclamation recognizing March as Professional Social Work Month to Julie Rayne and Rhonda Bavis of the Health Department and Jamie Manning, Assistant Director of Services for the Department of Social Services (DSS) and other DSS staff members to honor social workers for striving to improve lives locally.

The Commissioners presented a proclamation recognizing March as Women's History Month to Commission for Women Chair Tamara White and members Gwen Lehman, Laura Morrison, Vanessa Alban, and Coleen Colson, honoring the contributions of these and other exemplary women to the economic, cultural, and social well-being of Worcester County.

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The Commissioners reviewed a memo from Budget Officer Kathy Whited to review the FY21 Municipal Tax Rates and Constant Yield Tax Rates for Berlin, Ocean City, Pocomoke City, and Snow Hill. They then met with representatives from the towns of Pocomoke City, Snow Hill, and Berlin, as well as the Ocean Pines Association (OPA) regarding their FY21 grant requests from the County, with Ocean City representatives unable to attend due to a prior commitment to attend a hearing in Annapolis. The Commissioners announced that they will meet with Ocean City representatives on March 17, 2020.

The Commissioners met with Pocomoke City Interim Manager Jeremy Mason who advised that town officials are requesting that the County maintain funding to Pocomoke City in all categories for FY21, including categorical funding and pass-through grants totaling \$1,565,973. He also requested new funding of \$42,854 or 10% of the Ocean Downs Casino table games revenues and to provide funding to help cover the \$1 million cost to replace the lift stations and water system to address serious overflow issues.

The Commissioners met with Snow Hill Mayor Gary Weber who thanked the Commissioners for their prior support and stated that the town is seeking funding for FY21, including an unrestricted grant of \$500,000 (a \$35,000 increase); \$200,000 payment in lieu of taxes (a \$25,000 increase); a new grant request for \$100,000 to help cover the cost of a \$1.4 million Purnell Street sewer project; \$42,854 or 10% of the Ocean Downs Casino table game revenues; ambulance and fire department funding of \$110,000 (a \$31,000 increase); and other shared revenues and State aid pass throughs for a total of \$1,987,155 for FY21.

Berlin Mayor Gee Williams and Town Administrator Jeff Fleetwood thanked the Commissioners for their prior support, which has been instrumental in helping Berlin to reinvent itself for the 21st century. He asked the Commissioners to increase grant funding to include a \$480,000 unrestricted grant (a \$15,00 increase) and requested funding assistance from the County to help cover the accelerating demand for emergency medical services (EMS) vehicles, equipment, and rising operational costs. Along with ambulance and fire department funding and other shared revenues and State aid pass throughs, the grand total request for Berlin is \$2,141,665.

The Commissioners met with Ocean Pines Association (OPA) President Doug Parks to discuss their FY21 grant requests from the County. Mr. Parks stated that the OPA is seeking funding in the following areas: a public safety grant of \$525,000 for police services (a \$50,000 increase); passthrough of Highway User Revenues (HUR) as well as new County funding of \$100,000 for the restoration of roads and bridges, a grant of \$25,000 for tourism (a \$15,000 increase) to partially offset the cost of executing high-quality events, such as the 4th of July fireworks; and \$40,000 for Recreation and Parks programs (a \$30,000 increase). In total, including fire and ambulance funding, the OPA requests \$1,650,423 in funding from the County in FY21.

The Commissioners thanked officials from the towns and OPA for taking time to meet with the Commissioners to review their FY20 grant requests.

Commissioner Mitrecic invited Mayors Morrison, Weber, and Williams back up to the podium to discuss a letter from the mayors from the four municipalities, Berlin, Ocean City, Pocomoke, and Snow Hill, for the County to increase funding for emergency medical services (EMS) to address the growing need for more full-time EMS personnel in the County. Mayor

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Williams reviewed the letter, stating that there is an immediate need for increased EMS funding in FY21 in every town and region of the County and requested the Commissioners form a task force to address this issue in greater depth. He stated that this task force should include representatives from the four municipalities and each of the fire companies. Commissioner Mitrecic stated that the Commissioners will be conducting a work session to consider the needs of all County EMS providers and will consider the mayors' requests at that time.

Atlantic General Hospital (AGH) President and Chief Executive Officer Michael Franklin met with the Commissioners to discuss the "Atlantic General Hospital and Health System 2019 in Review/What's Coming in 2020" community update. Mr. Franklin presented a PowerPoint, which covered AGH's 2020 Goals (Quadruple Aim - improving the health of the population, enhancing patient experience and outcomes, reducing population healthcare costs, and care of the physicians/providers); FY20 Strategic Initiatives (ambulatory surgery center, breast diagnostic services, integrated behavioral health, school-based telehealth, outpatient rehabilitation services, clinical communications systems, Ocean Pines planning strategy, and safe seniors); Survey - how their strategic focus has affected the community; 2019 County Health Rankings for Maryland; Rate Year 2020 Quality-Based Reimbursement Program Revenue Adjustments and Impacts; Community Impact of \$16.6 million on the economy and quality of life; Year over Year Comparison - Hospital and Health System Activities; Expanding Access to Care; Strategic Investments in Our Community - the AGH Foundation raised \$12.5 million during the capital campaign to upgrade five existing facilities, and he shared the following: Women's Health Center project; Vision for Regional Cancer Care Center; Inpatient Center Redesign; Surgical Services/Ambulatory Surgery Center; Emergency Department expansion; and finally Design Concepts for Ocean Pines Facility - outpatient surgery center, specialty offices, Atlantic ImmediCare, primary care, wellness and integrative health, and imaging and laboratory services; Healthcare in Maryland - 2020 and Beyond; AGH Community Health Needs Assessment 2019-2021; GrayShore - enhancing quality of life for the Delmarva aging population; Population by Age Group in Worcester County, including care givers and care receivers; Bienvenidos Delmarva - enhancing quality of life for the Delmarva immigrant community; Areas of Opportunity; and Partners: Online Access and Virtual Care.

Commissioner Bertino noted that, of all the healthcare providers operating in Worcester County, AGH is the only provider to request annual funding from the County. Mr. Franklin noted that, though providers from other jurisdictions may operate satellite offices in the County, AGH is the only health system that resides in and gives back to the County. He noted, for example, that Peninsula Regional Medical Center's (PRMC) home base is in Salisbury, Maryland, so resources generated by PRMC satellite offices operating in Worcester County go back to Salisbury, while AGH's resources are dedicated back into this community.

In response to a question by Commissioner Mitrecic, Mr. Franklin confirmed that Sussex County residents utilize AGH services and that he requests funding annually from Sussex County Government; however, no funding has been allocated for these requests. Commissioner Mitrecic shared concerns regarding his recent experience at the emergency room at AGH and stated that he would prefer to see less emphasis on expansion and more on making the existing hospital the best that it can be. Mr. Franklin apologized for Commissioner Mitrecic's recent experience and noted that this is why it is so important for AGH to comply with the community's requests to

expand access to care. He stated that this approach includes expanding and hiring enough providers to assure that residents have timely access to medical staff, so that they receive the right care when it is needed, and thus prevent the need for emergency room visits. Following some discussion, the Commissioners thanked Mr. Franklin for his presentation.

The Commissioners met in special legislative session.

The Commissioners conducted a public hearing on Emergency Bill 20-1 (Zoning - Off-Premises Parking), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 18, 2020. Assistant Chief Administrative Officer Kelly Shannahan stated that if adopted this emergency legislation would increase the percentage of off-premises parking allowed in the CM - Commercial Marine District from 50 to 90 percent. He noted that the request was made by Attorney Hugh Cropper to assist a pending project in the CM District in the WOC harbor area. Mr. Shannahan stated that the Planning Commission gave the proposed legislation a unanimously unfavorable recommendation due to concerns with persistent illegal parking and traffic congestion in the WOC commercial harbor area and the excessive nature of this request.

Commissioner Mitrecic opened the floor to receive public comment.

Hugh Cropper, IV, attorney for Cole Taustin, owner of Mad Fish Bar & Grill in West Ocean City (WOC), stated that his client's restaurant burned down last year and cannot be redeveloped as currently planned unless the Commissioners adopt Emergency Bill 20-1. He stated that there are approximately 19 parking spaces adjacent to the restaurant, while the remainder of the required parking is located on the opposite side of South Harbor Road. He stated that redevelopment plans include constructing a smaller building pushed back from the water to provide open space along the harbor, which will reduce parking on the site to just nine or 10 spaces. He noted that this does not reduce the amount of required parking, rather it will allow for up to 90% of the parking to be located off-premises, subject to meeting certain Code conditions, including being 500 feet from the front door to the furthest parking space. He stated that this will allow flexibility in parking, which will allow people to redevelop their properties in the commercial harbor.

Leighton Moore of West Ocean City reviewed building plans for the proposed new restaurant, noting that the open spaces and additional setbacks proposed in the plans will only be possible if the Commissioners adopt Emergency Bill 20-1.

There being no further public comment, the Commissioners closed the public hearing.

Upon a motion by Commissioner Church, the Commissioners unanimously adopted Emergency Bill 20-1 (Zoning - Off-Premises Parking) as presented.

Commissioner Mitrecic closed the special legislative session.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to appoint Steve Ashcraft to the Local Development Council (LDC) for the Ocean Downs Casino for the remainder of a four-year term expiring December 31, 2020 to replace Rod Murray.

Upon a nomination by Commissioner Elder, the Commissioners unanimously agreed to appoint Mayor Gary Weber to the LDC for the remainder of a four-year term expiring December 31, 2020 to replace Charles Dorman and to reappoint Curt Lambertson to the Agricultural

Preservation Advisory Board for an additional four-year term expiring December 31, 2023.

Pursuant to the recommendation of Office Assistant IV Karen Hammer and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the following Worcester County Government Employee Appreciation events and programs for 2020: Night at The Shorebirds on Friday, June 26, at 7:05 p.m., with free tickets available for each employee and additional tickets for family and friends sold for \$5 each, at a total County cost of \$1,000 (for 200 tickets), less income from ticket sales; and Jolly Roger Day on an as-yet to be determined Saturday or Sunday in August, from 10:00 a.m. until 6:00 p.m., at no cost to the County, with special pricing available to all County staff, family, and friends. These events, which have been conducted over the past several years to improve morale and demonstrate the Commissioners' support and appreciation of County staff, have been extremely successful and sincerely appreciated by County employees.

The Commissioners met with County Attorney Roscoe Leslie to discuss the request from Chesapeake Utilities/Sandpiper to enter into a new 25-year franchise agreement to replace the existing agreement, which will expire on March 6, 2020. Also in attendance were Steve Ashcraft and Lindsay Orr of Chesapeake Utilities. Mr. Leslie advised that the new agreement will maintain the same franchise fee of \$2 per customer per year as the prior agreement; however, while the prior agreement was only partially-exclusive, the new agreement will be fully exclusive. He stated that an exclusive contract is not unreasonable given that Chesapeake is the only natural gas distributor in the County and will be making a significant investment to build a natural gas distribution network.

In response to a question by Commissioner Bertino, Mr. Leslie explained that the new agreement will make Chesapeake the exclusive provider for natural gas in Worcester County. Mr. Leslie stated that he had compared the agreement to those in other nearby jurisdictions, which were only recurring a flat fee of \$10,000 and found this renewal to be more favorable to Worcester County. In response to a question by Commissioner Elder, Mr. Ashcraft stated that the new contract will continue to pay the county a franchise fee of \$2 cost per customer per year, and these costs are passed on to Chesapeake customers. In response to questions by Commissioner Mitreic, Mr. Ashcraft confirmed that the County received \$21,808 in FY19 and is anticipated to receive \$22,312 in FY20 and \$23,632 in FY21. He confirmed that franchise fees are awarded to the County, not to the municipalities therein.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners voted 6-1, with Commissioner Bertino abstaining, to authorize Commission President Mitreic to sign the Chesapeake Utilities/Sandpiper Energy Franchise Agreement Extension.

Pursuant to the recommendation of Recreation and Parks Director Tom Perlozzo and the request of Phil Houck of the Offshore Powerboat Association, and upon a motion by Commissioner Church, the Commissioners unanimously approved the use of two-thirds of the West Ocean City Commercial Harbor parking lot from September 25-27, 2020 for the annual National Championship Offshore Powerboat Association Race at Ocean City, with Mr. Houck to provide insurance, security, traffic control, and other assistance to the County as specified by

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Recreation and Parks.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Bertino, the Commissioners unanimously approved out-of-state travel for Communications Manager Tim Coale to attend the Central Square 2020 Conference from March 16-21, 2020 in Las Vegas, Nevada at a cost of \$3,172 for registration, flights, lodging and meals.

Development Review and Permitting (DRP) Director Ed Tudor presented a status report on the new Rental License Program that went into effect on January 1, 2020, following the August 20, 2019 adoption of the following bills: Bill 19-4 (Taxation and Revenue-Rental Licenses), Bill 19-5 (Taxation and Revenue -Hotel Rental Tax), and Bill 19-6 (Taxation and Revenue -Mobile and Manufactured Home Park Licenses), which established the requirements for a rental license for all properties offered for rent, established the room tax at 5%, and eliminated the license and excise tax requirements that were limited to manufactured home parks, and Bill 19-3 Zoning-Boarding and Lodging Rentals, which provided specific standards for short-term rentals within the Zoning Code, cleaned up outdated terminology and streamlined various uses that had been listed in the code. Mr. Tudor praised the efforts of Assistant Finance Officer Jennifer Swanton, Zoning Administrator Jennifer Keener, and Management Information Systems (MIS) Supervisor Missy Mason, who were also in attendance at the meeting, for their tireless efforts to organize and implement the new Rental License Program and to inform the public about the program by sending notifications, emails, and paper mailings with a copy of the rental license guide and all applicable forms to existing trailer camp and tourist permit holders along with interested parties and former license holders. He noted that DRP has been receiving three to 10 applications per day since staff began accepting applications on January 13, and has received 96 applications and generated revenues of \$37,355 to date. This leaves no time for staff to research and contact unlicensed properties given the current workload, and he anticipates this workload to continue through spring 2020. However, he felt that the initial wave of applications could taper off in mid-to-late summer, allowing the Rental License Program Coordinator to start conducting online research at that time.

In response to questions by Commissioner Elder, Mr. Tudor confirmed that property owners are required to provide the County with basic information about the nature of each rental, even verbal agreements, and he confirmed that any inspections that may occur would be solely complaint driven. Commissioner Purnell thanked staff, and particularly Ms. Swanton, Keener, and Mason, for the good work that they are doing for the County.

The Commissioners met with Mr. Tudor to revisit their August 6, 2020 discussion regarding adopting the resolution establishing the 2018 local amendments to the Maryland Building Performance Standards for Worcester County, Maryland, which the County must adopt and notify the State by the March 25, 2020 deadline for the local standards to take effect.

In response to a question by Commissioner Bunting, Mr. Tudor confirmed that, under the State code, a permit is only valid for six months, while the County local amendment would follow the County Zoning Code, which would allow permits to remain active for up to three years if construction is ongoing. Commissioners Bunting and Elder expressed concerns with several sections of the State Code.

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Following some discussion, a motion by Commissioner Nordstrom to adopt the resolution as presented failed 2-5, with Commissioners Nordstrom and Purnell voting in favor of the motion and Commissioners Bertino, Bunting, Church, Elder, and Mitrecic voting in opposition.

Environmental Programs Director Bob Mitchell presented a PowerPoint outlining the Assawoman Bay Watershed Plan. Environmental Programs Planner V Katherine Munson was also in attendance. Mr. Mitchell reviewed the plan, which follows the “A-I criteria” established by the U.S. Environmental Protection Agency to address non-point source total maximum daily load (TMDL) management measures to restore impaired waterways in the County and to allow County partners to utilize Clean Water Act Section 319 funding through the Maryland Department of the Environment (MDE) as part of local cooperative restoration efforts. Mr. Mitchell advised that runoff from urban, agricultural, and forest/barren land, on-site wastewater disposal systems, atmospheric deposition, and shoreline erosion are the primary non-point sources of pollution in the Maryland Coastal Bays watersheds, and this plan will be used as the basis for planning future restoration projects to meet TMDL reductions. Mr. Mitchell confirmed that both MDE and the EPA have tentatively approved this specific subwatershed plan subject to the addition of the Delaware portion of Assawoman Bay to the plan. In response to a question by Commissioner Elder, Mr. Mitchell advised that the TMDL index is the standard nationwide for determining water quality. Following some discussion, Commissioner Mitrecic thanked Mr. Mitchell and Ms. Munson for updating them.

The Commissioners answered questions from the press.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 12:32 p.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 Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Roscoe Leslie, and applicants for the position of Assistant Chief Administrative Officer (ACAO). Topics discussed and actions taken included conducting interviews for the ACAO position, reviewing personnel changes within the County Jail; acknowledging the hiring of Sean Murphy and Patricia Perison as Library Services Assistant I’s for the County Library and Jason Burns as a Deputy Sheriff for the Sheriff’s Office; receiving legal advice from counsel; and performing administrative functions, including receiving the FY20 monthly financial update.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 3:31 p.m. to meet again on March 17, 2020.



1

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

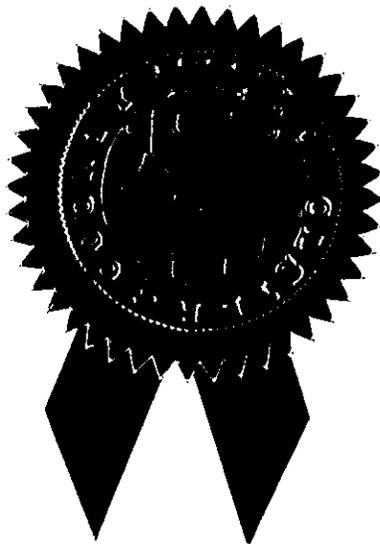
WHEREAS, Census day is April 1, 2020, and Worcester County Government is partnering with the U.S. Census Bureau and the State of Maryland to help improve awareness and increase participation in the 2020 Census.

WHEREAS, every Marylander counted results in federal funding of \$18,250 over a 10-year period for services, like emergency preparedness, housing assistance, education, health care, and highway transportation projects, and Census statistics also play a key role in economic development and legislative boundaries; and

WHEREAS, information obtained from the Census is confidential. Federal law prohibits the sharing of individual Census data with law enforcement or government agencies, and at no time will any representative of the U.S. Census Bureau ask anyone for sensitive personal information or money.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim April as **Census 2020 Awareness Month** and encourage County residents to visit <https://2020census.gov> to learn more.

Executed under the Seal of the County of Worcester, State of Maryland, this 17th day of March, in the Year of Our Lord Two Thousand and Twenty.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

Citizens and Government Working Together

1

Administration

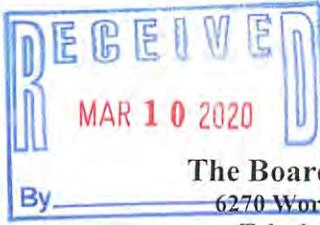
LOUIS H. TAYLOR
Superintendent of Schools

H. STEPHEN PRICE
Chief Safety Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Operating & Academic Officer,
Gr. 9-12



The Board of Education of Worcester County
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Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

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SARA D. THOMPSON
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BARRY Q. BRITTINGHAM, SR.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

WILLIAM L. GORDY

ELENA J. MCCOMAS

March 10, 2020

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

3

Dear Mr. Higgins:

The Board of Education's proposed FY21 Operating Budget adopted on February 18, 2020, does not include any items identified as non-recurring.

Please contact me with any questions regarding this information.

Sincerely,

Louis H. Taylor
Superintendent of Schools

Administration

LOUIS H. TAYLOR
Superintendent of Schools

H. STEPHEN PRICE
Chief Safety Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Operating & Academic Officer,
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The Board of Education of Worcester County

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WILLIAM L. GORDY

ELENA J. MCCOMAS

March 10, 2020

4

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

Dear Mr. Higgins:

Attached is the Maintenance of Effort calculation for fiscal year 2021. As outlined in the attachment, maintenance of effort funding would require an increase of \$2,963,717 in county funding for FY2021.

Please contact me with any questions regarding this information.

Sincerely,

Louis H. Taylor
Superintendent of Schools

Maintenance of Effort

Definition: *To receive the FY21 amount in State foundation and compensatory aid, a local government must appropriate at least as much funding per pupil to the local board of education as it appropriated in the previous year.*

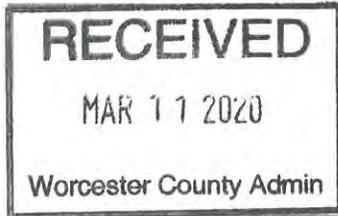
Worcester County - Maintenance of Effort Level Estimated - FY2021

<u>Line #</u>		
1	FY 2020 Highest Appropriation	\$91,028,422
2	FTE Enrollment - FY2020:	6,374.00
3	Appropriation per Student - FY 2020:	\$14,281.21
	PLUS	
	Increase to Per Pupil Amount if Applicable	
	Increase in Local Wealth Per Pupil %	2.50% *
4	Additional Per Pupil Amount	\$357.03
5	Adjusted per Pupil Amount	\$14,638.24
6	FTE Enrollment - FY2021	6,421.00 **
	(Actual student enrollment = 6,882)	
7	FY 2021 Maintenance of Effort Funding Level (Est.):	\$93,992,139
	(6,421 FTE X \$14,281.21 FY20 per pupil funding + 2.5%)	
8	County FY20 Maintenance of Effort Funding Level	\$91,028,422
9	Change in FY21 Maintenance of Effort Level (Est.):	\$2,963,717

* (In the 2012 legislative session, the State amended the MOE requirements to include an Educational Effort component. Based on information received from the State, a 2.5% increase in total per pupil funding will be required in Maintenance of Effort funding for FY21.)

** (State funding formula excludes pre-kindergarten, part-time, and non-resident students from total FTE counts.)

2



5

Worcester County

Government Center
Department of Human Resources
One West Market Street, Room 1301
Snow Hill, Maryland 21863-1213
410-632-0090
Fax: 410-632-5614

KELLY BRINKLEY
Volunteer Services Manager
ANN HANKINS
Human Resources Specialist
TARA ARMSTRONG
Office Assistant IV

STACEY E. NORTON
Human Resources Director
HOPE CARMEAN
Benefits Manager
EDDIE CARMAN
Risk Manager
KEVIN CANDY
Safety Coordinator

To: Harold Higgins, Chief Administrative Officer
From: Stacey Norton, Human Resources Director *Stacey Norton*
Date: March 10, 2020
Subject: FY 21 Benefits Recommendations

Below you will find the FY 21 benefit recommendations and details from the Health Benefits Committee and PSA Insurance and Financial Services, Inc. (PSA). PSA did take dental, vision, medical, pharmacy benefit manager (PBM) to market for FY 21 and these efforts were beneficial in negotiations.

Our FY 21 recommendations will result in a \$3,981,044 savings or a 10.47% decrease:

1. Dental: Stay with CareFirst and offer the choice of a \$1,000 plan or a \$1,500 plan
2. Vision: Stay with VSP for a 16% rate decrease, \$50,637 savings annually with 4 year rate guarantee
3. Medical: Stay with CareFirst
 - a. Change ER Copay from \$200 to \$100
 - b. Include compliance services
4. Pharmacy: Stay with CareFirst/CVS/Care Mark
 - a. Add Voluntary Maintenance Retail Wrap Choice (90 day at retail other than CVS for 2 copays)

Our FY 21 Life and Disability coverage with Guardian will increase from \$116,471 to \$144,048 annually or a 23.7% increase due to our actual claims and experience rating.

We have to notify CareFirst by April 1, 2020. New cards will be issued.

I look forward to discussing this with you during the open session at the March 17, 2020 meeting.

Thank you for your consideration.

Attachment



6

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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Worcester County

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

March 9, 2020

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2020

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (13) which have current or upcoming vacancies (21 total). They are as follows: Commission on Aging Board (2), Building Code Appeals Board (1), Ethics Board (1), Local Development Council for the Ocean Downs Casino (2), Lower Shore Workforce Development Board (1), Planning Commission (1), Property Tax Assessment Appeal Board (1, with 3 nominees to Governor for each seat = 6 total nominees), Social Services Board Advisory (2), Solid Waste Advisory Committee (4), Tourism Advisory Committee (1), Water and Sewer Advisory Councils - Mystic Harbour (2) and West Ocean City (2), and the Commission For Women (1). I have circled the members whose terms have expired or will expire on each of these boards. Attached to the Pending Board Appointments packet is a Press Release noting the various Boards and Commissions that have available seats.

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during March.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom p. 11 - Social Services Advisory Board (Wayne Ayer) - 3 year

District 2 - All District Appointments Received. Thank you!

District 3 - Church p. 13 - Solid Waste Advisory Committee (Bob Augustine)- 4-year
p. 15 - Water and Sewer Advisory Council - Mystic Harbour (Joseph Weitzell -
Mystic Harbor and Bob Hunt - Deer Point) - 4-year
p. 16 - Water and Sewer Advisory Council - West Ocean City (Deborah Maphis
and Gail Fowler)- 4 year

District 4 - Elder All District Appointments Received. Thank you!

District 5 - Bertino p. 13 - Solid Waste Advisory Committee (James Rodenberg)- 4 yr.

District 6 - Bunting p. 14 - Tourism Advisory Committee (Isabel Morris) - 4-year
p. 17 - Commission for Women (Bess Cropper) - 4 year

District 7 - Mitrecic p. 5 - Building Code Appeals Board (Bill Paul) - 4-year
p. 6 - Ethics Board (Frank Knight) - 4-year
p. 7 - Local Development Council for Ocean Downs (Michael Donnelly) - 4-year
p. 9 - Planning Commission (Jay Knerr) 5 -year
p. 11 - Social Services Advisory Board (Maria Campione-Lawrence)- 3yr.

All Commissioners

- p. 7 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
p. 8 - (1) Lower Shore Workforce Development Board (Business Representative - Berlin area) - 4-year
p. 10 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - Snow Hill Area - alternate) - must submit 3 nominees for each seat to Governor for his consideration in making these appointments 5yr.
p. 13 - (2) Solid Waste Advisory Committee (Michael Pruitt - Town of Snow Hill and Jamey Latchum - Town of Berlin) 4 yr.
p. 15 - (2) Water and Sewer Advisory Council - Mystic Harbour (Joseph Weitzell - Mystic Harbor and Bob Hunt - Deer Point) - 4-year
p. 16 - (2) Water and Sewer Advisory Council - West Ocean City (Deborah Maphis and Gail Fowler)- 4yr

All Commissioners (Awaiting Nominations)

- p. 3 - (2) Commission on Aging Board (Cynthia Malament- Berlin, Lloyd Parks - Girdletree) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year

COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill
Rob Hart, Executive Director (410-632-1277)

Current Members:

<u>Member's Name</u>	<u>Resides/Represents</u>	<u>Years of Term(s)</u>
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22

* = Appointed to fill an unexpired term

Prior Members:

Since 1972

Virginia Harmon	Mary Leister (89-95)
Maude Love	William Talton (89-95)
Dr. Donald Harting	Sunder Henry (89-95)
John C. Quillen	Josephine Anderson
Violet Chesser	Saunders Marshall (90-96)
William Briddell	Louise Jackson (93-96)
Harrison Matthews	Carolyn Dorman (93-98)
John McDowell	Constance Sturgis (95-98)
Mildred Brittingham	Connie Morris (95-99)
Maurice Peacock	Jerry Wells (93-99)
Father S. Connell	Robert Robertson (93-99)
Rev. Dr. T. McKelvey	Margaret Davis (93-99)
Samuel Henry	Dr. Robert Jackson (93-99)
Rev. Richard Hughs	Patricia Dennis (95-00)
Dorothy Hall	Rev. C. Richard Edmund (96-00)
Charlotte Pilchard	Viola Rodgers (99-00)
Edgar Davis	Baine Yates (97-00)
Margaret Quillen	James Shreeve (99-00)
Lenore Robbins	Tad Pruitt (95-01)
Mary L. Krabill	Rev. Walter Reuschling (01-02)
Leon Robbins	Armond Merrill, Sr. (96-03)
Claire Waters	Gene Theroux
Thelma Linz	Blake Fohl (98-05)
Oliver Williams	Constance Harmon (98-05)
Michael Delano	Catherine Whaley (98-05)
Father Gardiner	Wayne Moulder (01-05)
Iva Baker	Barbara Henderson (99-05)
Minnie Blank	Gus Payne (99-05)
Thomas Groton III	James Moeller (01-05)
Jere Hilbourne	Rev Stephen Laffey (03-05)
Sandy Facinoli	Anne Taylor (01-07)
Leon McClafin	Jane Carmean (01-07)
Mabel Scott	Alex Bell (05-07)
Wilford Showell	Inez Somers (03-08)
Rev. T. Wall	Joanne Williams (05-08)
Jeaninne Aydelotte	Ann Horth (05-08)
Richard Kasabian	Helen Richards (05-08)
Dr. Fred Bruner	Peter Karras (00-09)
Edward Phillips	Vivian Pruitt (06-09)
Dorothy Elliott	Doris Hart (08-11)
John Sauer	Helen Heneghan (08-10)
Margaret Kerbin	Jack Uram (07-10)
Carolyn Dorman	Robert Hawkins (05-11)
Marion Marshall	Dr. Jon Andes
Dr. Francis Ruffo	Lloyd Pullen (11-13)
Dr. Douglas Moore	John T. Payne (08-15)
Hibernia Carey	Sylvia Sturgis (07-15)
Charlotte Gladding	Gloria Blake (05-15)
Josephine Anderson	Dr. Jerry Wilson (Bd. of Ed.)
Rev. R. Howe	Peter Buesgens (Social Services)
Rev. John Zellman	Deborah Goeller (Health Dept.)
Jessee Fasset	George "Tad" Pruitt (05-17)
Delores Waters	Bonnie C. Caudell (09-17)
Dr. Terrance A. Greenwood	Larry Walton (13-18)
Baine Yates	
Wallace T. Garrett	
William Kuhn (86-93)	
Mary Ellen Elwell (90-93)	
Faye Thornes	

* = Appointed to fill an unexpired term

BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting (by policy)

Meetings: As Needed

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

Staff Contact: Edward A. Tudor, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

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

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

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
Terms expire December 31st

Compensation: \$50 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frank Knight	D-7, Mitrecic	Ocean City	*14-15, 15-19
Joseph Sfigler	D-4, Elder	Berlin	16-20
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22

Prior Members: (Since 1972)

J.D. Quillin, III	Wallace D. Stein (02-08)
Charles Nelson	William Kuhn (90-09)
Garbriel Purnell	Walter Kissel (05-09)
Barbara Derrickson	Marion Chambers (07-11)
Henry P. Walters	Jay Knerr (11-14)
William Long	Robert I. Givens, Jr. (98-14)
L. Richard Phillips (93-98)	Diana Purnell (09-14)
Marigold Henry (94-98)	Kevin Douglas (08-16)
Louis Granados (94-99)	Lee W. Baker (08-16)
Kathy Philips (90-00)	Richard Passwater (09-17)
Mary Yenney (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
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>
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)	Linda Dearing (11-15)	Charlie Dorman (12-19)
Mark Wittmyer ° (09-11)	Todd Ferrante ° (09-16)	
John Salm ° (09-12)	Joe Cavilla (12-17)	
Mike Pruitt ° (09-12)	James N. Mathias, Jr. ° (09-18)	
Norman H. Conway ° (09-14)	Ron Taylor ° (09-14)	
Michael McDermott (10-14)	James Rosenberg (09-19)	
Diana Purnell ° (09-14)	Rod Murray ° (*09-19)	

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

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

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

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

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
 2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

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

Staff Contact: Lower Shore Workforce Alliance
 Becca Webster, Workforce Director (410-341-3835, ext 6)
 American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
(Vacant)	(Berlin area)	17-21	Business Rep.
Jason Cunha	Pocomoke	*16-19	Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.
Melanie Pursel	Ocean City	18-22	Business Rep.

Prior Members: Since

- | | |
|---------------------------|-------------------------|
| Baine Yates | Heidi Kelley (07-08) |
| Charles Nicholson (98-00) | Bruce Morrison (05-08) |
| Gene Theroux (97-00) | Margaret Dennis (08-12) |
| Jackie Gordon (98-00) | Ted Doukas (03-13) |
| Caren French (97-01) | Diana Nolte (06-14) |
| Jack Smith (97-01) | John Ostrander (07-15) |
| Linda Busick (98-02) | Craig Davis (13-17) |
| Edward Lee (97-03) | Donna Weaver (08-17) |
| Joe Mangini (97-03) | Geoffrey Failla (15-18) |
| Linda Wright (99-04) | |
| Kaye Holloway (95-04) | |
| Joanne Lusby (00-05) | |
| William Greenwood (97-06) | |
| Gabriel Purnell (04-07) | |
| Walter Kissel (03-07) | |

PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
 Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
 Edward A. Tudor, Director (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jay Knerr	D-7, Mitrecic	Berlin	14-19
Jerry Barbierrri	D-1, Lockfaw	Pocomoke	*12-15, 15-20
Mike Diffendal	D-3, Church	Berlin	10-15, 15-20
Richard L. Wells	D-6, Bunting	Bishopville	11-16, 16-21
Brooks Clayville	D-4, Elder	Snow Hill	02-07-12-17, 17-22
Marlene Ott	D-5, Boggs	Ocean Pines	08-13-18, 18-23
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19, 19-24

Prior Members:

Since 1972

- | | | |
|--------------------|--------------------------|---------------------------------|
| David L. Johnson | R. Blaine Smith | James Jarman (99-03) |
| N. Paul Joyner | Edward A. Tudor | Harry Cullen (00-03) |
| Daniel Trimper, IV | Terry Bayshore | Ed Ellis (96-04) |
| Hugh F. Wilde | Larry Widgeon | Troy Purnell (95-05) |
| Warren Frame | Charles D. "CD" Hall | Larry Devlin (04-06) |
| Roland E. Powell | Ernest "Sandy" Coyman | Tony Devereaux (03-07) |
| Harry Cherrix | Rev. Donald Hamilton | Wilbert "Tom" Pitts (99-07) |
| W. David Stevens | Dale Stevens | Doug Slingerland (07-08) |
| Granville Trimper | Marion L. Butler, Sr. | Carolyn Cummins (90-94, 99-09) |
| J. Brad Aaron | Ron Cascio (96-97) | Madison "Jimmy" Bunting (05-10) |
| Lester Atkinson | Louie Paglierani (90-99) | Jeanne Lynch (06-11) |
| Paul L. Cutler | Robert Hawkins (96-99) | H. Coston Gladding (96-12) |
| Edward R. Bounds | Ilia Fehrer (94-99) | Wayne A. Hartman (09-14) |
| Edward Phillips | Rob Clarke (99-00) | |
| Vernon McCabe | W. Kenny Baker (97-02) | |

* = Appointed to fill an unexpired term

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)
Ext:112

Current Members:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Steven W. Rakow	Ocean Pines	*19-22	
Arlene C. Page	Bishopville	18-23	
Martha Bennett	Berlin	19-24	

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Delores W. Groves (96-99)
E. Carmel Wilson	Mary Yenney (98-03)
Daniel Trimper, III	Walter F. Powers (01-04)
William Smith	Grace C. Purnell (96-04)
William Marshall, Jr.	George H. Henderson, Jr. (97-06)
Richard G. Stone	Joseph A. Calogero (04-09)
Milton Laws	Joan Vetare (04-12)
W. Earl Timmons	Howard G. Jenkins (03-18)
Hugh Cropper	Robert D. Rose (*06-17)
Lloyd Lewis	Larry Fry (*10-14 alt)(14-18)
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	

* = Appointed to fill an unexpired term

Updated: May 21, 2019
Printed: March 6, 2020

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19
Nancy Howard	D-2, Purnell	Ocean City	(09-16), 17-20
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Wayne Ayer	D-1, Nordstrom	Pocomoke City	*19-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Naomi Washington (01-02)
Sheldon Chandler	Lehman Tomlin, Jr. (01-02)
Richard Bunting	Jeanne Lynch (00-02)
Anthony Purnell	Michael Reilly (00-03)
Richard Martin	Oliver Waters, Sr. (97-03)
Edward Hill	Charles Hinz (02-04)
John Davis	Prentiss Miles (94-06)
Thomas Shockley	Lakeshia Townsend (03-06)
Michael Delano	Betty May (02-06)
Rev. James Seymour	Robert "BJ" Corbin (01-06)
Pauline Robertson	William Decoligny (03-06)
Josephine Anderson	Grace Smearman (99-07)
Wendell White	Ann Almand (04-07)
Steven Cress	Norma Polk-Miles (06-08)
Odetta C. Perdue	Anthony Bowen (96-08)
Raymond Redden	Jeanette Tressler (06-09)
Hinson Finney	Rev. Ronnie White (08-10)
Ira Hancock	Belle Redden (09-11)
Robert Ward	E. Nadine Miller (07-11)
Elsie Bowen	Mary Yenney (06-13)
Faye Thornes	Dr. Nancy Dorman (07-13)
Frederick Fletcher	Susan Canfora (11-13)
Rev. Thomas Wall	Judy Boggs (02-14)
Richard Bundick	Jeff Kelchner (06-15)
Carmen Shrouck	Laura McDermott (11-15)
Maude Love	Emma Klein (08-15)
Reginald T. Hancock	Wes McCabe (13-16)
Elsie Briddell	Nancy Howard (09-16)
Juanita Merrill	Judy Stinebiser (13-16)
Raymond R. Jarvis, III	Arlette Bright (11-17)
Edward O. Thomas	Tracey Cottman (15-17)
Theo Hauck	Ronnie White (18-19)
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	

* = Appointed to fill an unexpired term

Updated: August 6, 2019
Printed: March 6, 2020

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SOLID WASTE ADVISORY COMMITTEE

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

Appointed by: County Commissioners

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

Number/Term: 11/4-year terms; Terms expire December 31st.

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

Meetings: At least quarterly

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

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - John Tustin - (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20
Vaughn White	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Hal Adkins	Town of Ocean City		*20-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23

Prior Members: (Since 1994)

- | | | |
|-----------------------------------|-----------------------------|----------------------------|
| Ron Cascio (94-96) | Richard Malone (94-01) | John C. Dorman (07-10) |
| Roger Vacovsky, Jr. (94-96) | William McDermott (98-03) | Robert Hawkins (94-11) |
| Lila Hackim (95-97) | Fred Joyner (99-03) | Victor Beard (97-11) |
| Raymond Jackson (94-97) | Hugh McFadden (98-05) | Mike Gibbons (09-14) |
| William Turner (94-97) | Dale Pruitt (97-05) | Hank Westfall (00-14) |
| Vernon "Corey" Davis, Jr. (96-98) | Frederick Stiehl (05-06) | Marion Butler, Sr. (00-14) |
| Robert Mangum (94-98) | Eric Mullins (03-07) | Robert Clarke (11-15) |
| Richard Rau (94-96) | Mayor Tom Cardinale (05-08) | Bob Donnelly (11-15) |
| Jim Doughty (96-99) | William Breedlove (02-09) | Howard Sribnick (10-16) |
| Jack Peacock (94-00) | Lester D. Shockley (03-10) | Dave Wheaton (14-16) |
| Hale Harrison (94-00) | Woody Shockley (01-10) | Wendell Purnell (97-18) |
| | | George Tasker (*15-20) |
| | | Rodney Bailey *19 |
| | | Steve Brown *10-19 |

* = Appointed to fill an unexpired term

TOURISM ADVISORY COMMITTEE

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
 Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department - Lisa Challenger (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u> ²
Isabel Morris	D-6, Bunting	Bishopville	11-15, 15-19
Elena Ake	D-3, Church	West Ocean City	*16, 16-20
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Michael Day	D-4, Elder	Snow Hill	*19
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23

Prior Members: Since 1972

Isaac Patterson ¹	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins ¹	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher ¹	Bill Simmons (99-04)	
Leroy A. Brittingham ¹	Bob Hulburd (99-05)	
George "Buzz" Gering ¹	Frederick Wise (99-05)	
Nancy Pridgeon ¹	Wayne Benson (05-06)	
Marty Batchelor ¹	Jonathan Cook (06-07)	
John Verrill ¹	John Glorioso (04-08)	
Thomas Hood ¹	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

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

Appointed by: County Commissioners

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

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

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

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Joseph Weitzell ^C	Mystic Harbour	05-11-15, 15-19
Bob Hunt	Deer Point	*06-11-15, 15-19
David Dypsky	Teal Marsh Center	*10-12-16, 16-20
Stan Cygam	Whispering Woods	*18-20
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22

Prior Members: (Since 2005)

John Pinnero^C (05-06) Carol Ann Beres (14-18)
Brandon Phillips^C (05-06)
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: Expense allowance for meeting attendance as authorized in the budget

Meetings: Monthly

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

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

Current Members:

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

Prior Members: (Since 1993)

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

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

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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: Liz Mumford and Tamara White, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Tamara White	D-1, Lockfaw	Pocomoke City	17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21
Kimberly List	D-7, Mitrecic	Ocean City	18-21
Gwendolyn Lehman	At-Large	Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22

Prior Members: Since 1995

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

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

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Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	
Merilee Horvat (06-09)	
Jody Falter (06-09)	
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	



PRESS RELEASE

Worcester County Government ♦ Phone (410) 632-1194 ♦ Fax (410) 632-3131

TO: Local Media
FROM: Worcester County Commissioners
DATE: March 2, 2020
FOR RELEASE: Immediately
TOPIC: Share your time and talent with the community, volunteer on a Worcester County board or commission
CONTACT: Kim Moses, public information officer, or Karen Hammer, office assistant IV, at (410) 632-1194

Share your time and talent with the community, volunteer on a Worcester board or commission

Worcester County Government (WCG) encourages those interested in becoming more involved in the community to volunteer on a Worcester County board or commission. Members are appointed by the County Commissioners to fill two types of vacancies, seats that represent each of the seven election districts and open seats that may be filled by residents throughout Worcester County.

Current district seats are available on the following boards and commissions:

- District One (Southern District) – one seat is open on the Social Services Advisory Board.
- District Three (Sinepuxent District) – seats are available on the Solid Waste Advisory Committee, Water and Sewer Advisory Council (WSAC) for Mystic Harbour, and WSAC for West Ocean City.
- District Four (Western District) – one seat is available on the Local Development Council (LDC) for the Ocean Downs Casino.
- District Five (Ocean Pines District) – one seat is available on the Solid Waste Advisory Committee.
- District Six (Northern District) – seats are available on the LDC, Tourism Advisory Committee, and Commission for Women.
- District Seven (Ocean City) – seats are available on the Building Code Appeals Board, Ethics Board, LDC, Planning Commission, and Social Services Advisory Board.

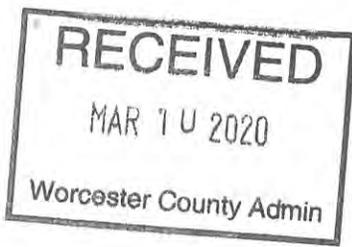
Current open seats that may be filled by residents countywide include the following:

Commission on Aging (2), Agricultural Preservation Advisory Board (1), LDC for the Ocean Downs Casino (1), Lower Shore Workforce Development Board (1), and Solid Waste Advisory Committee (2).

There is currently one vacancy as an alternate on the Worcester County Property Tax Assessment Appeal Board. Members of this board are nominated by the County Commissioners, with final appointment by the governor of Maryland.

In the event that WCG receives more individuals interested in volunteering for a particular committee than there are available seats, the Commissioners will maintain an interest list to help fill future vacancies.

Please send a letter of interest, along with a resume or cover letter outlining any pertinent experience, to khammer@co.worcester.md.us or Worcester County Administration at One West Market Street, Room 1103, Snow Hill, Maryland 21863.



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ONING DIVISION
UILDING DIVISION
DMINISTRATIVE DIVISION

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

TEL:410.632.1200 / FAX: 410.632.3008

www.co.worcester.md.us/drp/drpindex.htm

DATA RESEARCH DIVISIO
CUSTOMER SERVICE DIVISIO
TECHNICAL SERVICES DIVISIO

Memorandum

To: Worcester County Commissioners
CC: File
From: Jo Ellen Bynum *JEB*
Date: 3/10/2020
Re: Housing Rehabilitation Program Bid Recommendation

A bid opening was held recently for a single-family home rehabilitation project in the town of Pocomoke City. This project is proposed to be funded through the County's current Housing Rehabilitation grant, MD-20-CD-22. A total of four bids were received as follows:

Page

- 3 — Three Guys Construction- \$12,575.00
- 6 — Shoreman Construction Company, Inc.- \$13,100.00
- 9 — Ocean Tower Construction, LLC- \$18,274.00
- 12 — Colossal Contractors, Inc.- \$26,400.00

After reviewing the bids, it is my recommendation that the Commissioners accept the bid submitted by Three Guys Construction in the amount of \$12,575.00 as low bidder. Copies of the competitive bid worksheet and the proposal from Three Guys Construction are attached for your review.

Competitive Bid Worksheet

Item: Housing Rehabilitation Project in Pocomoke City

Bid Deadline/Opening Date: 1:00 P.M., Monday, March 9, 2020

Bids Received by deadline = 4

Milbourne Property
805 Eighth Street
Pocomoke City, MD

Contractor's Submitting Bids

Total Quote

Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

\$ 26,400

Three Guys Construction
8660 Lake Somerset Road
Westover, MD 21871

\$ 12,575

Shoreman Construction Co., Inc.
606 East Pine Street
Delmar, MD 21875

\$ 13,100

Ocean Tower Construction, LLC
12905 Coastal Highway
Ocean City, MD 21842

\$ 18,274

**THREE GUYS CONSTRUCTION
STEPHEN G. FREY
GENERAL CONTRACTOR
8660 LAKE SOMERSET ROAD
WESTOVER, MD. 21871
410-957-2868
410-957-1038(fax)
Federal Tax No. 52-1510929**

**Maryland Home Builder License Number 1055
Maryland Home Improvement Contractor License Number 7185
EPA RRP Certification Number NAT-39054-1
MDE Lead Paint Renovator License Number 12044**

**Worcester County Electrician No. G370 Somerset County Plumber No.18446
Wicomico County Electrician No. 1055 Worcester County Plumber No.18446
Somerset County Electrician No. 266EG**

**Property of Margaret Milbourne
805 Eighth Street
Pocomoke City, MD 21851**

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

Total Quote : \$ 12,575⁰⁰
Date Available to Start: 3-31-2020

Date: 3/7/2020


Signature
STEPHEN G. FREY
Typed Name
owner
Title
Three Guys Construction
Company Name
8660 Lake Somerset Rd
Address
Westover MD 21871
410 430 1109
Phone Number(s)
7185 9/14/2020
MHIC License # Expiration Date

PROJECT: MARGARET MILBOURNE

DATE: 12-10-2019

ADDRESS: 805 EIGHTH STREET

POCOMOKE CITY, MD 21851

PHONE: 443-513-0452

SCOPE OF WORK

A: Contractor to obtain any and all necessary building permits. (Pocomoke City is requiring building and electrical permits for this project). Remove all existing roof shingles, underlayment, flashings, and drip edge. Remove existing gutters and downspouts. Replace any water damaged roof sheathing. Provide and install minimum thirty pound felt paper underlayment. Provide and install new wide white aluminum drip edge. Install ice and water shield at all eaves, rakes, as well as all roof valleys and wall/roof junctions. Provide and install thirty year architectural shingles per manufacturer's installation instructions. Provide and install roof ridge venting with hip and ridge caps as necessary. Provide and install new plumbing vent boots as required. Install aluminum step flashings at chimney. Install new white continuous gutters and downspouts with splash blocks at each downspout.

Remove and haul away all construction related debris

PRICE: \$ 6495⁰⁰

B: Remove crawlspace door and install new insulated metal access door. Remove all crawlspace insulation and vapor barrier. Install new R-19 Kraft faced fiberglass batt insulation in all floor joists bays in the crawlspace. Install new 6 mil poly vapor barrier in the crawlspace. Vapor barrier to have a minimum 12 inch overlap at all seams and is to completely cover the crawlspace floor area. Install metal dryer duct from the dryer unit rear connection through the crawlspace and out the exterior wall, terminating in a self closing dryer vent hood. Dryer duct is to be properly supported in the crawlspace.

Remove all construction related debris.

PRICE: \$ 4675⁰⁰

C: Install GFCI outlets in the bathroom, kitchen sink area, and at the exterior. Install a bathroom exhaust fan in the bathroom ceiling and vent it to the exterior per current Code. Install State mandated 10 year life, lithium battery smoke detectors in house, including all bedrooms per current Code. If hard wiring all units would require major demolition and repairs, single battery operated units will be acceptable in the bedrooms currently not having hard wired units.

Replace the sliding glass door panel glass that has a failed glazing seal. The new glass is to be safety glass, as well as Low-E, insulated glass. Repair entry steps that are loose and have failed mortar joints.

Remove all construction related debris.

PRICE: 1405⁰⁰

TOTAL PRICE: 12575⁰⁰

SIGNATURE: *Steph Frey*

PRINTED NAME: STEPHEN G. FREY

TITLE: owner

COMPANY NAME: Three Guys Construction

ADDRESS: 8660 Lake Somerset Rd
Westover MO 21871

PHONE NUMBERS: FAX OFFICE: 410 957 1038 CELL: 410 430 1109

MHIC#: 7185 EXPIRATION DATE: 9/14/2020

DATE OF PROPOSAL: 3/9/2020

I have reviewed the above scope of work in its entirety and hereby accept the specifications as written.

Margaret V Milbourne 12/20/19
Owner Date

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

BID FORM

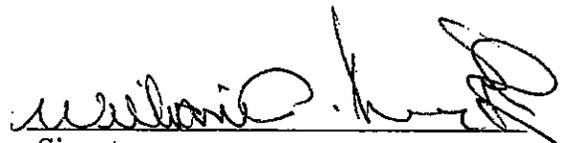
*must be signed to be valid

Property of Margaret Milbourne
805 Eighth Street
Pocomoke City, MD 21851

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

Total Quote : \$ 13,100.00
Date Available to Start: 3-18-2020

Date: 3-8-2020


Signature
WILLIAM C. HEAR N, JR.
Typed Name
OWNER
Title
SHOREMAN CONSTRUCTION CO. INC
Company Name
606 E. PINE STREET
Address
DELMAR, MD 21875
410-896-3200 443-359-0095
Phone Number(s)
5859 10-11-2021
MHIC License # Expiration Date

PROJECT: MARGARET MILBOURNE

DATE: 12-10-2019

ADDRESS: 805 EIGHTH STREET

POCOMOKE CITY, MD 21851

PHONE: 443-513-0452

SCOPE OF WORK

A: Contractor to obtain any and all necessary building permits. (Pocomoke City is requiring building and electrical permits for this project). Remove all existing roof shingles, underlayment, flashings, and drip edge. Remove existing gutters and downspouts. Replace any water damaged roof sheathing. Provide and install minimum thirty pound felt paper underlayment. Provide and install new wide white aluminum drip edge. Install ice and water shield at all eaves, rakes, as well as all roof valleys and wall/roof junctions. Provide and install thirty year architectural shingles per manufacturer's installation instructions. Provide and install roof ridge venting with hip and ridge caps as necessary. Provide and install new plumbing vent boots as required. Install aluminum step flashings at chimney. Install new white continuous gutters and downspouts with splash blocks at each downspout.

Remove and haul away all construction related debris

PRICE: ~~\$~~ 6,700.00

B: Remove crawlspace door and install new insulated metal access door. Remove all crawlspace insulation and vapor barrier. Install new R-19 Kraft faced fiberglass batt insulation in all floor joists bays in the crawlspace. Install new 6 mil poly vapor barrier in the crawlspace. Vapor barrier to have a minimum 12 inch overlap at all seams and is to completely cover the crawlspace floor area. Install metal dryer duct from the dryer unit rear connection through the crawlspace and out the exterior wall, terminating in a self closing dryer vent hood. Dryer duct is to be properly supported in the crawlspace.

Remove all construction related debris.

PRICE: ~~\$~~ 4,000.00

C: Install GFCI outlets in the bathroom, kitchen sink area, and at the exterior. Install a bathroom exhaust fan in the bathroom ceiling and vent it to the exterior per current Code. Install State mandated 10 year life, lithium battery smoke detectors in house, including all bedrooms per current Code. If hard wiring all units would require major demolition and repairs, single battery operated units will be acceptable in the bedrooms currently not having hard wired units.

Replace the sliding glass door panel glass that has a failed glazing seal. The new glass is to be safety glass, as well as Low-E, insulated glass. Repair entry steps that are loose and have failed mortar joints.

Remove all construction related debris.

PRICE: \$2,400.00

TOTAL PRICE: \$13,100.00

SIGNATURE: William C. Hearn Jr.

PRINTED NAME: WILLIAM C. HEARN JR.

TITLE: OWNER

COMPANY NAME: SHOREMAN CONSTRUCTION CO., INC.

ADDRESS: 606 E. PINE ST.

DELMAR, MO 21875

PHONE NUMBERS: OFFICE: 410-896-3200 CELL: 443-359-0095

MHIC#: 5859 EXPIRATION DATE: 10-11-2021

DATE OF PROPOSAL: 3-8-2020

I have reviewed the above scope of work in its entirety and hereby accept the specifications as written.

Margaret V. Milbourne

12/20/19

Owner

Date

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

BID FORM

***must be signed to be valid**

**Property of Margaret Milbourne
805 Eighth Street
Pocomoke City, MD 21851**

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

Total Quote : \$ 18274⁰⁰
Date Available to Start: Apr. 1, 2020

Date: 3/9/20

Ollax
Signature
Oleg ShAKIROV
Typed Name
President
Title
Ocean Tower Construction, LLC
Company Name
12905 COASTAL HWY
Address
Ocean City MD 21842
443 366 5556
Phone Number(s)
12881 11/30/2020
MHIC License # Expiration Date

PROJECT: MARGARET MILBOURNE

DATE: 12-10-2019

ADDRESS: 805 EIGHTH STREET

POCOMOKE CITY, MD 21851

PHONE: 443-513-0452

SCOPE OF WORK

A: Contractor to obtain any and all necessary building permits. (Pocomoke City is requiring building and electrical permits for this project). Remove all existing roof shingles, underlayment, flashings, and drip edge. Remove existing gutters and downspouts. Replace any water damaged roof sheathing. Provide and install minimum thirty pound felt paper underlayment. Provide and install new wide white aluminum drip edge. Install ice and water shield at all eaves, rakes, as well as all roof valleys and wall/roof junctions. Provide and install thirty year architectural shingles per manufacturer's installation instructions. Provide and install roof ridge venting with hip and ridge caps as necessary. Provide and install new plumbing vent boots as required. Install aluminum step flashings at chimney. Install new white continuous gutters and downspouts with splash blocks at each downspout.

Remove and haul away all construction related debris

PRICE: 9276.⁰⁰

B: Remove crawlspace door and install new insulated metal access door. Remove all crawlspace insulation and vapor barrier. Install new R-19 Kraft faced fiberglass batt insulation in all floor joists bays in the crawlspace. Install new 6 mil poly vapor barrier in the crawlspace. Vapor barrier to have a minimum 12 inch overlap at all seams and is to completely cover the crawlspace floor area. Install metal dryer duct from the dryer unit rear connection through the crawlspace and out the exterior wall, terminating in a self closing dryer vent hood. Dryer duct is to be properly supported in the crawlspace.

Remove all construction related debris.

PRICE: 6603.⁰⁰

C: Install GFCI outlets in the bathroom, kitchen sink area, and at the exterior. Install a bathroom exhaust fan in the bathroom ceiling and vent it to the exterior per current Code. Install State mandated 10 year life, lithium battery smoke detectors in house, including all bedrooms per current Code. If hard wiring all units would require major demolition and repairs, single battery operated units will be acceptable in the bedrooms currently not having hard wired units.

Replace the sliding glass door panel glass that has a failed glazing seal. The new glass is to be safety glass, as well as Low-E, insulated glass. Repair entry steps that are loose and have failed mortar joints.

Remove all construction related debris.

PRICE: 2395.⁰⁰

TOTAL PRICE: 18,279.⁰⁰

SIGNATURE: [Signature]

PRINTED NAME: Ren Hudson

TITLE: Estimate Mitigate Specialist

COMPANY NAME: Ocean Town Construction

ADDRESS: 12905 Ocean Coastal Highway
Ocean City MD 21842

PHONE NUMBERS: OFFICE: 410 336 4554 CELL: 410 669-3273

MHIC#: 128871 EXPIRATION DATE: 11/30/2020

DATE OF PROPOSAL: 3/9/2020

I have reviewed the above scope of work in its entirety and hereby accept the specifications as written.

Margaret V Milbourne 12/20/19

Owner

Date



Colossal Contractors, Inc.

4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

www.colossalcontractors.com

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

BID FORM

***must be signed to be valid**

**Property of Margaret Milbourne
805 Eighth Street
Pocomoke City, MD 21851**

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

Total Quote : \$ 26,400.00

Date Available to Start: 2 Weeks After Notice to Proceed

Date: 03/06/2020

Signature 
Juan R. Navarro

Typed Name
President

Title
Colossal Contractors, Inc.

Company Name
4601 Sandy Spring Road

Address
Burtonsville, MD 20866

(301) 476- 9060

Phone Number(s)
122805 08-09-20

MHIC License # Expiration Date

PROJECT: MARGARET MILBOURNE

DATE: 12-10-2019

ADDRESS: 805 EIGHTH STREET

POCOMOKE CITY, MD 21851

PHONE: 443-513-0452

SCOPE OF WORK

A: Contractor to obtain any and all necessary building permits. (Pocomoke City is requiring building and electrical permits for this project). Remove all existing roof shingles, underlayment, flashings, and drip edge. Remove existing gutters and downspouts. Replace any water damaged roof sheathing. Provide and install minimum thirty pound felt paper underlayment. Provide and install new wide white aluminum drip edge. Install ice and water shield at all eaves, rakes, as well as all roof valleys and wall/roof junctions. Provide and install thirty year architectural shingles per manufacturer's installation instructions. Provide and install roof ridge venting with hip and ridge caps as necessary. Provide and install new plumbing vent boots as required. Install aluminum step flashings at chimney. Install new white continuous gutters and downspouts with splash blocks at each downspout.

Remove and haul away all construction related debris

PRICE: \$14,600.00

B: Remove crawlspace door and install new insulated metal access door. Remove all crawlspace insulation and vapor barrier. Install new R-19 Kraft faced fiberglass batt insulation in all floor joists bays in the crawlspace. Install new 6 mil poly vapor barrier in the crawlspace. Vapor barrier to have a minimum 12 inch overlap at all seams and is to completely cover the crawlspace floor area. Install metal dryer duct from the dryer unit rear connection through the crawlspace and out the exterior wall, terminating in a self closing dryer vent hood. Dryer duct is to be properly supported in the crawlspace.

Remove all construction related debris.

PRICE: \$4,900.00

C: Install GFCI outlets in the bathroom, kitchen sink area, and at the exterior. Install a bathroom exhaust fan in the bathroom ceiling and vent it to the exterior per current Code. Install State mandated 10 year life, lithium battery smoke detectors in house, including all bedrooms per current Code. If hard wiring all units would require major demolition and repairs, single battery operated units will be acceptable in the bedrooms currently not having hard wired units.

Replace the sliding glass door panel glass that has a failed glazing seal. The new glass is to be safety glass, as well as Low-E, insulated glass. Repair entry steps that are loose and have failed mortar joints.

Remove all construction related debris.

PRICE: \$6,900.00

TOTAL PRICE: \$26,400.00

SIGNATURE:

PRINTED NAME: Juan R. Navarro

TITLE: President

COMPANY NAME: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Road
Burtonsville, MD 20866

PHONE NUMBERS: OFFICE: (301) 476- 9060 CELL:

MHIC#: 122805 EXPIRATION DATE: 08-09-20

DATE OF PROPOSAL: 03/09/2020

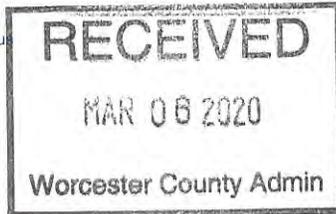
I have reviewed the above scope of work in its entirety and hereby accept the specifications as written.

Margaret V Milbourne

12/20/19

Owner

Date



8

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

March 6, 2020

To: Harold Higgins, Chief Administrative Officer
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant

Subject: CDBG Grant: Diakonia Shelter Renovations

Quotes were requested for building 1 railings/decking and building 2 roof, railings/decking and flooring and kitchenettes for the Diakonia Shelter Renovation which is being funded by Community Development Block Grant # MD-19-HI-2. Three quotes were needed to proceed with contractor selection as follows:

<u>Page</u>	<u>Building 1 Railings/Decking:</u>	
4	East Coast Contracting	\$17,536 *
12	Poseidon.	\$18,090
15	Robert's Coastal Construction	\$30,695

* = Recommended

	<u>Building 2 Roof:</u>	
16	Spicer Bros.	\$26,240 *
	Robert's Coastal Construction	\$27,200
	East Coast Contracting	\$44,551

	<u>Building 2 Railings/Decking:</u>	
	East Coast Contracting	\$37,237 *
	Poseidon	\$57,862
	Robert's Coastal Construction	\$65,555

	<u>Building 2 Flooring:</u>	
25	OC Floor Gallery	\$6,500 *
	East Coast Contracting	\$16,113.49
26	Ocean Tower	\$18,475

Kitchenettes:

Ocean Tower \$7,296
East Coast Contracting \$7,567.49 *
Poseidon \$26,500

After reviewing quotes with Diakonia, Inc. Board Members, they're recommendation of contractors be as follows:

Spicer Bros	Building 2 Roof	\$26,240.00	P. 16
OC Floor Gallery	Building 2 Flooring	\$ 6,500.00	P. 25
East Coast Contracting	Building 1 & 2 Railings/Decking & Kitchenettes	\$62,340.49	P. 4

Copies of the quotes are attached for your review.

Diakonia, Inc. Quotes for CDBG Homeless Initiative Grant

	Roberts Coastal Construction	OC Floor Gallery	East Coast Contracting	Spicer Bros.	Poseidon	Ocean Tower
Building 2 Roof	\$ 27,200.00		\$ 44,551.00	\$ 26,240.00		
Building 2 Railings/Decking	\$ 65,555.00		\$ 37,237.00		\$ 57,862.00	
Building 2 Flooring		\$ 6,500.00	\$ 16,113.49			\$ 18,475.00
Building 1 Railings/Decking	\$ 30,695.00		\$ 17,536.00		\$ 18,090.00	
Kitchenettes			\$ 7,567.49		\$ 26,500.00	\$ 7,296.00



Date	Estimate No.
3/20/2019	1952

Suite 141
West Ocean City, MD 21842

8552272505

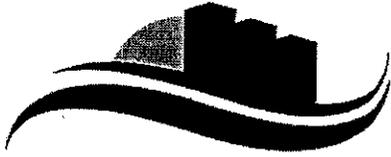
Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

REQUOTE 1/7/20

Project
12747 Old Bridge Rd Building #2

Item	Description	Qty	Rate	Total
Demo	Remove all the roof shingles, tar paper, drip edge and fasteners and dispose/clean up and place in the onsite dumpster.		8,064.00	8,064.00
Carpentry	Repair any rotten or failing roof sheathing at a per sheets price. \$125 per sheet			
Roofing	Install, GAF weather watch leak barrier in the dormer valleys step flashing the dormer walls in the process.		1,200.00	1,200.00
Roofing	Next install GAF tiger paw underlayment on the entire roof area starting from the bottom and over lapping the material at least 12".		4,200.00	4,200.00
Roofing	Install 3" aluminum drip edge at roof edges around the entire perimeter of the rooves and dormers fasten in place with 3" roof nail. Install pipe collars and vents where needed securing in place with adhesive and noncorrosive fasteners. Step flash all transitions where the roof meets the siding.		1,673.00	1,673.00
Roofing	Install GAF cobras ridge vents on the north and south dormers		1,503.00	1,503.00
Total				



Date	Estimate No.
3/20/2019	1952

Suite 141
West Ocean City, MD 21842

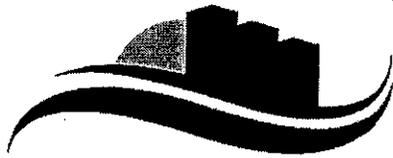
8552272505

Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

Project
12747 Old Bridge Rd Building #2

Item	Description	Qty	Rate	Total
Roofing	Install GAF Timberline American Harvest AR shingles with a minimum of 4 nails per shingle over the entire roof area (Note: we very closely with our vendors during the installation process to assure the material is installed per the manufactures specs).		25,250.00	25,250.00
Roofing	Finally install GAF ridge caps on the roof and dormer ridges with the manufacture recommended overlap.		2,661.00	2,661.00
Decks	Demo all the existing decks and rails and place in the onsite dumpster. (Note: we use a high-powered magnet to pick up any fasteners off the ground).		4,904.53	4,904.53
Carpentry	Next, repair any rotten or failing floor joists on a linear ft price. \$15 per linear ft			
Decks	Next, install new pressure treated 4x4 post matching the layout to the existing		1,856.03	1,856.03
Total				



Date	Estimate No.
3/20/2019	1952

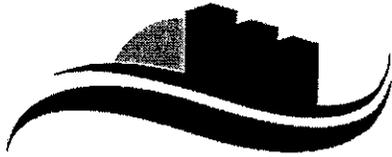
Suite 141
West Ocean City, MD 21842

8552272505
Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

Project
12747 Old Bridge Rd Building #2

Item	Description	Qty	Rate	Total
Decks	Next, install Trex enhanced basic composite decking (color clamshell) with hidden fasteners to the north, south and east decks and steps (Note: we very closely with our vendors during the installation process to assure the material is installed per the manufactures specs).		16,815.07	16,815.07
Railings	Next, matching the existing layout of rails install a white vinyl rail system with sleeves and caps over the 4x4 post.		13,662.31	13,662.31
Floor Coverings	Remove any furniture demo all the 2nd floorings floor covering and dispose at an offsite location. Grind, prep and level the 2nd floor to except the horizon flooring correctly. Install LVP horizons throughout the entire 2nd floor level with transition floor jams installed where necessary.		16,113.49	16,113.49
Carpentry	Finally install quarter round molding around the perimeter of the floor.			
Total				



Date	Estimate No.
3/20/2019	1952

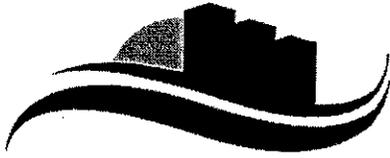
Suite 141
West Ocean City, MD 21842

8552272505
Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

Project
12747 Old Bridge Rd Building #2

Item	Description	Qty	Rate	Total
Cabinets & Va...	Install FIRST floor new kitchenette to model the existing with mid -grade white shaker cabinet and plywood backing laminate countertop. Next Install plumbing and new double sink with faucet.		3,766.37	3,766.37
Cabinets & Va...	Install SECOND floor new kitchenette to model the existing with mid -grade white shaker cabinet and plywood backing laminate countertop. Next Install plumbing and new double sink with faucet.		3,801.12	3,801.12
Carpentry	Install 25 new gun metal grey lockers with a dimension of 15"x21"x72" per unit (exact location TBT)		8,509.08	8,509.08
Total				\$113,979.00



Estimate

Date	Estimate No.
3/20/2019	1953

Revised on
11/7/20

11914 Back Creek Road
Bishopville, MD 21813

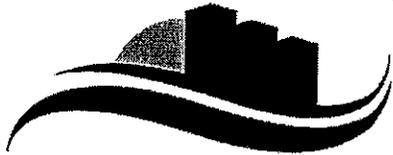
8552272505
Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
	Railings/Decks Building 1 Total		\$17,536.00	
Joint sealant	Apply joint sealant around all the exterior windows.		563.00	563.00
Demo	Demo all the existing decks and rails and place in the onsite dumpster. (Note: we use a high-powered magnet to pick up any fasteners off the ground).		4,516.00	4,516.00
Carpentry	Next, repair any rotten or failing floor joists on a linear ft price. \$15 per linear ft			
Total				

Signature _____



Date	Estimate No
3/20/2019	1953

11914 Back Creek Road
Bishopville, MD 21813

8552272505

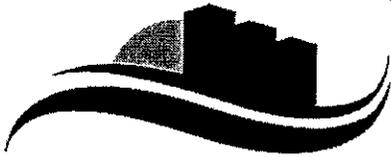
Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
Decks	Next, install new pressure treated 4x4 post matching the layout to the existing		972.00	972.00
Decks	Next, install Trex enhanced basic composite decking (color clamshell) with hidden fasteners to the north deck and ramp.		7,919.00	7,919.00
Railings	Next, matching the existing layout of rails install a white vinyl rail system with sleeves and caps over the 4x4 post.		4,129.00	4,129.00
Demo	Demo the wall that connects the two upstairs bathrooms to combine them into one bathroom. Demo the toilet, vanity, flooring, and bathtub/shower and remove to an offsite location.		1,013.00	1,013.00
Total				

Signature _____



Date	Estimate No
3/20/2019	1953

11914 Back Creek Road
Bishopville, MD 21813

8552272505

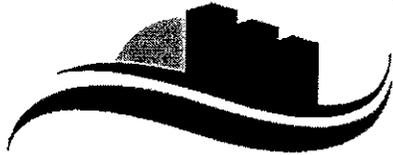
Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
Floor Coverings	<p>Demo all the existing 2nd floor floor coverings on the second floor and dispose to an offsite location.</p> <p>Grind smooth and level all the floors on the second floor and down the steps.</p> <p>install Cortech pro plus throughout the entire 2nd floor (bedrooms, bathroom, hallway and down the steps/risers) with a bull nose on the steps to give a finished product.</p>			
Plumbing	<p>Install a new 60" tub/shower in the bathroom</p> <p>Install a new toilet and vanity with mirror in the bathroom</p>		2,364.00	2,364.00
Carpentry	<p>Repair all the drywall in the bathroom and install a new trim package with a interior 30" right hand six panel door.</p>		810.00	810.00
Interior Paint	<p>Caulk putty, and paint the bathroom walls ceiling and trim (color TBT)</p>		535.00	535.00
Carpentry	<p>Install quarter round molding around the freshly installed VP flooring</p>		552.00	552.00
Total				

Signature _____



Date	Estimate No.
3/20/2019	1953

11914 Back Creek Road
Bishopville, MD 21813

8552272505
Info@eastcoastnow.com

Diakonia Inc.
12747 Old Bridge rd
Ocean City MD. 21842

Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
General condit...	Porte john, sundries, lift rental, job site supervision, dumpster, waste management.		3,500.00	3,500.00
	<p>~~~~~ CHANGE ORDER ~~~~~ November 21, 2019 > Removed 1 Demo. (-\$5,300.00) > Removed 1 Roofing. (-\$800.00) > Removed 1 Roofing. (-\$2,103.00) > Removed 1 Roofing. (-\$1,266.00) > Removed 1 Roofing. (-\$350.00) > Removed 1 Roofing. (-\$403.00) > Removed 1 Roofing. (-\$14,693.00) > Removed 1 Roofing. (-\$1,612.00) > Removed 1 Siding. (-\$7,045.00) > Removed 1 Carpentry. (-) > Removed 1 Siding. (-\$5,280.00) > Removed 1 Siding. (-\$7,379.00) > Removed 1 Metal/break. (-\$4,177.00) > Removed 1 Siding. (-\$21,193.00) > Removed 1 Siding. (-\$3,548.00) Total change to estimate -\$75,149.00 ~~~~~</p>			
Total				\$26,873.00

Signature _____



Deck, Ramp, Steps and railing replacement – Building 2 – Back Building

1. New decking, steps, ramps and railing to conform to Worcester County Building Code Requirements
2. Obtain any necessary permits
3. Removal of all construction debris
4. Remove and dispose of existing decks, ramps, steps and railings on both buildings
 - a. Please note that Poseidon understands that the facility must maintain operation during the renovation phase. The decks, ramps, steps and railings will be put be able to be used by the end of each working day at 4:30 PM, Monday – Friday.
5. Replace decks, steps, and railings with Trex Composite Decking, color to be Clam Shell.
 - a. Please note that the Rise will be ½" Azek
6. All posts to be wrapped in white vinyl
 - a. This is a similar look as what the front porch in Building 1 of the Diakonia center has
7. Replace railings with white vinyl railing
8. Replace any deficient stringers on decks or ramps

Total investment to complete this work is **(\$57,862.00)** Fifty Seven Thousand Eight Hundred Sixty Two and 00/100 Dollars

Poseidon Plumbing & Home Services
12637 Sunset Ave. Suite 1
Ocean City, MD 21842
(410)251-1096



08/14/2019

Poseidon Plumbing & Home Services proposes the following to The County Commissioners of Worcester County, Maryland in conjunction with Diakonia, Inc. for renovations at the property at 12747 Old Bridge Road, West Ocean City, MD 21842

Deck, Ramp, Steps and railing replacement – Building 1 – Front Building

1. New decking, steps, ramps and railing to conform to Worcester County Building Code Requirements
2. Obtain any necessary permits
3. Removal of all construction debris
4. Remove and dispose of existing decks, ramps, steps and railings on both buildings
 - a. Please note that Poseidon understands that the facility must maintain operation during the renovation phase. The decks, ramps, steps and railings will be put be able to be used by the end of each working day at 4:30 PM, Monday – Friday.
5. Replace decks, steps, and railings with Trex Composite Decking, color to be Clam Shell.
 - a. Please note that the Rise will be ½" Azek
6. All posts to be wrapped in white vinyl
 - a. This is a similar look as what the front porch in Building 1 of the Diakonia center has
7. Replace railings with white vinyl railing
8. Replace any deficient stringers on decks or ramps

Total investment to complete this work is **(\$18,090.00)** Eighteen Thousand Ninety Dollars and 00/100 Dollars

Poseidon Plumbing & Home Services
12637 Sunset Ave. Suite 1
Ocean City, MD 21842
(410)251-1096



08/14/2019

Poseidon Plumbing & Home Services proposes the following to The County Commissioners of Worcester County, Maryland in conjunction with Diakonia, Inc. for renovations at the property at 12747 Old Bridge Road, West Ocean City, MD 21842

Kitchenettes

1. Removal of all construction debris
2. Remove and disposal of existing Kitchenette
3. Supply & install new kitchenette consisting of two (2) base cabinets, two (2) wall cabinets, one (1) Pantry cabinet, laminate counter top, faucet, sink and toe kick for five (5) units. One (1) unit to have a single desk cabinet drawer in lieu of a sink base, to allow for better wheel chair access
4. Units to be all plywood construction
5. Re-plumb sink and faucet
6. Install new laminate counter top
7. Colors to be selected by Diakonia, Inc.

Total investment to complete this work is (\$26,500.00) Twenty Six Thousand Five Hundred and 00/100 Dollars

Poseidon Plumbing & Home Services
12637 Sunset Ave. Suite 1
Ocean City, MD 21842
(410)251-1096



10-23-19

Estimate

Diakomia

Rear Building roof

- Remove one layer of shingles
- Install ice and water shield in the valleys
- Install drip edge
- Install felt buster underlayment
- Replace vent collars
- Install Certainteed 30 year shingle to match front roof
- Remove job related debris
- Additional charge for rotten wood replacement

\$ 27,200

Rear and front building railings

- Remove existing
- Install white vinyl post sleeves
- Install white vinyl rails, caps, and bottom rings

\$ 25,881.41

Rear building

\$ 11,542

Front building

Rear and front building decking

- Remove existing
- Install ever grain decking with face fasteners

\$ 39,674.40

Rear building

\$ 19,153.61

Front building

Additional charge for grab rails

12745 OLD BRIDGE ROAD ★ OCEAN CITY, MD ★ 21842
 CELL (610) 716-1492 ★ HOME (443) 664-5229 ★ FAX (443) 664-5233
 MARYLAND HOME IMPROVEMENT #124214 ★ MARYLAND HOME BUILDER #4011



www.spicerbros.com
www.facebook.com/SpicerBrosRoofing
[Spicer Bros YouTube Channel](https://www.youtube.com/channel/UC...)
www.twitter.com/spicerbros

32221 Beaver Run Drive
 Salisbury, MD 21804
 Phone: 410.546.1190
 Fax: 410.546.1191

MHIC #126369
 MD/DE/VA (class A)

[Our Angie's List Reviews](#)

Proposal

Reference #20281

Submitted to:
 Diakonia, Inc. -Mike Diffendal
 12747 Old Bridge Road
 Ocean City, MD 21842

For Project Name:
 rear building roof @ same

Scope of Work: We propose the following services to include all labor and materials as specified.

Ask about our NEW ROOF LESS MESS process, this is our commitment to protecting your investment and landscape.

Roof: We will remove the asphalt shingles (one layer) from the roof deck and inspect the exposed roof deck. Any rotten or damaged wood structure found (that directly interferes with or hinders this installation) at any time during this process will be reported to the owner immediately. Upon authorization, Spicer Bros. will replace rotten or damaged structure on a time and material basis and all sheathing @ a rate of \$64.00/ full sheet.

We will install GAF "Weather Watch" Leak Barrier ice and water shield in all valleys, at all eave locations (two full rows up the roof deck from the drip edge), around the perimeter of all roof penetrations to include pipe collars, chimneys and skylights (where applicable). In areas where the siding was removed, we will install Weather Watch a minimum of 6" up onto the walls. After the Weather Watch is installed, we will install new aluminum flashing as required by the manufacturer. As you may understand, installing a new roof with old flashing is cause for issues/leaks in the future. Pictures will be provided as attachments to illustrate these requirements. Please make sure these details are included in competing proposals.

We will install Deck Armor synthetic and breathable underlayment on all remaining roof deck surfaces.

We will install new ODE style drip edge on the gables and applicable eaves white in color. Please initial for color_____.

We will install GAF "Pro Start" starter shingles around all-eave and rake locations.

We will install GAF Timberline "American Harvest" series (typically an upgrade but we are offering this for a limited time only) or GAF Timberline HD AR (algae resistant) shingles. Please visit the www.gaf.com website to review the shingle selections or visit one of our showrooms in Lewes, DE or Salisbury, MD. The shingles will be installed with 6, 1.25" fasteners per full shingle. We have provided you with the option to upgrade to the GAF Timberline Ultra HD shingles that are 53% thicker than the standard shingles. Color_____ Customer print name for approval_____.

We will install GAF Cobra Snow Country Advanced low profile ridge venting into the existing or newly cut locations. You must read the Ventilation & Moisture Education which is on pages 5 & 6.

We will install new "Lifetime Tool" lifetime pipe collars on all pipe penetrations that are 4" or less.

We will install new GAF "TimberTex" Premium ridge caps.

We will remove all debris resulting from this improvement. Dumpster and landfill fees are included in the price of this proposal.

Included Warranty: Silver Pledge: As an option; we have offered you the GAF "Silver Pledge" warranty. This warranty is a replacement warranty (labor & material) and unlike the "Systems Plus", with this warranty, the manufacturer covers OUR WORKMANSHIP for 10 years as well as the "Roofing System" and is also transferable (with-in first 20 years). In short; with this warranty, GAF covers our workmanship for 10-years (Ten) and the System for 40 years whether we are in business or not. Only a Master Elite (not a Certified) can offer this peace of mind warranty upgrade. This warranty is registered upon payment in full and you must select either Shingle Mate, Tiger Paw or Deck Armor along with this option; if either is not included up front. The Systems Plus offered by the entry level "Certified" Contractors does not cover the workmanship along with the system.

Warranty upgrade: GAF Golden Pledge upgrade: As an option; we have offered you the GAF "Golden Pledge" warranty. This warranty is a replacement warranty (labor & material) and unlike the "Systems Plus", this warranty covers OUR WORKMANSHIP for 20 years as well as the "Roofing System" and is also transferable (with-in first 20 years). Click here for details on the Golden Pledge. In short; with this warranty, GAF covers our workmanship for 20 years (TWENTY) and the System for 40 years whether we are in business or not. Only a Master Elite (not a Certified) can offer this peace of mind warranty upgrade. This warranty is registered upon payment in full and you must select either Shingle Mate, Tiger Paw or Deck Armor along with this option; if either is not included up front. Due to the nature of this warranty GAF WILL be inspecting the installation by using one of their own inspectors (not a third party). Sidewall and head wall flashings MUST be replaced if and where applicable (exclusions may be EFIS, Asbestos siding, Etc.).

Pricing and Options: Please initial selected option(s) upon acceptance and write in color selection. Prices are good for 30 days.

_____ Tear off with GAF Timberline "American Harvest" or Timberline "HD" shingles: **\$26,240.00**. This selection comes standard with the GAF Silver Pledge warranty as mentioned above. Again, the Systems Plus offered by Certified Contractors DOES NOT cover the workmanship/installation, it just covers the system/materials and the Contractor has to offer their in-house workmanship warranty, which is gambling on the most important part of the job, the installation and they have to remain in business to fulfill the workmanship warranty. Only a Master Elite can offer the factory backed, Silver & Golden Pledges that cover the system/materials for a "lifetime" and our workmanship for 10 or 25 years.

___ Upgrade to Ultra HD's (58%) thicker: **\$1,984.00**

___ Golden Pledge Warranty option: **\$768.00**

Spicer Bros. discounts or rebates found on any online source may or may not be used in conjunction with credit card payments or financing. Please do not hesitate to ask if you have a question regarding this. Multiple offers cannot be combined on the same purchase.

Terms of Payment: 1/3 down: \$ _____ based on the selected option(s), 1/3 prior to start: \$ _____ & the balance is due "AT" the time of completion: \$ _____. The work can be scheduled to coordinate with the day that final payment can be made.

Please note: We may match any "legitimate" competitors' price. The competitors' proposal must be provided in writing or typed (on a company letterhead) and be an apples to apples comparison in regards to the scope of work, certifications and warranties. The "competitor" must be properly licensed and insured in the municipality or state in which the job is proposed as required by LAW. We reserve the right to deem whether the "competitor" and the price of the competitor are at reasonable market values. We also accept Visa, Master Card, American Express & Discover! Credit card payments are subject to 3.5% processing fees.



www.gaf.com/verify Verify our "Master Elite Weather Stopper Roofing Contractor Credential", type in our #, ME27485.

Acceptance:

As owner or agent on behalf of the above-mentioned property, I hereby authorize Spicer Bros. Construction, INC. to perform the work and/or services specified in this agreement. I agree to meet the terms of payment as specified. I have also read and understand the Terms and Conditions as well as the workmanship guarantee herein this agreement. There are no oral representations related to this agreement not included herein.

Owner/Owner's Agent

Date

BKS
Brian K. Spicer
President

02/11/2020
Proposal Date

SBC Contract page
Workmanship Guarantee:

For a period of ten years, if water leakage occurs or any component of the installation fails due to workmanship performed by us, we agree to repair the same without charge.

The following are excluded from this coverage: a) installation details not specifically outlined within the scope of work, b) natural disasters including, but not limited to hurricanes, lightning, tornadoes, and earthquakes, c) distortion, movement, buckling, leakage or cracking of any material or substrate condition caused by any design defect, or underlying conditions having ceased or failed to conform to manufacturer's specification for installation, d) damage associated with other person's traffic or contact with the installation, e) any water damage occurring more than two business days after the discovery of a leak, unless we are notified within two business days of its discovery, f) damage from wind gusts exceeding manufacturer's individual wind ratings, g) expansion and contraction of metal work typically caused by fluctuations in temperature, or h) areas that pond water.
This work carries no further guarantee unless otherwise specified herein.

Terms and Conditions of Contract: Contractor here in named as Spicer Bros.

Please understand that we take every precaution necessary to capture fasteners (nails) from the job site. Your home will become a "construction site" for the duration of your renovation. A typical roof or other renovation will have twelve thousand (12,000) or more nails removed and twelve thousand (12,000) installed, we cannot guarantee that all fasteners will be captured during clean-up. If you were to find twelve nails after the installation, we would still be at a 99.999% accuracy for capturing nails. The customer must assume some responsibility and understand that the probability of finding 100% of the fasteners after the job is complete is not guaranteed. Different textures and heights in terrain, stones, grass mulch, uneven surfaces, etc. hinder the process of capturing 100% of the fasteners. You are asked to take precautions and perform your own inspection of the work area, driveway, flower beds, etc. prior to walking, driving or accessing any of the work areas. We require you to be available at the jobs completion to perform a walk around with our representative for the purpose of inspecting the job clean-up, job quality and to submit your final payment. Obstacles on the roof are the responsibility of the owner; satellite dishes, lightning rods, antennas, decorations etc., (but not limited to the previously mentioned). We will remove the satellite dishes and re-install them but are not responsible for the signal. You must contact your satellite provider to make adjustments and this may or may not incur additional fees, paid to them and not included in this proposal. Spicer Bros is NOT responsible for damaged caused by the re-use of existing skylights or any other roof penetrations or flashing details not originally installed by Spicer Bros unless otherwise noted in our scope of work. Interference with any portion of a Spicer Bros. installation, by others, will void ALL warranties. Please understand that new skylights are not exact replicas of the current or old skylights and may require additional trim to make the skylight installation appear finished off. These additional charges are not included and it will be determined if additional trim is required once the new ones are installed.

Spicer Bros will NOT be responsible for our fasteners penetrating the installations of others that are not routed to the code specific to the trade. An example of this is HVAC lines that are too close to the roof deck and our nails penetrate the lines, or a water line that is too close to the underside of the roof deck or too close to the outside wall. Our nails must penetrate no more than 1.25" through the roof deck or sidewall. Removing multiple layers may expose flashings and other structure that may not be visible at this time. Unless noted in the proposal, the concealment of such findings is not included and may incur additional fees. Spicer Bros. shall not be responsible for replacement of deteriorated woodwork, wood or other sub-surface material found during the process of work. Spicer Bros. cannot be responsible for the removal of additional layers of roofing or other materials not visible during our inspection of the property. If additional layers are found, we will bring it to the attention of the owner immediately. Such findings will incur additional fees. Spicer Bros. can only be liable for the removal of number of layers listed in our scope of work. Any design or construction defects (cosmetic or structural) not found during our routine inspection or assessment of the work to the property shall be the responsibility of the owner/owner's agent. The installation of new roofing either by a roof over or tear off will not fix dips or sags that are in the roof structure and may cause such issues to be more noticeable after the installation of new shingles; Spicer Bros is not responsible for such issues in your structure. In the event repairs or work is required not included in the scope of work, it will be completed at a rate of \$70.00 per man hour plus material costs. Additional work will not be completed without written authorization. In most instances, a delivery vehicle or equipment shall be necessary to access the property. Spicer Bros. is not liable for personal or property damage caused by these vehicles or machinery. Building occupants and neighbors should be aware that this work will involve tools, equipment and practices that may create excessive noise to complete the work. The owner/owner's agent shall not interrupt or interfere with the progress of work. The owner/owner's agent shall in no way try to employ or contract work with any employee or subcontractor of Spicer Bros. during the installation or replacement process. All agreements are contingent upon strikes, material availability, accidents, inclement weather conditions, and any other circumstance beyond our control. Spicer Bros. cannot be held responsible for the work or lack of work of others. After the beginning of a project Spicer Bros will send a progress invoice to cover "all materials" and the application of materials used to date if we are being held up or stopped due to the work or lack of work by others. It is the responsibility of the owner to insure the site is ready for our services. This proposal is based upon the assumption that the property does not have any material containing asbestos. In the event that asbestos containing materials are found, work will cease immediately. It shall then be the owner's responsibility to dispose of this material before work shall commence and Spicer Bros. shall not be responsible for costs, delays, or any damage related to this process. Unless otherwise indicated, permits and related costs will be the responsibility of the owner/owner's agent. This contract incorporates all provisions for work as noted herein. We do not include credit card fees when preparing our proposals therefore we will not provide discounts for cash or check. No representative, employee, subcontractor, or agent of Spicer Bros. has any authority to assume any additional liability or responsibility, expressed or implied, in connection with work noted herein this contract. Owner/owner's agent agrees to pay a service charge of 1.5% monthly (18% annum) on all balances past due, this in accordance with terms agreed on by both parties. In the event that it becomes necessary to place this account in the hands of an attorney for collection, the owner/owner's agent agrees to be liable for said costs, including a 30% collection fee or the maximum legal limit, court costs, and reasonable attorney fees.

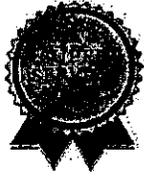
This contract can be withdrawn within 72 hours of acceptance or if not accepted within 30 days.

Verification of insurance is available upon request.

For work in the state of Maryland, all home improvement contractors must be licensed by the Maryland Home Improvement Commission. Inquiries about a contractor and their licensing status may be directed to the Maryland Home Improvement Commission at 410-230-6309 or 1-888-218-5925.

Verification of insurance is available upon request.

SBC-INC REP: INITIAL _____ DATE: _____ OWNER/AGENT: INITIAL _____ DATE: _____



Ventilation & Moisture Education

Attic ventilation is important in reducing excess moisture in the attic. Since we did not install your soffits, build your home or insulate your attic (but not limited to the aforementioned); we cannot verify that your current structure is designed for the optimal performance of modern ventilation products that reduce or eliminate moisture that could cause mold or growth in the attic. The current design of your home may, and in most cases, does hinder the performance of modern ventilation products that remove or reduce excess moisture from the attic. A roofing renovation alone **MAY NOT** achieve optimal ventilation results by reducing or eliminating moisture.

Optimal ventilation as based on the U.S. FHA 1/300 guidelines (link below) often requires modifications that are not covered in a standard roofing proposal. These additional modifications can become costly. Such modifications may include; a complete soffit renovation, closing off of gable vents, adding additional insulation with a vapor barrier between the ceiling and attic floor, opening up of inaccessible free air spaces in the attic (an A frame roof that has no access to other portions of/or the main attic), proper concealment of heat loss sources from the living space to the attic, such as; recessed lighting, heat ducts or registers, skylight or sun tunnel wells, cathedral ceilings, cathedral ceilings without verifiable flow channels, HVAC systems, leaking HVAC ducts pumping warm air into a cool attic space and bathroom exhaust fans to name a few. By no means is this list limited to the aforementioned. Air leakage from below causes excess moisture in the attic and, where there is moisture, you have an ingredient for mold growth (often seen on the underside of the roof deck). All of the homes components have to work in conjunction with one another. We can calculate what we feel is necessary for attic exhaust (ridge venting) but, that assumes that there are no air leaks from the living space. We can install ridge vent based on the 1/300 rule but, you can still experience black growth on the underside of your roof deck after a new roof is installed, again, the interior heat loss is the underlying cause of this condition. It is common in the winter months to have condensation issues that you may not have had before the new roof. These issues are caused by the hot air from below escaping into the attic space and trying to escape (heat rises) through a cold roof deck, thus causing black spots on the underside of the roof (often called black mold by mold experts). A new roofing system is much heavier and the modern underlayment products are much better which will not allow for the hot air to penetrate or escape through the roof deck as the old roofing system did. The good is that, the new roofing system has protective properties from both sides. The bad would be, moisture on the roof deck or nails and you have now identified that you have an unbalanced system that does not work with the **NEW** roofing system. The evidence would be with moisture on the roof deck and nails and over time, this can become black growth.

The shingle manufacturer (GAF) does not consider the above issues, results or aftermath of a new roofing installation as manufacture defect nor installation/workmanship error, so, simply it is **NOT** covered by the manufacture and they will refer you back to us. We will then refer you to a company licensed and skilled in mold remediation as well as a company skilled in heat loss and energy conservation, sometimes this may be the same company. If we (contractor and customer) agree to have ventilation products installed in your roofing proposal, it is with the understanding that we (Spicer Bros.) are merely "estimating" the products and amounts of products to be used based on the assumption that everything else is working properly and there is zero heat loss into the attic space. We will also use the 1/300 rule as a guide. Since we cannot verify with 100% satisfaction that everything is working properly in your home, we may opt to leave the ventilation system as it is and replace the current exhaust products (if any) with modern replacements or "like" materials. For example; if you have square vents on your roof, we will install new square roof vents, if you have an attic fan, we will replace it with a new attic fan, if you have no exhaust or intake at all, we may opt to leave it as is, etc. Your estimator has been trained on optimal "standards" and guidelines and can merely educate and offer suggestions based on minimal information. For example; just because you have vented soffits does not mean we are responsible for them working properly, again, we did not install them. We will educate you on what the optimal intake and exhaust is or should be but, we cannot be responsible for underlying or existing conditions that would cause excess moisture in the attic (even if they become evident after a new roof).

Ventilation & Moisture Education continued:

Please note, we are not here to scare you, we are here to educate you. If these issues arise as a result of a new roof installation, we can assist and provide pricing for other renovations that may eliminate the issue. We will also direct you to remediation or energy loss firms as previously mentioned. We will work hand in hand with you to remedy the situation. We are an exterior contractor that installs 300+ roofs per year and we have this issue arise on 2 to 3 out of every 100 roofing installs. Although this may seem like a minimal percentage, we do feel it is our obligation to educate you on the issue of moisture and ventilation. We are not energy loss consultant professionals nor mold experts. We cannot identify black spots or growth as "mold", as we are not licensed to do so. Many people replacing roofs are not going through the steps required to "adequately" ventilate their roof as this requires more than a roofing proposal and scope of work as outlined above. This expenditure can become astronomical.

Other roofing contractor are doing you an injustice by not educating you on the possible issues that a new roof can identify. Most will not mention this and will leave you to deal with it when and if it were to happen.

Below are links to educate you on the ventilation and or condensation issues that are possible.

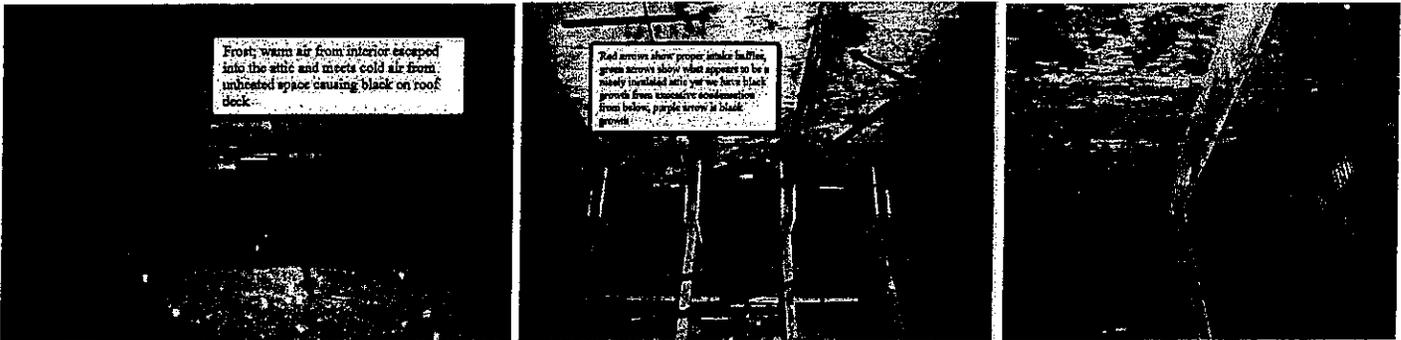
<http://www.huduser.gov/portal/Publications/PDF/nistir.pdf> HUD standards.

<https://www.youtube.com/watch?v=2E6dxDeRWno> (great video)

<https://www.youtube.com/watch?v=V8nylV4Ql3g> (great video)

<https://www.youtube.com/watch?v=w1Gkcm2AE7jw> (basic education)

Here are a few photos that show what we have discussed in this ventilation document, with the underlying issue being heat loss from the heated home into the attic space, not the roofing. The new roof may have identified the issue but, the new roof is NOT the issue. You can see that the middle picture has baffles or flow channels to allow adequate air into the attic yet, excessive heat loss from the interior is fighting against the intake/exhaust process and warm air mixed with cold air causes condensation, condensation causes what you see in the photo.



I have read and understand that my current design and structure may not be optimal for modern day ventilation products that would yield the optimal 50/50 or even a 60/40 split of air intake vs exhaust and understand that Spicer Bros. is not responsible for the entire ventilation system with having just proposed a roofing scope of work. I understand that experts in the energy loss field may be required to properly access the performance of my home.

Name _____ Date _____ Proposal # _____

Name _____ Date _____ Proposal # _____



BEFORE THE ESTIMATE:

Q: Do I need to be there for the estimate?

A: Not necessarily but we encourage you to be there. If you have skylights we encourage the replacement of these especially if they are as old as the roof, we need to obtain the measurements for accurate ordering purposes from the interior. We can also provide you with an in home consultation that goes into detail on the specifics of your renovation. We can discuss what is required so that you can compare competitor's proposals to ours to make sure they are apples to apples. We ethically guarantee a proposal that will satisfy local and manufactures codes.

PROPOSAL QUESTIONS

Q: What exactly are "Apples to Apples"?

A: Everything in the scope of work must match and credentials must be equal.

Q: How long is an estimate good for?

A: 30 days

Q: How are you basing your prices?

A: On current industry/trade standards and practices

Q: What is the difference between the "Systems Plus" warranty and the optional "Golden Pledge" warranty?

A: Our installation comes standard with a 10-year workmanship warranty (MD, DE & VA) and a 50 year Systems Plus Manufacturer's warranty (with GAF roofs). Basically, any issues that derive from the workmanship, quality or hands-on actual installation labor are covered by Spicer Bros. The materials, when installed properly, are covered for a period of 50 years (40 years on commercial properties) by GAF, the manufacturer. The Golden Pledge is a warranty that only a Master Elite Roofing Contractor can offer as we have met critical and specific criteria to obtain the credential. This warranty is a 40-point factory inspection of your roofing project that will then be covered by the manufacturer and leave you protected by them with a Material and Workmanship warranty if Spicer Bros. is no longer in business. Of course, as long as we are here (we intend to be here!) we are your immediate contact for any issues that may arise and we will be sure to accommodate your concerns in a timely manner. In short: Systems Plus = We, Spicer Bros., cover the workmanship and GAF owes you the 50 year on materials. Golden Pledge = GAF covers the ENTIRE roof, labor and materials as specified in their Golden Pledge warranty.

Q: Another contractor did not propose ridge venting and said we do not need it.

A: It is 2012 IBC code to have an air "intake", either vented soffit at the underside of the eaves (if eaves are present) or GAF Intake Pro vent installed on the roof deck just over the heated space. It is also 2012 IBC code to have an exhaust at the roof's peak to complete the airflow circuit of "intake" and "exhaust". Although this is the highly recommended approach, it is also known that most older homes are not built with this technology in mind as it wasn't the norm at that time. The shingle manufacturers are aware that most homes would require more than a roofing renovation in order to meet this code. Over the last few months, the manufacturers have relaxed on the demand for this and WILL ALLOW the registration of a new roof, with either; the System Plus or Golden Pledge knowing that most homeowners will not upgrade other necessary components. If a Golden Pledge is selected, GAF will register the roof with the disclaimer that ventilation was not accepted by the homeowner but was discussed by the contractor. For those that wish to adhere to the standard, intake and exhaust products are available. Beware of contractors who do not educate on the ventilation issues. They either are not genuine roofing contractors or are cutting items to deliver a low price to be awarded the business. Venting is important so moisture does not sit in your home. This is not a corner an informed home owner or reputable contractor would ever cut. The intake Pro eliminates the need to renovate the soffits as this material is installed on the roof deck, at the lower edge.

Q: My neighbor just had his roof replaced and he did not get ridge venting.

A: Since the Spring of 2012 all municipalities in this area have been under the 2009 IBC (International Building Code) that requires adequate roof ventilation when updating or replacing an existing roof.

Q: We have gutter guards ("Gutter Helmet") on our gutters and were told they need to be removed to prevent damage. Why?

A: Gutter guards that are the helmet type will or may need to be removed by the installer if they are under warranty. Our removal and/or re-installation could void the warranty. Please notify your Gutter Guard dealer if you have these to verify the warranty requirements. Most gutter cover types (other than the helmet type) can be covered (instead of removed) as they do not interfere with the roof and we can take care of this at no extra charge.

Q: I don't need a 50-year shingle or warranty that you proposed.

A: The practical, everyday Architectural GAF shingle that we install comes with this warranty (Systems Plus Warranty) at no extra charge and we cannot take it away from you.

Q: I just want 3-tab shingles or the cheapest shingle available. Why did you propose the Architectural series?

A: At Spicer Bros, we install 3-tab shingles for the same price as Architectural. We encourage the use of Architectural as you, the consumer gets a valuable "free" warranty that does not come with the use of 3 tabs for the same amount of money.

Q: Why is standing seam (metal roofing) so expensive?

A: The cost of metal has increased over the past few years and the installation requires highly skilled craftsmen that are paid on their level of expertise. This is a time-consuming installation.

Q: I do not want to replace my skylights. Why can't you guarantee the re-use of the existing ones?

A: According to Maryland Home Improvement Law, we owe you (Maryland residents) a 10-year workmanship warranty. Most used skylights WILL fail during this 10-year time frame causing damage to the interior for which we cannot be held responsible. We highly encourage the replacement so we can be accountable for the entire installation. If you strongly insist that the current skylights be re-used, you will be asked to sign a waiver relieving Spicer Bros. Construction, Inc. of all

damages caused by the failure or re-use of existing skylights.



INDUSTRY INFORMATION:

Q: What is the difference between standing seam metal roofs and corrugated metal?

A: Corrugated installations have exposed fasteners in roof field which can cause potential leaks after the gasket on the fastener fails within a few years. For this reason, we will only install standing seam metal roofing.

Q: Do metal roofs rust when exposed to sea air?

A: No. We use aluminum and it does not rust.

Q: What are today's wind ratings for your average GAF roof system?

A: The average is 130mph

Q: What is the difference between soffit and fascia?

A: Soffit is Horizontal and Fascia is vertical

Q: Are asphalt roofs put on with nails or staples?

A: Nails

Q: Attic fans? Are they necessary in all attics?

A: No. Roofs with little to no ridge poles are ideal for attic fans. Attic fans are site specific.

Q: Who should we call when there has been damage to our roof because of Mother Nature? You, or my insurance company?

A: It is easiest for you to call the insurance company first and make your claim and then call us.

Q: What else can cause water leaks in the ceiling if it's not the roof?

A: HVAC drain pan clogs, flashing, sidewalls, windows, etc...

Q: Are skylights completely water/weather proof?

A: Yes!

PRIOR TO THE INSTALLATION

Q: What about my pets; Birds, cats, dogs, horses, etc.

A: If you have a pet that is stressed by abnormal activities or commotions, noises etc., we HIGHLY encourage you to board them or remove them from the property during the installation.

Q: Do I have to remove valuables from the walls?

A: We highly recommend you do so! Your home is not used to the movement of 4-6 individuals on your roof and we expect your house to shake. If you have china upright in your china cabinet, we suggest you stack it while we work. If you have pictures or valuables of any kind on the wall that you fear will be damaged or may fall, please remove them prior to the installation as this is your responsibility. Spicer Bros. Construction, Inc. cannot be held responsible for the contents of your home so please protect your assets!

Q: Why can't I have a definite date for my project?

A: We schedule our projects on a first come, first served basis when possible. Much of what we do is at the mercy of Mother Nature and a rainy day could move up an indoor project or push back an outdoor project. If there is a strong chance of precipitation, our schedulers will move projects around to ensure the safety of our employees and the security of your home. Because many factors go into the schedule; location, deliveries, firm-scheduled inspections, etc., rain may push your project back more than one day. We make every effort to move jobs to the next day when possible.

Q: What precautions do you take to insure our property will not be damaged?

A: Roofing is messy and there may be damage that cannot be prevented. We guarantee that damage will not occur due to negligence, however. We have the best workers in the business and we have invested a lot of money in industry leading equipment to protect your property. We cover your decks and HVAC units with plywood.

Q: What happens if it rains or starts raining?

A: We pay close attention to the weather and will not start or remove any portions of your roof if precipitation percentages exceed 25%. If it starts to rain or an unexpected storm moves in, we have large tarps to cover the structure to eliminate damage.

Q: I'm having a skylight installed. Do I need to worry about my property inside my home?

A: We take great care to be careful not to drop anything into your home. Homeowner must remove valuables and furniture from directly beneath the skylight and cover your floor with a blanket or plastic. Spicer Bros. will not be liable for damages if these precautions were not taken.

Initial _____



—FOR YOUR LAST ROOF—

Q: Unrealistic appraisals from insurance companies; aren't they aware of "today's" cost of materials?

A: Insurance companies will not give the value of a new roof unless it is, in fact, new. They pro-rate the age of the roof out of the estimate and this combined with a deductible most likely means, you will need to come out of pocket. Spicer Bros. gives today's value of a new roof and the difference between that and what the insurance companies allow is the customer responsibility.

Q: Will your equipment hurt my irrigation heads?

A: YES! If we are putting on siding, gutters or roofing, please flag your irrigation heads before we get there to make sure we don't run over them!

Q: I have septic, can your equipment drive over my septic field?

A: Yes, our equipment is not too heavy that it can't drive over your septic field however, it is your responsibility to tell us if you have septic and to let us know where your field is. PLEASE ALSO FLAG YOUR SEPTIC TANK LOCATION so we do not drive over your tank!

Q: Will you be tearing off our entire roof at once?

A: We will only remove the portion or portions of your roof that we can have covered with new materials in the same day.

Q: I have screens in my windows. Will the roofing process hurt my screens?

A: It is very possible. It is your responsibility to remove the screens from your windows so that a stray shingle does not scratch it.

Q: How do we afford this?

A: We have great financing options through Wells Fargo!

Q: The proposal says you will cut the ridge sheathing to install ridge venting. What about the contents of my attic? Do we need to protect them?

A: The process of cutting the ridge venting will create dust in your attic. We highly recommend you protect your belongings with a tarp, plastic sheeting, old blankets or whatever you wish. If you need assistance with this process, we are happy to help! Please let us know PRIOR to coming to the job so that we can be prepared to assist. The protection charges are minimal. Please note; our employees are not permitted to handle your belongings.

DURING THE INSTALLATION

Q: Does the "New Roof, No Mess" process or use of the Equipter eliminate all debris?

A: The Equipter has changed roofing completely. It eliminates a great majority of the mess. Decks, shrubs, septic areas and other obstructions may hinder its complete use and there may be some mess but, we use it as effectively as your property allows. We have purchased this equipment because we are committed to protecting your home and landscape.

Q: I understand roofing is a messy job and I am worried about finding nails on my property. What is done about this?

A: It is part of our process to use our equipment to capture all debris, including nails. When the job is complete, the job supervisor will "magnet sweep" your property to collect any stray nails from the thousands that are ripped from an average roof. We make every effort to get every single nail but, understandably, we cannot guarantee we will get 100% of them. There are over 12,000 nails in the average roof, if 12 were found, we are still at 99.999% accuracy in capturing nails.

Q: Will you be putting a large container in our yard?

A: Spicer Bros. utilizes our own dump truck so that we can remove the debris on a daily basis when feasible. If the job has multiple layers that may require multiple trips to the landfill, we may opt to utilize the services of a local trash receptacle provider. The container will be placed on plywood scraps if we use one.

Q: Are your jobs supervised?

A: Yes, all of our installations are under the direct supervision of a Supervisor designated by our Project Manager. The Project Manager often makes random visits to the jobsite as well.

Q: Will my deck be protected during the roofing process?

A: Absolutely! We will apply a layer of sheathing on the deck to avoid damage to the decking.

Q: Will my air conditioner unit be covered?

A: Yes! We will protect your outdoor units with plywood

Q: What if you find more layers of shingles than proposed? How will I be billed for this?

A: We can only be responsible for the number of layers listed on the proposal. It is very likely to find some areas that have either been repaired or replaced at some time and these layers are undiscoverable by the estimator during a normal visual assessment of your roof. When properly installed, a second or additional layer is not identifiable without removal of the roofing. Our estimators do not remove roofing to identify layers. We go on the knowledge of the homeowner and what is visibly identifiable without removing and this is really all we can do. We bill for the removal of the extra layer(s) by the square foot as these findings require additional labor and incur additional landfill fees. Although unfortunate, this happens quite often in our trade.

Initial _____



Q: How many laborers are generally on a job?

A: Depending on the size of the roof; 4-6

Q: What happens if a nail penetrates a wire, pipe or other material in our home or attic?

A: We use fasteners specific to the process and these fasteners should not come in contact with or penetrate any pipe, wires or air conditioner lines that have been installed by others, so long as those installations have been routed in accordance with trend standards. If these issues happen, it is most likely due to improper installation of others. We can assist in the repair of these issues and pass on the charges or simply refer a trade professional to you to work with directly. We do want to know of any concerns in this area.

Q: Does the Equipter damage the yard?

A: Although the Equipter has specially designed turf tires suitable for a golf course, the yard can still experience some wear from its use. The typical wear has been matted down grass that bounces back in just a short period of time. If any recent precipitation or use of the irrigation leaves the yard excessively wet, our Supervisor or Project Manager may opt to not use the Equipter on your job. The job can either be re-scheduled keeping in mind that we may have to re-schedule your job around commitments and obligations to other customers currently on the schedule.

AFTER THE INSTALLATION

Q: The sales guy who came out said you would be doing _____ or that you would _____ or that we were getting _____.

A: If it is not in the typed proposal it is not covered. If you think the sales person said something that has not made it to the typed proposal, please address this prior to signing the proposal. This will avoid any issues once the job is contracted and these items are easier dealt with upfront. In the acceptance section of the proposal, it states: "There are no oral representations related to this agreement not included herein." It is our intention to give you exactly what you are paying for and we encourage you to review the proposal for any and all details prior to signing. If it is something that you wish to add, we can revise it and resend it.

Q: Do you clean up before you leave?

A: Yes! We encourage a walk-around with the supervisor after completion.

MISCELLANEOUS

Q: Does Spicer Bros. deal with flat roofs?

A: EPDM, DeckRite, on Residential and Light Commercial

Q: Are your gutters custom made or are they pre-fab from a Lowes or Home Depot?

A: We have a seamless guttering machine and custom make your gutters on-site.

Initial _____

ES002251

ESTIMATE

Sold To	Ship To
DIFFENDAL, MIKE 6243 S. POINT RD. BERLIN, MD 21811	DIFFENDAL, MIKE 12747 OLD BRIDGE RD OCEAN CITY, MD 21842

Quote Date	Primary#	PO Number	Quote Number
01/25/20	410-726-7016	DIAKONIA BLDG 2	ES002251

Inventory	Style/Item	Color/Description	Quantity Units	Price
VV017-01012	CORETEC PRO PLUS	DUXBURY OAK	865.20 SF	2.79
02V62-01012	TMOLDING	DUXBURY OAK	2.00 EA	50.00
01V20-01012	BABY THRESHOLD	DUXBURY OAK	3.00 EA	50.00
ENPWM105SGP	1/4 ROUND	PAINTED	175.00 LF	0.59
12	1/4 ROUND INSTALLATION		175.00 LF	1.85
	BASIC LAMINATE INSTALL		865.20 SF	3.23
	TAKE-UP CARPET		360.00 SY	1.71

ALL SALES ARE FINAL. AT THE DISCRETION OF O.C. FLOOR GALLERY, SOME MATERIALS MAY BE RETURNED AND ARE SUBJECT TO A RESTOCKING FEE DETERMINED AT THE TIME OF RETURN. ANY PROBLEMS ARISING FROM MOVING APPLIANCES, TOILETS, DOORS, PIANOS, POOL TABLES, ELECTRONICS, &/OR SIMILAR ITEMS ARE THE RESPONSIBILITY OF THE OWNER (i.e.: rusted fittings, water leaks, direct wiring, broken bi-folds/cutting down doors, leveling of pool table/piano, re-wiring of electronics)

— 01/27/20 — 3:43PM —

Sales Representative(s):
BROOK HAMROCK

Material:	2,767.16
Service:	3,733.95
Misc. Charges:	-1.11
Sales Tax:	0.00
Misc. Tax:	0.00

Unforeseen floor prep will be additional and is payable at time of install.(multiple layers of flooring,unlevel subfloor etc) Credit card balances will be run through on day of install. All balances are due upon arrivall

ESTIMATE TOTAL: \$6,500.00



12905 Coastal Highway
Ocean City, MD, 21842
Tel.: 443-366-5556;
Fax: 888-959-7850

E-mail: oceantower1@usa.com
www.oceantowerconstruction.com
MHIC # 128811

Date: 3/25/2019

Re: Proposal # 19157 Diakonia, Inc.
12747 Old Bridge Rd, West OC, MD 21842

THIS CONSTRUCTION CONTRACTOR AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__, by and between *Ocean Tower Construction LLC* ("Ocean Tower"), a Maryland limited liability company and _____ ("Owner"). Ocean Tower and Owner are hereinafter referred to collectively as the "Parties". In consideration of the promises and mutual covenants contained herein, the receipt, adequacy and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. **Project** *Requested*
- Scope A: Paving N/A
 - Scope B: Signage N/A
 - ~~Scope C: Siding & Roofing \$33,150.00~~
 - ~~Scope D1: Roofing \$21,000~~
 - Scope D2: Roofing N/A
 - ~~Scope E: Decks, ramps \$35,580.00~~
 - Scope F: Bathroom \$9,571.00
 - Scope G: Kitchenettes \$7,296.00
 - Scope H1: Flooring \$8,497.00 Bldg 1
 - Scope H2: Flooring \$18,475.00 Bldg 2
 - ~~Scope I: Laundry equipment \$4,116.00~~
 - Scope J: Lockers \$16,320.00
 - ~~Scope K1: Electrical \$9,375.00~~
 - ~~Scope K2: Electrical \$5,655.00~~
 - ~~Scope K3: Electrical \$3,750.00~~
 - ~~Scope K4: Electrical \$343.75~~

Price for the work stated above is ~~\$173,128.75~~ ^{60,159.00} and includes labor and materials.

Note: Quote is good only if the project gets approved within 30 days from the date of submitting the Proposal. After 30 days, the price for the work stated above may be subject to change (increase).

Change Orders: A change order can occur at any stage of a construction project. Although there can be many reasons, changes in construction projects are primarily due to three causes: design errors and omissions, change in field conditions or owner initiated changes. **All Change Orders should be discussed with the estimators or project managers and not employees that are working on site.** Ocean Tower's site employees do not have authority to approve and should not execute any scope of work outside of the initial agreement.

2. **Scope of work.** Ocean Tower shall perform the work and provide all materials identified above in Project Section of this document. The work to be performed by Ocean Tower as specifically identified above is hereinafter referred to as the "Work"; the materials to be provided by Ocean Tower as specifically identified in the Project Section are hereinafter referred to collectively as the "Materials".
3. **Labor and Materials.** Ocean Tower shall supply all labor, materials, dumpster, sanitary equipment and construction equipment necessary for its completion of the Work, unless otherwise specified in the Project Section of this document. Owner shall be responsible for supplying all water, electricity, gas for Ocean Tower's completion of the Work. Ocean Tower shall be responsible for supplying only those materials specifically identified in the Project Section of this Agreement. Any deviation in the quantity and/or quality of such Materials shall be made by a Change Order signed by the Parties, and Owner shall be responsible for any additional charges relating to any such deviation in the quantity and/or quality of the Materials. Ocean Tower shall perform the Work in a workmanlike manner, according to standard industry practices.
4. **Warranty.** Upon Ocean Tower's completion of the Work and following Ocean Tower's receipt of full payment of the Contract Amount (as identified in Section 1), including any additional charges incurred by Owner hereunder, Ocean Tower shall provide Owner with such warranty information in the form, and to the extent, such warranty information is offered by the manufacturer of any of the Materials; labor warranty provided by Ocean Tower is 1 year. Except as provided in the first sentence of this Section 4, OWNER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THERE ARE NO OTHER WARRANTIES MADE BY OCEAN TOWER, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES OTHERWISE PROVIDED BY LAW ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES.
5. **Ocean Tower's Obligations and Limitation of Liabilities**
 - a) The obligations of Ocean Tower under this Agreement are limited in scope to only the provision of the Work and Materials specifically identified in the Scope of Work included in Section 1 of this Agreement. Unless otherwise agreed to in a writing signed by the Parties, Ocean Tower shall not be responsible for any repair(s) to any improvement made to or existing upon the Project and/or the Job Site, nor shall Ocean Tower be responsible for any repair(s) to any imperfection existing within or upon the Project which is exposed as a result of Ocean Tower's performance the Work.
 - b) Owner expressly acknowledges and agrees that Ocean Tower shall not, under any circumstance whatsoever, be liable to Owner and/or any third-party for any consequential damages arising from, or in connection with Ocean Tower's performance of the Work, including, but not limited to, any claim for loss of income or lost profits or for any claim for loss of property, including the use thereof.
 - c) Ocean Tower shall not be liable to Owner or any third-party for damages to any person and/or property, including the use thereof, arising from or in any way relating to any act or omission of Ocean Tower in connection with the Work performed under this Agreement, except for any damage which is adjudged, by a court of competent jurisdiction, to be directly caused by the sole gross negligence or willful disregard of Ocean Tower or its employees in the performance of the Work. Owner expressly acknowledges and agrees that the maximum liability of Ocean Tower arising out of this Agreement is limited to and shall not exceed the Contract Amount.
6. **Project Completion.** Ocean Tower shall commence the Work in a timely manner, upon:
 - i) The execution of this Agreement by the Parties; written notice from the Owner that the Work can commence, unless otherwise specified in Section 1 of this Agreement; and
 - ii) Ocean Tower's receipt of the Initial Payment (as defined in Section 7).

Ocean Tower shall make all reasonable efforts to complete the Work within the time period established in Section 1 of this Agreement.

7. **Payment.** Upon the execution of this Agreement by the Owner, Owner shall make payment to Ocean Tower as follows:
- To be determined after approval of the contract.

All invoices shall be paid in full, within 15 days of issuance by Ocean Tower. Any invoice not paid in full within 15 days of issuance by Ocean Tower shall accrue interest at the rate of two percent (2%) per month (24% APR). Upon substantial completion of the Work, Ocean Tower shall, as soon as reasonably practicable, submit an invoice to Owner requesting payment for the balance of the Contract Amount then due and owing plus any finance charges for late payment, if applicable ("Final Payment"). Final payment shall be due to Ocean Tower within 7 days of Owner's receipt of the invoice for Final Payment. Prior to Final Payment, any payments made to Ocean Tower hereunder shall first be applied to any unpaid finance charges with the balance of any such payment being applied to the unpaid principal balance then due and owing to Ocean Tower. In the event Owner fails to pay any amount due and owing to Ocean Tower in accordance with the terms and conditions of this Agreement, Owner agrees to pay any and all expenses reasonably incurred by Ocean Tower in the collection of such unpaid amount, including, but not limited to, any court costs, attorney's fees and other expenses incurred by Ocean Tower in connection with any such collection efforts undertaken by Ocean Tower in its sole discretion.

All invoices shall be sent to Owner at the address of:

c/o _____

All payments to Ocean Tower hereunder shall be made payable to Ocean Tower Construction LLC and sent to:

12905 Coastal Highway
Ocean City, MD, 21842

8. **Hazardous Materials Discovered On Site.**

- a) Owner shall be responsible for all hazardous materials discovered or otherwise existing on the Job Site, except for any hazardous materials brought on the Job Site by Ocean Tower during the performance of the Work and without the prior written consent of Owner.
- b) Unless specifically identified in Section 1 of this Agreement or otherwise agreed to in writing by the Parties, Ocean Tower shall not be required to perform any work relating to or otherwise involving asbestos, polychlorinated biphenyl, radioactive material, toxic mold or any other hazardous material (collectively "Hazardous Materials").
- c) Owner shall indemnify and hold harmless Ocean Tower, its employees, agents, representatives and/or assigns, from and against any and all loss, liability, claims, costs, damages and/or other economic detriment of any kind whatsoever, arising from the discovery or existence of any Hazardous Material located on or about the Job Site, and from all costs, attorney's fees and liabilities incurred in or about the defense of any claim or action arising therefrom, unless any such loss, liability, costs, damages and/or economic detriment arising from such discovery or existence of any hazardous materials is adjudged by a court of competent jurisdiction to have resulted from the sole gross negligence or willful disregard of Ocean Tower in the performance of its obligations hereunder.

9. **Permits and fees.**

- a) Ocean Tower shall secure, at Owner's sole cost and expense, any and all permits, licenses and renewals required by a government authority for Ocean Tower's performance of the Work; and, Owner shall secure, at Owner's sole cost and expense, any and all other permits associated with or relating to the construction of the Project (unless otherwise specified in Section 1 of this Agreement). Owner shall assist Ocean Tower in responding to any request for information made by any government authority relating to the Project, including the Work performed by Ocean Tower hereunder. Ocean Tower shall provide Owner a copy of each permit, license and renewal thereof issued by a government authority and secured by Ocean Tower pursuant to the terms of this Section 9(a).
- b) Owner shall pay any and all fees and/or charges assessed by any government authority relating to testing, inspection and/or re-inspection of the Project, including the Work performed by Ocean Tower hereunder, unless otherwise specified in Section 1 of this Agreement.
- c) Owner shall secure, at its sole cost and expense, any and all approvals for the Project required by any government authority, including, but not limited to, planning, zoning and/or environmental approvals, easements and/or modifications of restrictive covenants necessary for the Project, including the Work performed by Ocean Tower hereunder, unless otherwise specified in Section 1 of this Agreement.
- d) In the event Owner has any reason to doubt the property boundaries of the Job Site, Owner shall indicate to Ocean Tower the property lines for the Job Site by providing boundary stakes installed by a licensed land surveyor, identifying the property boundaries of the Job Site. The Parties expressly acknowledge and agree that, in the event the Scope of Work includes installation of any geothermal heat pumps, loops and/or wells, Owner shall be required to provide the boundary

stakes referenced in this Section 9(d), regardless of whether Owner has any doubt as to the property boundaries of the Job Site.

- e) Notwithstanding any term to the contrary set forth herein, by its execution of this Agreement, Owner hereby represents and warrants it has good and marketable title to the real property identified as the Job Site or that Owner is otherwise authorized to manage said real property and make improvements thereto. Owner expressly acknowledges and agrees to indemnify and hold Ocean Tower harmless from and against any and all demands, actions, claims and damages arising out of or relating to Owner's breach of the representations and warranties provided under in Section 9(e), including, but not limited to, the reimbursement of any court costs and/or attorney's fees incurred by Ocean Tower as result of such breach by Owner.

10. Insurance and Risk of Loss.

- a) So long as this Agreement remains in effect, Owner shall, at its sole cost and expense, maintain insurance covering the replacement cost of the Work performed by Ocean Tower hereunder, including any improvements to the Project and/or Job Site arising therefrom, to protect against any loss by fire, theft or any other type of casualty suffered by either or both of the Parties. Prior to the commencement of the Work hereunder, Owner shall provide Ocean Tower with a current Certificate of Insurance evidencing Owner's compliance with this Section 10(a).
- b) Ocean Tower shall obtain and maintain statutory worker's compensation insurance for the performance of the Work hereunder, and, furthermore, Ocean Tower shall obtain a policy of general commercial liability insurance to protect Owner against claims for property damage, bodily injury or death due to Ocean Tower's performance of the Work.

11. Owner's Responsibilities.

- a) Owner affirms that Owner has the right to enter into this Agreement and has the right to contract for the Work to be performed by Ocean Tower hereunder. Owner shall pay all taxes and assessments levied upon the real property identified as the Job Site in Section 1 hereof, including all personal property located thereon, for so long as this Agreement shall be in effect.
- b) Owner shall allow for free access to the Job Site by Ocean Tower's employees and vehicles, and Owner shall provide designated areas at the Job Site for the storage of materials and debris. Owner shall assure that all driveways located at the Job Site are kept clean for the movement of vehicles during normal work hours. Ocean Tower shall make reasonable efforts to protect any driveway, lawn, shrub or other vegetation located at the Job Site during such times Ocean Tower is at the Job Site and the Work is being performed.
- c) Owner or an authorized representative of Owner shall respond in writing and with reasonable promptness to any and all written requests made by Ocean Tower relating to the Work and/or the Materials, and Ocean Tower is hereby authorized to rely on any written responses issued by Owner or its authorized representative for purposes of performing the Work and/or supplying the Materials hereunder.
- d) Owner shall not interfere with, or permit others to interfere with, stop, hinder or delay completion of the Work by Ocean Tower.

12. Term and Termination.

- a) The term of this Agreement shall commence on the date Owner executes this Agreement, and this Agreement shall continue in full force and effect until completion of the Work by Ocean Tower. For purposes of this Agreement, the term "complete" shall mean, in the opinion of Ocean Tower, the Scope of Work (as specifically identified in Section 1 of this Agreement) has been substantially completed except for punch-list items which do not prevent in any material way Owner's use of the Project or the work of other contractors for the construction of the Project. Ocean Tower shall complete all punch-list items, at its sole cost and expense, within thirty (30) days following date of substantial completion of the Work, and the completion of such punch-list items by Ocean Tower (if there be any) shall not interfere with Owner's use of the Project or the work of other contractors for the construction of the Project; provided, however, that any extra work or materials not specifically identified in Section 1 shall not be performed or otherwise provided by Ocean Tower unless a Change Order for such extra work and/or materials is signed by the Parties and full payment thereof is made, in advance, by Owner.
- b) Ocean Tower may terminate this Agreement upon ten (10) days written notice to Owner for any of the following reasons:
 - i) Owner fails to make any payment to Ocean Tower in accordance with the terms conditions of Agreement; or
 - ii) Any breach by Owner of any of the provisions of contained in this Agreement.
- c) In the event Ocean Tower terminates this Agreement pursuant to Section 12(b) hereof, Ocean Tower shall have the right to enforce any and all rights it may have at law or in equity against Owner. No remedy or election made hereunder by Ocean Tower shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- d) Ocean Tower shall not be in breach of this Agreement unless Ocean Tower fails to perform an obligation required of Ocean Tower hereunder within a reasonable time, but in no event later than fifteen (15) days after written notice from Owner specifying the nature of the obligation which Ocean Tower has failed to perform; provided, however, if the nature of Ocean Tower's obligation is such that more than fifteen (15) days are required for performance by Ocean Tower, Ocean Tower shall not be in default if Ocean Tower commences performance thereof within such fifteen (15) day period and thereafter diligently prosecutes the same to completion.

- e) In the event this Agreement is terminated for any reason whatsoever, Ocean Tower shall, at any time thereafter, have the right to access the Job Site to remove any and all of its equipment or other material located and/or stored thereon.
- 13. Site Conditions and Unforeseen Conditions.**
- a) Owner expressly acknowledges and agrees that this Agreement and the Scope of Work, as identified in Section 1, is based upon Ocean Tower's observation of the conditions at the Job Site existing prior to the date of its execution of this Agreement. The Parties expressly acknowledge and agree that Ocean Tower shall not be responsible for, and the Scope of Work (as identified in Section 1) is not based upon, any conditions which could not be known by Ocean Tower upon a reasonable inspection of the Job Site, including, but not limited to, termite damage, hidden water damage, hidden code violations or any other concealed conditions existing at the Job Site which could be deemed to require any work and/or materials in addition to the Work and Materials specifically identified in Section 1.
- b) Ocean Tower shall be reimbursed for any and all additional costs it incurs, including overhead and profit, arising from changes to the Scope of Work ordered by Owner or made necessary by unforeseen conditions, including, but not limited to, labor disputes, fire, unusual delays in transportation, acts by public utilities or public bodies, inspectors, adverse weather conditions, unavoidable casualties, catastrophes, war, civil disturbances, Acts of God, or other causes beyond Ocean Tower's reasonable control. Appropriate adjustments in the Contract Amount shall be made to compensate Ocean Tower for any additional cost, including overhead, it incurs in condition with any such delays and extensions of time. Extensions in the time period for Ocean Tower's performance of the Work for any reason not identified in the first sentence of this Section 13(b) may be mutually agreed upon by the Parties.
- 14. Governing Law; Jurisdiction.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. The Parties hereby irrevocably and unconditionally consent to the sole and exclusive jurisdiction of the Circuit Court or District Court of the county in Maryland where the property is located, and as the case may be, for any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby and agree not to commence any action, suit or proceeding related thereto except in either of the aforesaid courts. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in any of the aforesaid courts and agree not to plead or claim that any such action, suit or proceeding has been brought in an inconvenient forum.
- 15. Waiver of Jury Trial.** The Parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by any party hereto against any other party on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the Parties to one another and/or any claim, injury or damage arising from or consequent upon this Agreement.
- 16. Attorney's Fees.** In the event Ocean Tower deems it necessary to enforce any of its rights arising from or in connection with this Agreement, Ocean Tower shall be entitled to reimbursement from Owner of all costs incurred by Ocean Tower in the enforcement of its rights hereunder, including court costs and reasonable attorney's fees.
- 17. Entire Agreement, Modification.** This Agreement and all exhibits attached hereto, including, expressly Section 1, constitutes the entire Agreement and understanding of the Parties with respect to the matters set forth herein, and all prior negotiations, oral discussions, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. In the event of any conflict between the terms of this Agreement and the terms of any other document relating to the Project, including the Work to be performed by Ocean Tower hereunder, the terms set forth in this Agreement shall govern. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of the Parties. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be constructed as a waiver of any subsequent breach or of any conditions thereof.
- 18. Notice.** Any notice, request, instruction or other document or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given to the respective party upon delivery in person or upon being deposited in the mail, postage prepaid, for mailing by certified or registered mail to the party intended as the recipient thereof at the address for such party provided in Section 7.
- 19. Section Headings.** The section headings contained in this Agreement are inserted as a matter of convenience of reference only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.
- 20. Time.** Time shall be of essence with respect to this Agreement and each and every provision hereunder.

21. **Severability and Construction.** The invalidity or unenforceability of any provisions of this Agreement shall not affect or limit the validity and enforceability of the other provisions hereof. No provisions of this Agreement shall be interpreted for or against any party hereto by reason of the fact that said party or its counsel or legal representative drafted all or any part hereof. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.
22. **Third Parties Beneficiaries and No Partnership.** The rights, responsibilities and obligations of this Agreement are personal and specific to each of the Parties and shall not be binding upon or inure to the benefit of any third party. The Parties expressly acknowledge and agree that they do not intend, by their respective performance of this Agreement to confer any benefit, right, or entitlement upon any third party. Ocean Tower assumes no responsibility for any third party's reliance on any of the Work and/or Materials provided by the Ocean Tower pursuant to this Agreement. By entering into this Agreement, Ocean Tower does not in any way, for any purpose, become a partner or principal of Owner in the conduct of its business or otherwise or become a joint venture or member of a joint enterprise with Owner.
23. **Assignment.** Neither Ocean Tower nor Owner may assign this Agreement or any of their respective rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.
24. **Counterparts and Effective Date.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Effective Date of this Agreement shall be the date upon which Owner executes this Agreement, which said date shall be affixed below the signature line of Owner.

NOTICE TO HOMEOWNERS

Every contractor and subcontractor engaged in providing a residential home improvement in the State of Maryland must provide homeowner/client/other party to the contract with valid and current MHIC license number. Homeowner/client/other party to the contract is advised to contact Maryland Home improvement Commission and confirm the status of the contractor or subcontractor engaged in the home improvement project. Please, use the MHIC contact information below:

MD Home Improvement Commission
500 North Calvert Street,
Baltimore, MD 21202
Tel.410.230.6309; 888.218.5925

Formal mediation of disputes between homeowners and contractors is available through the Maryland Home Improvement Commission. The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors. A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.

IN WITNESS WHEREOF, the Parties have executed this Construction Contractor Agreement on the date and year set forth below the respective signature lines of the Parties.

Ocean Tower Construction LLC

WITNESS/ATTEST:

By: _____ (SEAL)

_____, Authorized Representative

Date of Execution: _____

OWNER

WITNESS/ATTEST: _____

OWNER

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date of Execution: _____

Date of Execution: _____



MEMORANDUM

9

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks, Tourism and Economic Development
DATE: March 2, 2020
SUBJECT: Grant Renewals

Please be advised that through a recent meeting with the Department of Natural Resources, it has revealed an opportunity to renew some expiring grants from 2017 and 2018 for use at Public Landing. These grants can provide additional revenue for construction beyond the existing dredging project.

The 2017 grant currently has \$59,000 and is being used for Stacey Hart for Engineering at Public Landing. We still owe her \$14,000 which would leave a balance of \$45,000. Based on my conversation with Kathy Whited, it appears that we did not encumber this grant at the end of FY2019. Kathy indicated if the "State" records show this balance we can and should use the remaining balance.

The 2018 grant has \$23,500 available. The amounts we carried over is in account 100.1204.265.7180 in two (2) separate amounts \$1,040 and \$23,583. Both the 2017 and 2018 grants are 100% reimbursable.

We are requesting approval from the County Commissioners to utilize the balances totaling \$68,500 in State Grants prior to July 1st, 2020 for Public Landing parking lot, grading and boardwalk along the proposed finger piers scheduled in phase 2.

cc: Kathy Whited
Sandi Pepe
Kelly Rados



To: Tom Perlozzo
 William Rodriguez
 Kelly Rados
 Darcy Billetdeaux

Cc: David Bradford
 Jenelle Gerthoffer

From: J. Stacey Hart, P.E.

Date: March 2, 2020

Re: Public Landing
 Possible Change Order items
JSH# 2019-001

A meeting was held to review/discuss additional items that may be completed by Murtech, Inc. while they are on-site at Public Landing.

<u>Attendees</u>	<u>Representing</u>	
Tom Perlozzo	Worcester County Parks & Recreation	(WCRP)
William Rodriguez	Worcester County Parks & Recreation	(WCRP)
Darcy Billetdeaux	Worcester County Parks & Recreation	(WCRP)
Kelly Rados	Worcester County Parks & Recreation	(WCRP)
Jenelle Gerthoffer	Worcester County Environmental Programs	(WCEP)
David Bradford	Worcester County Environmental Programs	(WCEP)
J. Stacey Hart	JSH, Inc.	

Possible items:

- 6' (minimum) width boardwalk behind the existing bulkhead; 500 lf x ~\$75-\$100/lf = 37,500 – 50,000 (It is noted that this item will require a revised stormwater management plan)
- Parking bumpers and/or barriers
- Re-decking both piers at the boat ramp

Tom and the recreation department will finalize an estimated budget to work with prior to discussing with Murtech.

2019-001-06memo.docx



MEMORANDUM

FYI 10

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
Tom Perlozzo, Director of Recreation, Parks, Tourism and Economic Development
DATE: March 10, 2020
SUBJECT: Power Boat Race Cancellation

Phil Houck, owner of Crab Alley, informed us that the Offshore Powerboat Association Power Boat Races scheduled for September 25 - 27, 2020 has been cancelled. The race organizer chose to relocate to Solomon's Island. Solomon's Island paid the OPA Racing \$85,000 in order to host the race.

Phil Houck plans to try and hold a race again next year.



11

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Coastal Bays Rural Legacy Area Easement Agreement of Sale
Truitt's Landing Farm, LLC
Pocomoke, Maryland
Tax Map 72, Parcel 11
112.03 +/- Acres

Date: March 6, 2020

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the Commissioners. Two before/after appraisals were conducted by two independent appraisers. The easement totals \$207,500, this price was derived by the mean value of the two appraised values of \$224,000 and \$191,000. The final price was negotiated with the landowner and MD DNR. The funding, provided by FY17 Coastal Bays Rural Legacy Funds, will be used to purchase a voluntary conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine Munson is a conservation easement agreement of sale. This property consists of 112.03 +/- acres located on the southwest side of Truitts Landing Road, southeast of Snow Hill, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

With respect to this particular property, the land is within the Chincoteague Bay watershed, was previously identified as a priority for protection, and connects to large blocks of protected lands. Protecting this property would truly contribute to the preservation of water quality in the

Citizens and Government Working Together

Chincoteague Bay Watershed, would protect farm and forest resource lands, and provide scenic benefits in this particular area of Worcester County.

There are currently no structures on the easement property, the owner is surrendering all further subdivision and development rights save construction of one (1) residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Mitrecic, Mr. Higgins, and Mr. Leslie.

If you have any questions or need additional information please let me know. Both Katherine and I will be available to discuss this matter.

Enclosures

cc: Roscoe Leslie
Katherine Munson



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V *KM*

SUBJECT: Coastal Bays Rural Legacy Area—Truitts Landing Farm, LLC—TM 72, Parcel 11

DATE: March 5, 2020

This project is to be funded by FY17 Coastal Bays Rural Legacy Area funds.

An aerial map of the property is attached, as well as a map showing the location of the property in the RLA.

The 112.030 +/- property has been identified as a priority for protection. It has full subdivision potential available; it could subdivide into five parcels. Lying just within the boundaries of the Chincoteague Bay watershed, it connects to a contiguous block of over 8,000 acres of protected land, extending east and north and south. The property contains 40 acres of cropland and 72 acres of woodland. Protection of this property will contribute to protection of water quality in the Chincoteague Bay, protection of farmland and forest resources, and the scenic view from Truitts Landing Road.

Agricultural activities will be allowed but a CAFO will not be allowed; impervious surface will be limited to 1% of the property. There are currently no structures on the property; one home and limited agricultural buildings will be allowed. No subdivision will be allowed.

Two appraisals of the before and after value were conducted by two independent appraisers. The easement values were:

McCain: **\$224,000**; Lefort: **\$191,000**

The summary sheets of these two appraisals are attached. The landowners were offered the mean value of the two appraised values: \$207,500.00.

Attached please find the Agreement of Sale signed by the property owners. I have indicated on the contracts where signature is required.

Please let me know of any questions you have.

Attachments

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2020 is made by and between Truitts Landing Farm, LLC, ("Seller"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Seller is the owner of that property ("Property") located in the Eighth tax district of Worcester County, Maryland; which is one (1) parcel, 112.03 acres total, more or less, and located on the northeast side of Truitts Landing Road, Snow Hill, MD 21863, having tax ID number of 02-012928.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Hundred and Seven Thousand, Five Hundred Dollars (\$207,500.00) of which \$1.00 has been paid upon signing.

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before December 31, 2020 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Seller shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

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

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

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

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

5.2. Seller covenants that at Closing, the Property shall be in the following condition:

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

7.1. Seller makes the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Seller represents and warrants that:

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

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

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

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

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

Witness/Attest:

Sandra A. Bowden

Debra J. Bell

SELLER

By: Michael G. Abercromie, Jr. (Seal)
Michael G. Abercromie, Jr., Co-Manager of Truitts
Landing Farm, LLC

By: Richard D. Reynolds, Jr. (Seal)
Richard D. Reynolds, Jr., Co-Manager of Truitts
Landing Farm, LLC

BUYER

County Commissioners of Worcester County, Maryland

Harold L. Higgins
Chief Administrative Officer

By: _____ (Seal)
Joseph M. Mitrecic
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney

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

DRAFT DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20__, by and TRUITTS LANDING FARM, LLC, having an address at 515 Tony Tank Lane; Salisbury, Maryland 21801 ("Grantor") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantee").

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

WHEREAS, the Grantor owns in fee simple 112.03 acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Michael Bradford by Deed dated August 15, 2019 and recorded among the Land Records of Worcester County, Maryland in Liber 7478, Folio 133 (the "Property"). The location of the Property is Truitts Landing Road, Snow Hill, Maryland 21801. The Property is identified on tax map 72, parcel 11.

WHEREAS, the Property includes approximately 41 acres of agricultural land 71 acre of woodland; and scenic value of significant public benefit on Truitts Landing Road.

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

ARTICLE I. GRANT AND DURATION OF EASEMENT

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

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of Two Hundred and Seven Thousand, Five Hundred Dollars (\$207,500.00) to Grantor as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of Two Hundred and Seven Thousand, Five Hundred Dollars (\$207,500.00), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

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

ARTICLE II. CONSERVATION PURPOSE

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

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes (“Conservation Purpose”). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

ARTICLE III. LAND USE AND STRUCTURES

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

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

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

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

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantee’s

approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

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

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

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

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

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

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

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

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

E. Structures, Buildings, Dwelling Units, and Means of Access. “Structure” means anything constructed or erected with a fixed location on the ground or attached to something

having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

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

(1) One (1) single-family detached Dwelling Unit ("Primary Dwelling Unit"). The permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantee. The relocation of the Primary Dwelling Unit, or the conversion of any previously non-residential Structure to the Primary Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below. The Primary Dwelling Unit may not exceed a gross floor area of four thousand (4,000) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements, and attics.

The total number of all Dwelling Units on the Property shall never exceed one (1). The location of any new Structure containing a Dwelling Unit shall be subject to Grantee's approval as further set forth in Article V below.

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

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

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

(5) Fencing, fences, and gates, which may be constructed, maintained, improved,

removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

The total Impervious Surface on the Property shall never exceed one percent (1%) of the Property, or 1.12 acres. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt, excluding however, reasonable means of access to the Dwelling Unit, so long as such access does not exceed an average of twenty (20) feet in width.

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

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

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one (1) parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

I. Buffer Requirements. If in the future, the existing agricultural ditches on the Property are restored or maintained as nontidal intermittent or perennial streams, Grantor shall allow the buffer strip along each side of all restored or maintained streams to naturally revegetate or be planted with native species, and once established, shall retain the fully vegetated buffer. A fifty (50) foot vegetative buffer strip shall be required along such future streams. Grantor shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantor shall not disturb such buffer, except

when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantee's approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality. Grantor shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

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

K. Soil Conservation and Water Quality Plan Within one (1) year of the date of this Conservation Easement, Grantor shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantor and the local Soil Conservation District as land use practices or management changes, however, Grantor shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantor shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

L. Forest Management.

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

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

In no event is conversion of Woodland to non-Woodland permitted in the Woodland Areas. Clear-cutting may be permitted in order to regenerate a forest pursuant to a Forest Stewardship Plan.

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

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantor or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantor shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

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

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

Q. Authorization. Grantor authorizes the Soil Conservation District and any other entities or government agencies to release to Grantee information contained in Grantor's Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

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

ARTICLE V. GRANTEE APPROVAL PROCESS

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

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

- access across the Property for utilities or roadways serving another property, as per Article III.G.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantee, Grantor shall submit to Grantee a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantee may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantee shall evaluate the submission for completion and may require of Grantor additional information necessary for a complete submission. When Grantee deems the submission complete ("Request"), Grantee shall act on the Request within the timeframe provided for in Article V.C below.

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

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

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

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

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

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

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantee and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. In the event Grantee did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds. Any costs of a judicial proceeding allocated by a court to Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be

Exhibit C consists of one (1) page.

D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of x color digital images and () pages.

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

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

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTOR

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

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

Grantor. Before instituting such suit, Enforcers shall give notice to Grantor and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantor is found to have breached any of Grantor's obligations under this Conservation Easement, Grantor shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including court costs and reasonable attorneys' fees.

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

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

ARTICLE VII. PUBLIC ACCESS

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

ARTICLE VIII. BASELINE DOCUMENTATION

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

- A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of two (2) pages.
- B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof.

Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantor is seeking location approval for a permitted Dwelling Unit, all owners who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

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

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

ARTICLE VI. ENFORCEMENT AND REMEDIES

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

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

B. Upon any breach of a Provision of this Conservation Easement by Grantor, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of

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

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

(1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantor and the fiduciary obligation of the Grantee to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantee's amendment policy at the time that the amendment is requested.

(4) The amendment must be in conformity with all of each Grantee's policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantor and Grantee may agree to an amendment in lieu of engaging in full

condemnation proceedings; provided that Grantee determines that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantee receives and uses compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

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

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

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

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

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

G. Recordation. Grantee shall record this instrument in a timely fashion among the Land Records of Worcester County, Maryland, and may re-record it at any time as may be required to

preserve their rights under this Conservation Easement.

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

County Commissioners of Worcester County, Maryland
Worcester County Government Center, Room 1103
1 West Market Street
Snow Hill, MD 21863

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

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

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

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

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

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

GRANTOR:
TRUITTS LANDING FARM, LLC

_____(SEAL)
Michael G. Abercromie, Jr.,
Co-Manager of Truitts Landing Farm, LLC

_____(SEAL)
Richard D. Reynolds, Jr.,
Co-Manager of Truitts Landing Farm, LLC

STATE OF MARYLAND, _____ of _____, TO WIT:

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

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND, _____ of _____, TO WIT:

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

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEE:

County Commissioners of Worcester County, Maryland

By: _____ (SEAL)
Joseph M. Mitrecic, President

COUNTY ATTY:

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

Exhibit A
Boundary Description and Property Reference
Page 1 of 2

TO BE COMPLETED

Exhibit A

Boundary Description and Property Reference; Page 2 of 2

Exhibit B: Summary of Conservation Values

Deed of Conservation Easement

Page 1 of 1

1. The Property is within the Coastal Bays Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program because of its agricultural, natural resource and water quality protection values, and scenic value from Stockton Road.
3. The property is part of an ___ acre block of contiguous protected land, contributing to the agricultural and natural resource vitality and scenic nature of the area.
4. Minimization of impervious surface contributes to water quality of Chincoteague Bay.
5. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan and the 2012 Worcester County Land Preservation and Recreation Plan.

Exhibit C

Inventory of Existing Structures

Page 1 of 1

Exhibit D
Color Digital Images
Page 1 of 1

These images are kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of color images and pages.

Index Number	Image Taken From	Image Description
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Exhibit B: Agreement of Sale between Truitts Landing Farm, LLC and County Commissioners of Worcester County, Maryland

Exhibit E

Aerial/Satellite Image

Page 1 of 1

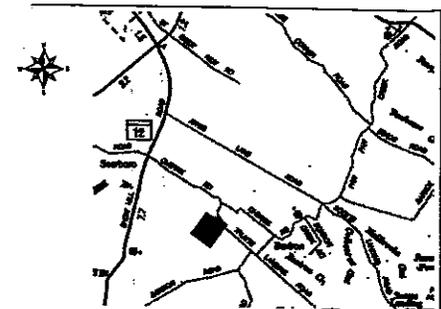
This image is kept on file at the principal office of the Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one page.

Exhibit F
Tax Map Showing Approximate Location of Property
Page 1 of 1

Exhibit A: Agreement of Sale between Truitts Landing Farm, LLC and County Commissioners of Worcester County, Maryland

SRB LIBER 248 FOLIO 2
RECORDED

AUG 1 2 2019



HOLLAND LAND COMPANY, LLC
TAX MAP 72, PARCEL 12
DEED REF 571827
PLAT REF 23013

CURVE	CHORD LENGTH	CHORD BEARING	ANGLE	CHORD BEARING	CHORD LENGTH
C1	295.83	S 10° 20' 10" E	154° 51' 21"	S 07° 20' 10" E	285.82
C2	122.18	S 57° 42' 03" E	131.68°	S 46° 14' 02" E	120.37
C3	153.47	S 37° 53' 33" W	108.37°	S 08° 42' 10" E	119.58
C4	41.26	S 44° 42' 28" W	41.22°	S 25° 59' 12" W	41.26

1878.00' TO LARGE STONE FOUND

144.1758' E ZONE 17

600.00' TO IRON PIPE FD

GARY RUSSELL BREEDING
TAX MAP 71, PARCEL 152
DEED REF 1965/292
PLAT REF 136/64

112.03 ACRES +/-

ARABLE LAND

WOODLAND

EVERETT HOLLAND PILCHARD
TAX MAP 80, PARCEL 10
DEED REF 2710/107
PLAT REF "SCARBOROUGH DIVISION, CIRCA 1850"

LINDA SUE TODD, ETAL
TAX MAP 80, PARCEL 9
DEED REF 840/183
PLAT REF 185/50

ROGER RICHARDSON, INC
TAX MAP 79, PARCEL 33
DEED REF 5718/27
PLAT REF 175/64

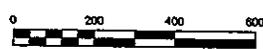
LINDA SUE TODD, ETAL
TAX MAP 80, PARCEL 9
DEED REF 840/183
PLAT REF 185/50

LR - Plat Fee - 5.00
General Homeowner/Bank Name: John Michael Bradford
boundary survey Ref: srb 248/2
Total: 5.00
08/12/2019 08:29
CC23-MT
#12551045 CCR184 -
Worcester
County/CD1, 04, 01 -
Register 01



THIS PLAT HAS BEEN PREPARED BY CHRIS D. CUSTIE A REGISTERED PROPERTY LINE SURVEYOR FOR THE STATE OF MARYLAND AND THE SURVEYING WORK REFLECTED HEREON IS IN COMPLIANCE WITH REQUIREMENTS SET FORTH IN REGULATION 17 OF CODE TITLE 8, SUBTITLE 13, CHAPTER 08.13.06.

TITLE		BOUNDARY SURVEY OF THE LANDS OF JOHN MICHAEL BRADFORD	
COUNTY	WORCESTER	STATE	MD
TAX DISTRICT	02	SCALE	1" = 100'
TAX MAP	72	PARCEL	11
DEED REF.	1061/412	LEGEND	<ul style="list-style-type: none"> ● IRON PIPE FD ○ IRON PIPE SET ■ CONC. MONU. FD. □ CONC. MONU. SET △ UNMARKED POINT ===== DITCH - - - - - FIELD DITCH
PLAT REF	1	LICENSE EXPIRATION	03/01/23
DATE	06/06/19		



P233692

MSA C2157-9378

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SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	Appraisal Report File No. CC15207	
REPORT DATE:	November 4, 2019	
LOCATION:	Truitts Landing Road Snow Hill, MD 21863 Map 72 Parcel 11	
OWNER OF RECORD:	Truitts Landing Farm LLC	
LAND AREA BEFORE/AFTER:	112.03 +/- Acres	112.03 +/- Acres
IMPROVEMENTS:	none	
ZONING:	A-1	
CENSUS TRACT:	9512.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0380H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Agriculture with development potential	
HIGHEST AND BEST USE AFTER:	Dwelling with Agriculture	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	\$459,400	
AFTER VALUE	\$235,300	
VALUE OF EASEMENT/DIFFERENCE:	\$224,100	
EFFECTIVE DATE	October 29, 2019	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 112.03 +/- Acres Agricultural Farm
 Southwest Side Truitts Landing Road (*South of Cherrix Road*)
 Southeast of Snow Hill, Worcester Co, Maryland 21863

CENSUS TRACT: 9512

OWNERSHIP & TAX REFERENCE:

Ownership: Truitts Landing Farm, LLC

<u>Tax Parcel</u>		<u>Deed Reference</u>		<u>Date of Record</u>	<u>Land Area</u>
<u>Map</u>	<u>Parcel</u>	<u>Liber</u>	<u>Folio</u>		
72	11	7478 /	133	August 15, 2019	112.030 ac.
	<i>Plat:</i>	248 /	2	August 12, 2019	112.030 ac.
<i>Acreage for Valuation:</i>					<i>112.030 Acres</i>

SITE SIZE: **112.03 +/- Acres (Per Deed and Plat Record)**
 40.5 +/- Acres Tillable/Cleared (36%)
 71.0 +/- Acres residual Woodlands (63%)
 0.5 +/- Acres Pond

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: Up to Five (5) minor subdivision rights
RETAINED RIGHTS: One (1) Primary Residence right

FLOOD PLAIN MAP: FEMA Community Map #24047C-0380-H; date July 16, 2015,
 Property lies within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS: Fallsington sandy loam, Othello silt loams, Woodstown sandy loam, Kentuck silt loam, Hambrook sandy loam and Mullica-Berryland complex

HIGHEST AND BEST USE:
 (Before Easement): Agricultural and Recreational with Minor Residential Development Potential in the Future
 (After Easement): Agricultural and Recreational Use with One Primary Residence allowed (including poultry house restriction)

EFFECTIVE DATE: November 7, 2019
 DATE OF REPORT: December 19, 2019

VALUE CONCLUSIONS:

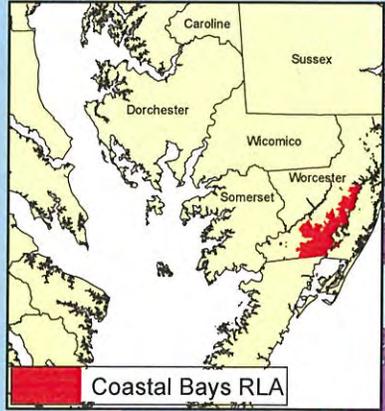
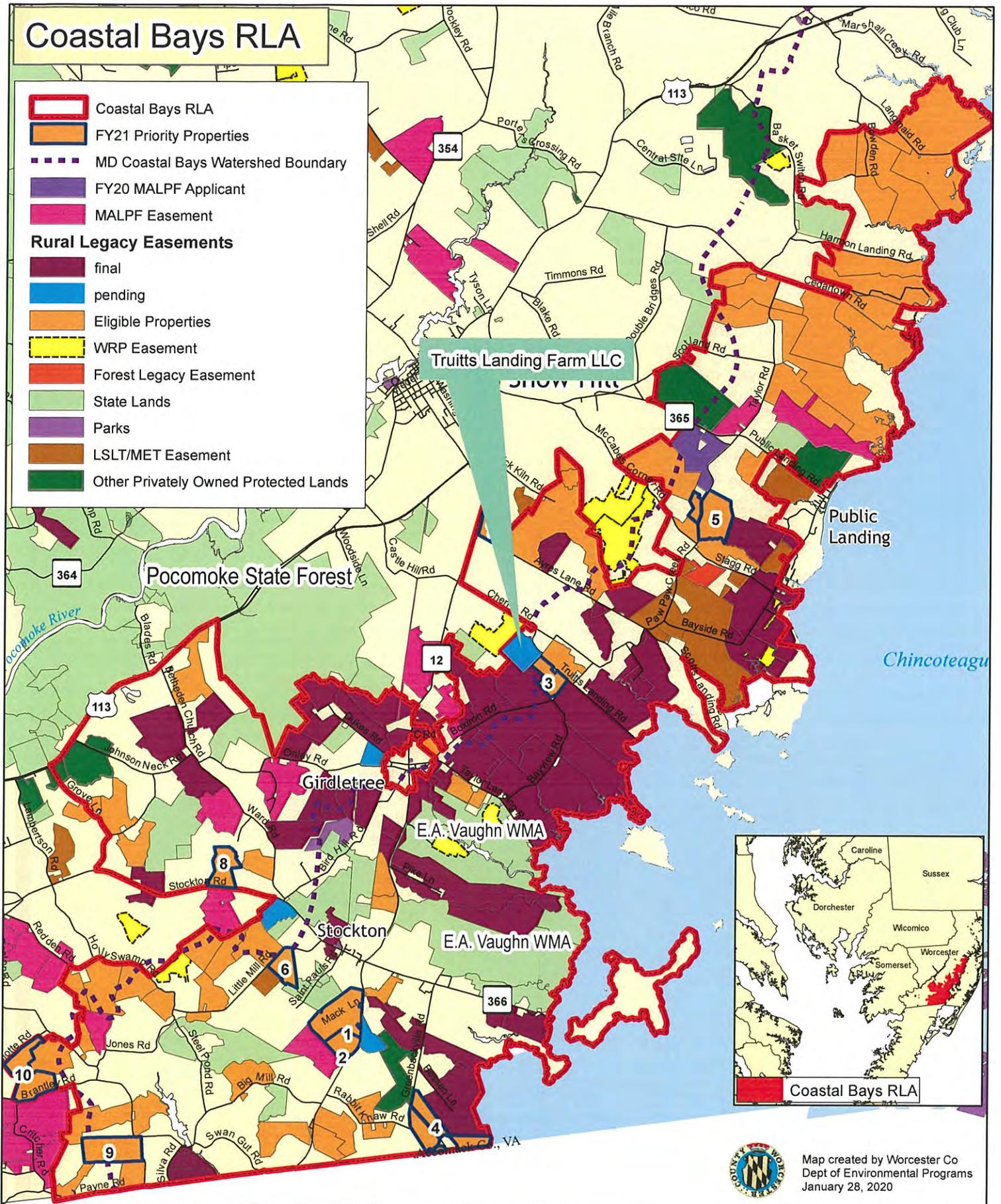
“AS IS” MARKET VALUE (BEFORE) - \$4,100 per Acre \$ 460,000

VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER) \$ 269,000
(Estimate of Unit Value) - \$2,400 per Acre

DIFFERENCE (Concluded Value to Easement): \$ 191,000
(Extracted Unit Value Conclusion) ~ \$1,705 per Acre

Coastal Bays RLA

- Coastal Bays RLA
 - FY21 Priority Properties
 - MD Coastal Bays Watershed Boundary
 - FY20 MALPF Applicant
 - MALPF Easement
- Rural Legacy Easements**
- final
 - pending
 - Eligible Properties
 - WRP Easement
 - Forest Legacy Easement
 - State Lands
 - Parks
 - LSLT/MET Easement
 - Other Privately Owned Protected Lands



Map created by Worcester Co
 Dept of Environmental Programs
 January 28, 2020



Truitts Landing Farm, LLC
Map 72; Parcel 11
112.030 acres



0.1 0.05 0 0.1 Miles



12

Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer
From: Robert J. Mitchell, LEHS *RA*
Director, Environmental Programs
Subject: Proposed St. Martins By the Bay Sanitary Area
Petition for Expansion
SSA-2020-01
Date: 3/9/20

Proposed Public Hearing
on April 14, 2020

A valid application and petition exceeding the threshold of 67% was filed by Mr. Jack Shook, HOA President, on behalf of the St. Martins by the Bay HOA for an expansion of the Ocean Pines Sanitary Service Area. The application requested an addition of the existing St. Martins by the Bay community to the service area for water service. The property is located on the northern side of Beauchamp Road, directly north of the Ocean Pines community, and is presently served by private water and sewer. The community would need to construct an extension to connect to an appropriate location within the Ocean Pines water distribution system. This determination was made pursuant to Section § PW 5-305 (b)(1)(A.) of the Public Works Article. In accordance with the Code of Public Local Law, the application was referred to the staff. This report was prepared by the Director of the Department of Environmental Programs after consultation with County staff.

The subject community, developed in 1984, is made up of 58 parcels which consist of 28 individual homes, 26 townhomes and 4 undeveloped lots along with a community pool. While county records indicate a total of 12 undeveloped lots, that number is associated with the potential development of vacant lots dependent on connection to public sewer as the community onsite sewage system that serves a majority of the community lots is presently at capacity. This report figures in the number associated with the petition of fifty-eight (58) properties, including HOA lands and the community pool.

The community properties are located off of St. Martins Parkway, on Marina Drive, Nova Court, and Riverview Drive, which are on the northern side of Beauchamp Road, directly north of the

Citizens and Government Working Together

Ocean Pines community. The subject properties (attached) are more specifically identified on Worcester County Tax Map 16 as Parcels 88, 87, 6, 95, 86, and 91 and are shown on the attached map. The application requests to add the subject community to the Ocean Pines Service Area, contingent on approval of a loan from a financial institution, for the purposes of providing public water service from the Ocean Pines public water system to these properties. The application proposes an initial provision of fifty-eight (58) equivalent dwelling units (EDUs), or 17,400 gallons per day of water service to the existing community from a water distribution line that will be installed to connect to the Ocean Pines water distribution system.

This proposed connection project will consist of upgrades to the community distribution system, including connecting to the Ocean Pines water distribution system, disconnecting the existing community water treatment system, and installing appropriate valves, hydrants, and other appurtenances associated with the connection of the community.

The community is currently designated (W-1) in the *Master Water and Sewerage Plan* for water service which indicates a planning timeframe of immediate to two (2) years.

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

DPW staff also looked into the expansion of the service area and found the connection will be feasible from an engineering standpoint, as this project has been reviewed previously by DPW and Environmental Programs staff on methods, materials, and pathways for connection of the community.

While the numbers presented are only an estimate at this point, the Enterprise Fund Controller has previously examined the financial feasibility for the Ocean Pines water connections. Looking at the financing for the project costs were based on 58 EDU's. Equity contributions were included in an original estimated cost of \$620,190, which was bumped up to \$750,000 to provide for expected market construction cost increases of 20-25% that we are currently experiencing today. For a typical USDA Rural Development debt payment over 40 years at 2% interest, the costs would be as follows:

1. \$600 per petition per year (\$800 if financed over 20 years)
2. Water at \$250/year or \$55-70 per quarter, per lot included in petition

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

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

- a. The removal of a problematic existing private community water system and establishment of a connection to a secure public water supply from the Ocean Pines system will provide for a safe and reliable water supply to this community.
- b. The provision of public water services to the proposed service area would provide a much greater degree of comfort and convenience for the existing residents and will provide fire flow to the community, which is not present currently.

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

- a. The construction will be paid for by the applicant. Operations will be done by the Department of Public Works, paid for by this residential community of new customers.
- b. The Enterprise Fund Controller has found this project feasible from an economic standpoint if the community is willing, as petitioned, to pay for the connection and has reviewed the financial options for the community with a projected USDA loan product.

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

- a. The removal of a problematic private community water system is in the best interest of the residents of the County and this community.
- b. The retirement of the existing water treatment system and its water appropriations permit will eliminate another private water system within Maryland's St. Martins River-Ocean Pines Water Management Strategy Area and assist with saltwater intrusion efforts.

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

- a. The removal of potential iron scale discharges from the water treatment process to the Atlantic Coastal Bays will be realized with elimination of this private community water plant as a result of the connection of this property to public water.

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

- a. The applicant is responsible for all costs associated with design and permitting of the connection infrastructure. The County Department of Public Works will be responsible for operations, with the costs being paid by this residential community customer. DPW will also inspect all construction before final approval and acceptance.

As detailed above, this petition was investigated according to Section § PW 5-305 of the Public Works Article and found to be in conformance with the standards we examine in processing such applications. Staff has found no reason to find that the proposed expansion, by contract, of the Ocean Pines Sanitary Service Area under our local laws, would be unfeasible from a technical or financial standpoint. The St. Martins HOA have petitioned the County Commissioners that they want this public water service contingent on securing a loan from a financial institution for the purchase of capacity and the design and construction of the connecting infrastructure. In a typical USDA Rural Development project, the County would secure an engineering firm to prepare a Preliminary Engineering Report (PER). That report would need to be paid for by the applicant or by the sanitary service area providing the public water or sewer to the petitioner. The service area would be paid back by the applicant when the cost of the PER is included in the project costs for the connection project. Should the County Commissioners approve of the establishment of this Sanitary Service Area for public water, the Department of Environmental Programs can prepare the required USDA Environmental Report that accompanies the PER in the USDA loan application.

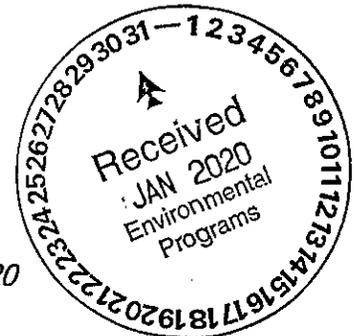
At this time, permission to hold a public hearing to review this service area expansion by contract is requested. This hearing will review the proposed estimated costs and allow the community to comment on the establishment of the area and process in securing financing for the project. I have forwarded a draft notice to Mr. Shannahan for review. I will be available to discuss the matter with either you or the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Enclosures

1. Petition Letter
2. Petition Map
3. Proposed Service Area Map Showing Expansion of Service Area for Water Service
4. Estimate of Project Costs and Financing

cc: Ocean Pines Sanitary Area File SSA-2020-02

*TSt. Martin's By The Bay
Homeowner's Association
P.O. Box 1404
Berlin, Maryland 21811*



January 30, 2020

*County Commissioners
Of Worcester County
1 West Market Street
Snow Hill, Maryland 21863*

Dear Commissioners:

The undersigned is the President of St. Martin's By The Bay Homeowner's Association. The association has 58 parcels which consists of 28 individual homes, 26 townhomes and 4 undeveloped lots. The community was developed in 1984 and is located on the St. Martin's River. From 1984 to date the association has struggled with a self-contained water system. The members of the association incur the expense of daily maintenance by Sharp Water. Sharp monitors the water in accordance with state standards. Some of the equipment is the original from the conception of the development and is in terrible condition. There have been numerous times when the tanks, pumps, pipes and drains have been replaced, again at the cost of the association. There have been many occasions when there has been no water supply for our community for over 24 hours due to a breakage. On average the yearly expense for repairs and supplies is approximately \$30,000.00. With the number of parcels within the association this can be costly for the individual property owner.

The pump house station is located approximately 40 feet from the St. Martin's River. At the time of development of the station, a "french drain" was established for the run off from the station. Said drain is approximately 15 feet from the river. This drain deposits sediment into the river and also is a danger for animals and children in the area.

The proposed expansion would be desirable for the comfort, convenience, health, safety and welfare of the people who will be served by the proposal. Having the Ocean Pines facility hook up to St. Martin's By the Bay, would be more preferable and much more reliable than the present out of date and unreliable system.

The operation and construction is certainly feasible from both the engineering and economic standpoints.

The proposal is in the best interest of the public health, safety and welfare of the residents of the County. All the costs to operate and construct the water improvements will be incurred by the residents of St. Martin's By The Bay contingent on approval of a loan from a financial institution.

The design and operation of the facility was completed according to State and County guidelines. All additional construction that we are applying for will also be under the guidelines of the State and County.

So, with the above information, the St. Martin's By The Bay Homeowner's Association is petitioning the Worcester County Commissioners for the creation of an addition to the Ocean Pines Sanitary Service Area for our community for water. It is in the best interest of the public health of our owners to have the said expansion. Also, not having fire hydrogens in the community is a major concern. With the proposed expansion this would eliminate this concern.

Sincerely,

John E. Shook, Jr.

*John E. Shook, Jr.
President of St. Martin's
By the Bay HOA*

SAMPLE

The undersigned Philip + Elizabeth Young address of
11734 River view Dr
Hereby votes FOR or AGAINST (circle one) the county water coming into St. Martins
By the Bay.

1/24/2020
Dated

Elizabeth Young
Signature

1/24/2020
Dated

Philip John Young
Signature

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration	
Special Tax Recapture: None			
Account Identifier:	District - 03 Account Number - 120511		
Owner Information			
Owner Name:	YOUNG PHILIP J & ELIZABETH A	Use: Principal Residence: RESIDENTIAL YES	
Mailing Address:	11734 RIVERVIEW DR BERLIN MD 21811	Deed Reference: /02639/ 00193	
Location & Structure Information			
Premises Address:	11734 RIVER VIEW DR BERLIN 21811-0000	Legal Description: LOT 12 19816 SQ FT RIVER VIEW DR PL 1 ST MARTIN'S BY THE BAY S 1	
Map:	Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No: 87065	Plat Ref:	
0016	0002 0086 3010012.24 0973	12 2019	
Town: None			
Primary Structure Built	Above Grade Living Area	Finished Basement Area	
2005	2,067 SF	19,816 SF	
Property Land Area	County Use		
19,816 SF			
Stories	Basement	Type	
1	NO	STANDARD UNIT	
Exterior	Quality	Full/Half Bath	
SIDING/ 4	2 full/ 1 half	1	
Garage	Last Notice of Major Improvements		
Attached			
Value Information			
	Base Value	Value	Phase-in Assessments
		As of	As of
		01/01/2019	07/01/2019
Land:	284,700	284,700	As of 07/01/2020
Improvements	151,500	264,100	
Total:	436,200	548,800	473,733
Preferential Land:	0		511,267
			0
Transfer Information			
Seller: OVERLY CHARLES E & DEBORAH J	Date: 01/27/1999	Price: \$103,000	
Type: ARMS LENGTH VACANT	Deed1: SVH /02639/ 00193	Deed2:	
Seller: ST MARTINS GROUP INC	Date: 10/22/1984	Price: \$25,000	
Type: ARMS LENGTH IMPROVED	Deed1: WCL /01029/ 00495	Deed2:	
Seller:	Date:	Price:	
Type:	Deed1:	Deed2:	
Exemption Information			
Partial Exempt Assessments:	Class	07/01/2019	07/01/2020
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00
Special Tax Recapture: None			
Homestead Application Information			
Homestead Application Status: Approved 12/31/2012			
Homeowners' Tax Credit Application Information			
Homeowners' Tax Credit Application Status: No Application		Date:	



www.ocnewwave.com • 410-213-9283 • Ocean City, MD

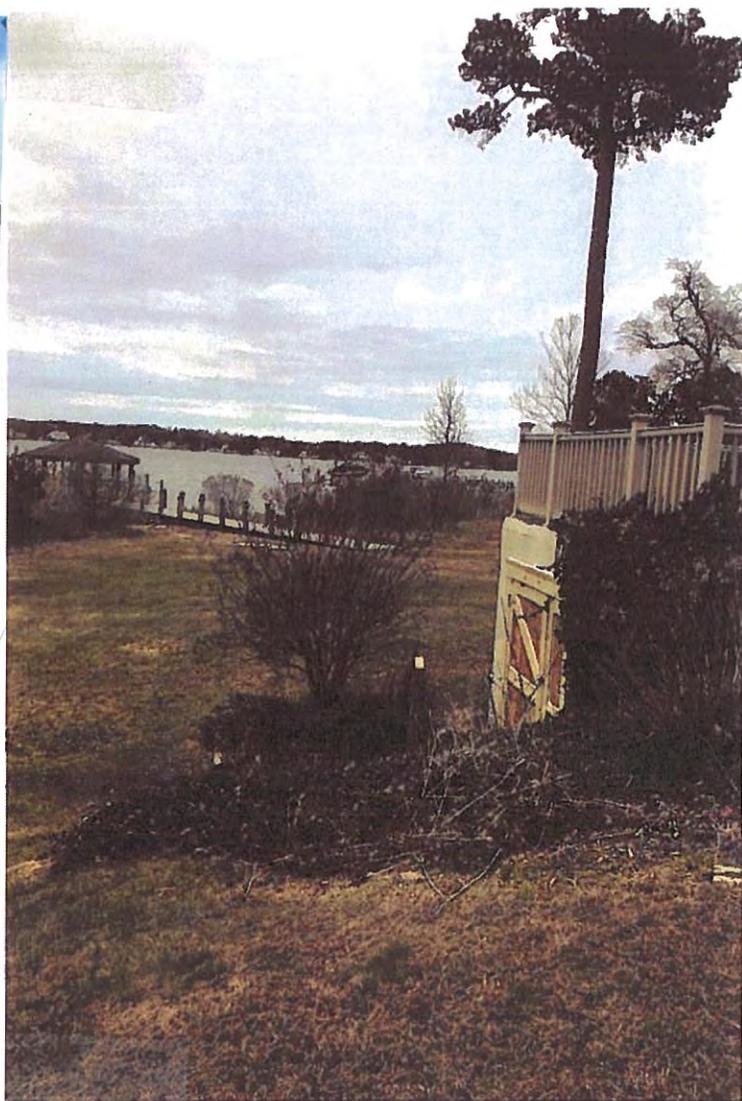
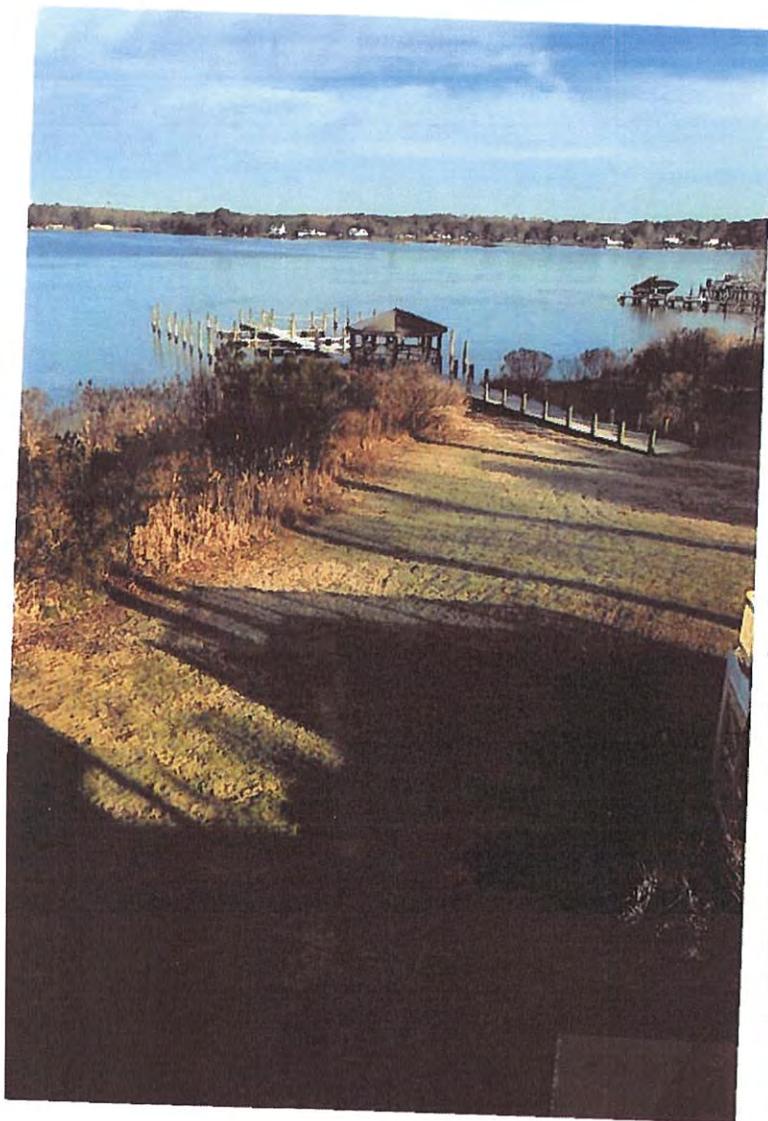


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Pump house / St. Martins River



French Drain

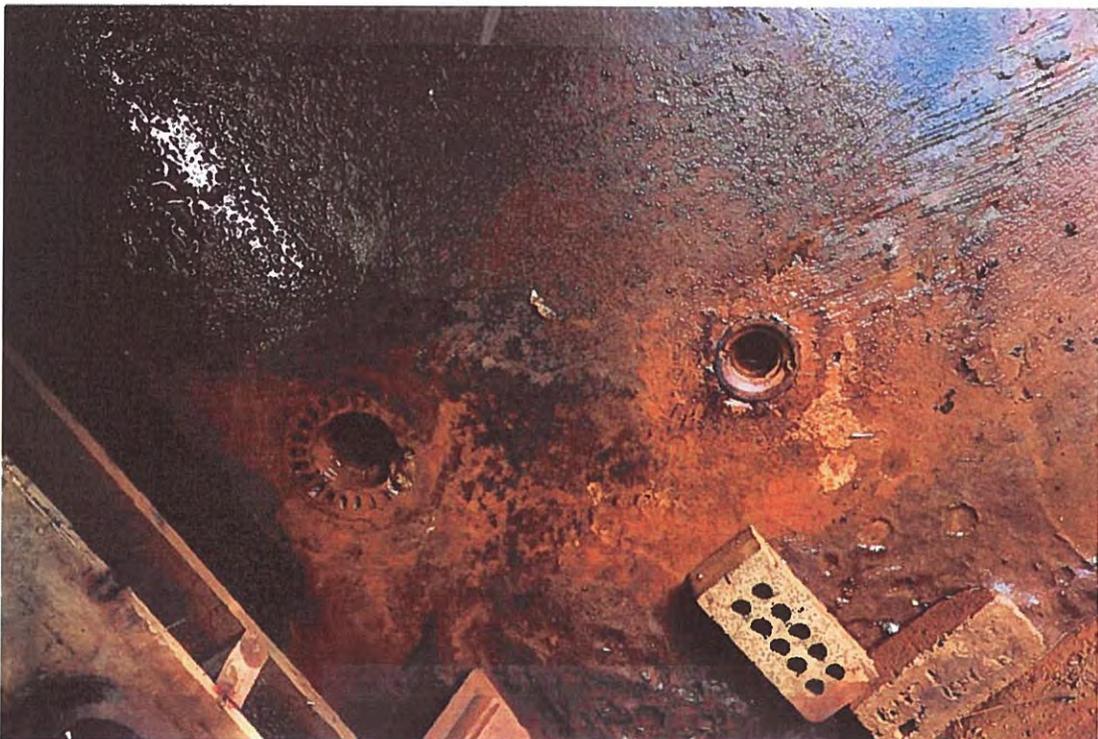


Marsh next to drain

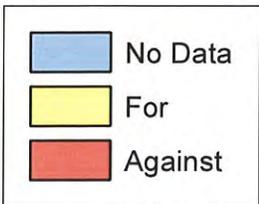
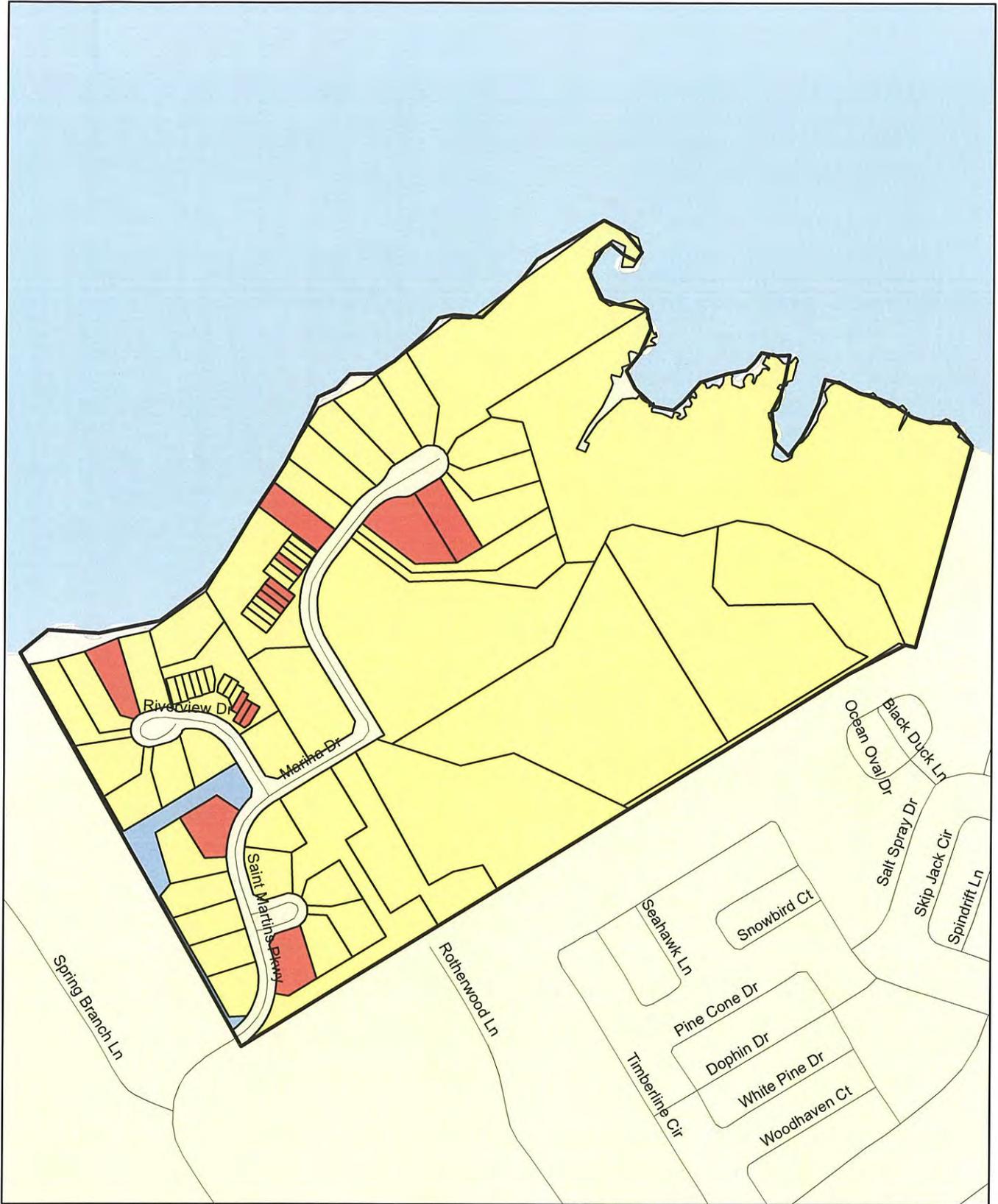
Holding Tanks



Floor pump house



St. Martin's Petition Results



Owner	Tax Account	Street	Owner Occupied	Map	Parcel	Edu's Existing Uses	Edu's Vacant lots	For Petition	Against Petition	Notes
KELLY PHILIP M &	03 121607	11710 RIVERVIEW DR	N	16	88	1			1	
WOOD JOHN W JR &	03 121615	11710 RIVERVIEW DR	N	16	88	1			1	
DUKES WALTER H JR	03 121585	11718 RIVERVIEW DR	N	16	88	1		1		
GOT BRICKS LLC	03 121577	11718 RIVERVIEW DR	N	16	88	1		1		
MORRISON PATRICIA	03 121569	11718 RIVERVIEW DR	H	16	88	1		1		
SHOOK JOHN E JR &	03 121542	11718 RIVERVIEW DR	H	16	88	1		1		
YAKIM PHILIP JAY &	03 121550	11718 RIVERVIEW DR	N	16	88	1		1		
ZIMMERMAN ANTHONY	03 121593	11718 RIVERVIEW DR	N	16	88	1			1	
GOOCH MICHAEL P	03 121496	11722 RIVERVIEW DR	N	16	88	1		1		
PARTRIDGE LYNNE PR	03 121526	11722 RIVERVIEW DR	N	16	88	1		1		
RIDOUT BRANDON &	03 121518	11722 RIVERVIEW DR	H	16	88	1		1		
SMITH LISA M &	03 121534	11722 RIVERVIEW DR	N	16	88	1		1		
CZORAPINSKI DAVID	03 120635	11545 NOVA CT	N	16	87	1		1		
PRACKO BARBARA J &	03 120627	11549 NOVA CT	H	16	87	1		1		
GORDY HAROLD B III	03 120619	11553 NOVA CT	H	16	87	1		1		
EVERETT GLENN S &	03 120546	11215 ST MARTINS HWY	H	16	87	1		1		
WEST REBECCA SUZAN	03 120554	11217 ST MARTINS PKY	H	16	87	1		1		
TIMMONS JOYCE L	03 120562	11221 ST MARTINS HWY	H	16	87	1		1		
KEEFER BARRY L &	03 120570	11225 ST MARTINS PKY	N	16	87	1		1		
MARINI DONALD L	03 120597	11233 ST MARTINS HWY	H	16	87	1			1	
WRIGHT WILLARD L &	03 120651	11236 ST MARTINS PKY	H	16	87	1		1		
BARRA AMY LOUISE &	03 120643	11230 ST MARTINS & NOVA CT	H	16	87	1		1		
ST MARTINS BY THE	03 006158	ST MARTINS PARKWAY RD	N	16	6		1	1		
BAHRAMI SIAMACK	03 127303	ST MARTINS PKWAY RD	N	16	95		1	1		
BAHRAMI SIAMACK	03 127281	ST MARTINS PKWAY RD	N	16	95		1	1		
ST MARTIN'S BY THE	03 121623	RIVER VIEW DR	N	16	88		1	1		
PALMER RUSTY &	03 120430	11726 RIVER VIEW DR	N	16	86	1		1		
YOUNG PHILIP J &	03 120511	11734 RIVER VIEW DR	H	16	86	1		1		
RHYNALDS RUTH A	03 120503	11738 RIVER VIEW DR	H	16	86	1		1		
SABIA SARA N	03 120481	11740 RIVER VIEW DR	H	16	86	1		1		
FERNANDEZ JOSEPH M	03 120473	11742 RIVER VIEW DR	H	16	86	1		1		
GRIFFIN STANLEY J	03 120465	11746 RIVER VIEW DR	H	16	86	1		1		
MILLER KEITH M	03 120457	11750 RIVER VIEW DR	H	16	86	1		1		
BAHRAMI SIAMACK	03 131327	MARINA DR	N	16	95		1	1		
BAHRAMI SIAMACK	03 131297	MARINA DR	N	16	91		1	1		
BAHRAMI SIAMACK	03 172651	MARINA DR	N	16	95		1	1		
BAHRAMI SIAMACK &	03 127311	MARINA DR	N	16	91		1	1		
ST MARTINS BY THE	03 127338	MARINA DR	N	16	91		1	1		
ST MARTINS BY THE	03 131300	MARINA DR	N	16	91		1	1		
ST MARTINS BY THE	03 131319	MARINA DR	N	16	91		1	1		
ST MARTINS GROUP I	03 131289	MARINA DR	N	16	91		1	1		
CLEARY PATRICIA	03 124282	11305 MARINA DR	N	16	91	1		1		
FERRANTE CAROL LEE	03 124312	11305 MARINA DR	H	16	91	1			1	
LACUESTA FERNANDO	03 124320	11305 MARINA DR	N	16	91	1			1	

16

PATRICIA M COSTANT	03 124304	11305 MARINA DR	N	Jan-00	91	1		1		
STANGE CAROL A &	03 124290	11305 MARINA DR	H	16	91	1			1	
W OLIVER WALSH TRU	03 124339	11305 MARINA DR	N	16	91	1			1	
BAHRAMI SIAMACK	03 127354	11311 MARINA DR	N	16	91	1		1		
BAHRAMI SIAMACK	03 127397	11311 MARINA DR	N	16	91	1		1		
COSTANTINO CRAIG &	03 127346	11311 MARINA DR	H	16	91	1		1		
GARCIA ROBERT G &	03 127362	11311 MARINA DR	N	16	91	1			1	
SHUTT ROBERT M & R	03 127389	11311 MARINA DR	H	16	91	1		1		
TAYLOR MATTHEW DAV	03 127370	11311 MARINA DR	H	16	91	1		1		
KOSIENSKI JAMES D	03 124347	11329 MARINA DR	H	16	91	1			1	
PINO JOSEPH L	03 124355	11333 MARINA DR	H	16	91	1		1		
KILLINGER WILLIAM	03 129128	11334 MARINA DR	N	16	91	1		1		
CARR JOHN T &	03 124460	11336 MARINA DR	H	16	91	1		1		
MONTGOMERY JEFFREY	03 124363	11337 MARINA DR	H	16	91	1		1		
STOPFORD JANE M &	03 124371	11341 MARINA DR	N	16	91	1		1		
OLSON ALAN M &	03 124452	11342 MARINA DR	N	16	91	1			X	
STOPFORD JEFFREY M	03 124398	11343 MARINA DR	N	16	91	1		1		
STOPFORD JANE M &	03 131335	11345 MARINA DR	N	16	91	1		1		
KILLINGER WILLIAM	03 124444	11346 MARINA DR	H	16	91	1		1		
ROSHAN MOHAMMAD SH	03 131343	11347 MARINA DR	N	16	91	1		1		
CERV DICK M	03 124436	11348 MARINA DR	N	16	91	1		1		
CUSTEAD WILLIAM J	03 124428	11350 MARINA DR	N	16	91	1		1		
RAMEY SUSAN	03 120600	11603 NOVA CT		16	87				1	
POKRYWKA IAN	03 120538	11732 RIVERVIEW DR		16	86				1	
BAKER TEDDY	03 120589	11229 ST MARTINS HWY		16	87			1		

54 12 56 12

68

17

58 EDUs Water				
Item	Qty	Unit	Price	Total
12" (main line)	4800	LF	38	\$ 182,400.00
Hydrants	8	ea	5500	\$ 44,000.00
6"valves	2	ea	1200	\$ 2,400.00
12" valves	4	ea	3100	\$ 12,400.00
Dir Drill 12"	60	LF	200	\$12,000
Services	58	ea	1500	\$ 87,000.00
				\$ 340,200.00
add:				
Design			8%	\$ 27,216.00
Contingency			10%	\$ 34,020.00
Admin/other				\$ 15,000.00
				\$ 416,436.00
add:				
Equity Contribution	58	EDU	3000	\$ 174,000.00
FCI	58	EDU	513	\$ 29,754.00
				\$ 620,190.00
				Original Estimate Project Cost
				\$ 750,000.00

Construction/Capacity Debt Potential Payments with this budget and different financing rates/types, yearly payment for total, and payment per house:

Debt - \$750,000 over 20 years at 2% if we can get that low a rate is \$46,000 or \$800 per house per year
 3% at 40 years \$32,500 or \$600 per house per year
 Bond at 4% at 15 years \$67,500 or \$1,200 per house per year

Then add:

Water only is \$250/year O&M or 55-70 per quarter per house (cost of the water service itself)

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

(a) Criteria for establishment. A sanitary service area may be created only if it can be demonstrated, and the County Commissioners find that the establishment is (1) necessary for the existing or future health, safety and welfare of the public in general or is in the best interest of the county at large, and (2) feasible financially and from an engineering standpoint. A sanitary service area may include non-contiguous parcels. Parcels wholly within the boundaries of a service area may be excluded from the service area.

(b) Procedure. The procedure for the establishment of a sanitary service area, sub-area or amendment thereto shall be as follows:

(1) Initiation of the process for sanitary service areas or sub-areas to be established or amended may be by petition or by action of the County Commissioners as follows:

A. By petition. The owner or owners of property may petition the County Commissioners for the establishment of a sanitary service area to serve that sub-area or amendment thereto. The petition must describe the geographic area proposed for the sanitary service area, sub-area or amendment. The petition shall be on such forms as prescribed by the County Commissioners and must be signed by not less than 67% of the property owners in the proposed service area, sub-area or amended area. The petition shall be accompanied by a plat of the proposed service area, drawings, maps, plans, studies, construction information and other information as may be required by the County Commissioners.

B. By action of the County Commissioners. If the County Commissioners determine that the establishment of a sanitary service area, sub-area or amendment thereto may be desirable in accordance with the criteria in this Subtitle, then the Commissioners may pass a resolution providing for an investigation of such proposed sanitary service area, sub-area or amendment.

(2) Action on Petition or Resolution. The Commissioners shall make an investigation and evaluation of the proposal set forth in the petition or resolution. In evaluating the proposal, the Commissioners shall consider the following:

A. Desirability of the facility for comfort, convenience, health, safety and welfare of the people who will or in the future may be served by the proposal.

B. Feasibility of construction and operation from an engineering standpoint as well as from an economic standpoint of the proposal.

C. Whether or not the proposal is in the best interest of the public health, safety and welfare of all residents of the county.

D. Whether or not the proposal will not be unduly detrimental to the environment of the county.

E. Whether or not the design and operation of any facility included in the proposal is in accordance with all required permits and applicable standards.

- (3) Hearing. The Commissioners shall hold at least one public hearing on the proposed establishment of a sanitary service area, sub-area or amendment thereto which shall be advertised at least once per week for two consecutive weeks prior to the hearing in a newspaper of general circulation in the area of the proposed action. The public hearing may be held in conjunction with any other public hearing required for the approval of the proposal.
- A. (Reserved)⁸
- (4) Approval/Disapproval. Following the public hearing the Commissioners may approve the proposal and establish a service area, sub-area or amend the same by resolution. The resolution shall specify and include: (1) the name of the service area or sub-area; (2) a geographic description of the service area or sub-area; (3) a description of the proposed sanitary facilities and a plan and schedule for the construction of the facilities; (4) the number of equivalent dwelling units to be served in the sanitary service area or sub-area; (5) an allocation of the equivalent dwelling units for existing parcels and for parcels planned for development; and (6) such other matters as the County Commissioners may deem appropriate. A copy of the resolution agreement implementing same and a plat of the boundaries of the service area or sub-area shall be recorded among the land records of the county. The County Commissioners may deny the proposal if it is found that the proposal is not necessary for the existing or future health, safety and welfare of the public in general or if the proposal is not feasible financially or from an engineering standpoint. Should construction of any facilities fail to commence within ten years from the date of the resolution, the County Commissioners may dissolve the service area or sub-area as herein provided. The decision of the County Commissioners shall be final. The resolution shall establish a special taxing district.
- (5) Cost and fees. In the case of a petition, all costs expended and fees, as from time to time prescribed by the County Commissioners, shall be paid by the petitioners at such time as demanded by the County Commissioners, provided, however, that the County Commissioners may determine that in a case where the petition is for the correction of existing conditions which are hazardous to the public health and the environment, the Commissioners may waive the fees or costs. In addition, the County Commissioners may pay such fees and costs and charge them to the service area or sub-area upon its establishment. Nothing herein shall preclude the County Commissioners from making other expenditures for studies or evaluations necessary to protect the health, safety and welfare of the people of the county and the environment.

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

§ PW 5-306. Services outside service area. [Amended 8-16-2005 by Bill No. 05-11; 12-20-2005 by Bill No. 05-15]

- (a) Extension of services outside service area. The County Commissioners may allow sanitary services to be extended outside the boundaries of a service area to provide service by contract to another sanitary service area, shared sanitary facility, County project or facility, as determined by the County Commissioners. In all such cases the recipient of such service shall fairly compensate the sanitary service area providing service for maintenance and operation cost and for a proportionate share of the value, as determined by the County Commissioners, of the sanitary facilities required to provide the service. In emergency circumstances, service may be provided to an individual property. In the case of providing service to an individual property, the Commissioners must determine that such service is required because of a bona fide health or environmental emergency. The procedure for providing service outside the service area shall be the same as the procedure for an amendment to a sanitary service area set forth in § PW 5-305 of this Article based upon a petition filed by the owner or owners of the property requesting service or by action of the County Commissioners. The County Commissioners, in order to provide service outside the sanitary service area by contract, shall make all of the factual findings required by § PW 5-305, and the proposal must meet with all of the requirements of this section as well as the requirements of § PW 5-305. In cases where services are provided by contract outside of a sanitary service area the County Commissioners may establish rates and fees at the time of the resolution providing for such service. Such rates may be higher or lower than the rate charged within the sanitary service area providing service as determined by the County Commissioners for good cause. All rates and fees shall be subject to the annual budgetary process of § PW 5-310.
- (b) Temporary services. Upon a recommendation by the Department of Public Works, in cases where it is determined necessary, appropriate, or desirable by the County Commissioners, temporary treatment of wastewater generated in one sanitary service area may be provided in another sanitary service area and/or potable water may be supplied from one sanitary service area to another sanitary service area, provided such temporary arrangement does not exceed three hundred sixty-five consecutive days and provided an agreement shall be entered into between the service areas and executed on behalf of the County Commissioners by the Department of Public Works. No arrangement for inter-service area wastewater treatment or supply of potable water shall be made in cases where the wastewater treating area or potable water supplying area lacks sufficient capacity for such service.

§ PW 5-307. Construction of sanitary facilities.

- (a) Construction by developer. Where the proposed sanitary facilities are intended to serve land which is substantially vacant and undeveloped, the developer shall be required to enter into an agreement with the County Commissioners to provide for the construction of the facilities. The agreement shall provide: (1) that the developer shall secure all necessary permits for the benefit of the county, and which may not be modified without the consent of the county, and shall construct the facilities in accordance with all required permits and applicable standards; (2) that the developer shall deed to the county

free and clear of all encumbrances, at the time of the recordation of any subdivision plat or final approval of any site plan all parcels reserved for construction of sanitary facilities; (3) that the developer shall warrant the construction and performance of the sanitary facilities for a period of not less than two years from the date of acceptance by the county and shall post construction and maintenance bonds in an amount to guarantee the warranty which in the case of a maintenance bond shall be no more than 50% of the actual cost of all equipment; (4) that upon completion of the facility and final inspection, approval and acceptance by the county, the developer shall transfer all permits and all those portions of the facility which are not already county property to the county free and clear of all liens and encumbrances and the county shall then assume operational control of the sanitary facilities; (5) for a cash deposit, if required by the resolution establishing the service area, for not less than one year of operation including reasonable reserves for replacement; (6) such requirements for payment of contractors and suppliers as may be required; (7) for any construction bond required by any applicable law or regulation; (8) for any reimbursement to developer for service provided from the facility to third parties and any formula relating thereto; and (9) for such other matters as may be determined by the County Commissioners to be necessary and appropriate. The agreement shall be recorded in the land records of Worcester County at the expense of the developer. Any sanitary facilities constructed by the developer must be of such a capacity to provide service for each equivalent dwelling unit reflected on the developer's subdivision plats or site plans. The County Commissioners may require a developer to construct sanitary facilities of a size and capacity greater than that necessary to serve the proposed development when that additional capacity is needed to serve other existing parcels within the service area. In such a case, those existing parcels shall be established as a sub-area and the sub-area shall be liable for reimbursing the developer for its proportionate share of the costs of the sanitary facilities constructed by the developer.

- (b) Construction by county. Where a sanitary service area or sub-area has been established, the sanitary facilities shall be constructed, expanded or upgraded by the county in accordance with the following procedures.
- (1) The County Commissioners shall cause to be made such studies, plans and specifications as may be necessary to solicit bids and determine the actual cost for the construction and operation of the proposed sanitary facilities.
 - (2) The County Commissioners shall hold a public hearing on the cost of the project, which hearing shall be advertised at least once per week for two weeks prior to the hearing in a newspaper of general circulation in the area of the proposed service area. At the hearing the Commissioners may ask for the vote of each property owner in the service area as to whether the project should be constructed but shall not be bound by said vote.
 - (3) Following the public hearing the County Commissioners may approve or reject the project for construction. If approved, the County Commissioners may advance funds or may issue bonds as may be authorized by Public General Law, for the construction of the project. The costs incurred in constructing the project shall be considered a debt of the sanitary service area which debt shall be repaid through the levying of and payment of assessments as provided for in this Subtitle.

- (c) Standards. The County Commissioners may, by resolution, adopt codes and standards for the construction, operation and use of sanitary facilities.

§ PW 5-308. Operation of sanitary facilities.

Sanitary facilities shall be operated by the Worcester County Department of Public Works, provided that the County Commissioners may contract with qualified private operators or enter into leases with private operators to operate sanitary facilities.

§ PW 5-309. Plat approval and building permits. [Amended 7-13-1999 by Bill No. 99-4]

- (a) Conditions of approval and permit issuance. No subdivision plat may be recorded or site plan finally approved for any development in a sanitary service area until the sanitary facilities have either been completely constructed and in operation or the construction is provided for by agreement with the County Commissioners and has been adequately bonded to the county. No building permit for any structure in a sanitary service area shall be issued until the county shall determine that the construction of the sanitary facilities is substantially completed as determined by the County Commissioners upon the advice and the recommendation of the County Environmental Programs Administrator and, if the facilities are being constructed by a developer, that the remaining work is adequately bonded to the county. No occupancy permit shall be issued for any structure in a sanitary service area until the sanitary facilities are completed and are operating to the satisfaction of the county and have been transferred to the county.

- (1) Notwithstanding the provisions contained in Subsection (a) above, permits for no more than four model homes may be issued for any subdivision where the proposed water supply system and/or sewage disposal system have been approved by the Department of the Environment but not constructed, subject to the following:

- A. The water supply system and/or sewage disposal system have been bonded in their entirety to the satisfaction of the County Commissioners.
- B. There shall be no water supply extended to the model homes.
- C. All plumbing shall terminate at the building foundation.
- D. Model home owners/developers shall utilize the model homes only for display purposes and they must not be either sold or occupied for any purpose until the water supply system and/or sewage disposal system are available to serve them. Agreements to this effect must be signed by all owners/developers, contractors and lienholders and recorded in the land records of Worcester County.

§ PW 5-310. Budget, assessments and charges.

- (a) Service area budget. The County Commissioners shall each year, by resolution, approve and adopt a budget for each service area which shall specify estimated expenses of the

service area or sub-area and the assessment, user charge and accessibility rates, as well as any other authorized fees and charges, necessary to balance estimated expenditures. The County Commissioners may also approve and adopt such supplemental budgets and assessments and charges in accordance with the procedures set forth in this section, as may be necessary to meet emergency or unexpected conditions and expenses, including partial year budgets and levies. The expenses of the service area may also include a portion of any consolidated administrative, financial, engineering and maintenance expenses which are allocated to the service area on a proportionate basis.

- (b) Assessments. The County Commissioners shall levy assessments by resolution on all properties within the sanitary service area or sub-area for the sole purpose of raising funds to retire any indebtedness of the service area or sub-area incurred for the purpose of acquiring or constructing sanitary facilities. The assessments shall be levied uniformly on an equivalent dwelling unit basis. If no new assessment is made, then the prior year assessment shall continue for the ensuing year. Each parcel within the service area shall annually, by resolution, be assigned an equivalent dwelling unit rating based upon its actual use or, in the case of vacant land, be assigned a one equivalent dwelling unit rating unless the vacant land has been approved for a greater number of equivalent dwelling units either by site plan approval, preliminary plat approval, or other development plan approval allowing for an allocation of water or sewer service, or other contracted agreement providing for water or sewer service, in which case the rating shall be based upon the number of equivalent dwelling units provided for in such approval, plat, plan or agreement. The County Commissioners may make adjustments in assessments in cases of lots which are determined by the County Commissioners to be lots not intended for sewer or water facilities or where water or sewer facilities provided in the service area or sub-area are not planned to be extended to such lot. In the case of unplatted areas subject to assessment on account of any such approval, the resolution may provide for a charge per equivalent dwelling unit of less than one hundred percent. The County Commissioners shall make a semiannual assessment levy, at one-half the annual rate, for parcels which first become subject to assessment or for which the equivalent dwelling unit rating is changed, after the beginning of the levy year and before the 180th day of the year. The assessment rate per equivalent dwelling unit shall be made each year, by resolution, such that the total assessment levy for that year is sufficient, but not in excess of the amount necessary except allowing for a reasonable reserve for uncollected assessments, to pay the indebtedness due for that year.
- (c) User charges. The County Commissioners shall levy, by resolution, user charges for all customers in the service area or sub-area actually connected to sanitary facilities. The user charges shall be based upon the best available determination of the volume of water used or wastewater discharged. The user charges shall be set on an annual basis in an amount, when added to any accessibility charges collected, sufficient to pay all operating and maintenance costs of the sanitary service area or sub-area including reasonable reserves for replacements.
- (d) Special service fees. The County Commissioners may establish, by resolution, and charge special service fees required to be paid for special services provided by the county. Such fees shall be based upon the cost to the county to provide any such service.

- (e) Accessibility charges. Where the customer base is insufficient to generate sufficient user charges to reasonably pay annual maintenance and operation expenses, the County Commissioners may levy, by resolution, accessibility charges for all parcels in the service area which are not yet actually connected to sanitary facilities. The Commissioners shall classify parcels based upon the degree to which the sanitary facilities are considered to be readily accessible.
- (f) Late fees and interest. The County Commissioners may also establish, by resolution, late fees and administrative charges required to be paid and interest charges for any assessments, charges or fees which are not paid in the time prescribed.
- (g) Contract charges. Where there is an existing agreement as described in § PW 5-313 hereof with respect to sewer or water services in any service area, then in such event, any charges as agreed to, authorized by, or set forth in such agreement, including any charges agreed to be made to persons similarly situated and not parties to any such agreement and specifically including all charges included in an agreement between Worcester County Sanitary District, County Commissioners of Worcester County, institutional service corporation, Maryland Marine Utilities, Inc., and 589 Corporation, dated July 14, 1987, and all exhibits thereto may be made by the County Commissioners within that service area pursuant to such agreement. Any such charges authorized by an amendment to such agreement may also be made.
- (h) Discontinuance of water services. If any bill for water service remained unpaid (1) after sixty days from the date of mailing for annual and semiannual bills; or (2) after thirty days from the date of mailing for all other bills, the department shall give written notice, left upon the premises or mailed to the last known address of the owner, that the water service will be terminated in ten (10) days and not reinstated until said bill, late fees, interest and a reconnect fee of fifty dollars have been paid.
- (i) Collection of unpaid charges. Unpaid assessments, charges and fees shall be collected in the same manner as real estate taxes, shall constitute liens in the same manner as real estate taxes, and shall be subject to all laws with respect to real estate taxes.
- (j) Public hearing. Before adopting any resolution establishing or changing any assessment rate, user charge rate or availability charge rate, the County Commissioners shall hold a public hearing, which hearing shall be advertised at least once per week for two weeks prior to the public hearing in the area of the service area, on said rates at which hearing the property owners and customers shall have an opportunity to be heard regarding the service area budget or the proposed rates.
- (k) Interim forms of assessments and charges. In addition to the other powers set forth in this section, the County Commissioners may, in lieu of assessments based upon equivalent dwelling units as provided for under Subsection (b) hereof, levy benefit assessments, in the West Ocean City Sanitary Service Area, for the year 1994/95, by resolution, based upon front footage in accordance with existing formulae or systems.
- (l) Continuation of budgets and assessments. In the event the County Commissioners do not adopt a budget or make an assessment for a service area or service areas, the prior year budget and assessment shall continue for the ensuing year in that service area.

(m) Assessment appeals. Any person alleging an error in the application of the criteria or standards used in determining the number of equivalent dwelling units assessed, or in the calculation of some other method of assessment allowed under the provisions of this section, or the procedures adopted to implement the assessment system, shall be entitled to appeal, in individual cases, such assessments to the County Commissioners within such time periods and in accordance with such procedures as the County Commissioners may from time to time adopt by resolution. There shall be no appeal from the assessment methods or procedures. In the event of a reduction in assessment, the property owner shall be entitled to a refund for the then current year only.

§ PW 5-311. Dissolution.

Where the County Commissioners determine that a sanitary service area or sub-area is no longer necessary based upon the criteria set forth in § PW 5-305(b)(2)A through § PW 5-305(b)(2)E, the sanitary service area or sub-area may be dissolved in accordance with the procedures in this Subtitle for establishment.

§ PW 5-312. Additional provisions.

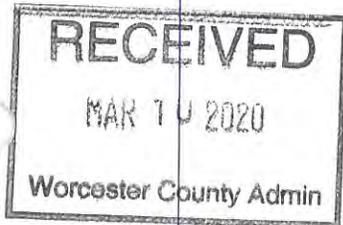
Nothing contained in this Subtitle shall be construed to limit or diminish any other powers or authority relating to the provision of water or wastewater service granted to the county under the Environment Article of the Annotated Code of Maryland or any other provisions of public general law. Where such other powers are in conflict with provisions of this Subtitle then the provisions of this Subtitle shall govern without any such limitation.

§ PW 5-313. Effect on existing agreements.

Nothing in this Subtitle shall abrogate or amend any such terms of any legally enforceable agreement entered into between any developer or sanitary service area and the Worcester County Sanitary District or the County Commissioners enforceable and in effect on the effective date hereof (including, but not limited to, the agreement made on the 25th day of November, 1997, by and between MH Utilities Corporation, Mystic Harbour Water and Wastewater Services, Inc. and the Worcester County Commissioners) to the extent that the provisions of this Subtitle are in conflict with matters specifically and directly addressed in said terms, otherwise the provisions of this Subtitle shall apply. Specifically, however, where such agreements provide for transfer of facilities, expansion of service areas, or service outside service areas, then the provisions of the agreement shall govern.

§ PW 5-314. Decision of Commissioners to be final.

Any person who has been denied a permit, license or approval by any county department or official acting pursuant to this Subtitle may, in writing within 30 days of such action, apply to the County Commissioners for a review of such action. The Commissioners shall provide the applicant with a right to be heard thereon upon at least 15 days notice. The decision of the Commissioners shall be final and not subject to any appeal to any board or court.



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

Proposed Public Hearing
on April 14, 2020

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director of Public Works
DATE: March 6, 2020
SUBJECT: Gum Point Road Sewer Line Extension - Update

DIVISIONS

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

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

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

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

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

Following up to report progress on the Gum Point Road Sewer Line extension, we are providing the following information:

Developer Agreement – A draft of the agreement to serve the Hersey proper has been developed and shared with his Attorney. We are waiting for finalization of the agreement to move forward with the project design.

p.2

Engineering Design – Proposals from both J. W. Salm Engineering and Russell T. Hammond Surveying are being modified to include all of Gum Point Road instead of their original proposals for Mr. Hershey. This work will be authorized once the Project Agreement has been finalized, and the required Public Hearing is held.

p.5

Financial Feasibility – Attached is an updated financial analysis of the project based on an updated customer count showing a reduction of 10 EDUs and a corresponding increase in the cost per EDU. The revised EDU count is the determination that 3 properties are not buildable and 7 EDUs are being served under the Vanderhackett extension. The total cost per EDU is now estimated to be \$ 21,886.

p.22

Public Hearing – Prior to finalizing the agreement, we should schedule the required public hearing as required by code which will determine if the project will move forward.

See Bob Mitchell's
Report - page 25

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

Attachment

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

AGREEMENT

This Agreement, is dated _____ and is between the **County Commissioners of Worcester County, Maryland** ("County"), in the capacity of the governing body of the Greater Ocean Pines Service Area, ("Service Area") and **Steven Hershey** ("Owner").

Recitals

- A. Owner owns property known as 11831 Gum Point Road ("Property") that is located in the Service Area.
- B. Owner wants public sanitary sewer service for the Property.
- C. Owner will provide financing to defer the cost of the County extending a sewer line up to the Property ("Project").

Terms

The County and Owner agree as follows:

- I. Owner's Responsibilities:
 - a. Owner must deposit \$[x] in escrow for allocation to the Project's initial construction cost if it is formally approved.
 - b. If the Project is completed, Owner will be responsible for all additional costs related to a sewer service connection to the Property, including purchase of Equivalent Dwelling Units ("EDUs") necessary to serve the property, equity contributions, future capital improvement ("FCI") fees, grinder pump purchase and installation, connections to buildings, and other related costs.
- II. County's Responsibilities:
 - a. Upon complete payment of the sum above into escrow by Owner, County will begin the process of approving and constructing the Project in accordance with the Worcester County Code ("Code"), the Worcester County Water and Sewerage Plan ("Plan"), and all other applicable laws and regulations.
 - b. After a public hearing under Code § PW 5-307, the County will make a final decision to approve the Project.
 - i. If the Project is not approved, the balance of the escrow funds will be refunded to the Owner, less reasonable expenses incurred and documented by the County. Owner waives the right to any other remedy against the County.

- ii. If the Project is approved, the initial escrow balance will become nonrefundable and will be allocated to Project construction costs.

III. Project Design

- a. At its sole discretion, County may allow Owner to design the Project to County specifications. If Owner is allowed to design the Project, Owner may receive an offset for reasonable design costs up to \$[x] that will be refunded from the escrow amount.
- b. County must approve the final design and the final design must comply with the Code, the Plan, and all applicable laws and regulations.
- c. Attached as Exhibit A is a preliminary schematic to illustrate the general location of the Project.

IV. Miscellaneous

- a. This Agreement is governed by Maryland law.
- b. The Circuit Court for Worcester County, Maryland is the exclusive jurisdiction for any action arising from this Agreement.
- c. The County and Owner are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives any benefit or right to third persons.
- d. County and Owner agree to cooperate in the implementation of the Agreement and to execute additional documents reasonably required to do so.
- e. This Agreement is the complete agreement between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

The Parties agree to this Agreement on the date stated above.

Attest:

County Commissioners of
Worcester County, Maryland

Harold Higgins
Chief Administrative Officer

Joseph M Mitrecic
President

Witness

Owner

Steven Hershey:

J. W. SALM ENGINEERING, INC.

9842 Main Street, Suite 3
P.O. Box 397
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

March 12, 2020

John S. Ross, P.E.
Deputy Director
Worcester County DPW
1000 Shore Lane, Ocean Pines, MD 21811

Re: Low-Pressure Sewer Force Main Design – Gum Point Road, Berlin, Worcester County, Maryland

Dear Mr. Ross:

JWSE is pleased to present this work plan for requested engineering services. Work will include engineering design for a public sewer connection via an extension of the County's low-pressure (LP) sewer main, from the planned extension at the private marina to your property at the end of Gum Point Road along with the design for the extension West on Gum Point Road to the intersection with MD Route 589.

JWSE will design a low-pressure sewer system consisting of approximately 4,500 +/- linear-foot of public force main in the Gum Point Road right-of-way. No private private force main or private grinder pump stations will be designed. The LP public force main may vary from 1.5-inches in diameter to 3-inches in diameter along different sections, as required by Worcester County. All work will be suitable for submittal to Worcester County and/or MDE for their review. The budget estimate for this work effort is \$13,745.00. *JWSE* will need three weeks from authorization and receipt of the survey from your Surveyor to prepare this design.

All *JWSE's* work will be performed on a Time and Expense basis, in accordance with the attached Standard Provisions. *JWSE's* scope of work does not include: base surveying, sub-surface exploration or soils evaluation or testing. Neither post design and/or construction services nor survey stakeout are included in the scope of work. No work involving critical areas, forestry, zoning or other planning services is included as it is not likely that these will be required for your design. We will require the base file from your surveyor in AutoCAD format prior to beginning our work. It is possible that a wetland permit may be required for the section to be installed underneath a large culvert on Gum Point Road, just north of the existing private marina. *JWSE* can assist in obtaining this permit, if required, however the cost of this is not included in this work plan since it is presently no know if this will be required.

JWSE will begin work upon written authorization from you below. Please feel free to contact *JWSE* should you have any questions or comments.

Very truly yours,

J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

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

Attachments: Standard Provisions (September 2008)

Please indicate acceptance by signing below and returning to *JWSE*.

Owner or Authorized Representative

Date

(Print Name)

Phone Number

(Mailing Address)

J. W. SALM ENGINEERING, INC.

9842 Main Street, Suite 3
P.O. Box 397
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

February 5, 2020

Steve Hershey
1 Mason Drive
Selbyville, DE 19975

**Re: Low-Pressure Sewer Force Main Design – Tax Map 21, Parcel 75, Gum Point Road,
Berlin, Worcester County, Maryland**

Dear Mr. Hershey:

JWSE is pleased to present this work plan for requested engineering services. Work will include engineering design for a public sewer connection via an extension of the County's low-pressure (LP) sewer main, from the planned extension at the private marina to your property at the end of Gum Point Road.

JWSE will design a low-pressure sewer system consisting of approximately 3,500 +/- linear-foot of public force main in the Gum Point Road right-of-way along with a private force main and private grinder pump station(s) on your property. The LP public force main will vary from 1.5-inches in diameter to 4-inches in diameter along different sections, as required by Worcester County. All work will be suitable for submittal to Worcester County for their review. The budget estimate for this work effort is \$11,745.00. *JWSE* will need three weeks from authorization and receipt of the survey from your Surveyor to prepare this design.

All *JWSE*'s work will be performed on a Time and Expense basis, in accordance with the attached Standard Provisions. *JWSE*'s scope of work does not include: base surveying, sub-surface exploration or soils evaluation or testing. Neither post design and/or construction services nor survey stakeout are included in the scope of work. No work involving critical areas, forestry, zoning or other planning services is included as it is not likely that these will be required for your design. We will require the base file from your surveyor in AutoCAD format prior to beginning our work. It is possible that a wetland permit may be required for the section to be installed underneath a large culvert on Gum Point Road, just north of the existing private marina. *JWSE* can assist in obtaining this permit, if required, however the cost of this is not included in this work plan since it is presently no know if this will be required.

JWSE will begin work upon written authorization from you below. Please feel free to contact *JWSE* should you have any questions or comments.

Very truly yours,
J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

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

Attachments: Standard Provisions (September 2008)

Please indicate acceptance by signing below and returning to *JWSE*.

Owner or Authorized Representative

Date

(Print Name)

Phone Number

(Mailing Address)

STANDARD PROVISIONS

GENERAL: The letter Proposal from J.W. Salm Engineering, Inc. (JWSE), outlining the scope of work, fees and times for completion, together with the terms and conditions contained herein, shall constitute the Agreement for services to be rendered. These Standard Provisions are fully binding upon Clients accepting proposals just as if they were fully set forth in such Proposals. However, in the event that terms and conditions set forth in the Proposal contradict terms set forth here, the Proposal shall govern. Upon acceptance by the Client, the Proposal and these Standard Provisions shall constitute the entire Agreement between the parties. No service outside the scope of this Agreement shall be performed without notification to the Client. Should there be any future revisions, dictated by changes in the governing authorities requirements or changes of scope of the project made by the Client, fees shall be adjusted accordingly. Fees shall be in accordance with the "Fees for Professional Services" prevailing at the time the work is performed. Although it is the policy of JWSE to complete all professional services in a timely manner, there is no guarantee expressed or implied as to when work will be completed or when work will be reviewed or approved by the applicable governing agencies. Each party reserves the right to terminate this Agreement at any time upon written notification. In such event, the Client shall pay for all work performed to date. The Client shall pay the costs of all fees, permits, bond premiums, and other charges not expressly covered by the terms of this Agreement.

SCOPE : JWSE shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by JWSE pursuant to the Agreement. In no event, unless expressly set forth in the Agreement, shall JWSE be obligated:

- a. To furnish or certify as to the correctness of a legal description or title report as to real property which is the subject of, or related to, JWSE's services.
b. To furnish or certify as to the correctness of a topographical survey, as-built survey, land survey, boundary survey, utility survey, street survey, or other survey which reflects real property which is the subject of, or related to, JWSE's services
c. To furnish legal, accounting, insurance, or other consulting services not customarily undertaken by JWSE.
d. To provide professional services pertinent to off-site requirements or considerations.
e. To locate or verify the location of underground utilities.
f. To furnish or verify specifications or requirements related to PCB transformer removal or disposal, radon level evaluations, asbestos, or related services.
g. To assure the Client of favorable results on the submission of zoning, appeal, exception, waiver or any other applications made on behalf of the Client to Local, State or Federal agencies or bodies.
h. To provide any geotechnical services, including, but not limited to, core borings, probing, subsurface explorations, inspections, testing, the preparation of soils reports, or soils-related design improvements unless specifically included in the Agreement. These services shall be performed by others.
i. To issue stop work directives to the Client's contractors or subcontractors.

In the event such services or actions are necessary for the performance of JWSE's services, they shall be furnished by the Client at the Client's expense. The Client shall also inform JWSE of any special criteria or requirements related to JWSE's services and shall furnish JWSE with all existing information, including reports, plans, drawings, surveys, deeds, and other documents. JWSE shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by the Client.

FEES FOR PROFESSIONAL SERVICES : The Client agrees to pay JWSE for professional services rendered in connection with the scope of services provided in the Proposal. Unless specified as a Lump Sum fee (LS), any cost estimate included in the Proposal is for budgetary purposes only. Payment, if specified as Time and Expense (T&E), shall be based upon actual time and expense charged per the schedule below:

Table with 2 columns: Service Category and Rate. Includes Project Manager/Principal (\$150-\$200/hr), Senior/Project Engineer & Surveyor (\$75-\$105/hr), Staff Engineer/Survey Crew (\$65-\$95/hr), Designer (\$55-\$80/hr), Clerical (\$45/hr), Copies (\$0.20 each letter size), Fax (\$2.00 / page), Mileage (Federal Rate), Contract Labor (Cost plus 15%), and Other expenses (Cost plus 15%).

Fees for expert witness testimony and preparation shall be billed at one and one-half times the normal fee for professional services.

INVOICES AND PAYMENTS : Lump Sum services will be invoiced periodically, based on a percentage completion basis. Time and Expense services will be invoiced periodically, based on work completed to date. Payment is due upon receipt of the invoice. A final invoice will be submitted upon the completion of all work and payment is due upon receipt of the invoice. A ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS THAT BECOME DELINQUENT BY THIRTY (30) DAYS OR MORE. JWSE reserves the right, at JWSE's discretion, to suspend work on any of the Client's projects should the past due balance fall 45 days behind. Client payment of JWSE invoices implies that all work has been performed to the Clients satisfaction.

CHOICE OF LAWS: The Contract shall be construed in accordance with the laws in the State of Maryland. The parties shall agree that the venue for all conflicts arising out of this Contract shall be Worcester County, Maryland.

COLLECTION : The continuation of work during payment negotiation in no way forfeits JWSE's future rights of collection. In the event that JWSE shall be successful in any arbitration or suit for damages for breach of this Agreement, including non-payment of invoices, or the enforcement of this Agreement or to enjoin the other party from violating this Agreement, JWSE shall be entitled to recover as part of its damages, its reasonable legal costs, including attorney fees, collection fees, collection agency fees and expenses for bringing and maintaining any such action.

INSURANCE : Insurance Certificates will be furnished upon request. Within the limits of said insurance, *JWSE* agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of *JWSE*, its employees, agents, subcontractors and their employees and agents. If the Client places greater responsibilities upon *JWSE* or requires further extraordinary insurance coverage, *JWSE*, if specifically directed by the Client in writing, will take out additional insurance (if procurable), at the Client's expense; but *JWSE* shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of this insurance.

OWNERSHIP OF DOCUMENTS : All documents, including but not limited to original drawings, specifications, reports, sketches, and electronic files, prepared or to be prepared by *JWSE* for the Client, contain creative, artistic, and original ideas which the Client agrees are a valuable property right of *JWSE*. It is understood by and between the parties that all such documents, or any reasonable facsimile thereof, are and shall remain the property of *JWSE* whether used by Client or not, and shall not be used by or provided to any third party in any manner whatsoever by the Client except for the purposes of and according to the provisions set forth in this Agreement. The Client agrees not to make copies; reasonable facsimile, artists renditions or the like of said documents without procuring *JWSE's* prior written approval and further agrees not to alter in any manner said documents. In the event of default or termination of this Agreement, the Client shall be entitled to use information contained in said documents only when fees for the same have been paid in full.

UNAUTHORIZED CHANGES : In the event the Client, the Client's contractors or subcontractors or anyone from whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by *JWSE* without obtaining *JWSE's* prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against *JWSE* and to release *JWSE* from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to *JWSE's* construction documents without the prior written approval of *JWSE* and that further requires the Contractor to indemnify both *JWSE* and the Client from any liability or cost arising from such changes made without such proper authorization.

ELECTRONIC MEDIA : *JWSE* regularly uses electronic media in generating, revising, plotting and transmitting its design capabilities. *JWSE's* electronic files are proprietary and, while they are made available to the Client under provisions of the Agreement, the Client shall not permit any unauthorized reuse of the electronic files such as use on later project phases, another project or for Facility Management Systems, and shall not permit any unauthorized modifications to the electronic files, either by the Client or third parties. The Client shall indemnify and hold harmless *JWSE* against any claims or damages resulting from subsequent unauthorized use or modification of the electronic files. *JWSE* assumes no responsibility for errors in the electronic transfer of data, either in sending or receiving, or in alteration or damages to the wireless, wired, disks, tapes or other media transmission. *JWSE* cannot guarantee the archive use of electronic files due to limited life expectancy of the media. Hardcopy sealed plans take precedence over electronic files. Electronic files are provided for the Client's convenience only.

LIMITATION OF PROFESSIONAL LIABILITY : *JWSE* does not assume any responsibility or guarantee for information or work completed by other consultants or for approval or other actions by and of government agencies. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses, due to design defects, errors, omissions, or professional negligence, levied against *JWSE*, *JWSE* officers, directors, partners, employees or any *JWSE* subconsultants to a sum not to exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by *JWSE*, or any *JWSE* subconsultants of such limitation of liability for design defects, errors, omissions, or professional negligence, and agrees to require, as a condition precedent to their performing the work, a like limitation of liability on their part as against *JWSE*, or any *JWSE* subconsultant. In the event that the Client fails to obtain a like limitation provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and *JWSE* to such contractor or subcontractor arising out of design defects, errors, omissions, or professional negligence, shall be allocated between the Client and *JWSE* in such a manner that the aggregate liability of *JWSE* for such defects to all parties, including the Client, shall not exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Additional limits of liability of fifty thousand dollars (\$50,000.00), may be made part of this agreement for an additional fee of fifty Percent (50%) of the total fees included herein.

EXTENSION OF PROTECTION : The Client agrees that any and all limitations of *JWSE's* liability and indemnifications by the Client to *JWSE* shall include and extend to those individuals and entities *JWSE* retains for performance of the services under this Agreement, including but not limited to *JWSE's* officers and employees and their heirs and assigns, as well as *JWSE's* subconsultants and their officers, employees, heirs and assigns.

INTERPRETATION : Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by *JWSE's* sole or gross negligence or *JWSE's* willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join *JWSE* as a third-party defendant. "Parties" means the Client and *JWSE*, and their officers, directors, partners, employees, subcontractors and subconsultants.

STANDARD OF CARE : In providing services under this Agreement, *JWSE* will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. *JWSE* makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

BETTERMENT : If, due to *JWSE's* negligence, a required item or component of the Project is omitted from *JWSE's* construction documents, *JWSE* shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will *JWSE* be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CORPORATE PROTECTION : It is intended by the parties to this Agreement that *JWSE's* services in connection with the Project shall not subject *JWSE's* individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against *JWSE*, a Maryland corporation, and not against any of *JWSE's* individual employees, officers or directors.

CONFIDENTIAL COMMUNICATIONS : *JWSE* may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against *JWSE*. To help create an atmosphere in which *JWSE* may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by *JWSE* to the Client or to the Client's agents.

SURVIVAL : All limitations of liability, indemnifications, warranties and representations contained in the Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

FAST-TRACK DESIGN AND CONSTRUCTION : *JWSE* will determine, at *JWSE's* sole discretion, if and when a project is proceeding on a fast-track basis, i.e. where some or all of *JWSE's* design services overlap the construction work and are out-of-sequence with traditional project delivery methods. If so determined by *JWSE*, and in consideration of the benefits of fast-tracking to the Client and in recognition of the inherent risk of fast-tracking to *JWSE*, the Client agrees to waive all claims against *JWSE* for design changes and modifications to portions of work already constructed necessitated by the fast-track process. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all claims, damages, liabilities or costs, including attorney's fees and defense costs, arising out of or in any way connected with the fast-track nature of a project. Additionally, the Client agrees to compensate *JWSE* for all additional services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the scheduling requirements of the fast-track process.

SAFETY : Any construction observation by *JWSE* of any of the Client's contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. The Client's contractor(s) shall be solely and completely responsible for working conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

ASSIGNMENT : Except as provided herein or otherwise previously agreed in writing by the parties hereto, any assignment, hypothecation or transfer of this Agreement or any rights or duties hereunder shall be void.

SCOPE OF AUTHORITY : The person signing this Agreement on behalf of the Client warrants that he or she has the authority to do so; and if a corporation, is an officer of same; if a joint venture, is a party of same; or if a limited partnership, is a general partner of same.

PROPOSAL TIME LIMIT : Time is of the essence in the performance of this Agreement. This Proposal shall be in effect for a period of 60 days from its date. If the Agreement for services extends beyond one year from the date of acceptance of this Proposal, the Proposal is subject to renegotiation and inflationary increases in costs.

CONSTRUCTION COSTS : Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by *JWSE*, excluding *JWSE* fees. *JWSE* assumes no responsibility for any project or construction cost estimates or opinions given herein as *JWSE* has no control over the cost of labor, materials, equipment, and services furnished by others, or over competitive bidding and market conditions.

EARTH AND QUANTITY TAKE-OFF : If provided for in the scope, *JWSE* will establish preliminary earth take-off estimates after basic design and preliminary grading have been established. Such take-off estimates are only approximations and there is no guarantee of accuracy or that cut and fill will balance. Upon approval of final design, *JWSE* will provide, if included in scope, any detailed quantity take-off at Client's expense.

MEETINGS AND CONFERENCES : *JWSE* will attend all meetings and conferences as requested by the Client. Furthermore, *JWSE* will meet with public agencies that might be involved in the development of the project on an as needed basis. Since the need and nature of these meetings and conferences cannot be accurately forecast at the outset, *JWSE*, unless stipulated otherwise in the Proposal, will perform these services on a Time and Expense basis.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

20th February 2020

John W. Salm, III
President
J.W. Salm Engineering, Inc
9842 Main St #3,
Berlin, MD 21811

RE: Gum Point Road-Westerly
Route Survey

Dear Mr. Salm,

Thank for allowing me the opportunity to provide a proposal for land surveying services at the above referenced project.

Scope of Services:

- Prepare Route Survey of Gum Point Road from Tax Map 21 Parcel 22 (lands of Wildman), located at 11318 Gum Point Road westerly to the intersection of Maryland Route 589. Route Survey to consist of location of centerline and edge of pavement, driveways, street signage, mailboxes, and existing visible utilities, water and sewer service, gas, telephone, cable, electric.

We will prepare a survey drawing showing all the information detailed in Paragraph 1 above.

Field time: 4.0 hours
Office time: 7.0 hours

Proposal: \$1,305.00

The above proposal **does not** include cost of copies and/or application fees by governmental agencies. Any services outside of the above scope of services will be billed at a time and materials basis as indicated by Hourly Rate Schedule below.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

General Contract Conditions

- A. **All invoices are due and payable upon receipt.** Client agrees to pay monthly late fee of one and one-half percent (1 ½%) per month on any unpaid balance for every 30 days past the invoice date. Russell T. Hammond Surveying, L.L.C. (RTHS) may hire an attorney or agency to collect any monies past due and Client agrees to pay all costs related to such collection. Should the above scope exceed one year, from the date of this contract, any remaining fees may increase up to five percent.
- B. **Additional Costs:** Additional costs are any non-consultant generated charges or fees **not** included within scope of services of this agreement and Client shall pay such fees or costs, including but not limited to, checking, processing, application, engineering, testing, aerial mapping, zoning, planning, inspection, permits, bonds, title company charges and copies.
- C. **Suspension or Termination of Agreement:** If Client (1) fails to pay RTHS within (30) days after in invoice is submitted to Client under this agreement; (2) fails to respond within in (30) days to a written request by RTHS for information or authorization; or (3) has boundary knowledge or information (including a dispute) required by RTHS to complete its work or to effectively prepare the fee for this contract, and Client fails to disclose such information prior to signing this contract, Client agrees RTHS shall have the right, upon written notice, to either suspend or terminate RTHS's duties and responsibilities under this agreement, and RTHS shall be paid for all work prior to discovery. **Client may terminate this contract, in writing, without cause.** If either Client or RTHS terminates this agreement prior to the completion of all services, Client agrees to pay all fees and charges to the date of early termination, including any work required, by law, to be completed by RTHS.
- D. **Additional Services:** Client agrees to pay for all services and related costs, even though not specified as a part of this agreement, at RTHS hourly rates, when Client authorizes the additional services and costs in writing. In the event any of RTHS's fieldwork is destroyed by an act of nature or parties other than RTHS, the cost of reestablishing said work shall be paid by the Client as additional work. Client will bear the cost of copies or product reproduction or alteration (not included in the original scope or fee) which Client requests.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

- E. **Access and Authority:** Client warrants he/she/they is/are authorized to enter into this agreement on behalf of all of the owners of the project property and authorizes RTHS to enter upon said property. Client shall indemnify and hold RTHS harmless from any liability to any owner(s) for damages or cleanup that may be incidental to the services rendered hereunder, including, but not limited to: the cutting of vegetation, tying flags to fences or trees; painting, staking or marking survey points; digging; creation of tire ruts by the use of vehicles for survey research and observation; any unintentional fires; and, all other incidental matters. **Client understands RTHS does not remove stakes, nails or flagging used during survey from site when survey is complete.**
- F. **Ownership of Documents:** Client acknowledges that all original papers of RTHS shall remain the property of RTHS. **Only the final (including revisions), signed and sealed paper documents, as provided or filed by RTHS, may be relied upon by the Client as RTHS's service deliverable.** Client agrees not to alter or reproduce any paper or electronic deliverable. RTHS may, at its discretion, provide electronic copies of data used to prepare documents under this agreement. All such data is only available in RTHS's format, and Client, by using such data shall release RTHS of all liability for such usage.
- G. **Liability Limits:** Client agrees that RTHS's total liability for RTHS's errors or omissions or professional negligence to Client and/or owner(s) of the subject property, and to Client's agents, employees, contractors, successors, and assigns, shall be limited to a sum not to exceed \$15,000, or the amount of RTHS applicable fee, including but not limited to all attorney's fees, costs of suit, expert witness fees, general and special damages, and expenses of any nature. Client shall indemnify and hold RTHS harmless from all costs, damages, attorney's fees, costs of defense and expenses of any nature arising from claims made by anyone against RTHS for or related to RTHS alleged professional negligence arising from the services rendered hereunder, if the alleged liability of RTHS exceeds the liability limit herein. RTHS **does not** provide any express or implied warranty or guarantee on any service or opinion under this agreement.
- H. **Attorney's fees:** If any action at law or equity, including but not limited to arbitration or an action for declaratory relief, is brought to enforce or to interpret the provisions of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees as determined by the court or arbitrator, subject to paragraph G.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

- I. **Advisory by RTHS and performance by others:** RTHS shall **only** provide surveying services or express survey related opinions to Client. RTHS takes no responsibility or liability for the negotiation, processing or coordination with any government regulatory agency. Client shall research all applicable laws and ordinances and be responsible to represent him or herself at all meetings. RTHS gives no assurance, and assumes no liability, for any government approval of any application, project, or similar matter, or the terms and conditions of approval. Client acknowledges RTHS is not responsible for the performance or work quality of any sub-consultants required or reasonably necessary to perform this agreement, such as Aerial Mapping, or other services not performed by RTHS.
- J. **RTHS's Conditions to Expressing Boundary or Easement Opinions:** RTHS only expresses an opinion as to where RTHS reasonably interprets a boundary is located by applying and referencing acquired record title documents, recovered boundary evidence and performed measurements. RTHS's opinion **may** differ from other surveyors, and if contested, **may** be modified or rejected by a court. Therefore, Client is hereby specifically instructed not to damage or move any fence or possession line; obstruct any travel way; perform any construction along a line requiring a specific setback from the line, or any similar matter without discussing such boundary or easement matter in detail with adjoining land owners and/or Client's attorney. Client shall then take any such action at Client's sole risk, and shall hold RTHS harmless for Client's action. **Unless specifically agreed to in writing** RTHS does not locate and map improvements on the property, or on or along boundary lines, or mark the boundary lines, setbacks or easements(visible or record); **any topographic mapping is limited to the contracted and agreed limits.** If features or easements on the property are contracted herein to be located, it shall be done only to the accuracy ascertainable from written document, or as the visible physical features currently exist on the ground. **Overhead and underground utilities are not located or mapped, unless specifically contracted and marked by others; RTHS accepts no liability for any such underground utility markings (only paint or flag is located and mapped).** RTHS only agrees to monument the corners or set line stakes in the positions specifically mentioned in the scope of this agreement (if mentioned), and maintains sole discretion as to the placement of any markers along a boundary or easement lines.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

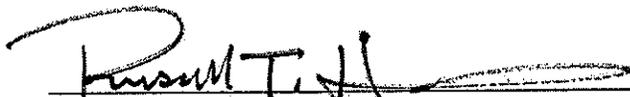
Email: russell@rthsurvey.com

K. **Proposal Time Limit:** This proposal shall be in effect for a period of sixty (60) days from its date. If the contract for services extends beyond one year from the date of acceptance of this proposal, the proposal is subject to renegotiation to reflect any increases in costs.

L. **Hourly Rate Schedule:**

Survey Field Crew (one-man)	\$125.00
Survey Field Crew (two-man)	\$150.00
CADD Technician	\$115.00
Research	\$75.00
Professional Land Surveyor	\$150.00

Submitted for Approval:



Russell T. Hammond, Owner 02/20/2020
Date

I hereby acknowledge receipt and approval of this proposal and the scope of services above:

Authorization to proceed:

Signature Date Printed Name Date

Invoice to be sent to:

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

4th February 2020

Worcester County Commissioners
Worcester County Government Center
1 W. Market St. Room 1103
Snow Hill, MD 21863

RE: Gum Point Road-Easterly
Route Survey

Dear Commissioners,

Thank for allowing me the opportunity to provide a proposal for land surveying services at the above referenced project.

Scope of Services:

- Prepare Route Survey of Gum Point Road from the property formerly known as Albatross easterly to the end of Gum Point Road. Route Survey to consist of location of centerline and edge of pavement, driveways, street signage, mailboxes, and existing visible utilities, water and sewer service, gas, telephone, cable, electric.

We will prepare a survey drawing showing all the information detailed in Paragraph 1 above.

Field time: 16.0 hours
Office time: 30.0 hours

Proposal: \$5,450.00

The above proposal **does not** include cost of copies and/or application fees by governmental agencies. Any services outside of the above scope of services will be billed at a time and materials basis as indicated by Hourly Rate Schedule below.

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

General Contract Conditions

- A. **All invoices are due and payable upon receipt.** Client agrees to pay monthly late fee of one and one-half percent (1 ½%) per month on any unpaid balance for every 30 days past the invoice date. Russell T. Hammond Surveying, L.L.C. (RTHS) may hire an attorney or agency to collect any monies past due and Client agrees to pay all costs related to such collection. Should the above scope exceed one year, from the date of this contract, any remaining fees may increase up to five percent.
- B. **Additional Costs:** Additional costs are any non-consultant generated charges or fees **not** included within scope of services of this agreement and Client shall pay such fees or costs, including but not limited to, checking, processing, application, engineering, testing, aerial mapping, zoning, planning, inspection, permits, bonds, title company charges and copies.
- C. **Suspension or Termination of Agreement:** If Client (1) fails to pay RTHS within (30) days after in invoice is submitted to Client under this agreement; (2) fails to respond within in (30) days to a written request by RTHS for information or authorization; or (3) has boundary knowledge or information (including a dispute) required by RTHS to complete its work or to effectively prepare the fee for this contract, and Client fails to disclose such information prior to signing this contract, Client agrees RTHS shall have the right, upon written notice, to either suspend or terminate RTHS's duties and responsibilities under this agreement, and RTHS shall be paid for all work prior to discovery. **Client may terminate this contract, in writing, without cause.** If either Client or RTHS terminates this agreement prior to the completion of all services, Client agrees to pay all fees and charges to the date of early termination, including any work required, by law, to be completed by RTHS.
- D. **Additional Services:** Client agrees to pay for all services and related costs, even though not specified as a part of this agreement, at RTHS hourly rates, when Client authorizes the additional services and costs in writing. In the event any of RTHS's fieldwork is destroyed by an act of nature or parties other than RTHS, the cost of reestablishing said work shall be paid by the Client as additional work. Client will bear the cost of copies or product reproduction or alteration (not included in the original scope or fee) which Client requests.

RUSSELL T. HAMMOND
Surveying, LLC

10310 Hotel Road Bishopville, Maryland 21813

Office: 410-352-5674 Cell: 410-726-8076

Email: russell@rthsurvey.com

- E. **Access and Authority:** Client warrants he/she/they is/are authorized to enter into this agreement on behalf of all of the owners of the project property and authorizes RTHS to enter upon said property. Client shall indemnify and hold RTHS harmless from any liability to any owner(s) for damages or cleanup that may be incidental to the services rendered hereunder, including, but not limited to: the cutting of vegetation, tying flags to fences or trees; painting, staking or marking survey points; digging; creation of tire ruts by the use of vehicles for survey research and observation; any unintentional fires; and, all other incidental matters. **Client understands RTHS does not remove stakes, nails or flagging used during survey from site when survey is complete.**
- F. **Ownership of Documents:** Client acknowledges that all original papers of RTHS shall remain the property of RTHS. **Only the final (including revisions), signed and sealed paper documents, as provided or filed by RTHS, may be relied upon by the Client as RTHS's service deliverable.** Client agrees not to alter or reproduce any paper or electronic deliverable. RTHS may, at its discretion, provide electronic copies of data used to prepare documents under this agreement. All such data is only available in RTHS's format, and Client, by using such data shall release RTHS of all liability for such usage.
- G. **Liability Limits:** Client agrees that RTHS's total liability for RTHS's errors or omissions or professional negligence to Client and/or owner(s) of the subject property, and to Client's agents, employees, contractors, successors, and assigns, shall be limited to a sum not to exceed \$15,000, or the amount of RTHS applicable fee, including but not limited to all attorney's fees, costs of suit, expert witness fees, general and special damages, and expenses of any nature. Client shall indemnify and hold RTHS harmless from all costs, damages, attorney's fees, costs of defense and expenses of any nature arising from claims made by anyone against RTHS for or related to RTHS alleged professional negligence arising from the services rendered hereunder, if the alleged liability of RTHS exceeds the liability limit herein. RTHS **does not** provide any express or implied warranty or guarantee on any service or opinion under this agreement.
- H. **Attorney's fees:** If any action at law or equity, including but not limited to arbitration or an action for declaratory relief, is brought to enforce or to interpret the provisions of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees as determined by the court or arbitrator, subject to paragraph G.

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- I. **Advisory by RTHS and performance by others:** RTHS shall **only** provide surveying services or express survey related opinions to Client. RTHS takes no responsibility or liability for the negotiation, processing or coordination with any government regulatory agency. Client shall research all applicable laws and ordinances and be responsible to represent him or herself at all meetings. RTHS gives no assurance, and assumes no liability, for any government approval of any application, project, or similar matter, or the terms and conditions of approval. Client acknowledges RTHS is not responsible for the performance or work quality of any sub-consultants required or reasonably necessary to perform this agreement, such as Aerial Mapping, or other services not performed by RTHS.
- J. **RTHS's Conditions to Expressing Boundary or Easement Opinions:** RTHS only expresses an opinion as to where RTHS reasonably interprets a boundary is located by applying and referencing acquired record title documents, recovered boundary evidence and performed measurements. RTHS's opinion **may** differ from other surveyors, and if contested, **may** be modified or rejected by a court. Therefore, Client is hereby specifically instructed not to damage or move any fence or possession line; obstruct any travel way; perform any construction along a line requiring a specific setback from the line, or any similar matter without discussing such boundary or easement matter in detail with adjoining land owners and/or Client's attorney. Client shall then take any such action at Client's sole risk, and shall hold RTHS harmless for Client's action. **Unless specifically agreed to in writing** RTHS does not locate and map improvements on the property, or on or along boundary lines, or mark the boundary lines, setbacks or easements(visible or record); **any topographic mapping is limited to the contracted and agreed limits.** If features or easements on the property are contracted herein to be located, it shall be done only to the accuracy ascertainable from written document, or as the visible physical features currently exist on the ground. **Overhead and underground utilities are not located or mapped, unless specifically contracted and marked by others; RTHS accepts no liability for any such underground utility markings (only paint or flag is located and mapped).** RTHS only agrees to monument the corners or set line stakes in the positions specifically mentioned in the scope of this agreement (if mentioned), and maintains sole discretion as to the placement of any markers along a boundary or easement lines.

Ocean Pines Service Area		
Gum Point Road Sewer Project		
Financial Feasibility- Updated 3/9/2020		
Financial Feasibility- Option 2		
Description: Run Sewer Line all of Gum Point Road		
Total Construction/Engineering Costs		\$ 318,000
Hershey's Portion of Construction Costs		\$ (50,000)
Construction Costs to be allocated		\$ 268,000
Total EDUs		97
Construction Costs per EDU		\$ 2,763
Proposed FY21 Sewer Equity Contribution per EDU		\$ 11,785
Proposed FY21 Sewer FCI per EDU		\$ 600
Sewer Service Connection		\$ 1,738
Fees Due to County- EDU App & Plumbing Permit		\$ 16,886
Est E1 Grinder Pump <i>purchased by customer</i>		\$ 5,000
Total Cost per EDU		\$ 21,886

Ocean Pines Service Area
 Gum Point Road Sewer Project
 Financial Feasibility- Updated 3/9/2020

	Use	Name	Acct	Address	TM	Parcel	Lot	EDUs- per Financial Feasibility	Notes	
End of Gum Pt Rd to Wild Line	C	REALTY INCOME CORP	03 128369	10422 RACETRACK RD	21	285		1		
	D	KITCHENS ROBERT L	03 157628	11217 GUM POINT RD	21	285	2B	1		
	D	SEXTON ERIC G & TE	03 011798	11221 GUM POINT RD	21	285	2A	1		
	C	KFE DEVELOPMENT LL	03 010481	11212 GUM POINT RD	21	18		7	1 House & 6 Trailers	
	D	KFE DEVELOPMENT LL	03 012344	11304 GUM POINT RD	21	129		1		
	D	SEXTON ERIC G & TE	03 011402	11305 GUM POINT RD	21	181		1		
	D	DOVE NOLAN R JR &	03 011445	11311 GUM POINT RD	21	73		1		
	D	BOZMAN KENNETH BEN	03 158861	GUM POINT RD	21	316		1	Possibly buildable per Environmental Programs	
	D	CONAWAY FARMS LLC	03 012239	GUM POINT RD	21	185		1		
Wild Line to Vanderhackett Line	D	WILD WILLIAM A &	03 010961	11318 GUM POINT RD	21	22		1	Already connected to sewer	
	D	DUNSTAN ALBERT &	03 012654	11313 GUM POINT RD	21	135		1		
	D	GUNN WILLIAM E &	03 011763	11324 GUM POINT RD	21	131		1		
	D	ASSAT RD LLC	03 012409	11328 GUM POINT RD	21	24		1		
	D	STEEN GREG M &	03 012263	11330 GUM POINT RD	21	25		1		
	D	STEEN ASSOCIATES	03 011194	11331 GUM POINT RD	21	134		1		
	D	MID DELMARVA FAM YMCA	03 011259	GUM POINT RD	21	118		1		
	D	DIDIO LAURA	03 131971	11341 GUM POINT RD	21	289		1		
	D	BEATTY JOSEPH R &	03 012123	11406 GUM POINT RD	21	40		1		
	D	BEATTY JOSEPH R &	03 012115	114062 GUM POINT RD	21	38		1		
	D	MURRAY HARRY EARL	03 011771	11410 GUM POINT RD	21	41		1		
	D	GUM POINT ROAD LTD	03 011895	11412 GUM POINT RD	21	42		1		
	D	CROCKETT JOHN E	03 011623	GUM POINT RD	21	43		1	Already connected to sewer	
	D	ASHCRAFT STEVEN J	03 146758	11423 GUM POINT RD	21	310	1	1		
	D	ROPP RICHARD LEE	03 146766	11425 GUM POINT RD	21	310	2	1		
	D	YEUNG YAT BIU &	03 146774	11427 GUM POINT RD	21	310	3	1		
	D	POWELL CHARLOTTE	03 011305	11428 GUM POINT RD	21	44		1		
	D	BOEHM ROBIN P & NI	03 146782	11429 GUM POINT RD	21	310	4	1		
	D	NICKEL JOHN I	03 011828	11432 GUM POINT RD	21	45		1		
	D	TAPMAN JAMES W II	03 011607	11433 GUM POINT RD	21	183		1		
	D	NICKEL JOHN I	03 011801	GUM POINT RD	21	184		1		
	D	AL B TROSS LLC	03 012352	GUM POINT RD	21	236		1		
	C	AL B TROSS LLC	03 010880	GUM POINT RD	21	98		1		
	D	HOWARD DIANE M	03 011720	11436 GUM POINT RD	21	46		1		
	D	LEASURE ROBERT L &	03 011585	11438 GUM POINT RD	21	47		1		
	D	MECKLEY MARIANNE &	03 011747	11439 GUM POINT RD	21	175		1		
	D	PARSONS ROD B &	03 012220	11443 GUM POINT RD	21	152		1		
	C	STEVENSON GLORIA S	03 012441	11445 GUM POINT RD	21	176		1		
	D	CONAWAY SCOTT R &	03 010740	11446 GUM POINT RD	21	39		1		
	D	KOLK KEITH VANDER	03 170853	11450 GUM POINT RD	21	35	4	1	Commissioners approved sewer extension & small projects agreement	
	D	KOLK KEITH VANDER	03 170861	11450 GUM POINT RD	21	35	5	1	Commissioners approved sewer extension & small projects agreement	
	D	KOLK KEITH VANDER	03 170845	11450 GUM POINT RD	21	35	3	1	Commissioners approved sewer extension & small projects agreement	
	D	KOLK KEITH VANDER	03 010910	11450 GUM POINT RD	21	35	7	1	Commissioners approved sewer extension & small projects agreement	
	D	KOLK KEITH VANDER	03 170829	11450 GUM POINT RD	21	35	1	1	Commissioners approved sewer extension & small projects agreement	
	D	KOLK KEITH VANDER	03 170837	11450 GUM POINT RD	21	35	2	1	Commissioners approved sewer extension & small projects agreement	
	D	KOLK KEITH VANDER	03 170888	11450 GUM POINT RD	21	35	6	1	Commissioners approved sewer extension & small projects agreement	
	C	AL B TROSS LLC	03 010902	11451 GUM POINT RD	21	177		21	1 House & 20 Trailers	
	Vanderhackett Line to Hershey Line	D	GIDGE JASON A &	03 011526	11516 GUM POINT RD	21	124		1	

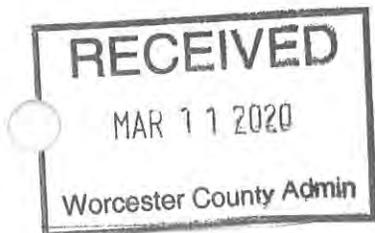
D	GIDGE LLC	03 011518	11517 GUM POINT RD	21	180		1	
D	CRIST EUGENE C	03 134520	11522 GUM POINT RD	21	297		1	
D	WHEATON CAROLYN EL	03 012603	11526 GUM POINT RD	21	223		1	
D	SCHRAWDER DEBBIE M	03 012395	11532 GUM POINT RD	21	125		1	
D	DORMAN NANCY H	03 010864	11533 GUM POINT RD	21	116		1	
D	POWELL CHARLOTTE	03 011313	GUM POINT RD	21	100		1	Possibly buildable per Environmental Programs
D	HOKE WAYNE F & ELA	03 011321	GUM POINT RD	21	225		1	Possibly buildable per Environmental Programs
D	MAYCOCK JOHN N & C	03 010627	GUM POINT RD	21	126		1	
D	CROPPER AMANDA E	03 124754	11538 GUM POINT RD	21	281		1	
D	WITHERS DALE R & C	03 012417	11548 GUM POINT RD	21	127		1	
D	SHOCKLEY OLIN J JR	03 012379	11550 GUM POINT RD	21	31		1	
D	HASKIN U DEELEY FO	03 011682	11602 GUM POINT RD	21	128		1	
D	DECKER MICHAEL B J	03 011704	11604 GUM POINT RD	21	29		1	
D	MAYCOCK JOHN N & C	03 012425	11605 GUM POINT RD	21	55		1	
D	ASPINWALL DOUGLAS	03 010546	11606 GUM POINT RD	21	30		1	
D	BURKE EDWARD D	03 012530	11617 GUM POINT RD	21	222		1	
D	BONXIE LLC	03 010732	11626 GUM POINT RD	21	214		1	
D	FRANK J HIMES REVO	03 012689	11634 GUM POINT RD	21	27		1	
D	ROGERS DOUGLAS A &	03 011275	11640 GUM POINT RD	21	82		1	
D	ONEILL MICHAEL &	03 010503	11648 GUM POINT RD	21	130		1	
D	STANSELL WALTER M	03 010791	11708 GUM POINT RD	21	133		1	
D	MEARS WILLIAM T &	03 010783	11709 GUM POINT RD	21	229		1	
D	HUFFER LENORE P	03 011372	11710 GUM POINT RD	21	115		1	
D	TAYLOR HARRY CLINT	03 012476	11716 GUM POINT RD	21	188		1	
D	CLARK BRUCE H & CH	03 011356	11730 GUM POINT RD	21	147		1	
D	JARVIS RICHARD T J	03 012174	11736 GUM POINT RD	21	36		1	
D	BOZMAN ELIZABETH A	03 010600	11744 GUM POINT RD	21	48		1	
D	MAGNANI FRANK &	03 010619	11748 GUM POINT RD	21	37		1	
D	ELMER GERALD K & K	03 011755	11804 GUM POINT RD	21	21		1	
D	11812 GUM POINT RD	03 012522	11812 GUM POINT RD	21	20		1	
D	RAYNE WILLIAM TIMO	03 012271	11814 GUM POINT RD	21	19		1	
D	RAYNE WILLIAM T &	03 012298	11818 GUM POINT RD	21	26		1	
D	WOFFORD STEVEN M &	03 010813	11820 GUM POINT RD	21	132		1	
C	HERSHEY STEVE &	03 011666	11831 GUM POINT RD	21	75		4	Commissioners approved sewer extension- customer to pay a portion.
EDUs not allocated to specific properties							3	

Total "Turville Creek" EDUs	113	See Note 1
Subtract Wild EDU	-1	
Subtract Crockett EDU	-1	
Subtract Hershey EDUs	-4	
Subtract Vanderhackett EDUs	-7	
Subtract EDUs not allocated to specific properties	-3	
EDUs to allocate constructions costs	<u>97</u>	

Note 1: The Total "Turville Creek" EDUs of 113 came from GOPSA study which included all the properties on Gum Point Rd and the properties in the Taylorville Area (mostly commercial). Since the County is only extending the sewer infrastructure along Gum Point we have allocated the 113 EDUs to that area, but if some point in the future the infrastructure is extended to the Taylorville area some of the 113 EDUs could be sold to those properties as well.

No EDUs assigned to these parcels	G	COUNTY COMMISSIONERS	03 010759	GUM POINT RD	21	209	0	Boat Ramp- No EDU Assigned per Environmental Programs
	D	STEEN ASSOCIATES I	03 011267	GUM POINT RD	21	237	0	Not in sewer planning area per Environmental Programs
	D/A	STEEN ASSOCIATES I	03 012433	GUM POINT RD	21	67 & 74	0	Triple Crown Estates 60 house subdivision on these parcels
	D	LYNCH HEATHER E	03 011712	GUM POINT RD	21	120	0	More than likely NOT buildable per Environmental Programs
	D	ASPINWALL DOUGLAS	03 010554	GUM POINT RD	21	182	0	More than likely NOT buildable per Environmental Programs
	D	STEEN ASSOCIATES I	03 011534	GUM POINT RD	21	213	0	More than likely NOT buildable per Environmental Programs
	D	BAY POINT PLANTATI	03 025632	11831 GUM POINT RD	21	257	0	Outlot for bay point subdivision. See note on GOPSA EDU sch.

12



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Review of Proposed Establishment of the
Gum Point Road Sanitary Service Area

Date: 3/11/20

The Worcester County Commissioners previously directed staff at their February 4, 2020 meeting to investigate and determine costs and steps needed to bring sewer to serve the Gum Point Road Community. The Commissioners selected Option 2 of the proposed project, which provided for the extension of public sewer for the entire community along Gum Point Road to the intersection with Racetrack Road (MD Route 589) at its westernmost edge. One of the steps needed included the formation of a Sanitary Service Area for the community to be served.

Initiation of the action to create the Gum Point Road Sanitary Service Area as a sub area of the Ocean Pines Sanitary Service Area has been done in accordance with the directions of the County Commissioners pursuant to Section § PW 5-305 (b.) (1.) (B.) of the Public Works Article.

The subject properties are located on Gum Point Road, a waterfront community of homes located south of the Ocean Pines Community on Turville Creek, a tributary of the Isle of Wight Watershed of the Atlantic Coastal Bays. The subject properties (attached) are more specifically identified on Worcester County Tax Map 21 and are shown on the attached map. The proposed project will serve the subject community with public sewer and make connection to same, contingent on approval of an Agreement with Mr. Hershey, a community property owner, on his contributions to the project, for the purposes of providing public sewer service from the Ocean Pines public water system to these properties. The project proposes an initial provision of ninety seven (97) equivalent dwelling units (EDUs), or 21,900 gallons per day of water service to the existing community from a low pressure force main line that will be installed to connect to the

force main for the Ocean Downs property that passes through the Gum Point Road Community on its way to the Ocean Pines sewer collection system.

The community is currently designated (S-1) in the *Master Water and Sewerage Plan* for sewer planning which indicates a service level of immediate to two (2) years.

Along with County staff, I have investigated and evaluated this proposed establishment of the Gum Point Road Sanitary Service Area for sewer service as a sub area of the Ocean Pines Sanitary Service Area. In order to evaluate the proposal, I reviewed the financial feasibility report and project comments from Mr. John Ross of the Department of Public Works (DPW) and Ms. Jessica Wilson, Enterprise Fund Controller, with the Worcester County Treasurer's Office.

DPW staff also looked into the expansion of the service area and found the connection will be feasible from an engineering standpoint, as this project has been reviewed previously by DPW and Environmental Programs staff on methods, materials, and pathways for connection of the community.

The Enterprise Fund Controller has examined the financial feasibility for the Ocean Pines sewer connections for these properties. The cost would be as follows:

Est Construction Cost: \$318,000 - \$50,000= \$268,000
Est Construction Cost per EDU: \$2,763
Est Total Cost per EDU: \$21,886

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

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

- a. The community has many undersized lots (per current standards) with on-site sewage disposal systems that penetrate the extremely shallow groundwater. Only eight (8) of the community lots have pretreatment for nutrient reduction. The first septic systems were put in during the 1950s and most lots, since they are undersized, have inadequate replacement areas, severely limiting replacement and eliminating the possibility of expansions to existing homes.
- b. The provision of public sewer services to the proposed service area would provide a much greater degree of comfort and convenience for the existing residents.

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

- a. The construction will be paid for by the residents of the community when they connect to the force main. An initial contribution of funding is proposed by the County Commissioners, to be paid for by the residents when they connect. Operations will be done by the Department of Public Works, paid for by this residential community of new customers.
- b. The Enterprise Fund Controller has found this project feasible from an economic standpoint with the financial additions to the project received from the County Commissioners and Mr. Hershey included in the initial funding for the force main installation.
- c. The original engineering for the sewer infrastructure, was done as part of the Barry Isett Report on the Greater Ocean Pines Master Plan, which was approved by the County Commissioners at their meeting on February 5, 2008.
- d. Following the February 4, 2020 meeting, JW Salm Engineering provided a design proposal for the design plan and specifications for construction of the low pressure force main section for this road.

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

- a. The removal of a septic systems for these properties is in the best interest of the residents of the County and this community.
- b. The adjacent waterway (Turville Creek) has a bacterial influence and does exhibit higher bacterial readings during heavy rain events. It is a nutrient impaired waterway in the Isle of Wight watershed of the Coastal Bays. The creek has an administrative closure for shellfish harvesting due to shallow waters coupled with high boat traffic.

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

- a. The eventual removal of 99 individual septic discharges (2 current, 97 future) to the Atlantic Coastal Bays will be realized by this proposed connection project and that will deliver 1,821.6 lbs of nutrient reduction for nitrogen to the Isle of Wight Watershed.

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

- a. The community properties will be responsible for all costs associated with design and permitting of the connection infrastructure. The County Department of Public Works will be responsible for operations, with the costs being paid by the new community customers. DPW will also inspect all construction before final approval and acceptance.

As detailed above, this project was investigated according to Section § PW 5-305 of the Public Works Article and found to be in conformance with the standards we examine in processing such expansions. Staff has found no reason to find that the proposed establishment of the Gum Point Road Sanitary Service Area as a sub area of the Ocean Pines Sanitary Service Area under our local laws, would be unfeasible from a technical or financial standpoint.

At this time, permission to hold a public hearing to review this service area expansion to service this community is requested. This hearing will review the proposed estimated costs and allow the residents to comment on this proposed establishment of the Gum Point Road Sanitary Service Area to serve this community with public sewer. The members of the Water and Sewer committee will be available to discuss the matter with either you or the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Proposed Service Area Map For Included Properties
2. Estimate of Project Costs and Financing
3. List of Properties Included
4. Estimate of Nutrient Reductions

cc: Gum Point Road Sanitary Area File SSA-2020-02

Gum Point Road Residential Community
Nitrogen Loading Examination

Nitrogen Delivery Rates assumed by MDE

- A) Septic system located within the 1000' CA Assumes 80% of Household Nit. will enter the Bay
- B) Septic system located within 1000' of per. Stream Assumes 50% of Household Nit. will enter the Bay
- C) Septic system located outside CA and >1000' stream Assumes 30% of Household Nit. will enter the Bay

MDE reported nitrogen contribution per household per year: Approx. 23 pounds
BAT cost estimate \$12,000 per BAT for Pretreatment
Sewer Connection Grant Funding if they were approved PFA is \$20,000/system

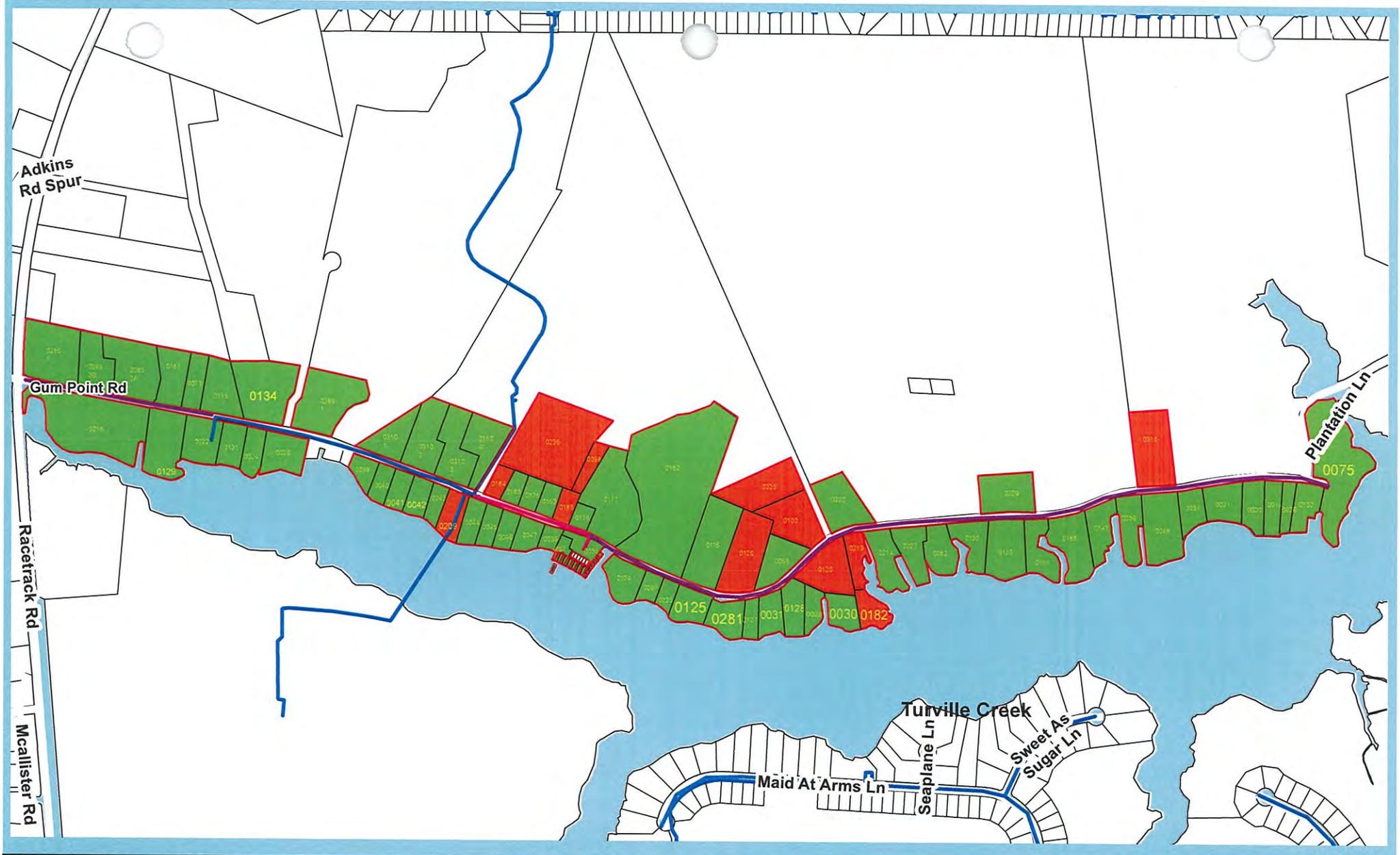
Calculations utilizing MDE's 30%, 50%, 80% Nitrogen delivery ratios

- A) $(23 \text{ lbs/hh/yr})(.80) = 18.4 \text{ lbs enters bay without BAT}$ $(18.4 \text{ lbs})(.50 \text{ BAT min. reduction rate}) = 9.2 \text{ lbs Nit to Bay after BAT treatment}$
- B) $(23 \text{ lbs/hh/yr})(.50) = 11.5 \text{ lbs enters bay without BAT}$ $(11.5 \text{ lbs})(.50 \text{ BAT min. reduction rate}) = 5.75 \text{ lbs Nit to Bay after BAT treatment}$
- C) $(23 \text{ lbs/hh/yr})(.30) = 6.9 \text{ lbs enters bay without BAT}$ $(6.9 \text{ lbs})(.50 \text{ BAT min. reduction rate}) = 3.45 \text{ lbs Nit to Bay after BAT treatment}$

Total Nitrogen Load entering Coastal Bays from 68 Households, a marina condo, a cottage court, and two trailer parks (99 EDUs Total) with BAT technology

Sewer Connection Nitrogen Removal

(99 home equivalents)(23 lbs. N) = 2,277 lbs. x 80% contribution rate for Critical Area systems = 1,821.6 lbs. nitrogen removal



- Sewer Lines-6,941 Feet
- Planned Sewer Line-765 Feet
- Proposed Sewer Line-4,328 Feet
- Proposed Sanitary Service Area

Adjacent Property

- No
- Yes

Worcester County Maryland

Proposed Gum Point Road Sanitary Area Properties

Map generated by the Dept. of
Environmental Programs
February 5, 2020

1 inch = 725 feet



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

(a) Criteria for establishment. A sanitary service area may be created only if it can be demonstrated, and the County Commissioners find that the establishment is (1) necessary for the existing or future health, safety and welfare of the public in general or is in the best interest of the county at large, and (2) feasible financially and from an engineering standpoint. A sanitary service area may include non-contiguous parcels. Parcels wholly within the boundaries of a service area may be excluded from the service area.

(b) Procedure. The procedure for the establishment of a sanitary service area, sub-area or amendment thereto shall be as follows:

(1) Initiation of the process for sanitary service areas or sub-areas to be established or amended may be by petition or by action of the County Commissioners as follows:

A. By petition. The owner or owners of property may petition the County Commissioners for the establishment of a sanitary service area to serve that sub-area or amendment thereto. The petition must describe the geographic area proposed for the sanitary service area, sub-area or amendment. The petition shall be on such forms as prescribed by the County Commissioners and must be signed by not less than 67% of the property owners in the proposed service area, sub-area or amended area. The petition shall be accompanied by a plat of the proposed service area, drawings, maps, plans, studies, construction information and other information as may be required by the County Commissioners.

B. By action of the County Commissioners. If the County Commissioners determine that the establishment of a sanitary service area, sub-area or amendment thereto may be desirable in accordance with the criteria in this Subtitle, then the Commissioners may pass a resolution providing for an investigation of such proposed sanitary service area, sub-area or amendment.

(2) Action on Petition or Resolution. The Commissioners shall make an investigation and evaluation of the proposal set forth in the petition or resolution. In evaluating the proposal, the Commissioners shall consider the following:

A. Desirability of the facility for comfort, convenience, health, safety and welfare of the people who will or in the future may be served by the proposal.

B. Feasibility of construction and operation from an engineering standpoint as well as from an economic standpoint of the proposal.

C. Whether or not the proposal is in the best interest of the public health, safety and welfare of all residents of the county.

D. Whether or not the proposal will not be unduly detrimental to the environment of the county.

E. Whether or not the design and operation of any facility included in the proposal is in accordance with all required permits and applicable standards.

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

A. (Reserved)⁸

- (4) Approval/Disapproval. Following the public hearing the Commissioners may approve the proposal and establish a service area, sub-area or amend the same by resolution. The resolution shall specify and include: (1) the name of the service area or sub-area; (2) a geographic description of the service area or sub-area; (3) a description of the proposed sanitary facilities and a plan and schedule for the construction of the facilities; (4) the number of equivalent dwelling units to be served in the sanitary service area or sub-area; (5) an allocation of the equivalent dwelling units for existing parcels and for parcels planned for development; and (6) such other matters as the County Commissioners may deem appropriate. A copy of the resolution agreement implementing same and a plat of the boundaries of the service area or sub-area shall be recorded among the land records of the county. The County Commissioners may deny the proposal if it is found that the proposal is not necessary for the existing or future health, safety and welfare of the public in general or if the proposal is not feasible financially or from an engineering standpoint. Should construction of any facilities fail to commence within ten years from the date of the resolution, the County Commissioners may dissolve the service area or sub-area as herein provided. The decision of the County Commissioners shall be final. The resolution shall establish a special taxing district.

- (5) Cost and fees. In the case of a petition, all costs expended and fees, as from time to time prescribed by the County Commissioners, shall be paid by the petitioners at such time as demanded by the County Commissioners, provided, however, that the County Commissioners may determine that in a case where the petition is for the correction of existing conditions which are hazardous to the public health and the environment, the Commissioners may waive the fees or costs. In addition, the County Commissioners may pay such fees and costs and charge them to the service area or sub-area upon its establishment. Nothing herein shall preclude the County Commissioners from making other expenditures for studies or evaluations necessary to protect the health, safety and welfare of the people of the county and the environment.

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

free and clear of all encumbrances, at the time of the recordation of any subdivision plat or final approval of any site plan all parcels reserved for construction of sanitary facilities; (3) that the developer shall warrant the construction and performance of the sanitary facilities for a period of not less than two years from the date of acceptance by the county and shall post construction and maintenance bonds in an amount to guarantee the warranty which in the case of a maintenance bond shall be no more than 50% of the actual cost of all equipment; (4) that upon completion of the facility and final inspection, approval and acceptance by the county, the developer shall transfer all permits and all those portions of the facility which are not already county property to the county free and clear of all liens and encumbrances and the county shall then assume operational control of the sanitary facilities; (5) for a cash deposit, if required by the resolution establishing the service area, for not less than one year of operation including reasonable reserves for replacement; (6) such requirements for payment of contractors and suppliers as may be required; (7) for any construction bond required by any applicable law or regulation; (8) for any reimbursement to developer for service provided from the facility to third parties and any formula relating thereto; and (9) for such other matters as may be determined by the County Commissioners to be necessary and appropriate. The agreement shall be recorded in the land records of Worcester County at the expense of the developer. Any sanitary facilities constructed by the developer must be of such a capacity to provide service for each equivalent dwelling unit reflected on the developer's subdivision plats or site plans. The County Commissioners may require a developer to construct sanitary facilities of a size and capacity greater than that necessary to serve the proposed development when that additional capacity is needed to serve other existing parcels within the service area. In such a case, those existing parcels shall be established as a sub-area and the sub-area shall be liable for reimbursing the developer for its proportionate share of the costs of the sanitary facilities constructed by the developer.

(b) Construction by county. Where a sanitary service area or sub-area has been established, the sanitary facilities shall be constructed, expanded or upgraded by the county in accordance with the following procedures.

- (1) The County Commissioners shall cause to be made such studies, plans and specifications as may be necessary to solicit bids and determine the actual cost for the construction and operation of the proposed sanitary facilities.
- (2) The County Commissioners shall hold a public hearing on the cost of the project, which hearing shall be advertised at least once per week for two weeks prior to the hearing in a newspaper of general circulation in the area of the proposed service area. At the hearing the Commissioners may ask for the vote of each property owner in the service area as to whether the project should be constructed but shall not be bound by said vote.
- (3) Following the public hearing the County Commissioners may approve or reject the project for construction. If approved, the County Commissioners may advance funds or may issue bonds as may be authorized by Public General Law, for the construction of the project. The costs incurred in constructing the project shall be considered a debt of the sanitary service area which debt shall be repaid through the levying of and payment of assessments as provided for in this Subtitle.

§ PW 5-306. Services outside service area. [Amended 8-16-2005 by Bill No. 05-11; 12-20-2005 by Bill No. 05-15]

- (a) Extension of services outside service area. The County Commissioners may allow sanitary services to be extended outside the boundaries of a service area to provide service by contract to another sanitary service area, shared sanitary facility, County project or facility, as determined by the County Commissioners. In all such cases the recipient of such service shall fairly compensate the sanitary service area providing service for maintenance and operation cost and for a proportionate share of the value, as determined by the County Commissioners, of the sanitary facilities required to provide the service. In emergency circumstances, service may be provided to an individual property. In the case of providing service to an individual property, the Commissioners must determine that such service is required because of a bona fide health or environmental emergency. The procedure for providing service outside the service area shall be the same as the procedure for an amendment to a sanitary service area set forth in § PW 5-305 of this Article based upon a petition filed by the owner or owners of the property requesting service or by action of the County Commissioners. The County Commissioners, in order to provide service outside the sanitary service area by contract, shall make all of the factual findings required by § PW 5-305, and the proposal must meet with all of the requirements of this section as well as the requirements of § PW 5-305. In cases where services are provided by contract outside of a sanitary service area the County Commissioners may establish rates and fees at the time of the resolution providing for such service. Such rates may be higher or lower than the rate charged within the sanitary service area providing service as determined by the County Commissioners for good cause. All rates and fees shall be subject to the annual budgetary process of § PW 5-310.
- (b) Temporary services. Upon a recommendation by the Department of Public Works, in cases where it is determined necessary, appropriate, or desirable by the County Commissioners, temporary treatment of wastewater generated in one sanitary service area may be provided in another sanitary service area and/or potable water may be supplied from one sanitary service area to another sanitary service area, provided such temporary arrangement does not exceed three hundred sixty-five consecutive days and provided an agreement shall be entered into between the service areas and executed on behalf of the County Commissioners by the Department of Public Works. No arrangement for inter-service area wastewater treatment or supply of potable water shall be made in cases where the wastewater treating area or potable water supplying area lacks sufficient capacity for such service.

§ PW 5-307. Construction of sanitary facilities.

- (a) Construction by developer. Where the proposed sanitary facilities are intended to serve land which is substantially vacant and undeveloped, the developer shall be required to enter into an agreement with the County Commissioners to provide for the construction of the facilities. The agreement shall provide: (1) that the developer shall secure all necessary permits for the benefit of the county, and which may not be modified without the consent of the county, and shall construct the facilities in accordance with all required permits and applicable standards; (2) that the developer shall deed to the county

- (c) Standards. The County Commissioners may, by resolution, adopt codes and standards for the construction, operation and use of sanitary facilities.

§ PW 5-308. Operation of sanitary facilities.

Sanitary facilities shall be operated by the Worcester County Department of Public Works, provided that the County Commissioners may contract with qualified private operators or enter into leases with private operators to operate sanitary facilities.

§ PW 5-309. Plat approval and building permits. [Amended 7-13-1999 by Bill No. 99-4]

- (a) Conditions of approval and permit issuance. No subdivision plat may be recorded or site plan finally approved for any development in a sanitary service area until the sanitary facilities have either been completely constructed and in operation or the construction is provided for by agreement with the County Commissioners and has been adequately bonded to the county. No building permit for any structure in a sanitary service area shall be issued until the county shall determine that the construction of the sanitary facilities is substantially completed as determined by the County Commissioners upon the advice and the recommendation of the County Environmental Programs Administrator and, if the facilities are being constructed by a developer, that the remaining work is adequately bonded to the county. No occupancy permit shall be issued for any structure in a sanitary service area until the sanitary facilities are completed and are operating to the satisfaction of the county and have been transferred to the county.

- (1) Notwithstanding the provisions contained in Subsection (a) above, permits for no more than four model homes may be issued for any subdivision where the proposed water supply system and/or sewage disposal system have been approved by the Department of the Environment but not constructed, subject to the following:
- A. The water supply system and/or sewage disposal system have been bonded in their entirety to the satisfaction of the County Commissioners.
 - B. There shall be no water supply extended to the model homes.
 - C. All plumbing shall terminate at the building foundation.
 - D. Model home owners/developers shall utilize the model homes only for display purposes and they must not be either sold or occupied for any purpose until the water supply system and/or sewage disposal system are available to serve them. Agreements to this effect must be signed by all owners/developers, contractors and lienholders and recorded in the land records of Worcester County.

§ PW 5-310. Budget, assessments and charges.

- (a) Service area budget. The County Commissioners shall each year, by resolution, approve and adopt a budget for each service area which shall specify estimated expenses of the

service area or sub-area and the assessment, user charge and accessibility rates, as well as any other authorized fees and charges, necessary to balance estimated expenditures. The County Commissioners may also approve and adopt such supplemental budgets and assessments and charges in accordance with the procedures set forth in this section, as may be necessary to meet emergency or unexpected conditions and expenses, including partial year budgets and levies. The expenses of the service area may also include a portion of any consolidated administrative, financial, engineering and maintenance expenses which are allocated to the service area on a proportionate basis.

- (b) Assessments. The County Commissioners shall levy assessments by resolution on all properties within the sanitary service area or sub-area for the sole purpose of raising funds to retire any indebtedness of the service area or sub-area incurred for the purpose of acquiring or constructing sanitary facilities. The assessments shall be levied uniformly on an equivalent dwelling unit basis. If no new assessment is made, then the prior year assessment shall continue for the ensuing year. Each parcel within the service area shall annually, by resolution, be assigned an equivalent dwelling unit rating based upon its actual use or, in the case of vacant land, be assigned a one equivalent dwelling unit rating unless the vacant land has been approved for a greater number of equivalent dwelling units either by site plan approval, preliminary plat approval, or other development plan approval allowing for an allocation of water or sewer service, or other contracted agreement providing for water or sewer service, in which case the rating shall be based upon the number of equivalent dwelling units provided for in such approval, plat, plan or agreement. The County Commissioners may make adjustments in assessments in cases of lots which are determined by the County Commissioners to be lots not intended for sewer or water facilities or where water or sewer facilities provided in the service area or sub-area are not planned to be extended to such lot. In the case of unplatted areas subject to assessment on account of any such approval, the resolution may provide for a charge per equivalent dwelling unit of less than one hundred percent. The County Commissioners shall make a semiannual assessment levy, at one-half the annual rate, for parcels which first become subject to assessment or for which the equivalent dwelling unit rating is changed, after the beginning of the levy year and before the 180th day of the year. The assessment rate per equivalent dwelling unit shall be made each year, by resolution, such that the total assessment levy for that year is sufficient, but not in excess of the amount necessary except allowing for a reasonable reserve for uncollected assessments, to pay the indebtedness due for that year.
- (c) User charges. The County Commissioners shall levy, by resolution, user charges for all customers in the service area or sub-area actually connected to sanitary facilities. The user charges shall be based upon the best available determination of the volume of water used or wastewater discharged. The user charges shall be set on an annual basis in an amount, when added to any accessibility charges collected, sufficient to pay all operating and maintenance costs of the sanitary service area or sub-area including reasonable reserves for replacements.
- (d) Special service fees. The County Commissioners may establish, by resolution, and charge special service fees required to be paid for special services provided by the county. Such fees shall be based upon the cost to the county to provide any such service.

- (e) Accessibility charges. Where the customer base is insufficient to generate sufficient user charges to reasonably pay annual maintenance and operation expenses, the County Commissioners may levy, by resolution, accessibility charges for all parcels in the service area which are not yet actually connected to sanitary facilities. The Commissioners shall classify parcels based upon the degree to which the sanitary facilities are considered to be readily accessible.
- (f) Late fees and interest. The County Commissioners may also establish, by resolution, late fees and administrative charges required to be paid and interest charges for any assessments, charges or fees which are not paid in the time prescribed.
- (g) Contract charges. Where there is an existing agreement as described in § PW 5-313 hereof with respect to sewer or water services in any service area, then in such event, any charges as agreed to, authorized by, or set forth in such agreement, including any charges agreed to be made to persons similarly situated and not parties to any such agreement and specifically including all charges included in an agreement between Worcester County Sanitary District, County Commissioners of Worcester County, institutional service corporation, Maryland Marine Utilities, Inc., and 589 Corporation, dated July 14, 1987, and all exhibits thereto may be made by the County Commissioners within that service area pursuant to such agreement. Any such charges authorized by an amendment to such agreement may also be made.
- (h) Discontinuance of water services. If any bill for water service remained unpaid (1) after sixty days from the date of mailing for annual and semiannual bills; or (2) after thirty days from the date of mailing for all other bills, the department shall give written notice, left upon the premises or mailed to the last known address of the owner, that the water service will be terminated in ten (10) days and not reinstated until said bill, late fees, interest and a reconnect fee of fifty dollars have been paid.
- (i) Collection of unpaid charges. Unpaid assessments, charges and fees shall be collected in the same manner as real estate taxes, shall constitute liens in the same manner as real estate taxes, and shall be subject to all laws with respect to real estate taxes.
- (j) Public hearing. Before adopting any resolution establishing or changing any assessment rate, user charge rate or availability charge rate, the County Commissioners shall hold a public hearing, which hearing shall be advertised at least once per week for two weeks prior to the public hearing in the area of the service area, on said rates at which hearing the property owners and customers shall have an opportunity to be heard regarding the service area budget or the proposed rates.
- (k) Interim forms of assessments and charges. In addition to the other powers set forth in this section, the County Commissioners may, in lieu of assessments based upon equivalent dwelling units as provided for under Subsection (b) hereof, levy benefit assessments, in the West Ocean City Sanitary Service Area, for the year 1994/95, by resolution, based upon front footage in accordance with existing formulae or systems.
- (l) Continuation of budgets and assessments. In the event the County Commissioners do not adopt a budget or make an assessment for a service area or service areas, the prior year budget and assessment shall continue for the ensuing year in that service area.

- (m) Assessment appeals. Any person alleging an error in the application of the criteria or standards used in determining the number of equivalent dwelling units assessed, or in the calculation of some other method of assessment allowed under the provisions of this section, or the procedures adopted to implement the assessment system, shall be entitled to appeal, in individual cases, such assessments to the County Commissioners within such time periods and in accordance with such procedures as the County Commissioners may from time to time adopt by resolution. There shall be no appeal from the assessment methods or procedures. In the event of a reduction in assessment, the property owner shall be entitled to a refund for the then current year only.

§ PW 5-311. Dissolution.

Where the County Commissioners determine that a sanitary service area or sub-area is no longer necessary based upon the criteria set forth in § PW 5-305(b)(2)A through § PW 5-305(b)(2)E, the sanitary service area or sub-area may be dissolved in accordance with the procedures in this Subtitle for establishment.

§ PW 5-312. Additional provisions.

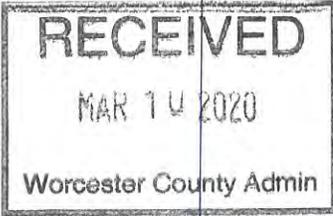
Nothing contained in this Subtitle shall be construed to limit or diminish any other powers or authority relating to the provision of water or wastewater service granted to the county under the Environment Article of the Annotated Code of Maryland or any other provisions of public general law. Where such other powers are in conflict with provisions of this Subtitle then the provisions of this Subtitle shall govern without any such limitation.

§ PW 5-313. Effect on existing agreements.

Nothing in this Subtitle shall abrogate or amend any such terms of any legally enforceable agreement entered into between any developer or sanitary service area and the Worcester County Sanitary District or the County Commissioners enforceable and in effect on the effective date hereof (including, but not limited to, the agreement made on the 25th day of November, 1997, by and between MH Utilities Corporation, Mystic Harbour Water and Wastewater Services, Inc. and the Worcester County Commissioners) to the extent that the provisions of this Subtitle are in conflict with matters specifically and directly addressed in said terms, otherwise the provisions of this Subtitle shall apply. Specifically, however, where such agreements provide for transfer of facilities, expansion of service areas, or service outside service areas, then the provisions of the agreement shall govern.

§ PW 5-314. Decision of Commissioners to be final.

Any person who has been denied a permit, license or approval by any county department or official acting pursuant to this Subtitle may, in writing within 30 days of such action, apply to the County Commissioners for a review of such action. The Commissioners shall provide the applicant with a right to be heard thereon upon at least 15 days notice. The decision of the Commissioners shall be final and not subject to any appeal to any board or court.



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 10, 2020
SUBJECT: Bid Recommendation
FY20 Slurry Seal Surfacing of County Roadways

DIVISIONS

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

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

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

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

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

.....
Bids were received and opened on Monday, March 9, 2020, for slurry seal surfacing of approximately 5.96± miles (76,872 square yards ±) of County Roadway. Attached for your review and approval are the two bids received along with a summary of cost listed below.

Vendor	Cost / Sq. Yard	Total Estimated Cost
Asphalt Paving Systems Inc., Hammonton, NJ	\$2.49	\$191,411.28
Slurry Pavers, Inc., Richmond, VA	\$2.97	\$228,309.84

Page
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Upon review by the Department of Public Works, Roads Division, it was determined that both bids received did meet the required specifications; therefore, it is requested that the Commissioners approve and accept the low bid of \$2.49 per square yard totaling \$191,411.28 submitted by Asphalt Paving Systems, Inc. Funding in the amount of \$215,312.30 remains in the Assigned Fund Balance after awarding the spring tar and chip project.

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

Attachments

cc: Frank Adkins, Roads Superintendent

Competitive Bid Worksheet

Item: Slurry Seal Surfacing of County Roadways - FY 20

Bid Deadline/Opening Date: 1:00 P.M., Monday, March 9, 2020

Bids Received by deadline = 2

<u>Vendor's Submitting Bids</u>	<u>Slurry Seal Surfacing</u> 5.96 miles of Roads 76,872 square yards± of Slurry Seal <u>Fixed Price per Square Yard</u>	<u>Total Cost</u>
Slurry Pavers Inc. 3617 Nine Mile Road Richmond, VA 23223	\$ <u>2.97</u>	\$ <u>228,309.84</u>
Asphalt Paving Systems, Inc. P.O. Box 530 (500 N. Egg Harbor Road) Hammonton, NJ 08037	\$ <u>2.49</u>	\$ <u>191,411.28</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID FORM

“FY20 – Slurry Seal”

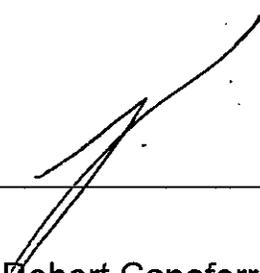
I/We have reviewed the specifications and provisions for furnishing and applying approximately 76,872 square yards ± of Slurry Seal to approximately 31,461 feet ± of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

76,872 Square Yards ± Slurry Seal @ \$ 2.49 per square yard = \$ 191,411.28

Work is to be completed by June 17, 2020.

BID MUST BE SIGNED TO BE VALID.

Date: March 9, 2020

Signature:  _____

Typed Name: Robert Capoferri

Title: President

Firm: Asphalt Paving Systems, Inc.

Address: PO Box 530
Hammonton, NJ 08037

Phone: (609) 561-4161

90 County

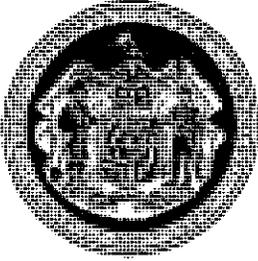
State of Maryland

License

12440263

12294195

13461519



ASPHALT PAVING SYSTEMS INC
PO BOX 530
HAMMONTON NJ 08037

ASPHALT PAVING SYSTEMS INC
500 N EGG HARBOR ROAD
HAMMONTON NJ 08037

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CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	050	OUT-OF-STATE CONTRACTOR	1	50.00

DATE OF ISSUE
MO DAY YR
03/19/2019

MONTHS PAID
12

ISSUING FEES	2.00		
TOTAL	52.00	AMOUNT PAID	52.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2020**

ISSUED BY

JAMES J. REILLY, CLERK OF CIRCUIT COURT
20 WEST COURTLAND STREET
BEL AIR, MARYLAND 21014

MBH

BID FORM

“FY20 – Slurry Seal”

I/We have reviewed the specifications and provisions for furnishing and applying approximately 76,872 square yards ± of Slurry Seal to approximately 31,461 feet ± of roads at various locations in Worcester County and understand said requirements. I/We hereby propose to furnish and apply.

76,872 Square Yards ± Slurry Seal @ \$ 2.97 per square yard = \$ 228,309.84

Work is to be completed by June 17, 2020.

BID MUST BE SIGNED TO BE VALID.

Date: 3/2/2020

Signature: F. Carter Dabney

Typed Name: F. CARTER DABNEY, PRESIDENT

Title: F. CARTER DABNEY, PRESIDENT

Firm: SLURRY PAVERS, INC.

Address: 3617 NINE MILE RD RICHMOND, VA 23223

Phone: 804-264-0707



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

Worcester County

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

February 19, 2020



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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on February 27, 2020. Thank you.

NOTICE TO BIDDERS

Slurry Seal Surfacing of Roadways Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide slurry seal surfacing of various sections of roadways in Worcester County to be completed by June 17, 2020 and requiring approximately 76,872 square yards of Slurry Seal for surfacing roughly 31,461 feet of road for the Roads Division of the Worcester County Department of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Monday, March 9, 2020** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "Slurry Seal Bid" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 am to 4:30 pm.

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Slurry Seal. Sealed bids will be accepted until **1:00 PM, Monday, March 9, 2020**, at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Slurry Seal Bid"**.

The work is to be completed by **June 17, 2020**. No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I – SLURRY SEAL SPECIFICATIONS:

Miscellaneous: **No work will be performed on weekends or holidays.**

WARRANTY: All work and materials shall be warranted for a period of one year.

DESCRIPTION

This work shall consist of the application of a single course of slurry surface treatment on various roads located in Worcester County in accordance with the attached schedule.

The project requires the furnishing and application of all specified slurry seal treatment. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items and public notification.

DEFINITION OF TERMS

Single Seal Treatment is defined as one application of slurry seal treatment.

SPECIFICATIONS

All work on this project shall be done in accordance with the Maryland Department of Transportation State Highway Administration Section 507 Slurry Seal and Micro-surfacing dated August 6, 2013.

MATERIALS, APPLICATIONS, and APPLICATION RATES

Referenced SHA section 507.03.07

See Section 507.03.07(a) for Slurry Seal application.

CONSTRUCTION

SHA 507 governs as applicable

Equipment:

Referenced SHA section: 507.03.02 and 507.03.03

All other equipment per SHA specs. or as required for successful prosecution of the work.

Weather:

Referenced SHA section 507.03.01

Surface Preparation:

The County will trim the shoulders of roads to be resurfaced.
The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the slurry seal. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Protect manholes, valve boxes, drop inlets and other service/utility entrances from the asphalt emulsion seal by a suitable method, as approved.

Clean the existing surface and remove all objectionable materials. Ensure the pavement surface is free of standing or pooling water prior to applying tack coat and asphalt emulsion seal.

Seal treatment:

Referenced SHA section 507.03.09 (b) (c) (d) (e)

Tie-Ins for Entrances and Connecting Roads:

Make tie-ins at entrances and connecting roads as directed.

Certification:

Furnish certified weigh tickets daily for the emulsion, residual asphalt content, latex emulsion, aggregate, and mineral filler. The weigh tickets will be used to determine in-place application rates.

Rolling:

Rolling is required for parking facilities only. Roll parking facilities using a self-propelled, 10-ton (maximum) pneumatic-tire roller equipped with a water spray system, as directed. Do not commence rolling until the asphalt emulsion seal has cured sufficiently, as determined.

Maintenance, Protection and Performance of the Work:

The contractor shall exercise control of the delivery and application of the surface treatment materials to prevent damage to the roadway surface. The speed of the delivery equipment and pilot truck shall be limited as directed by the inspector. The maintenance and protection shall include, but not be limited to, the placement of signs; the use of flaggers and pilot trucks. In the event a failure occurs prior to acceptance, the contractor shall repair or replace the failed treatment as directed by the Engineer.

POC:

The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:

The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform to U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense. No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC

Conformance requirements:

Referenced SHA section 507.03.13

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104

SHA "Book of Highway Standards"

FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

Traffic Manager (TM) - Traffic Control Plan (TCP)

Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

Temporary Traffic Signs (TTS):

The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

Cones:

Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:

The contractor shall furnish all necessary MD SHA Certified flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer.

Basis of Payment:

All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items in the schedule of prices for Slurry Seal Treatment.

MOBILIZATION:

Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

Any specifications not listed in this bid packet please refer to SHA Section 507 Slurry Seal and Micro-surfacing.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Slurry Seal Treatment will be measured and paid for at the Contract unit price per square yard for one or more of the items listed in the schedule of prices in the bid proposal. The payment will be full compensation for mobilization, maintenance of traffic, preparation, furnishing, hauling, placing all required materials, public notification, and for all labor, equipment, tools, and incidentals necessary to complete the work.

All correspondence and invoices are to be sent to the Worcester County Public Works Department, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

1. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by the County from monies due the Contractor, not as a penalty, but as liquidated damaged.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

2. **CONTRACTOR'S INSURANCE** - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement.

Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein.

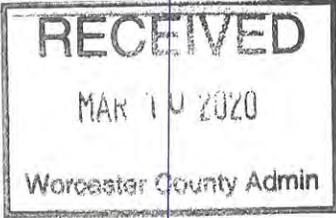
Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.
2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.
3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.
4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.
5. **CONSENT OF SURETY** - Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT**.

PROPOSED FY20 SLURRY SEAL

		<u>Feet</u>	<u>Width</u>	<u>Sq Yds</u>
Bank Street		1,350	16'	2,400
Brighton Road		1,695	18'	3,390
Exeter Road		1,820	18'	3,640
Flower Street		3,069	25'	8,525
Daye Girl Road		3,619	18'	7,238
Grays Creek Drive		2,541	24'	6,776
Grays Creek Drive	cul-de-sac 40.5' radius			572
Hampton Road		696	22'	1,701
Hampton Road	cul-de-sac 40' radius			558
Nature Park Drive		1,214	24'	3,238
New Quay Road		1,966	18'	3,932
Norwich Road		817	18'	1,634
Indian Creek Drive		4,200	22'	10,267
Indian Creek Drive	cul-de-sac 40' radius			558
Pebble Court		210	24'	560
Pebble Court	cul-de-sac 37' radius			478
Ponderosa Court		196	24'	523
Ponderosa Court	cul-de-sac 37' radius			478
Rum Point Road		4,466	22.5'	11,165
Rum Point Road	entrance	958	21.5'	2,289
Rum Point Road	cul-de-sac 42.5' radius			630
Rumgate Road		1,209	22'	2,956
Sheffield Road		650	20'	1,445
Twin Oaks Drive		785	22'	1,919

31,461

76,872



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 10, 2020
SUBJECT: Request to Bid – Bayside Road Bridge Replacement

DIVISIONS

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

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

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

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

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

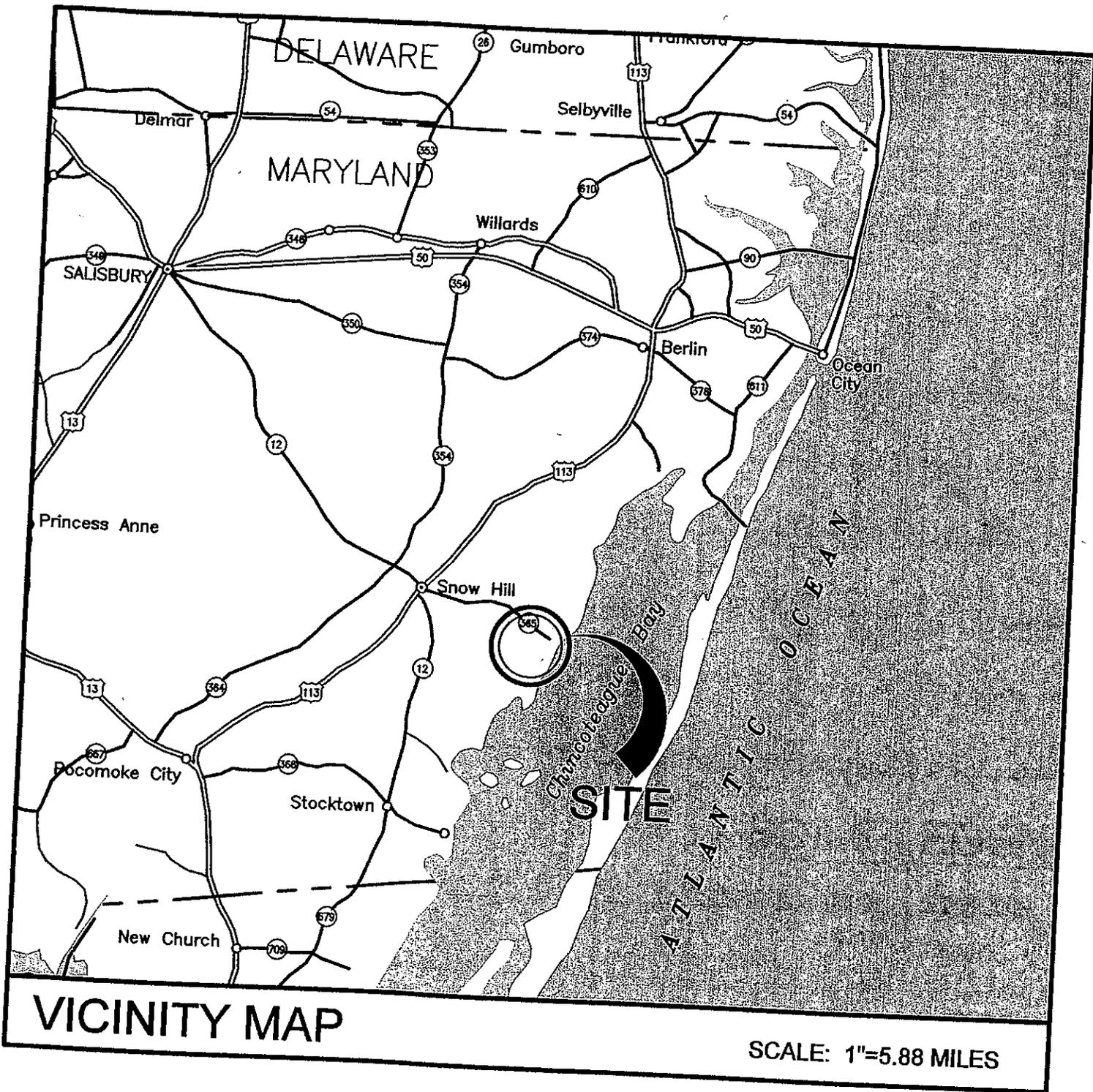
Attached for your review and approval are bid documents, as prepared by Davis, Bowen, and Friedel, for the replacement of Bayside Road Bridge. Included in this packet is the Notice to Bidders, Specifications, Bid Form, Bridge Plans, and Bidder's List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for this project.

Construction costs are estimated to be \$2,083,776.00. Typically State Aid Projects are funded with 80% State funds and 20% County funds; however, at this time the State Aid available balance is \$980,733.33 therefore the County's cost would be \$1,103,042.67 less \$559,563.00 from the FY19 SHA Transportation Grant for a total of \$543,479.67. Assigned Funds is also available in the amount of \$2,176,000.00 which have been set aside for this project.

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

Attachments

cc: Frank J. Adkins, Roads Superintendent



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	<p>APPROVED</p>
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CONTRACT DOCUMENTS

CONTRACT NO. 0085B038.A01

Full Set of Plans
and Specifications
Available in County
Administration Office

BAYSIDE ROAD BRIDGE REPLACEMENT
FOR THE
WORCESTER COUNTY DEPARTMENT
OF PUBLIC WORKS ROADS DIVISION
SNOW HILL, MARYLAND

Prepared by:

DAVIS, BOWEN & FRIEDEL, INC.
601 E. Main St., Suite 100
Salisbury, MD 21804
410-543-9091

FEBRUARY 2020

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- A. Wetlands Authorization
- B. Department of the Army Corps of Engineers
- C. U.S. Coast Guard

DRAFT

NOTICE TO BIDDERS

Bayside Road Bridge Replacement Project No. 0085B038.A01 Worcester County, Maryland

The County Commissioners of Worcester County, Maryland are currently accepting sealed bids for the construction of Bayside Road Bridge over Paw Paw Creek in Public Landing, Maryland for the Roads Division of the Department of Public Works. Copies of the Contract Documents, Construction Specifications and Plans are available from Davis, Bowen & Friedel, 601 E. Main Street Salisbury, Maryland 21804 (410-543-9091) upon payment of \$50.00 for each non-refundable set.

Interested bidders are encouraged to attend a **pre-bid meeting to be held on April 14, 2020 at 10:00 am**, at the Worcester County Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863, at which the project scope and Bid Documents will be discussed in depth and Bidders' questions will be answered. The last day for questions prior to bid shall be April 21, 2020. **Sealed bids will be accepted until 1:00 pm, April 27, 2020** in the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Bayside Road Bridge Replacement Project**" in the lower left-hand corner. No bidder may withdraw his bid within ninety (90) days after the actual date of opening thereof. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries shall be directed to Andrew E. Welch, P.E., Project Engineer, at 410-543-9091, or by FAX at 410-543-4172. Email correspondence is encouraged to aew@dbfinc.com and will be binding.

PROPOSAL FORM
BAYSIDE ROAD BRIDGE REPLACEMENT
PROJECT NO. 0085B038.A01

Proposal of _____
(NAME)

(ADDRESS)

(TEL.NO.)

Proposals to be received until, April 27, 2020, at 1:00 P.M. local time.

For: Bayside Road Bridge Replacement

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

Ladies and Gentlemen:

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

*See The Attached Bid Form

Respectfully submitted,

Signature

Title

BID FORM
 BAYSIDE ROAD BRIDGE REPLACEMENT
 ROJECT NO. 0085B038.A01

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

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all
 WORK for the **Bayside Road Bridge Replacement, Contract No. 0085B038.A01**, in strict
 accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices
 stated below.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be
 specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180
 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, an amount of
 \$500.00 per calendar day as defined in the General Conditions.

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

LUMP SUM BID ITEM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS BID
 ITEM for the lump sum of _____

(\$ _____).

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

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

<u>ITEM</u>	<u>UNIT</u>	<u>AMOUNT</u>	<u>UNIT PRICE</u>
1. 12" Dia Concrete Filled Pipe Pile	L.F.	2180	\$ _____
2. Silt Fence	L.F.	300	\$ _____
3. MD SHA Traffic Barrier 660.41	EA.	4	\$ _____
4. MD SHA Traffic Barrier 605.03	EA.	4	\$ _____
5. Backfill and Compaction of Select	C.Y.	200	\$ _____
6. Stream Diversion Structure	L.S.	L.S.	\$ _____

BIDDER agrees to perform all the work for the alternate bid item described above, as defined in the CONTRACT DOCUMENTS, for the lump sum price of:

_____ (\$ _____).

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

NOTICE

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Information to Bidders. The bid security attached in the sum of 5% of the total Bayside Road Bridge Replacement bid, \$ _____ is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional time expense to the Owner caused thereby.

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

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

Respectfully submitted:

Signature

Company Address

Title

Date

Federal E.I. Number

MD Business License Number

SEAL - (If bid is by a corporation)

NON-COLLUSION AFFIDAVIT

DATE:

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

Ladies and Gentlemen:

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

Name of Bidder

Signature & Title of Authorized Representative

Sworn to and subscribed before me this _____ day of _____, 20_____.

My commission expires _____, 20_____

Notary Public

Notary Seal

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

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

authorized representative of the firm of _____

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

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

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

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

Maryland, may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

(Signature)

(Date)

INFORMATION FOR BIDDERS AND GENERAL CONTRACT CONDITIONS

PROPOSAL REQUIREMENTS AND CONDITIONS

1. PREPARATION OF PROPOSAL - In filling out proposal forms, bidders shall be governed by the following provisions: Proposals must be submitted on the attached form. The blank spaces on the proposal form must be filled in with ink and no changes shall be made either in the phraseology of or in the items mentioned in the proposal form. The amounts bid on each item shall be expressed both by words and by figures.

Proposals must be signed in ink by the bidder with the signature in full. When a partnership is a bidder, the agent who signs the firm's name shall in addition state the names and addresses of the individuals composing the partnership. Post Office address must be given after the signature.

Proposals which show any omission, addition, or item not called for in the estimate or show any irregularity of any kind may be rejected. Conditional bids will not be accepted.

Proposals and all papers bound and attached thereto shall be placed in an envelope addressed to Worcester County, Maryland, hereinafter called The County and so marked as to clearly indicate its content without requiring opening. Proposals may be delivered either in person or by mail.

2. PROPOSAL GUARANTY - No proposal will be considered unless accompanied by a "Proposal Guaranty", which shall be a certified check, irrevocable letter of credit or corporate bid bond made payable to the County in an amount not less than 5% of the total amount of the proposal using that alternate which gives the lesser total bid. Bid bond in form of AIA310 or equal.

3. WITHDRAWALS OF PROPOSALS - Bidders will be permitted to withdraw any proposal prior to the scheduled time of opening, providing such request is made in writing to The County. At the time of opening of proposals, when such proposal is reached, it will be returned to the bidder unopened and unread.

4. QUALIFICATIONS OF BIDDERS - The County may require the bidder to present satisfactory evidence that he has sufficient experience and that he is prepared with the necessary capital, materials, machinery, and skilled workmen to carry out the contract, prior to the award of the contract.

The County reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy The County that the bidder is properly qualified to carry out the provisions of the contract.

5. MATERIAL GUARANTY - Before any contract is awarded, bidders may be required to furnish a complete statement of the original composition and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to any tests deemed advisable to determine their quality and fitness for the work.

6. FAMILIARITY WITH PROPOSED WORK - Each bidder is required prior to submitting his proposal to examine the site of the proposed work as well as the proposal, plans, specifications and contract form. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quantity, and quality of work to be performed and materials to be furnished, and all requirements of these specifications and contract.

He shall have no claim for damage or extension of time or any other concession because of any misunderstandings, misinterpretation, or lack of information relative to this contract or the work proposed herewith.

The County does not propose to fully describe the character or location of underground materials or objects which may be encountered in the construction of this project. Each bidder shall conduct such sub-surface investigation as he deems necessary to determine for himself the character of work which he may encounter. The description and quantities of items indicated in the proposal form shall be used as a basis of comparison of bids and computation of quantities only and shall not be construed to be representative of materials which may be actually uncovered or found during the construction of the project.

7. ESTIMATE OF QUANTITIES - The bidder's attention is directed to the fact that the estimate of quantities of work to be done and materials to be furnished under this project is approximate and given only as a basis of comparison of bids upon which the award of the contract is to be made.

The County reserves the right to increase or diminish any or all of the above mentioned quantities, or to omit any of them as it may deem necessary. Such increase, decrease, or omission shall not be considered as sufficient grounds for granting an increase in the unit prices bid as long as increases, decreases, or omissions do not increase or decrease the total value of work performed to an extent greater than 25% of the bid price.

The basis of payment will be actual quantity of work performed and accepted.

8. SUBLETTING OR ASSIGNING THE CONTRACT - The Contractor shall perform with his own organization work amounting to not less than 50% of the total work proposed. No portion of the contract shall be sublet or assigned or otherwise disposed of except with the written consent of The County. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and the County may require the subcontractor proposed to present satisfactory evidence of his ability to perform the work to their satisfaction before such approval shall be granted.

AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS - After the proposals have been publicly opened and read, the prices will be compared on the basis of the lowest bid for all items composing the base contract. In cases where alternate bids are asked The County reserves the right to select that alternate bid which in its opinion is most desirable even though it may not be the lowest alternate bid, providing that all bids shall be compared on the same basis.

The right is reserved to waive any informalities and to reject any or all bids, to advertise for new proposals, to proceed to do the work otherwise or to abandon the work if in the judgment of The County the best interest of The County will be served thereby.

2. AWARD OF CONTRACT - The contract will be awarded or bids rejected within sixty days from date of opening of bids.

3. RETURN OF PROPOSAL GUARANTY - As soon as the bid prices have been checked and compared, The County will return the proposal guaranty accompanying the proposal of all except the three lowest bidders. The proposal guaranty of the three lowest bidders will be held until the contract is awarded. When the contract is awarded, the proposal guaranty of the two remaining unsuccessful bidders will be returned. The proposal guaranty of the successful bidder will be returned after the contract and contract bond have been executed.

4. CONTRACT BOND - The bidder to whom the contract is awarded will be required to furnish a contract bond in a form acceptable to The County in a sum equal to the full amount of the contract award. AIA312 document, certified check, cashier's check or approved equal.

5. EXECUTION OF CONTRACT - The contract shall be executed by the successful bidder and satisfactory contract bond furnished within ten (10) days after he has received notice of award. In case of failure on part of the bidder to fulfill this requirement, the guaranty accompanying his proposal shall become forfeited to The County. Award may then be made to the next lowest responsible bidder or the work re-advertised, or The County may proceed on any lawful manner deemed advisable to accomplish the work.

SCOPE AND CONTROL OF WORK

1. INTENT OF PLANS AND SPECIFICATIONS - The intent is to describe a complete project or improvement which the Contractor undertakes to do in full compliance with these specifications, proposal, and contract together with any authorized alterations or supplemental agreements. The Contractor shall furnish, unless otherwise provided in the specifications, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work. The work shall be done in accordance with lines, grades, cross sections, and dimensions shown on the plans or directed by The County.

2. INCREASED OR DECREASED QUANTITIES - The County reserves the right to make such alterations in the plans or in the quantities of work as it may consider necessary. Such alterations shall not be considered as a waiver of any conditions of the contract nor to invalidate any provisions thereof; provided that a supplemental agreement with the Contractor will be made when such alterations involve an extension or shortening of the project by more than 25% as determined by proposal quantities. Before work shall be started on any alteration requiring such supplemental agreement or any work involving a change of the bid price, the agreement setting forth the adjusted price, shall be approved by The County. The Contractor shall perform the work as increased or decreased.

NO CLAIM INVOLVING ADDITIONAL COMPENSATION WILL BE ALLOWED ON ANY ITEM COVERED BY THIS CONTRACT UNLESS SUCH CLAIM SHALL BE MADE AND PROPER SETTLEMENT AGREED UPON IN WRITING BY THE COUNTY PRIOR TO THE PERFORMANCE OF THE WORK IN QUESTION.

3. EXTRA AND FORCE ACCOUNT WORK - Where a satisfactory agreement cannot be reached relative to compensation for major alterations described above or for work for which no quantity or price is included in the proposal, it shall be done on force account basis upon written instructions from The County to be paid for in the following manner: The Contractor shall perform the work as directed by The County and shall receive the current local rate of wage for all labor, foremen, and superintendents in direct charge of the specific operation to which shall be added 15% of the sum thereof to cover the cost of administration and the use of small tools.

For all materials furnished and used by the Contractor, he shall receive the actual cost of such materials including transportation charges as shown by original receipted bills to which he shall add 15% of the sum thereof to cover administrative expense. For special equipment payment will be made on a rental basis at the rates agreed upon previously by the Contractor and The County.

The Contractor shall be allowed an additional amount equal to the premium for workmen's compensation insurance, social security, bond, or other similar State or Federal requirements specified by Law on the appropriate amount of the force account work. Should the Contractor fail to prosecute the work as directed, within what The County considers to be a reasonable time, The County may withhold payment of all current estimates until such refusal is eliminated or The County may proceed to have the work done in any manner deemed advisable without in any way violating the terms of this contract.

4. FINAL CLEANUP - Upon completion of the work and before final acceptance and payment shall be made, the Contractor shall remove from the improvement, approaches, and all adjacent property, all surplus and discarded materials, temporary structures or anything which may be considered to be objectionable to the property owners adjacent to this improvement. He shall leave the improvement and its surrounding area in a neat and presentable condition.

5. AUTHORITY OF THE COUNTY ENGINEER - To prevent misunderstanding and litigation, The Engineer, as representative of The County, shall decide any and all questions which may arise as to the quality and acceptability of material furnished and work performed and as to the manner of performance and rate of progress of said interpretation of the proposal, contract, and specifications. The Engineer shall determine the amount and quantity of the work performed under this contract and such decision shall be final and conclusive, and he shall have authority to enforce and make effective such decisions and other as the Contractor fails to carry out promptly.

The Contractor shall furnish the Engineer with every reasonable facility for determining whether or not the work performed and materials used are in accordance with the requirements and intent of the specifications and contract. Upon request of the Engineer, the Contractor shall at anytime prior to the acceptance of the work, remove or uncover such portions of the finished work as may be directed. Upon exposure, if the work should prove acceptable, the cost of uncovering or replacing shall be paid for as "extra work". But, should the work so exposed prove unacceptable, the entire cost of uncovering or removing and replacing in a satisfactory manner shall be at the Contractor's expense.

CONTROL OF MATERIALS

1. SOURCE OF SUPPLY AND QUALITY OF MATERIALS - The source of supply of each of the materials to be used shall be approved in writing by the Engineer before delivery is started. The Engineer may require samples of all materials to be submitted for examination and tests. Only materials conforming to requirements of these specifications and approved by the Engineer shall be used in the work. The quality of materials shall be such as to be considered satisfactory when tested by the latest approved standard methods of sampling and testing. Upon instructions of the Engineer, the Contractor will be required to submit suitable evidence that the materials furnished by him are in accordance with the above provision.
2. DEFECTIVE MATERIALS - All rejected materials shall be removed immediately from the vicinity of the project.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. RESPONSIBILITY FOR DAMAGE CLAIMS - The Contractor shall indemnify and save harmless The County and all its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or any act or omission of the said Contractor, or for any other reason occurring as a result of any act, omission, neglect or misconduct in the manner or method of executing said work during the period of construction and until such time as the improvement shall be formally accepted.

The Contractor shall observe and comply with all Federal and State Laws, By-Laws, Ordinances and Regulations in any manner affecting the conduct of the work, and shall indemnify and save harmless The County and its representatives against any claim arising from the violation of any such Law, By-Laws, Ordinance, or Regulation, whether by the Contractor, Subcontractors, or their employees.

2. PUBLIC CONVENIENCE AND SAFETY - The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times.
3. BARRICADES, DANGER, WARNING, AND DETOUR SIGNS - The owner shall provide, erect, and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precaution for the protection of the work and safety to the public.
4. PRESERVATION OF MONUMENTS AND TREES - The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right of way, shall be assumed by the Contractor. Any curb or sidewalk or underground structure damaged by the Contractor during the operation shall be repaired in a satisfactory condition at his expense.

PROSECUTION AND PROGRESS

1. PROSECUTION OF WORK - The Contractor shall begin work promptly within ten (10) days following the notice to proceed and shall so prosecute the work that the entire improvement may be accomplished within the time limit specified. The Contractor shall notify the Engineer at least 48 hours before beginning work and shall consult with the Engineer concerning the method or prosecution, the point or points at which work shall begin and the type and condition of equipment to be used for each operation.

It shall be incumbent upon the Contractor to so schedule his work as to tie in with adjacent contracts or with subcontracts within the scope of this improvement. The Engineer shall determine the sufficiency of labor, materials, and equipment to effect satisfactory schedules of operation, and upon his instructions, the Contractor shall be required to secure additional equipment, labor, or materials as directed.

2. **COMPETENT PERSONNEL** - The Contractor shall employ only competent personnel and whenever, in the opinion of the Engineer, any workman is unfit to perform his task or does his work contrary to instructions, or conducts himself improperly, the Contractor shall discharge him immediately upon the Engineer's written request and not employ him again on the project without permission.

3. **DETERMINATION OF "WORKING DAY" OR "CALENDAR DAY"** - Whenever, in the opinion of the Engineer, weather or soil conditions are suitable for the prosecution of the work on a major item for five or more hours in any one calendar day, such day shall be considered a "WORKING DAY". Normally, Saturdays, Sundays and Legal Holidays shall not be charged against the contract working time, but only when used as a working day. Calendar days shall be every day shown on the calendar, Saturdays, Sundays, and Holidays included.

4. **EXTENSIONS OF TIME** - If the Contractor shall be delayed in the completion of the work by reasons and conditions beyond his control, he shall be granted an extension of time by The County to an extent compatible with the extent of delay.

5. **LIQUIDATED DAMAGES** - For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by The County from monies due the Contractor, not as a penalty, but as liquidated damages.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages Per Day</u>
Less than \$10,000	\$ 80.00
\$10,000 and less than \$50,000	\$160.00
\$50,000 and less than \$100,000	\$240.00
Greater than \$100,000	\$400.00

6. **CONTRACTOR'S INSURANCE** - The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for the property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in an amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in amount not less than \$1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES** - The Engineer shall make final measurement to determine the quantities of various items of work performed as the basis of final settlement.

Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping weight, or by computed weight as specified herein.

Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.

2. **PARTIAL PAYMENTS** - Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. This monthly estimate will be prepared by the Engineer and shall be based on his estimate of work satisfactorily performed and complete in place.

3. ACCEPTANCE AND FINAL PAYMENT - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to The County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed and the value thereof.

The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.

After The County has approved the final estimate and accepted the work, they shall notify the Contractor and his Surety of the acceptance and shall pay or cause to be paid to the Contractor the amount of money due under the contract.

VENDOR LIST:

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

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

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

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

JJID, Inc.
100 Julian Lane
Bear, DE 19701
Attn: Susan Trentham
Phone: 302-836-0414, ext 123
Fax: 302-836-4275
Email: strentham@jjid.com

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

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

Hopkins Construction, Inc.
18904 Maranatha Way, Unit 1
Bridgeville, DE 19933
Attn: Keller Hopkins
Phone: 302-337-3366
Fax: 302-337-8315
Email: keller@hopkins-inc.com

Bunting and Murray
32924 Lighthouse Road
Selbyville, DE 19975
Attn: Jody McClanahan
Phone: 302-436-5144, ext. 18
Fax: 302-436-1753
Email: jody@buntingandmurray.com



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HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
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JOSHUA C. NORDSTROM
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

March 6, 2020

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*
SUBJECT: Local Amendments to the Maryland Building Performance Standards

As you are aware, following the decision of a majority of the County Commissioners at their March 3, 2020 meeting declining to adopt local amendments to the Maryland Building Performance Standards, I asked County Attorney Roscoe Leslie to determine the legal implications of this decision on County staff's ability to process building permit applications after March 25, 2020. Roscoe has advised that in accordance with State Law, specifically Section 12-505 of the Public Safety Article of the Annotated Code of Maryland, any building permit application submitted after March 25, 2020 must comply with the provisions of the current Maryland Building Performance Standards (the 2018 version) as last modified on March 25, 2019, absent the proposed local amendments. So as a result of this decision, local builders may no longer benefit from our local amendments to the Maryland Building Performance Standards after March 25, 2020. The following are examples of a few of our local amendments which will no longer be in effect:

- The building code will now apply to residential accessory structures over 200 square feet rather than 500 square feet per our proposed local amendment.
- Building permits will now expire if the work does not start within 180 days of issuance or if there are any gaps in inspections of greater than 180 days. Our proposed local amendment provided that once a building permit was issued construction must begin within 1 year and be substantially complete at the end of 2 years, also allowing a single 1-year extension thereafter.
- All construction in the floodplain must now be elevated an additional 1 foot above the base flood elevation. Our proposed local amendment would allow us to follow our local floodplain ordinance which does not include the one-foot freeboard requirement. Absent the local amendment, the more stringent provisions of the Maryland Building Performance Standards would apply.

These are just a handful of the many benefits of adopting staff's proposed local amendments.

So in summary, despite any action or inaction of the County Commissioners to the contrary and in accordance with State law, the current Maryland Building Performance Standards (2018 version) shall apply to all buildings and structures within Worcester County for which a building permit is received on or after March 25, 2020. State law has already established that the Maryland Building Performance Standards are to be implemented and enforced by all local jurisdictions throughout the State of Maryland. While adoption of local amendments is an option for local jurisdictions, adoption of the Maryland Building Performance Standards is not optional. Therefore, given that the County has failed to adopt local amendments to the current Maryland Building Performance Standards, all provision of the Maryland Building Performance Standards will be in effect as of March 25, 2020. As a result, I would strongly encourage the County Commissioners to reconsider their prior decision and adopt the proposed local amendments to the Maryland Building Performance Standards as proposed by staff to benefit local citizens.

Please present this matter to the County Commissioners at their next meeting for consideration. If you should have any questions or concerns, please feel free to contact me.

West's Annotated Code of Maryland
Public Safety (Refs & Annos)
Title 12. Building and Material Codes; Other Safety Provisions (Refs & Annos)
Subtitle 5. Maryland Building Performance Standards (Refs & Annos)

MD Code, Public Safety, § 12-505
Formerly cited as MD CODE Art. 83B, § 6-402

§ 12-505. Implementation and enforcement of Standards

Effective: October 1, 2016
Currentness

In general

(a)(1)(i) Each local jurisdiction shall implement and enforce the most current version of the Standards and any local amendments to the Standards.

(ii) Any modification of the Standards adopted by the State after December 31, 2009, shall be implemented and enforced by a local jurisdiction no later than 12 months after the modifications are adopted by the State.

(2) At a minimum, the local jurisdiction shall ensure that implementation and enforcement of the Standards includes:

(i) review and acceptance of appropriate plans;

(ii) issuance of building permits;

(iii) inspection of the work authorized by the building permits; and

(iv) issuance of appropriate use and occupancy certificates.

(3) Each local jurisdiction shall determine the manner in which the minimum implementation and enforcement activities of this subsection are carried out.

Responsible county or municipal corporation

(b)(1) Except as otherwise provided in this subsection, the county in which a building or structure is located shall implement and enforce the Standards for that building or structure in accordance with this subtitle.

(2)(i) A municipal corporation that did not adopt a building code on or before October 1, 1992, may elect to implement and enforce the Standards in accordance with this subtitle for buildings or structures located in the municipal corporation.

COMAR 09.12.51.06

(a) May by local amendment modify the provisions of the Standards to address conditions peculiar to the local jurisdiction's community;

(b) May adopt and amend the IGCC to be part of the Standards applicable in the local jurisdiction.

(c) May not adopt any amendments that weaken the requirements of the IECC or Chapter 13 of the IBC;

(d) Except as set forth in Public Safety Article, §12-504(a)(1)(iii), Annotated Code of Maryland, may not adopt any amendments that weaken the automatic fire sprinkler systems provisions for townhouses and one- and two-family dwellings contained in the Standards; and

(e) May not adopt amendments that weaken the wind design and wind-borne debris provisions contained in the Standards.

(2) If a local jurisdiction adopts a local amendment, the Standards as amended by the local jurisdiction shall apply in that local jurisdiction.

(3) If a local amendment conflicts with the provisions of the Standards, the provisions of the local amendment shall prevail in the local jurisdiction.

(4) Local amendments shall be submitted to the Department:

(a) At least 15 days before the effective date of the amendment; or

(b) In the case of an emergency adoption of a local amendment, within 5 days after the local amendment's adoption.

.06 Application of the Standards.

A. Except as provided in §§B and C of this regulation, the Standards shall apply to all buildings and structures within the State for which a building permit application is received by a local jurisdiction.

B. A local jurisdiction shall implement and enforce the Standards and any local amendments within 12 months of the effective date of any amendments by the Department to this chapter.

C. The provisions of Public Safety Article, §12-508, Annotated Code of Maryland, modify and determine the applicability of the Standards to agritourism.

.07 Utilization of Standards.

A. Central Data Base.

Regulation .03B amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 16, 2007 (34:14 Md. R. 1245); January 1, 2012 (38:24 Md. R. 1500)

Regulation .04 amended effective October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 1, 2007 (34:7 Md. R. 696); January 1, 2010 (36:22 Md. R. 1722); January 1, 2012 (38:24 Md. R. 1500); October 29, 2012 (39:21 Md. R. 1377); January 1, 2015 (41:25 Md. R. 1476)

Regulation .04A, B amended and C adopted effective April 7, 1997 (24:7 Md. R. 552)

Regulation .04A, D amended effective October 29, 2012 (39:21 Md. R. 1377)

Regulation .05 amended effective March 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); January 1, 2010 (36:22 Md. R. 1722)

Regulation .05B amended effective October 29, 2012 (39:21 Md. R. 1377); January 1, 2015 (41:25 Md. R. 1476)

Regulation .05C adopted effective October 29, 2012 (39:21 Md. R. 1377)

Regulation .05C repealed effective January 1, 2015 (41:25 Md. R. 1476)

Regulation .06 amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 16, 2007 (34:14 Md. R. 1245)

Regulation .06B amended effective January 1, 2010 (36:22 Md. R. 1722)

Regulation .07 amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507)

Regulation .07A amended effective January 1, 2010 (36:22 Md. R. 1722)

Regulation .09 amended effective April 7, 1997 (24:7 Md. R. 552)

Chapter recodified from COMAR 05.02.07 to COMAR 09.12.51 effective March 25, 2019 (46:6 Md. R. 345)

Regulation .03B amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .04 amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .06B, C amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .07B amended effective March 25, 2019 (46:6 Md. R. 345)

DRAFT

**A RESOLUTION ESTABLISHING LOCAL AMENDMENTS
TO THE MARYLAND BUILDING PERFORMANCE STANDARDS
FOR WORCESTER COUNTY, MARYLAND**

WHEREAS, pursuant to State law the Maryland Codes Administration has established the 2018 International Building Code and 2018 International Residential Code, et al, as the Maryland Building Performance Standards by COMAR Regulation 09.12.51 ; and

WHEREAS, each local jurisdiction within the State must enforce these Standards within twelve months of the State's adoption of these codes; and

WHEREAS, local jurisdictions may make local amendments to modify the provisions of the Standards to address conditions peculiar to the local jurisdiction's community; and

WHEREAS, the County Commissioners have determined it necessary and appropriate to amend said Standards to carry forward certain local amendments to prior building codes and to ensure consistency with other regulations, both state and local;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following local amendments to the Maryland Building Performance Standards are hereby adopted:

IRC CODE AMENDMENTS

1) R105.2 Work exempt from permit is amended to read as follows:

R105.2 Work exempt from the submission of construction plans. Where permits are required by the terms of other Public Local Law for various construction activities, construction plans shall not be required for the following.

Building:

1. Detached accessory structures such as sheds, playhouses, garages and similar uses, provided the floor area is less than 500 square feet.
2. Fences not over 6 feet (1829 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 liters) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet in area, not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by section R311.4.

2) R105.2 is furthermore amended by the deletion of the Electrical, Gas, Mechanical and Plumbing provisions previously contained in the section.

3) R105.5 Expiration is amended to read as follows:

R105.5 Expiration. The expiration date for any issued permit shall be in accordance with the provisions of Section ZS 1-115(g) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County as may be amended from time to time. Any permit application which remains unissued after six months from the date of notice to the applicant of its availability shall expire and be considered null and void.

4) R110.1 Use and occupancy is amended by the deletion of exceptions 1 and 2.

5) Table R301.2(1) Climatic and Geographic Design Criteria is amended by the insertion of the following building design parameters:

Ground snow load – 20 pounds per square foot

Wind design speed/topographic effect – 125 mph/no topographic effect

Seismic design category – A

Subject to damage from:

Weathering – Severe

Frost line depth – 18 inches

Termite – Moderate to Heavy

Winter design temperature – 18 degrees

Ice barrier underlayment required – No

Flood Hazard – As identified by the FIRM maps

Air freezing index – 250

Mean annual temperature – 56 Degrees Fahrenheit

6) R311.7.5.1 Risers is amended to read as follows:

R311.7.5.1 Risers. The maximum riser height shall be 8 ¼ inches. The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.55 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exceptions:

1. The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.
2. The opening between adjacent treads is not limited on spiral stairways.
3. The riser height of spiral stairways shall be in accordance with Section R311.7.10.1.

7) R311.7.5.2 Treads is amended to read as follows:

R311.7.5.2 Treads. The minimum tread depth shall be 9 inches (229 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

8) R318.1 Subterranean termite control methods is amended to read as follows:

R318.1 Subterranean termite control methods. In areas subject to damage from termites as indicated by table R301.2(1), methods of protection shall employ a physical barrier as provided in Section R318.3 or construction utilizing cold-formed steel framing in accordance with Sections R505.2.1 and R603.2.1. Additional methods of protection as required by Section R318.3 shall use as least one of the following:

1. Chemical termiticide treatment, as provided in Section R318.2.
2. Termite baiting system installed and maintained according to the label.
3. Pressure-preservative-treated wood in accordance with the provisions of Section R317.1.
4. Naturally durable termite-resistant wood.

9) R322. Flood resistant construction is deleted in its entirety and replaced with the following:

R322. Flood resistant construction. For flood-resistant construction regulations, refer to the Building Regulations Article, Title 2 Construction Regulations, Subtitle III Floodplain Management, of the Code of Public Local Laws of Worcester County, Maryland.

- 10) R403.1.1 Minimum size is amended by the addition of the following sentence at the end of the section: In no case shall the footing be less than 20 inches in width and 10 inches in thickness with a minimum compressive strength of 2500 pounds per square inch and contain no less than two pieces of #4 reinforcement bar laid longitudinally throughout the entire footing.
- 11) R403.1.4 Minimum depth is amended to read as follows:
R403.1.4 Minimum depth. All exterior footings shall be placed at least 18 inches below the finished exterior grade. Where applicable, the depth of footings shall also conform to Section R403.1.4.1.
- 12) Appendices E – Manufactured Housing and K – Sound Transmission are specifically adopted.

IBC CODE AMENDMENTS

- 1) [A] 105.2 Work exempt from permit is amended to read as follows:

[A] 105.2 Work exempt from the submission of construction plans. Where permits are required by the terms of other Public Local Laws for various construction activities, construction plans shall not be required for the following.

Building:

1. Detached accessory structures such as sheds, playhouses, garages and similar uses, provided the floor area is less than 500 square feet.
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 liters) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish

work.

8. Temporary motion picture, television and theatre sets and scenery.
 9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.
 10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
 11. Swings and other playground equipment accessory to one- and two-family dwellings.
 12. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R3 and U occupancies.
 13. Nonfixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
- 2) [A] 105.2 is furthermore amended by the deletion of the Electrical, Gas, Mechanical and Plumbing provisions previously contained in the section.

- 3) [A] 105.5 Expiration is amended to read as follows:

[A] 105.5 Expiration. The expiration date for any issued permit shall be in accordance with the provisions of Section ZS 1-115(g) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County as may be amended from time to time. Any permit application which remains unissued after six months from the date of notice to the applicant of its availability shall expire and be considered null and void.

- 4) Pursuant to Section .06 Application of Standards, Subsection C., of the Maryland Building Performance Standard, COMAR 09.12.51 as amended from time to time, Worcester County shall be added the list of Counties whereby the standards for agricultural buildings used for agritourism are modified pursuant to the standards contained therein.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage and shall apply to all building permit applications accepted for submittal on or after March 25, 2020.

PASSED AND ADOPTED this _____ day of _____ 2020.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

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<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

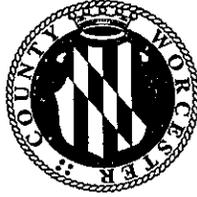
MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
DATE: February 19, 2020
RE: 2018 Building Codes Adoption

As I am sure you will recall, I presented the attached memorandum to the County Commissioners at their meeting of August 6, 2019. As a result of the ensuing discussion the Commissioners elected not to adopt the 2018 version of the Building Code with our local amendments at that time but to instead wait until March 2020, since our absolute deadline to begin enforcing the new versions is March 25, 2020. The attached resolution carries forward all of our previous local amendments. The only change I made in the resolution from the draft I transmitted last July is that it now will apply to all building permit applications accepted for submittal on or after March 25, 2020. In addition, since there was some question as to the history and makeup of the International Code Council, I have attached a copy of the page entitled "About ICC" from the Council's website. This page explains what the Council is and how it came to be from the three previous national code organizations.

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

cc: Bill Bradshaw, Building Administrator/County Engineer



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*
DATE: July 30, 2019
RE: 2018 International Codes Adoption

Pursuant to the regulations concerning the Maryland Building Performance Standards (MBPS) as contained in COMAR 09.12.51.06, we must begin enforcing the International Building Code (IBC), the International Residential Code (IRC) and the International Energy Conservation Code (IEC) within twelve months of the effective date of the adoption of the regulations at the State level. For this Code cycle the regulations became effective on March 25, 2019, thus making our last effective date no later than March 25, 2020. While we still have plenty of time to begin enforcing the new Codes, there is one small change at the State level that I believe makes it beneficial to adopt the Codes sooner rather than later. The change is with regard to the number of air exchanges per hour as limited by the Energy Code. While there has been no outright increase in the allowable number of air exchanges per hour, a provision has been added whereby the air exchange rate could be increased to five exchanges per hour from the current limit of three when it is used in what is known as the Energy Rating Index Compliance Alternative. Basically put, when increasing the allowable air exchanges per hour, other means must be used to reduce energy consumption in the structure to offset that which is lost by the increased air exchanges allowed. Compliance must be completed by an approved third party using approved software rating tools at both permit application and final testing.

The standards do allow local jurisdictions to make limited local amendments to the Codes, which we have done at the beginning of each three-year Code cycle for many years. The local amendments are generally necessary to align the provisions of the Building Codes with other provisions of our Zoning Ordinance for things like permit expiration times and submittal requirements. Other local amendments are necessary to establish in writing from the maps

contained in the Codes things such as frost depth, wind design speeds and snow loads. One amendment deletes the flood resistant construction requirements since they are already provided for in our local Floodplain Management Ordinance.

The attached draft resolution serves to carry forward all of the local amendments we have had in place for the last several Code cycles with the addition of the Floodplain Management Section described above. The draft resolution is proposed to take effect upon its passage and shall apply to all building permit applications accepted for submittal on or after September 30, 2019.

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

cc: Bill Bradshaw, Building Administrator/County Engineer



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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

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ZONING DIVISION
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TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: March 6, 2020
RE: Request for Approved Private Road - The Refuge at Windmill Creek RPC

The Department is in receipt of a request from Carpenter Engineering, LLC behalf of their client, Evergreen Village, LLC, to establish the proposed road in the residential planned community (RPC) as an approved private road. The single loop road is 5,492 feet in length and will serve the proposed 90 lot single-family home development. It is proposed to be known as Windmill Creek Lane. Ronnie Carpenter, P. E., on behalf of Carpenter Engineering, LLC has stipulated that the road will be built to County standards.

As required by § ZS 1-123, the Planning Commission reviewed the request at its meeting on March 5, 2020. Based upon the information in Mr. Carpenter's thorough submission, which is attached herewith, the Planning Commission gave the proposal a unanimous favorable recommendation. The Step I RPC was approved by the County Commissioners on September 3, 2019 and given preliminary plat approval by the Planning Commission on February 6, 2020.

The County Commissioners are not required to hold a public hearing on this request but may do so where they feel the proposal shall have an impact on the public generally. In my opinion, the request does not rise to that level. Prior similar requests have not been the subject of a public hearing. Evergreen Village, LLC will be responsible for all construction costs and future maintenance costs will be the responsibility of the property owners' association.

Copies of the applicable documents have been included herewith as well as a 8.5" by 11" project master plan showing the location of the proposed approved private road. A full size copy of the preliminary plat is available if any of the County Commissioners wish to review it. A draft resolution of approval is also provided should any of the County Commissioners see fit to approve the request.

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

Attachments

- cc: Phyllis Wimbrow, Deputy Director
- Jennifer Keener, Zoning Administrator
- John Tustin, Public Works Director
- Frank Adkins, Roads Superintendent



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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

PLANNING DIVISION
ZONING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
From: Jennifer K. Keener, AICP, Zoning Administrator *JKK*
Date: March 5, 2020
Re: Approved Private Road Request – The Refuge at Windmill Creek RPC

During their regular meeting held on Thursday, March 5, 2020, the Planning Commission reviewed a request to establish approved private roads to be built to a County Road standard as part of the approved private road requirements of §ZS 1-123. The road, Windmill Creek Lane, is proposed to be located within The Refuge at Windmill Creek Residential Planned Community off of Beauchamp Road. Based upon their review, the Planning Commission forwarded a favorable recommendation to the Worcester County Commissioners.

At this time, I would request that the item be scheduled for review by the Worcester County Commissioners at their next available meeting. I have attached all documentation provided by the applicant regarding the request. If I can be of any further assistance, please do not hesitate to ask.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

PLANNING DIVISION
ZONING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Cathy Zirkle, DRP Specialist II
Date: February 27, 2020
Re: Approved Private Road Request – The Refuge at Windmill Creek RPC

The Department has received a request from Carpenter Engineering, LLC on behalf of his client, Evergreen Village, LLC to establish an approved private road within the proposed Residential Planned Community of The Refuge at Windmill Creek in Berlin, Maryland (Tax Map 15 Parcels 127 & 259). The proposed name is Windmill Creek Circle. The attached letter dated January 29, 2020 provided by Ronnie Carpenter provides significant detail of the standards found in §ZS 1-123 Approved private roads.

This project has been reviewed multiple times by staff and the Planning Commission at various stages. As part of this review, a request for comment was solicited from the County Roads Division of the Department of Public Works, as well as the Fire Marshal's Office. No further comments were forwarded to the department relative to this request.

Before these requests can be forwarded to the County Commissioners, the Planning Commission must provide a recommendation, either favorable or unfavorable. I will be available to discuss the matter when necessary.

- Renamed "Lane" upon approved private road request.



CARPENTER
ENGINEERING, LLC

P.O. Box 3460, Ocean City, MD 21843

☎ 3024386745

☎ 8883722844

📘 CarpenterEngineeringLLC

Ronnie@CarpenterEngineeringLLC.com

January 29, 2020

Via Hand Delivery

Ms. Jennifer K. Keener, AICP
Zoning Administrator
Worcester County
1 West Market Street, Room 1201
Snow Hill, MD 21863

RE: Application for Private Road Approval
The Refuge at Windmill Creek Residential Planned Community
Berlin, Worcester County, Maryland

Dear Ms. Keener:

In accordance with Section 1-123 of the Zoning and Subdivision Control Article, Carpenter Engineering, LLC is pleased to submit the following in support of our request for approval of the proposed private road for The Refuge at Windmill Creek:

- Ten (10) copies of the Preliminary Plat; and
- Ten (10) copies of the proposed private road cross section.

A signed copy of the RPC application is already on file with the County and included by reference for this request for Private Road Approval. The following commentary is provided in support of our request for use of private roadways for this project.

Criteria for Approved Private Roads

Connectivity to Public Roads

The proposed private right-of-way known as Windmill Creek Circle proposes connectivity to Beauchamp Road, a County right-of-way. The proposed entrance location is approximately 1,250 feet northeasterly along Beauchamp Road from the intersection of Beauchamp Road with Ocean Downs Road, also known as State Route 589. In the immediate roadway network, Route 90 and Route 50 are easily accessible in the southeasterly direction from the subject property. The entrance proposes a safe and channelized entrance from Beauchamp Road as a single access to the residential development with private community amenities.

4

Area to be Served by Private Road

The private road proposes to serve 90 single family detached dwelling units, which will be developed and sold in fee simple. The owners of the residential units will become a part of The Refuge at Windmill Creek Home Owners Association. The amenities proposed for the development, such as the swimming pool and tennis court, will be private facilities and not for public use.

Desirability / Necessity to be Served by Private Road

The proposed private road provides a typical access and promotes a safer and close knit community, as well as privacy. The exclusivity of the private roads, along with a great reduction in through traffic, creates desirability to a residential community. The private roadway proposes a 5-foot wide concrete walkway adjacent to the roadway curbing, which further integrates pedestrian traffic along the curvilinear roadway and causes demand for safe, low speeds of vehicular traffic.

Financial Feasibility for Construction and Maintenance

It was determined during the feasibility process of project development that the construction and maintenance of the private internal roads is the most viable option for this land use action. Bluewater Development Corporation has estimated construction costs and will incur those costs during site development. Routine maintenance, which will be the burden of the future The Refuge at Windmill Creek Homeowners Association, Inc. (HOA) has been estimated on their behalf. Given the proposed density and limited amount of proposed roadway, routine maintenance costs will easily be budgeted and met by the HOA.

Construction and Maintenance Standards

Materials and methods of construction for roadway construction will be in accordance with the standards for Worcester County. The Preliminary Plat depicts the proposed road cross section, and we have provided a separate letter-size drawing of the same road cross section. Quality control for the private roadway will be self-managed, documented and provided to Worcester County as construction occurs. This will be done to satisfy County requirements for backfilling, compaction and testing of utilities within the private right-of-ways.

In regards to maintenance of the private roadways, the future Declaration of Covenants, Conditions, Easements, and Restrictions for The Refuge at Windmill Creek Homeowners Association, Inc. shall require the HOA to assess individual lot owners for perpetual maintenance of the private roads and sidewalks. The maintenance standards shall be in close conformance with standard maintenance practices established by Worcester County Department of Public Works. The HOA's Declaration of Covenants, Conditions, Easements, and Restrictions shall provide explicit direction for inspection and maintenance criteria.

Ms. Jennifer K. Keener, AICP

RE: The Refuge at Windmill Creek – Private Road Approval

January 29, 2020

Page 3

Please feel free to contact me at (302) 438-6745 or Ronnie@CarpenterEngineeringLLC.com if you have any questions or comments.

Very truly yours,

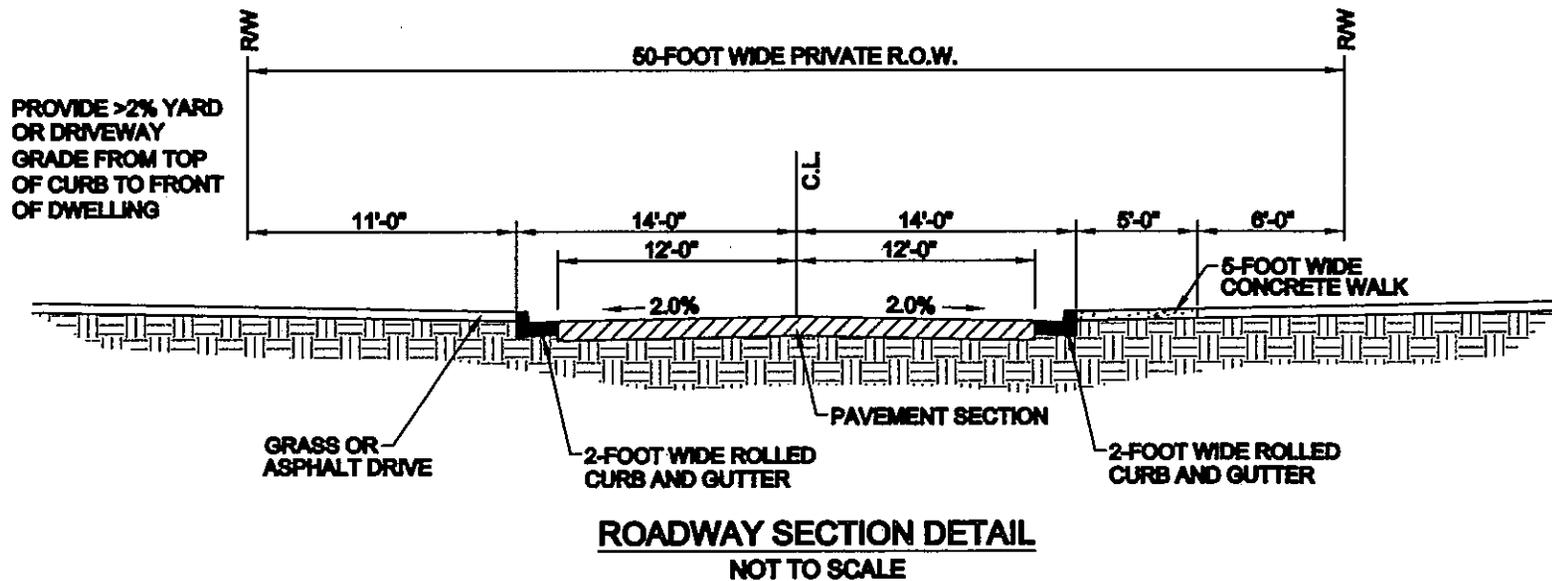


Ronnie B. Carpenter, P.E.
Carpenter Engineering, LLC

Enclosures: Preliminary Plat (rev.0)
Proposed Road Cross Sections (rev.0)

PC: Mr. Chris Larmore – Bluewater Development Corporation (w/ enclosures via electronic mail)

ROAD SECTION FOR WINDMILL CREEK CIRCLE



PROFESSIONAL SEAL

Frank G. Lynch, Jr.
& Associates, Inc.

SURVEYING · LAND PLANNING
10535 RACETRACK ROAD · BERLIN, MARYLAND 21811
(410) 641-5353 · 641-5773

DESIGNED BY

N/A

SURVEYED BY

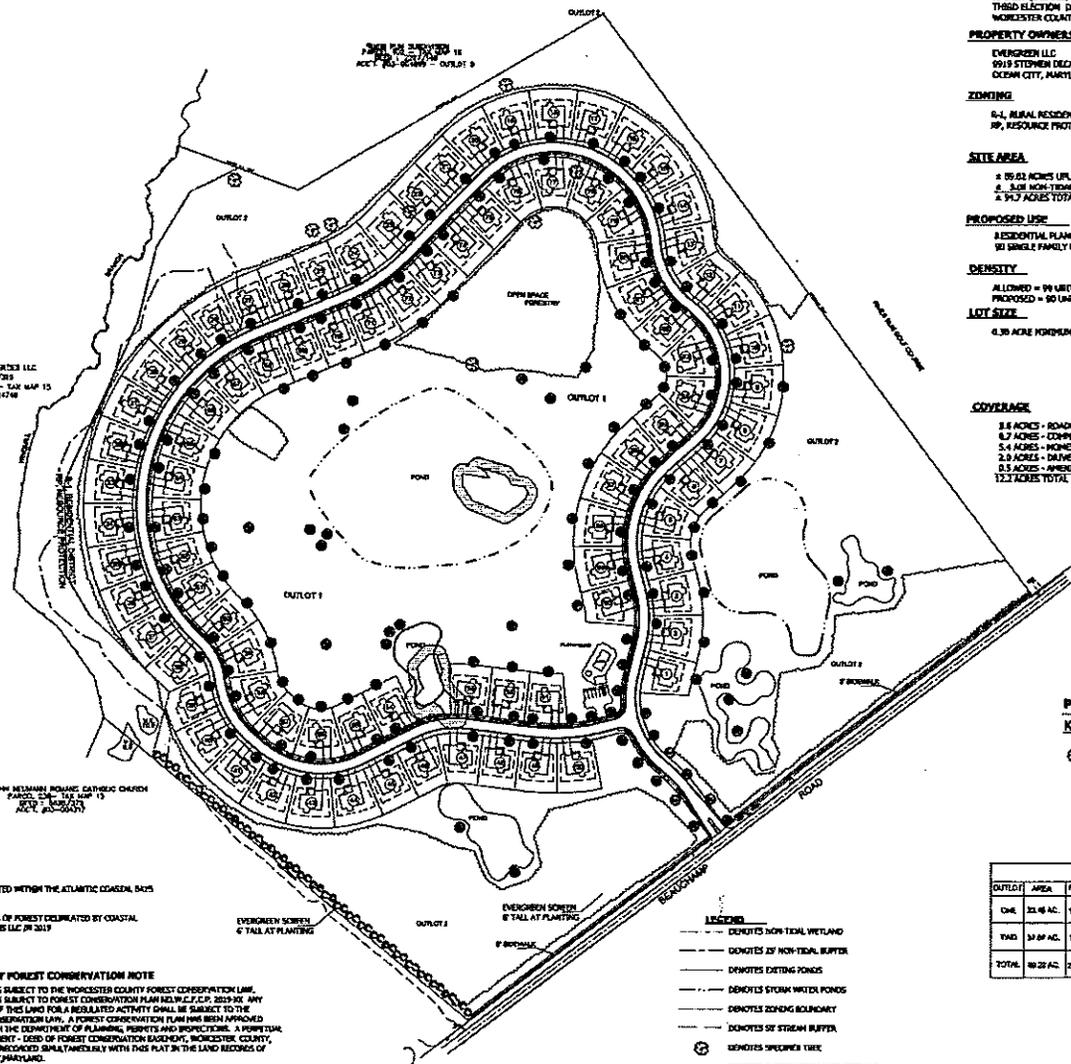
FILE NO.:

11674-19

7/10 11-7-19

THE REFUGE AT WINDMILL CREEK

A RESIDENTIAL PLANNED COMMUNITY



SITE DATA

PARCEL DESCRIPTION

TAX MAP 15, PARCELS 127 (43 DEDM4)
AND 259 (102 DEDM2)
THIRD ELECTION DISTRICT
WORCESTER COUNTY MARYLAND

PROPERTY OWNERS

EVERGREEN LLC
9919 STEPHEN DECATUR HWY
OCEAN CITY, MARYLAND 21842

ZONING

R-1, RURAL RESIDENTIAL - 43.7 ACRES
RP, RESOURCE PROTECTION - 4.0 ACRES

SITE AREA

4.952 ACRES UPLAND
4.000 ACRES NON-TIDAL WETLANDS/POONDS
2.147 ACRES TOTAL SITE AREA

PROPOSED USE

RESIDENTIAL PLANNED COMMUNITY
91 SINGLE FAMILY HOMES/21000 SQ FT SWIMMING POOL

DENSITY

ALLOWED = 90 UNITS @ 1 UNIT/ACRE - R-1 AREA ONLY
PROPOSED = 90 UNITS

LOT SIZE

0.30 ACRE MINIMUM - 187' MINIMUM LOT WIDTH, 130' DEEP
FORMERLY FRONTAGE BY
MINIMUM BUILDING AREA = 1000 SF
SETBACKS: FRONT = 30'
SIDE = 10'
REAR = 10'

COVERAGE

8.8 ACRES - ROADS/DRIVEWAYS
4.7 ACRES - COMMUNITY SCENARIOS
5.4 ACRES - PONDS
2.8 ACRES - DAMS AND WALES
0.5 ACRES - UTILITIES AND PARKING
12.2 ACRES TOTAL = 77% 13% OF TOTAL SITE

OPEN SPACE REQUIRED

28.4 ACRES TOTAL OPEN SPACE (59% OF TOTAL SITE)
14.2 ACRES NATURAL OPEN SPACE (30% OF TOTAL OPEN SPACE)
2.8 ACRES ACTIVE RECREATION (10% OF REQUIRED OPEN SPACE)
5.8 ACRES PASSIVE RECREATION (20% OF REQUIRED OPEN SPACE)

OPEN SPACE PROVIDED

+/- 40.05 ACRES TOTAL OPEN SPACE (+/- 84% OF TOTAL SITE)
+/- 38.19 ACRES UPLAND MINIMUM
+/- 11.36 ACRES WETLANDS/POONDS MINIMUM
+/- 19.5 ACRES ACTIVE RECREATION PROGRAM (+/- 20% OF REQUIRED OPEN SPACE)
+/- 18.36 ACRES PASSIVE RECREATION (+/- 30% OF REQUIRED OPEN SPACE)
+/- 25.96 ACRES NATURAL OPEN SPACE (+/- 182% OF REQUIRED OPEN SPACE)

THE +/- 28.36 ACRES OF PASSIVE RECREATION WILL BE USED FOR INFORMAL NATURE VIEWING AND WALKING; NO TRAILS ARE ANTICIPATED.

FLOOD ZONE

THIS SITE IS LOCATED IN FLOOD ZONE X
FOR FEMA COMMUNITY PANEL 240000000
DATED 7-16-15

SEWER AND WATER

SEWER WILL BE PROVIDED BY THE RIVER RUN SERVICE AREA
WATER WILL BE PROVIDED BY THE OCEAN PINES SERVICE AREA

90 UNITS WILL BE REQUIRED - 1.000 LPI PER LOT

PHASING

IT IS ANTICIPATED THAT THE PROJECT WILL BE CONSTRUCTED
IN ONE PHASE WITH ALL INFRASTRUCTURE COMPLETED.

ARCHITECTURAL STYLES

RESIDENTIAL ARCHITECTURAL STYLE IS BY THE SEASIDE
TRADITIONAL IT IS COMPLEMENTARY TO OTHER RESIDENTIAL
DEVELOPMENTS IN THE SUBSURROUNDING OCEAN PINES/ RIVER RUN
AREA. THE PROJECT PRIORITY CONTAINS SCENARIOS THAT
CONNECT THE RESIDENTIAL DEVELOPMENT TO THE ADJACENT
COUNTRY PROPERTY TO THE SOUTHWEST AND THE RIVER RUN
SUBDIVISION TO THE NORTHEAST. THE PROPOSED LANDSCAPE
WILL CONSIST OF NATIVE PLANT MATERIALS AT A PEDESTRIAN
SCALE.

APPROVED BY WORCESTER COUNTY
PLANNING COMMISSION
DATE: 11/18/19
The Refuge at Windmill Creek RPC - The RPC Step 1
and Step 2 applications (10/20/19) were approved by the
Planning Commission on 11/18/19. The final 2020
action Step 2 implementation plan approval has been
received.

PLANT LIST

KEY	PLANT
⊗	OAK/HMAPLE, SYCAMORE-10' HEIGHT

AREA SUMMARY TABLE

UNITS	AREA (ACRES)
RESIDENTIAL LOTS	26.16
OUTLOTS	60.23
ROADS	6.50
TOTAL	92.89

OUTLOT	AREA	PASSIVE OPEN SPACE	NATURAL OPEN SPACE	ACTIVE OPEN SPACE	PROPOSED USE	UPLAND	NON-TIDAL WETLAND
ONE	32.46 AC	14.62 AC UPLAND	2.20 AC FORESTRY 0.62 AC POONDS	4.80 AC 4.80 AC POND	POOL/PLAYGROUND BATHING/BOAT/BOATSLAND	17.81 AC	5.34 AC
TWO	34.87 AC	15.84 AC UPLAND	14.80 AC FORESTRY 1.00 AC POONDS	1.00 AC		26.43 AC	4.84 AC
TOTAL	67.33 AC	30.46 AC UPLAND	16.8 AC UPLAND 1.62 AC POONDS/WETLAND	5.8 AC		44.24 AC	10.18 AC

- LEGEND**
- DENOTES NON-TIDAL WETLAND
 - DENOTES 20' NON-TIDAL BUFFER
 - DENOTES EXISTING PONDS
 - DENOTES STREAM WETLANDS
 - DENOTES ZONING BOUNDARY
 - DENOTES 50' STREAM BUFFER
 - ⊗ DENOTES SPECIFIED TREE
 - DENOTES DISTINGUISHED PROPOSED TRAILLINE

ETC FARM PROPERTIES LLC
3825 J. HAYDEN
PARCEL 246 - TAX MAP 15
ACCT. 20-124748

ST JOHN WINDMILL ROMAN CATHOLIC CHURCH
PARCEL 259 - TAX MAP 15
ACCT. 20-06071

NOTES
THE SITE IS NOT LOCATED WITHIN THE ATLANTIC COASTAL BAYS
EXTERIOR AREAS
WETLANDS AND LIMITS OF FOREST ESTABLISHED BY COASTAL
COMPLIANCE SOLUTIONS LLC IN 2019

WORCESTER COUNTY FOREST CONSERVATION NOTE
THIS SUBDIVISION IS SUBJECT TO THE WORCESTER COUNTY FOREST CONSERVATION LAW.
THIS SUBDIVISION IS SUBJECT TO FOREST CONSERVATION PLAN NO. 10-12-19-001. ANY
FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE
COUNTY FOREST CONSERVATION LAW. A FOREST CONSERVATION PLAN HAS BEEN APPROVED
AND IS ON FILE WITH THE DEPARTMENT OF PLANNING, PERMITS AND INSPECTIONS. A FOREST
PROTECTIVE AGREEMENT - DEED OF FOREST CONSERVATION EASEMENT, WORCESTER COUNTY,
MARYLAND, WILL BE INCORPORATED SUBSEQUENTLY WITH THIS PLAN IN THE LAND RECORDS OF
WORCESTER COUNTY, MARYLAND.

MASTER PLAN
THE REFUGE AT WINDMILL CREEK
WORCESTER COUNTY, MARYLAND

R.D. HAND AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE, SITE PLANNING AND FEASIBILITY
15505 Colgate Road, Bethesda, MD, 20814 410-352-5663

DATE: 11/18/19
DRAWN BY: J. HANCOCK
CHECKED BY: J. HANCOCK
SCALE: 1"=40'
SHEET
MP



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

TO: Cathy Zirkle, DRP Specialist II
FROM: Kelly Henry, Technical Services Division Manager
DATE: January 31, 2020
SUBJECT: New Proposed Road Name – “The Refuge at Windmill Creek” subdivision

I have compared the proposed road name of Windmill Creek Circle with existing road names in the County. I did not find a duplication or a conflict. The closest road name to Windmill Creek Circle is Windmill Road in Berlin. Please note if this road is classified as an “approved private road”, the road suffix has to be “Lane”. The following road names would be acceptable:

Public Road: Windmill Creek Circle
Approved Private Road: Windmill Creek Circle Lane or
Windmill Creek Lane

I have discussed this matter with John W. Birch, Jr., Emergency Services Director. Mr. Birch concurs with my findings and recommendation. As always I am available to discuss this matter in greater detail with you. Thank you.

Cc: John W. Birch, Director - Department of Emergency Services

§ ZS 1-123. Approved private roads.

- (a) Application. Proposals for approved private roads shall be made by petition to the County Commissioners. The petition must be signed by all record owners of all lands to be served by the proposed road. In the event that the proposal is in conjunction with a map amendment or residential planned community application, the petition may accompany the map amendment application, residential planned community application or application for public easement road designation. Every petition shall be in a form prescribed by the County Commissioners and shall be accompanied by a plat, drawn to scale, showing property lines, the existing and proposed district boundaries, the general location of the proposed private road, the construction and maintenance standards of the proposed private road and such other information as the County Commissioners may deem appropriate in order to properly review the petition. The petition shall include information as to the proposed method of payment for maintenance of the road and assurances to the County Commissioners that such road shall be properly maintained so long as necessary.
- (b) Planning Commission review. The County Commissioners shall refer the petition to the Planning Commission for its review and report. The Planning Commission shall review the petition at a regularly scheduled meeting and shall provide the applicant with an opportunity to be heard.
- (c) Planning Commission report. After receipt of the Planning Commission's report, the County Commissioners shall schedule a meeting with the applicant, at which time the applicant shall have the opportunity to provide additional information or to answer questions with regard to the proposal. The County Commissioners may but shall not be required to hold a public hearing with respect to the application in such cases where the County Commissioners determine that the approval of the private road shall have an impact on the public generally.
- (d) Criteria. The County Commissioners shall, in making a determination as to whether or not to approve the private road, consider the following:
- (1) Its relationship to existing and planned public roads of the County.
 - (2) The nature of the area to be served by the road.
 - (3) The desirability or necessity of public access to the areas to be served by the road.
 - (4) Whether or not the construction and maintenance of the road is financially feasible.
 - (5) Proposed construction and maintenance standards.
 - (6) The proposed maintenance plan.
- (e) Determination. The County Commissioners shall, by resolution, approve or disapprove the proposed private road. In the event that the road is approved, the resolution shall be recorded among the land records of Worcester County, Maryland, and be indexed at the expense of the applicant under the name of all property owners served by the road.
- (f) Plats and covenants. Any plats showing an approved private road shall contain an appropriate notation indicating that the road is an approved private road and the date or recording reference of the resolution. The County Commissioners may, as a condition to approval, require a recorded deed covenant running with the land, in such form as may be satisfactory to the County Commissioners, indicating and acknowledging the existence of the approved private road and establishing a procedure for collection of fees for maintenance thereof.
- (g) Construction and maintenance standards. The County Commissioners may, by resolution, establish or adopt construction and maintenance standards for approved private roads.

DRAFT

**RESOLUTION APPROVING A PROPOSAL FOR A
APPROVED PRIVATE ROAD FOR EVERGREEN VILLAGE, LLC**

WHEREAS, the County Commissioners of Worcester County, Maryland received a request from Carpenter Engineering, LLC and Evergreen Village, LLC for approval of a certain private road to be constructed to the County Standards, said proposed private road to be located in the Refuge at Windmill Creek Residential Planned Community, on the northwesterly side of Beauchamp Road, northeast of Racetrack Road, in Worcester County, Maryland; and

WHEREAS, the Refuge at Windmill Creek Residential Planned Community received Step I Residential Planned Community approval from the County Commissioners on September 3, 2019 and the preliminary subdivision plat approval from the Planning Commission on February 6, 2020; and

WHEREAS, in accordance with the provisions of § Section ZS 1-123 (Approved private roads) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Planning Commission reviewed and favorably recommended approval of the proposed approved private road proposed by Carpenter Engineering, LLC and Evergreen Village, LLC, at its meeting of March 5, 2020; and

WHEREAS, the County Commissioners reviewed the request at their meeting of _____ and considered its relationship to existing and planned public roads of the County; the nature of the area to be served by the road; the desirability or necessity of public access to the areas to be served by the road; whether or not the construction and maintenance of the road is financially feasible; the proposed construction and maintenance standards; and the proposed maintenance plan and find that the use of the Approved Private Road in this situation is warranted.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the request for the establishment of the approved private road and associated construction standard proposed by Carpenter Engineering, LLC and Evergreen Village, LLC as described herein is hereby approved.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this _____ day of _____ 2020.

ATTEST:
COMMISSIONERS

WORCESTER COUNTY



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

18

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services 
Re: Proposed road name change – Katelyn Lane to Brooklyn Lane
Date: 9 March 2020

The Department of Emergency Services is seeking authorization and permission to proceed with a proposed road name change – Katelyn Lane to Brooklyn Lane. This proposed change has been forwarded to me from Kelly Henry, Technical Services Division Manager, with a signed private road name application from the land owner Mr. Patrick Brady.

I am available to answer any questions at your convenience.

Attachments (3)



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

TO: John W. Birch, Jr., Director of Emergency Services Department
FROM: Kelly L. Henry, Technical Services Division Manager
DATE: March 5, 2020
SUBJECT: Proposed Road Name Change – Katelyn Lane to Brooklyn Lane

I am in receipt of a request from Patrick Brady to change the name of a private lane from Katelyn Lane to Brooklyn Lane. Mr. Brady is the owner of a 33.76 acre tract of land off of (old) Worcester Highway. According to MD State Department of Assessment and Taxation the property is shown on Tax Map 15 as Parcel 256, Lot 5 having an Account ID No. 24-03-132587. There are three (3) habitable structures having an address of 10440, 10442 and 10444 Katelyn Lane. All three structures are located on Mr. Brady's property. The properties adjoining Lot 5 having assigned addresses are 11004 and 11010 Worcester Highway.



I have reviewed the County Road Inventory List and the GIS road centerline database to see if there are any conflicts or duplications relative to "Brooklyn Lane".

Brooklyn Lane			
Road Name		Subdivision	Municipality
Brooklawn	Lane	River Run	Berlin
Brookside	Road	Ocean Pines	Berlin
Brookton	Lane	Ocean Pines	Berlin
Cambrook	Drive	Jenkins Orchard	Pocomoke
Willowbrook	Drive	Willowbrook	Berlin

Based on my findings there are not any duplications or conflicts with the proposed private lane name of "Brooklyn Lane". Therefore, I recommend forwarding this request to the County Commissioner's for their review and approval at the next available meeting.

Please do not hesitate to contact me if additional information is necessary. As always I am available to discuss this matter in greater detail with you. Thank you for your time.

Attachment

Cc: Edward A. Tudor, Director of Development Review & Permitting



DEPARTMENT OF EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 / FAX: 410.632.2141

John W. Birch, Jr., Director

James Hamilton, Deputy Director

PRIVATE ROAD NAME APPLICATION

I, _____ Patrick Brady _____ am applying to the Worcester County Commissioners for a request to name a private road located at Tax Map No. 15, Parcel 256, Lot 5 having an SDAT Account ID No. 132587 on _____ . The current address(s) for this property is: 10442 Katelyn Lane, Berlin MD 21811 .

Circle one: New Lane Name or Change Existing Road Name

List below a minimum of three road name proposals to be considered. If this is an application for a new road, please place N/A in the "Existing Name" box.

Existing Road Name	Proposed Road Name
Katelyn Lane	BROOKLYN LANE

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

I understand that the Worcester County Public Works – Roads Division will create the sign that will be placed at the end(s) of the lane at the public road intersection and I, as the requesting party, will be responsible for paying to the County the sum of \$ 115.50 per sign covering the cost of the sign and installation. I also understand that address numbers must be posted at the entrance to the private lane so they are visible from the County Road.

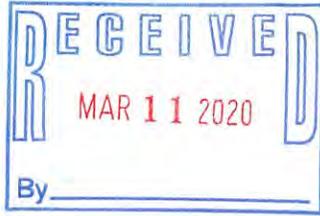
Signed: _____ Date: 02/20/20

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Emergency Services
Worcester Government Center
One West Market Street – Room 1002
Snow Hill, Maryland 21863

property as provided in this Subtitle. In case of conflict as to the proper number to be assigned to any building, the Department of Emergency Services shall determine the number of such building.

- (3) Whenever any house, building or structure shall be erected or located after the establishment of the uniform addressing system of numbering provided for herein has been completed, it shall be the duty of the property owner to procure the correct number or numbers as designated by the Department of Emergency Services for said property and to fasten said number or numbers assigned upon said building as provided by this Subtitle. Once a building permit is received by the Department of Emergency Services from the Department of Planning, Permits and Inspections, the Department of Emergency Services shall have thirty days to establish an address for that structure for which the building permit has been issued.
- (e) Provisions for the naming of private lanes. All private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, will be named by the County Commissioners. A sign will be erected which is compatible with the public roads signs currently in use by the County Roads Department but of a contrasting color. It will be the responsibility of the County Roads Department to erect said sign according to its specifications.
- (f) Applicability. The provisions of this Subtitle shall be applicable only in those portions of Worcester County which are not located within the confines of any incorporated area within the county.
- (g) Violations. Any person failing to comply with the provisions of this Subtitle shall be guilty of a civil infraction. Each day of a violation constitutes a separate offense.



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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services 
Re: Emergency Number Systems Board (ENSB) project approval #20-130 & #20-148
Date: 9 March 2020

The Department of Emergency Services is seeking authorization and permission to proceed with ENSB Project #20-130 in the amount of \$5,250.00 to purchase an additional Emergency Dispatch Protocol AQUA license, and ENSB Project #20-148 in the amount of \$234.50 for the purchase of 911 public educational materials. The total amount of both requested projects is \$5,484.50 which will be reimbursed to the county once we purchase the items and submit receipts.

I am available to answer any questions at your convenience.

Attachments (2)

MARYLAND

9-1-1

EMERGENCY
NUMBER SYSTEMS BOARD

STATE OF MARYLAND

LAWRENCE J. HOGAN, JR.
GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

ROBERT L. GREEN
SECRETARY

CHRISTOPHER MCCULLY
DEPUTY SECRETARY
ADMINISTRATION

ANTHONY MYERS
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

Department of Public Safety and Correctional Services

Emergency Number Systems Board

300 East Joppa Road - Suite 1000, Towson, Maryland 21286-3068
(410) 339-6383 • FAX (410) 339-6306 • www.dpscs.state.md.us/ensbf

January 31, 2020

Mr. Timothy Coale
Worcester Co. Dept. of Emerg. Serv.
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project # 20-130 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its January 30, 2020 meeting, to fund up to \$5,250.00 for Emergency Dispatch Protocols - AQUA License (Project # 20-130), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

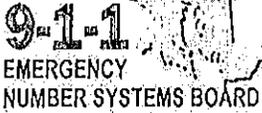
Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check (both sides) along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. The vendor's/county's Federal ID number must be included or the package will be returned without being processed.

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,


Scott Roper, Executive Director
Emergency Number Systems Board

MARYLAND



Department of Public Safety and Correctional Services

Emergency Number Systems Board

300 East Joppa Road - Suite 1000, Towson, Maryland 21286-3068
(410) 339-6383 • FAX (410) 339-6306 • www.dpscs.state.md.us/ensb/

STATE OF MARYLAND

LAWRENCE J. HOGAN, JR.
GOVERNOR

DOYD K. RUTHERFORD
LT. GOVERNOR

ROBERT L. GREEN
SECRETARY

CHRISTOPHER McCULLY
DEPUTY SECRETARY
ADMINISTRATION

ANTHONY MYERS
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

January 29, 2020

Mr. Timothy Coale
Worcester County 9-1-1 Center
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project #20-148 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your request to purchase Public Education Materials for your county's PSAP in an amount not to exceed \$234.50, per your County's request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met you must appear before the Board to justify their continued funding of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check (both sides) along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. The vendor's/county's Federal ID number must be included or the package will be returned without being processed.

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6305.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Roper".

Scott Roper, Executive Director
Emergency Number Systems Board



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BILLY BIRCH
DIRECTOR

EMERGENCY SERVICES
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services 
Re: Carl Henn's Law/911 Fees changes, Potential County Actions & Impacts, and Best Practices
Date: March 11, 2020

In an effort to update, inform, and address past, current, and impending changes to our Public Safety Answering Point (PSAP), also known as 911 center, I wanted to discuss our future Next Generation 911 changes, Carl Henn's Law and/or the 911 fee change, and inform you about potential county actions, impacts, and best practices taken by our county partners. Next Generation 911 change has been spearheaded by Senator Cheryl Kagan. One of those bills which took effect on July 1, 2019, known as Carl Henn's Law (House Bill 397) is enclosed for your package as a reference and informational guide. "This bill enhances and alters the regulatory framework that governs the State's 9-1-1 system. Among other things, the bill expands the responsibilities of the Emergency Number Systems Board (ENSB), increases the State 9-1-1 fee, authorizes a local government to increase its 9-1-1 fee under specified circumstances, and applies both fees to each separate outbound call voice channel capacity instead of each account".

Carl Henn's law has produced a means for all counties to increase the collection fee from .75 cents per phone line an additional .75 cents if they show a shortfall in their FY20 audit. I submit to you based on our expenses, we will meet this required short fall, and as such will be eligible of July 1, 2021 (FY22).

Next Gen 911 will produce an increased workload to our PSAP/911 center. I can show a 15% call volume increase over last year before we incur this increased change due to text to 911, and additional phone and electronic device contacts. The Emergency Numbers Services Board (ENSB) has been working with Sen. Kagan to look into these expected changes. As a result, a complete State staffing study has been completed, and paid for by the ENSB, which is enclosed with my packet. We are going to need to prepare for these impending changes that are coming. I plan on expanding on this during my FY21 budget presentation in a few weeks.

I am available to answer any questions at your convenience.

Companion Report - p. 20
Final Report - p. 48

Senator Cheryl C. Kagan is a nationally-recognized advocate for “Next Generation 911,” which will update our emergency response centers with modern technology resulting in increased reliability. Inspired by the death of Rockville activist and District 17 resident Carl Henn due to a 9-1-1 failure, she has toured emergency centers around the state, often bringing Senate colleagues. She chairs the Maryland NG911 Commission, which issued a 65-page report with 23 unanimous recommendations. Their work resulted in three bills becoming law in 2019:

- Saving Lives by Updating Our 9-1-1 Systems (“Carl Henn’s Law”): This bill addressed technology, cybersecurity, staffing, oversight, and more. It also modified our funding structure, which was providing an average of just 37.5% of the costs of our emergency centers. By adjusting the 9-1-1 fee, we will improve service– and save lives.
- Protecting Crime Victims: Currently, 9-1-1 audio calls are available through a Maryland Public Information Act request. With NG911 allowing us to send texts, photos, and videos, SB5 will help protect the privacy of victims of domestic abuse, sexual assault, and child abuse by giving them a voice in shielding these records.
- Supporting our “First, First Responders”: Our 9-1-1 Specialists, or calltakers, help us in our worst moments. Unlike a police officer, firefighter, or paramedic, 9-1-1 Specialists are largely invisible and underappreciated. This new law reclassifies the position (from clerical to professional) and recommends appropriate compensation and benefits as an integral part of the Emergency Response team.

Department of Legislative Services
 Maryland General Assembly
 2019 Session

FISCAL AND POLICY NOTE

Enrolled

House Bill 397

(Delegates Krebs and Jackson, *et al.*) (By Request -
 Commission to Advance Next Generation 9-1-1 Across
 Maryland)

Health and Government Operations

Finance

Public Safety - 9-1-1 Emergency Telephone System (Carl Henn's Law)

This bill enhances and alters the regulatory framework that governs the State's 9-1-1 system. Among other things, the bill expands the responsibilities of the Emergency Number Systems Board (ENSB), increases the State 9-1-1 fee, authorizes a local government to increase its 9-1-1 fee under specified circumstances, and applies both fees to each separate outbound call voice channel capacity instead of each account. **The bill takes effect July 1, 2019.**

Fiscal Summary

State Effect: Special fund revenues for ENSB increase by at least \$53.8 annually beginning in FY 2020; special fund expenditures increase correspondingly. State expenditures (all funds) increase, potentially significantly, beginning in FY 2020 as State agencies pay increased 9-1-1 fees under the bill.

(\$ in millions)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
SF Revenue	\$53.8	\$53.8	\$53.8	\$53.8	\$53.8
SF Expenditure	\$53.8	\$53.8	\$53.8	\$53.8	\$53.8
GF/SF/FF Exp.	-	-	-	-	-
Net Effect	(-)	(-)	(-)	(-)	(-)

Note: () = decrease; GF = general funds; FF = federal funds; SF = special funds; - = indeterminate increase; (-) = indeterminate decrease

Local Effect: Local government revenues increase significantly as additional 9-1-1 fee revenues are collected and distributed. Local government expenditures increase correspondingly as the additional funding is used to enhance and maintain local 9-1-1 systems and as local governments pay additional 9-1-1 fees under the bill.

Small Business Effect: Minimal.

Analysis

Bill Summary: The bill enhances and alters the regulatory framework that governs the State's 9-1-1 system in the following ways:

- References to “emergency calls” are clarified to “requests for emergency services.”
- The responsibilities of ENSB are significantly expanded.
- The purpose and authorized uses of the 9-1-1 Trust Fund are expanded and clarified.
- A definition of “9-1-1 specialist” is established.
- Additional responsibilities related to cybersecurity are established for public safety answering points (PSAPs).
- The State 9-1-1 fee is increased from \$0.25 per month to \$0.50 per month.
- A local government is authorized to temporarily increase its local 9-1-1 fee under specified circumstances. Combined with the existing local 9-1-1 fee, the maximum amount a local government may charge is increased from \$0.75 per month to \$1.50 per month.
- The State 9-1-1 fee and local 9-1-1 fee both apply to each separate outbound call voice channel capacity, instead of each account, as specified.
- Emergency services Internet protocol network providers and core service providers of Next Generation 9-1-1 (NG 9-1-1) are granted immunity from liability for transmission failures in a specified manner.
- Beginning in fiscal 2020, the Governor must provide a plan to repay to the 9-1-1 Trust Fund any monies transferred from the fund under budget reconciliation and financing legislation or by other means that would result in the use of monies for a purpose other than the original intended use.

A more extensive discussion of the bill's provisions can be found below.

Expansion of Responsibilities for the Emergency Number Systems Board

The responsibilities of ENSB are expanded to include establishing (1) minimum standards for cybersecurity, oversight, and accountability of service level agreements between counties and core service providers of NG 9-1-1 services; (2) training standards for PSAP personnel based on national best practices; and (3) establishing minimum standards for records retention, as specified. The standards established for record retention must include procedures related to record security, disposal, and maintenance.

ENSB must establish minimum standards for 9-1-1 systems that ensure improved access for individuals with disabilities and individuals who use assistive technologies. The standards must include mandatory connectivity requirements for core service providers for

NG 9-1-1 services to device-based and cloud-based data repositories. The standards must be regularly updated based on available technology and equipment.

In consultation with the Maryland Cybersecurity Council, ENSB must establish cybersecurity standards for PSAPs based on national industry and 9-1-1 system trade association best practices. At least once each year, on a date determined by ENSB and in advance of submitting a request for or receiving any money from the 9-1-1 Trust Fund, the director of each PSAP must determine whether the cybersecurity defenses employed by the PSAP satisfy these standards and submit a report detailing the results. If the director of a PSAP fails to submit the report, ENSB may not authorize any money for the PSAP from the 9-1-1 Trust Fund. The funding may not be released until the report is submitted.

Expanded Purpose of the 9-1-1 Trust Fund

The purpose of the 9-1-1 Trust Fund is expanded to include funding for:

- the operation and maintenance of 9-1-1 systems, including specified (1) services, such as interpretation services for a PSAP; (2) equipment, such as voice, data, and call log recorders; (3) software, such as automatic number and location identification programs; and (4) other technologies, such as geographic information and mapping systems;
- PSAP facilities costs, including access control, security systems, and standby power;
- public education materials;
- the training of county personnel working in or directly supporting a PSAP;
- cybersecurity for 9-1-1 systems; and
- the provision of tuition reimbursement for 9-1-1 specialists (as defined by the bill) for educational programs related to the 9-1-1 specialist career field.

Funding allocated for these purposes may not be used to pay the salary of PSAP personnel or county personnel.

State and Local 9-1-1 Fees

The State 9-1-1 fee is increased from \$0.25 per month to \$0.50 per month. Under the bill, the additional fee authorized for counties to assess remains \$0.75 per month. However, if a county's local 9-1-1 fee revenues do not cover the county's operational costs for its 9-1-1 system in a fiscal year, then the county may impose an additional charge of up to \$0.75 per month for the following fiscal year. When combined with the existing local 9-1-1 fee of \$0.75 per month, the local government may charge a maximum of \$1.50 per month under these circumstances.

Furthermore, the bill applies the State 9-1-1 fee, existing local 9-1-1 fee, and local additional charge to each separate outbound call voice channel capacity, regardless of the technology used for the voice channel (*i.e.*, phone lines, Voice over Internet Protocol (VoIP), etc.). This means that the fees may be applied multiple times each month to a single account holder depending on the voice channel capacity of the account, whereas each account only pays the fees once per month under current law.

The fees may not be applied to a broadband connection that is not used for telephone service. If a telephone service provides shared simultaneous services to multiple locations configured to provide local dial in different states, the fees are only applied to the portion in the state identified by the service supplier's books and records, which must be calculated in a specified manner. Commercial mobile radio service provided to multiple devices that share a mobile telephone number must be treated as a single 9-1-1 accessible service when calculating the 9-1-1 fee that is due.

The bill clarifies that money collected from the State 9-1-1 fee may *only* be used to (1) pay the administrative costs chargeable to the 9-1-1 Trust Fund; (2) pay the costs associated with the expanded purpose of the 9-1-1 Trust Fund; (3) reimburse counties for the cost of enhancing a 9-1-1 system; and (4) pay contractors, as specified.

Liability Immunity for Emergency Services Internet Protocol Network Providers

Emergency services Internet protocol network providers and core service providers of NG 9-1-1 services have the same immunity from liability for transmission failures as that approved by the Public Service Commission (PSC) for local exchange telephone companies, or for a provider of telecommunications services through evolving technology, that are subject to regulation by PSC.

9-1-1 Specialists

A "9-1-1 specialist" is an employee of a county PSAP, or an employee working in a county PSAP, whose duties and responsibilities include (1) receiving and processing 9-1-1 requests for emergency services; (2) other support functions directly related to 9-1-1 requests for emergency services; or (3) dispatching law enforcement officers, fire rescue services, emergency medical services, and other public safety services to the scene of an emergency.

Current Law/Background: For information on the Commission to Advance NG 9-1-1 Across Maryland, the State's current 9-1-1 system, and the status of modernizing the 9-1-1 system, please see the **Appendix – 9-1-1 Funding and Modernization**.

Maryland Cybersecurity Council

Chapter 358 of 2015 established the Maryland Cybersecurity Council. The council is required to work with the National Institute of Standards and Technology (NIST), as well as other federal agencies, private-sector businesses, and private cybersecurity experts to address State issues. The council's responsibilities include (1) examining inconsistencies between State and federal cybersecurity laws; (2) assisting private-sector cybersecurity businesses in adopting, adapting, and implementing the NIST cybersecurity framework of standards and practices; and (3) recommending legislative changes to address cybersecurity issues.

PSC Liability Immunity for Transmission Failures

PSC advises that the liability immunity for transmission failures for a telecommunication service generally exists in the tariffs that govern the service's operations in the State. A commercial mobile radio service provider that pays or collects 9-1-1 fees and a provider and seller of prepaid wireless telecommunications service both have the same immunity from liability for transmission failures as that approved by PSC for local exchange telephone companies that PSC regulates.

State Revenues: ENSB advises that, under current law, the combined 9-1-1 fee (State and local) generates an average of about \$53.8 million annually; both fees accrue to the 9-1-1 Trust Fund, and the local portion is appropriately distributed to each local government. This amounts to approximately \$13.4 million in revenues from the State fee and \$40.3 million in revenues from the local fee.

Accordingly, increasing the State 9-1-1 fee (from \$0.25 to \$0.50) and authorizing a local government to increase its additional charge (from \$0.75 to \$1.50) at least doubles the total revenue that accrues to the 9-1-1 Trust Fund. Therefore, 9-1-1 Trust Fund special fund revenues increase by at least \$53.8 million annually beginning in fiscal 2020. This estimate makes the following assumptions:

- Based on historical patterns of 9-1-1 system underfunding (which are discussed in the Appendix), no county will have its local 9-1-1 fee revenues meet or exceed its 9-1-1 operational expenditures in fiscal 2019 and, therefore, each county will be authorized to and choose to increase its local charge from \$0.75 to \$1.50 beginning in fiscal 2020.
- Even though the bill takes effect at the beginning of fiscal 2020 (July 1, 2019), each local government is able to increase its fee for the entirety of fiscal 2020. To the extent that the fee increase begins later in that year, the revenue increase is less pronounced.

- As NG 9-1-1 systems are developed and implemented by the counties, and to counteract the existing underfunding issues, each county increases its expenditures beyond its revenues so that it can continue to maintain the local charge of \$1.50 in all future fiscal years. To the extent that some counties do not do so, the revenue increase is less pronounced.

This estimate does not include any revenues from changing the applicability of the fee from each account to each separate outbound call voice channel capacity, although the additional revenue generated from this change is anticipated to be significant. Specifically, the increase in revenues resulting from this change primarily relies on the average number of lines in existing accounts. That information, however, is considered proprietary by telecommunication companies and is, therefore, not ascertainable.

For illustrative purposes only, the Commission to Advance Next Generation 9-1-1 Across Maryland estimates that the total revenue collected under the bill's provisions could be as high as \$145 million annually (or an increase of about \$91 million annually over what is currently collected).

State Expenditures:

9-1-1 Trust Fund Total Expenditures

The State is accelerating its implementation of NG 9-1-1 services and, historically, most or all of the 9-1-1 Trust Fund's revenues are expended each year for this purpose and general operations. As such, this analysis assumes that total special fund expenditures by ENSB increase correspondingly to the special fund revenue increase. Therefore, special fund expenditures from the 9-1-1 Trust Fund increase by at least \$53.8 million annually beginning in fiscal 2020 as the fund is used for NG 9-1-1 implementation and the other purposes authorized under current law and the bill, including the hiring of necessary staff, which is discussed in the following section.

Emergency Number Systems Board Staff

Many of the responsibilities established for ENSB under the bill are similar or identical to functions that it is currently performing or planning to perform as the State transitions to NG 9-1-1 systems. For example, ENSB advises that it is recruiting an additional staffer to handle some of the project management and technology issues identified by the bill that are related to NG 9-1-1. Even so, ENSB does require one full-time accountant to handle the increased payments that it must make to vendors on behalf of counties due to the bill's expansion of authorized uses of 9-1-1 fee revenues.

Therefore, special fund administrative expenditures increase by \$55,098 in fiscal 2020, which accounts for a 90-day start-up delay. This estimate reflects the cost of hiring one full-time accountant. It includes a salary, fringe benefits, one-time start-up costs, and ongoing operating expenses.

Position	1
Salaries and Fringe Benefits	\$49,739
Operating Expenses	<u>5359</u>
Total FY 2020 Admin. Expenditures	\$55,098

Future year administrative expenditures reflect a full salary with annual increases and employee turnover and ongoing operating expenses.

State Agency Expenditures for Communications

State expenditures (all funds) for communications increase, potentially significantly, beginning in fiscal 2020 because the bill applies the 9-1-1 fees to each separate outbound call voice channel capacity, regardless of the technology used for the voice channel (*i.e.*, phone lines, VoIP, *etc.*). Many government entities have multiple lines on one account (paying very little under current law) and, under the bill, must pay significantly more for 9-1-1 fees. These additional costs have not been quantified for this analysis.

Local Fiscal Effect: As previously discussed, the State 9-1-1 fee generates approximately \$13.4 million annually, and the local charge generates approximately \$40.3 million annually. Moreover, this analysis assumes that each local government increases its additional charge (from \$0.75 to \$1.50) under the bill. Therefore, total local government revenues increase by at least \$40.3 million annually beginning in fiscal 2020, and more so to the extent that some portion of the State 9-1-1 fee revenues are used to support local 9-1-1 functions and upgrades.

Additional Information

Prior Introductions: None.

Cross File: SB 339 (Senators Kagan and Reilly, *et al.*) (By Request - Comm to Advance Next Generation 9-1-1 Across Maryland) - Finance.

Information Source(s): Department of Public Safety and Correctional Services; Maryland Association of Counties; Maryland Municipal League; Calvert, Montgomery, and Prince George's counties; City of Takoma Park; Comptroller's Office; Judiciary (Administrative Office of the Courts); Department of Budget and Management; Department of State Police; Public Service Commission; Verizon Maryland, LLC; Department of Legislative Services

Fiscal Note History: First Reader - February 22, 2019
mag/kdm Third Reader - March 19, 2019
Revised - Amendment(s) - March 19, 2019
Enrolled - April 6, 2019

Analysis by: Richard L. Duncan

Direct Inquiries to:
(410) 946-5510
(301) 970-5510

Appendix – 9-1-1 Funding and Modernization

Maryland's 9-1-1 System

Chapter 730 of 1979 established a statewide 9-1-1 system and the Emergency Number Systems Board (ENSB) to oversee the system. The legacy 9-1-1 model, which is based on a landline phone system, consists of local public safety access points (PSAPs) connected to an analog wireline phone network to deliver emergency calls via a circuit-switched architecture. However, 70% of 9-1-1 calls are now made from cell phones, and an increasing number are made via Voice over Internet Protocol networks, presenting a challenge as to how to process and obtain accurate caller location and phone number information.

The 9-1-1 system is funded through the 9-1-1 Trust Fund. The fund is administered by the Department of Public Safety and Correctional Services and includes revenue from the following three funding sources (as well as investment earnings):

- the State 9-1-1 fee, which is set at \$0.25 per subscriber per month;
- the county additional charge, at an amount determined by each county through local ordinances, up to a maximum of \$0.75 per bill per month (All counties and Baltimore City have passed local ordinances establishing the additional charge at the maximum level of \$0.75 per bill per month.); and
- the fee added to the sales of prepaid wireless service (\$0.60 per transaction), collected at the point of sale.

Telephone companies, wireless carriers, and other 9-1-1 accessible service providers collect and remit monthly the State 9-1-1 fee and the county additional charge to the Comptroller for deposit into the fund. The State 9-1-1 fee is distributed to counties at the discretion of ENSB in response to county 9-1-1 system enhancement requests. The county additional charge, the prepaid wireless 9-1-1 fee remittances, and any investment earnings of the fund are all distributed quarterly to each county in prorated amounts according to the level of fees collected in each jurisdiction. The State 9-1-1 fee and 25% of all collected prepaid wireless 9-1-1 fees may be used to reimburse counties for the cost of enhancing the 9-1-1 system. The county additional charge and the remaining 75% of all collected prepaid wireless 9-1-1 fees may be spent on maintenance and operating costs of 9-1-1 systems.

Next Generation 9-1-1 Modernization

As analog landline communication is phased out, state and local governments are preparing for “next generation” technology that will allow 9-1-1 centers to access not only more accurate information about caller location, but also other information that will assist emergency personnel in communicating with callers and responding more efficiently. This Next Generation 9-1-1 (NG 9-1-1) technology will allow PSAPs to receive text, chat, video, location, and various other types of data from a single 9-1-1 call. However, local governments face challenges both in maintaining existing 9-1-1 systems and in transitioning to NG 9-1-1 systems, primarily due to a lack of funding.

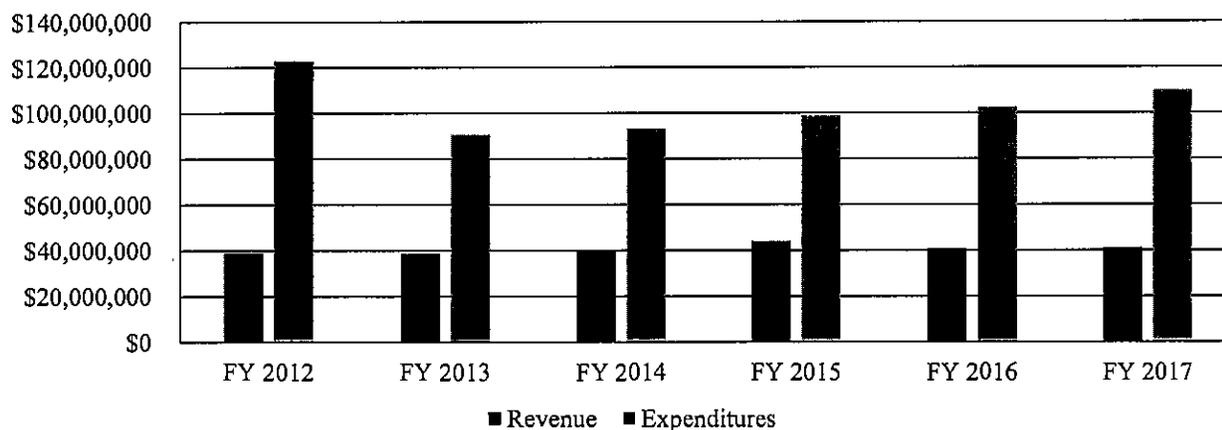
Funding Challenges

County expenditures for 9-1-1 systems consistently exceed available fee revenues. **Exhibit 1** shows the total 9-1-1 fee revenues collected and total 9-1-1 operating expenditures per fiscal year from fiscal 2012 to 2017 (the most recent publicly available data). Across all counties, in fiscal 2017, fee revenues covered 39.7% of operating costs. However, the percentage of costs offset by revenues varied significantly by county in that year. For example, only 10.5% of Dorchester County’s costs were offset by fee revenues, while in Baltimore County, 66.1% of costs were offset. **Exhibit 2** shows fiscal 2017 fee revenues and operating expenditures by county.

Commission to Advance NG 9-1-1 Across Maryland

Chapters 301 and 302 of 2018 established the Commission to Advance Next Generation 9-1-1 Across Maryland to study and make recommendations regarding next generation 9-1-1 emergency communication services. The commission’s preliminary report, released November 2019, makes 23 recommendations regarding numerous issues including, among other things, technology standards, cybersecurity, NG 9-1-1 implementation, staffing, and fees. Ten of the recommendations in the report, such as those that adjust the State’s 9-1-1 fees, funding levels, and staffing, require legislation to implement. The report emphasizes the importance of adjusting the State’s 9-1-1 fee structure, concluding that, “current 9-1-1 funding is grossly insufficient to support the current 9-1-1 system, let alone the updated NG 9-1-1 technology.” A copy of the commission’s December 2018 report can be found [here](#). A final report is expected by December 1, 2019.

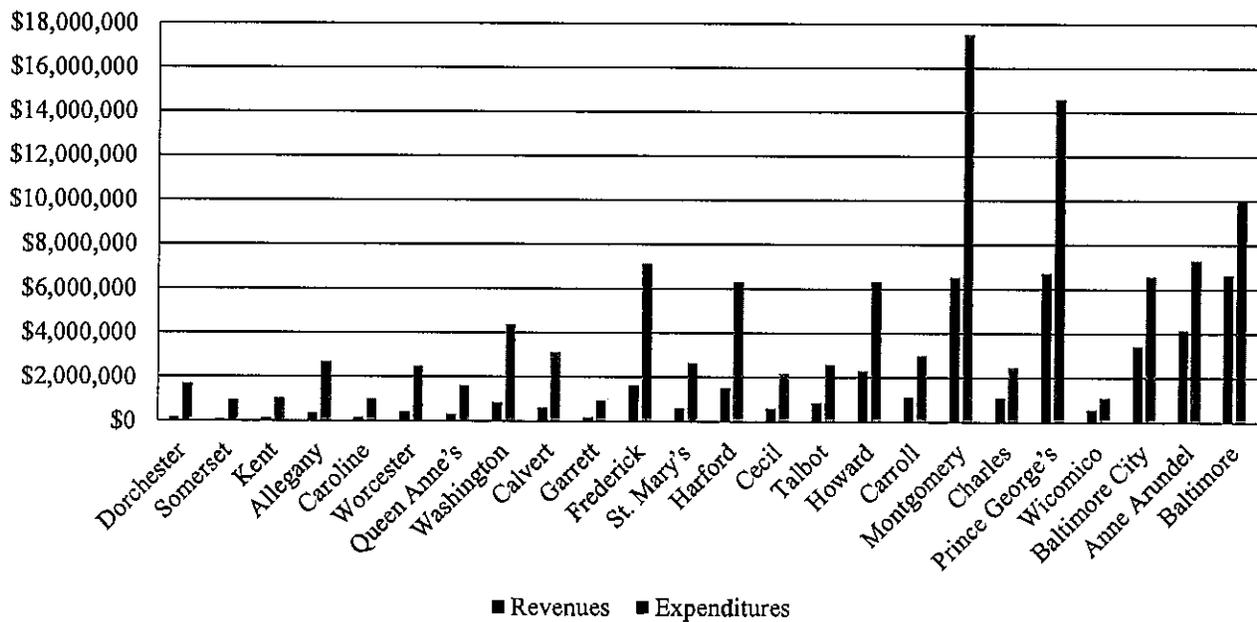
Exhibit 1
Total County 9-1-1 Fee Revenue and Operating Expenditures
Fiscal 2012-2017



Note: Prepaid wireless 9-1-1 fee revenues were first collected in fiscal 2014. County operating expenditures are costs as reported by county-selected independent auditors and typically include 9-1-1-related personnel salaries and benefits, recurring maintenance and service fees, mapping maintenance and updates, network associated fees, and capital expenditures not covered by the Emergency Number Systems Board.

Source: Emergency Number Systems Board annual reports, Commission to Advance Next Generation 9-1-1 Across Maryland – December 2018 Report

Exhibit 2
9-1-1 Fee Revenues and Operating Expenditures by County
Fiscal 2017



Source: Commission to Advance Next Generation 9-1-1 Across Maryland – December 2018 Report

911 Fee Remittance Procedures and Rates

The Maryland 911 Surcharge is required to be collected on a monthly basis from subscribers to any telecommunication service that provides 911 accessible service. 911 Surcharge fees are collected as part of the telecommunication service providers monthly billing process or monthly recurring credit/debit card payment transactions. For a complete list of remittance procedures and a downloadable fee remittance form, please download the below links:

[Downloadable 911 Fee Remittance Procedures](#)

The Emergency Number Systems Board recommends using the below downloadable Excel Spreadsheet for Remitting the 911 Surcharge

[Downloadable Fee Remittance Form](#)

Pre-paid Wireless Rates

Beginning July 1, 2013, sellers of prepaid wireless telecommunications services were required to report and remit to Maryland's Comptroller all Prepaid Wireless E 9-1-1 Fees collected by the seller for retail transactions of prepaid wireless telecommunications. "Prepaid wireless telecommunications" services means a commercial mobile radio service that: 1) allows a consumer to dial or access 9-1-1; 2) must be paid in advance; and 3) is sold in predetermined units that decline with use in a known amount. The Prepaid Wireless E 9-1-1 Fee is collected by the seller from the consumer for each retail transaction in Maryland. A retail transaction occurs in Maryland if: 1) the sale or recharge takes place at the seller's place of business located in Maryland; 2) the consumer's shipping address is in Maryland; or 3) no item is shipped, but the consumer's billing address or the location associated with the consumer's mobile telephone is in Maryland.

The Prepaid Wireless E 9-1-1 Fee is 60 cents per retail transaction. The Prepaid Wireless E 9-1-1 Fee is not subject to Maryland sales and use tax. Sellers of prepaid wireless telecommunications services are required to report and remit to the Comptroller all Prepaid Wireless E 9-1-1 Fees collected by the seller. A seller shall report and remit all Prepaid Wireless E 9-1-1 Fees collected by the seller to the Comptroller in the manner provided for remitting sales and use tax.

Please see Form 202, Sales and Use Tax Return to report and remit.

ENSB Quick Links

- [ENSB Home](#)
- [911 Fee Remittance Procedures and Rates](#)
- [ENSB Meetings](#)
- [ENSB Training](#)
- [Inspection Schedule](#)
- [Member Directory](#)
- [PSAP Listing](#)
- [Request for Project Funding](#)

9-1-1 SURCHARGE REMITTANCE PROCEDURES

Authoritative Procedures

Authorized under the Maryland Public Safety Article, pursuant to §1-310 and §1-311, each telecommunications service provider that provides “9-1-1 accessible service” must:

- Act as a monthly collection agent for Maryland’s 9-1-1 Surcharge fees (State Fee and County Additional Fee – currently \$0.25 State and \$0.75 County Additional Fee equaling \$1.00 total per subscriber bill);
- Remit all money collected to the State of Maryland Comptroller of the Treasury on a monthly basis (due by the 23rd of each month); and
- May retain an amount equal to 0.75 percent of only the State portion of the 9-1-1 collected fees to cover the expenses of billing, collecting, and remitting the 9-1-1 fees (Not applicable to the County Additional Fee).

Pre-Paid Telecommunication Service: “Prepaid wireless telecommunications” services means a commercial mobile radio service that: 1) allows a consumer to dial or access 9-1-1; 2) must be paid in advance; and 3) is sold in predetermined units that decline with use in a known amount. The Prepaid Wireless E 9-1-1 Fee is collected by the seller from the consumer for each retail transaction in Maryland. A retail transaction occurs in Maryland if: 1) the sale or recharge takes place at the seller’s place of business located in Maryland; 2) the consumer’s shipping address is in Maryland; or 3) no item is shipped, but the consumer’s billing address or the location associated with the consumer’s mobile telephone is in Maryland. The Prepaid Wireless E 9-1-1 Fee is 60 cents per retail transaction. The Prepaid Wireless E 9-1-1 Fee is not subject to Maryland sales and use tax. Sellers of prepaid wireless telecommunications services are required to report and remit to the Comptroller all Prepaid Wireless E 9-1-1 Fees collected by the seller. A seller shall report and remit all Prepaid Wireless E 9-1-1 Fees collected by the seller to the Comptroller in the manner provided for remitting sales and use tax. Please see Maryland “Sales and Use Tax Return” Form 202, to report and remit this fee.

Remittance Form Procedures

Each company providing 9-1-1 accessible service in Maryland shall remit 9-1-1 Surcharge funds by completing the form titled “*Emergency Telephone System Trust Fund Report*” as indicated below:

For each County and Baltimore City:

- **Number of subscribers** remitting the fee for that month
- The **Rate** (pre-populated – currently \$1.00 from each subscriber)
- The **Total** amount collected for that county(both the State fee and County additional fee)
- **Collection Allowance** - The total allowance retained from the 0.75 percent Administrative Fee (applicable only on the State portion of the collected fee)
- **Remittance** - The total amount remitted, less the administrative fee
- **County Share** – The total amount of the collected County additional fee (currently \$.075)

For each Collection Total

- **Total** of each column
- **State Fee** - total State fee collected minus the collection allowance
- **County Fee** - total county fee collected – should match total of “county shares” column)
- **Month Ending** – identify the month of the collected fees (one month per form)
- **Total Remittance** – month’s total remittance (should match total of “**Remittance**” column)
- **Remittance Last Month** – last month’s remittance
- **Percent Difference** – percentage of remittance difference from this month and last month’s remittances (can reflect a plus or minus change)
- **Comments Area** – explain any **Percent Difference** exceeding 10% or enter other applicable comments

All remittance forms should be signed (certifying accuracy) with the check made out to “MD - Comptroller of the Treasury” (please indicate “9-1-1 Trust Fund” on the memo/note line) and sent to the following address:

State of Maryland-Comptroller of the Treasury
Revenue Administration Division
Revenue Administration Center
P.O. Box 207
Annapolis, MD 21404-0207

Please contact Karen Hall, Accountant for the Emergency Number Systems Board; at 410-585-3023 should you have any questions.

Billy Birch

From: Kathy Whited
Sent: Friday, February 21, 2020 4:07 PM
To: Billy Birch
Subject: 911 fee july-sept 2019

One Stop Vendor Payment Inquiry Check Details

WORCESTER CO COMMISSIONERS

Vendor Information

Prefix: 1
Vendor #: 526001064
Mail Code: 003
Vendor Address: 1 W MARKET ST
PO BOX 248
SNOW HILL , MD 21863

Check Information

Check Number: 506373732
Check Total: \$148,058.25
Check Date: 02/13/2020
Check Status: 600-Paid
Status Date: 02/12/2020

Payment Details

Agency	Doc No	Doc Date	Invoice No	Invoice Date	Invoice Amount	Ref Doc
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Q01 / Q00	D0614558		9-1-1 EMERGENC	01/15/2020	\$148,058.25	
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Invoice Desc: BOARD JULY AUGUST SEPT FY 2019

Agency/Contact Information

Agency Name: DPSCS - OFFICE OF THE SECRETARY
Telephone Number: 410-339-5061

[Menu](#) [Back](#) [Quit](#)

COUNTY:

Survey Description

The Emergency Number Systems Board would like to include a review of the above statistics, for each Maryland County, in our annual report. Please make every effort to complete this survey and return it via e-mail by **February 3, 2019** (e-mail to scott.roper@maryland.gov)

The information in this survey should only reflect activity at the Primary PSAP. Transferred calls or operations at Secondary PSAPs should be identified separately, even if they are in the same building or complex.

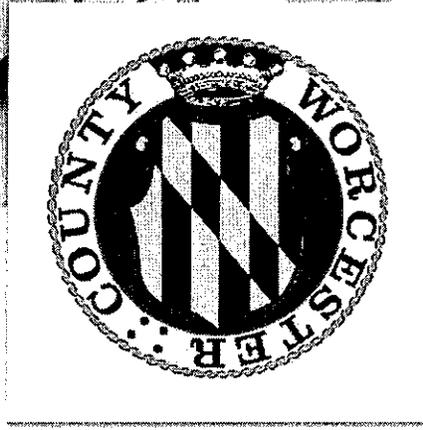
A "dedicated" position identifies the function performed, if a dispatch position can answer 9-1-1 calls but typically only does dispatching, then consider it as only a dispatch position for this survey.

Emergency Call Information	
Total calls coming into your Center (all calls*)	125,274
Total 9-1-1 Calls	50,840
Wireline 9-1-1 Calls**	10,084
Wireless 9-1-1 Calls	40,756
Text Message Sessions	0
Average time to answer 9-1-1 calls in seconds	2 seconds
Average 9-1-1 voice call duration in seconds	92 seconds
Total calls transferred to Secondary PSAPs from worksheet	12,342
Total calls transferred to neighboring Primary PSAPs	1267
Retention Period for 9-1-1 Recordings (in DAYS)	90
Cost for 9-1-1 Audio Recording Reproductions	\$0.00

* Please include 9-1-1 calls, admin line calls and calls answered for other county agencies

** Please treat VoIP calls as wireline calls

Tab 1



MissionCriticalPartners
Because the Mission Matters

Maryland Next Generation 9-1-1 Staffing Study
Companion Report

Final Report

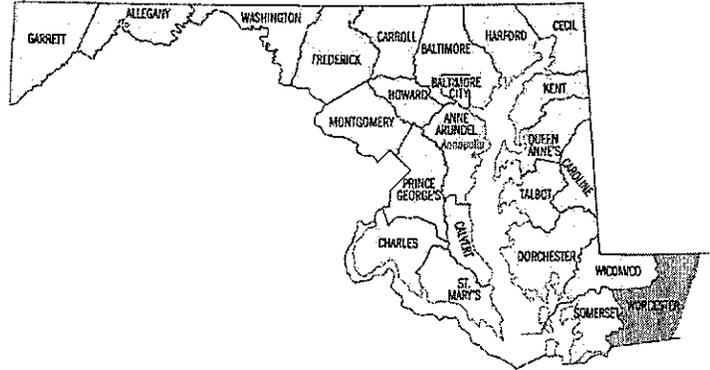
PREPARED FEBRUARY 2020 FOR
WORCESTER COUNTY, MARYLAND

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1 Introduction

This report, prepared for Worcester County, is a companion document to the *Maryland Next Generation 9-1-1 Staffing Study*.



The Maryland Association of Counties (MACo) Emergency Communications Committee (ECC) has undertaken a statewide staffing study of all 24 public safety answering points (PSAPs) within the state to determine preparedness for Next Generation 9-1-1 (NG9-1-1) activities. Critical areas of focus included reviewing staffing, training, retention, shift schedules, and compensation. The City of Baltimore served as the fiduciary.

To support the initiative, Mission Critical Partners, LLC (MCP) partnered with Vision Planning and Consulting, LLC, which is based in Fulton, Maryland. Four regional meetings were held across the state to educate PSAPs about the study and discuss data needed from each agency. Site visits and interviews were conducted at 20 of the 24 PSAPs.¹ In addition, each 9-1-1 Specialist had the opportunity to participate in a brief survey regarding shifts and thoughts regarding NG9-1-1. No one from Worcester County Communications responded to the survey.

2 Background

Worcester County Communications is a division of the Worcester County Department of Emergency Services (DES). "The Worcester County Department of Emergency Services will strive to provide the citizens and visitors to Worcester County and surrounding jurisdictions with professional, efficient and timely responses to request for service. It is our goal to constantly strive for excellence in the field of Public Safety through Emergency Communications and Emergency Management."²

Communications is responsible for answering all emergency and non-emergency calls for service within the county.

Worcester County Communications provides dispatch services to multiple law enforcement, fire and emergency medical services (EMS) agencies. Except for Snow Hill, the other municipalities within the county maintain a dispatch center for law enforcement. Ocean City dispatches law enforcement, fire, and EMS.

¹ Workforce optimization studies had recently been conducted for four PSAPs and no site visits were necessary.

² "Emergency Services." Worcester County, Maryland. <http://www.co.worcester.md.us/departments/emergency>

Table 1: Served Agencies

Law Enforcement	Fire/EMS
Worcester County Sheriff's Office	Pocomoke City Fire Company
Snow Hill Police Department	Stockton Volunteer Fire Company
	Girdletree Volunteer Fire Company
	Snow Hill Volunteer Fire Company
	Newark Fire Company
	Berlin Fire Company
	Showell Volunteer Fire Department
	Bishopville Volunteer Fire Department
	Ocean Pines Volunteer Fire Department

Worcester County Communications has an authorized strength of 24 full-time and one part-time 9-1-1 Specialists and four supervisors.

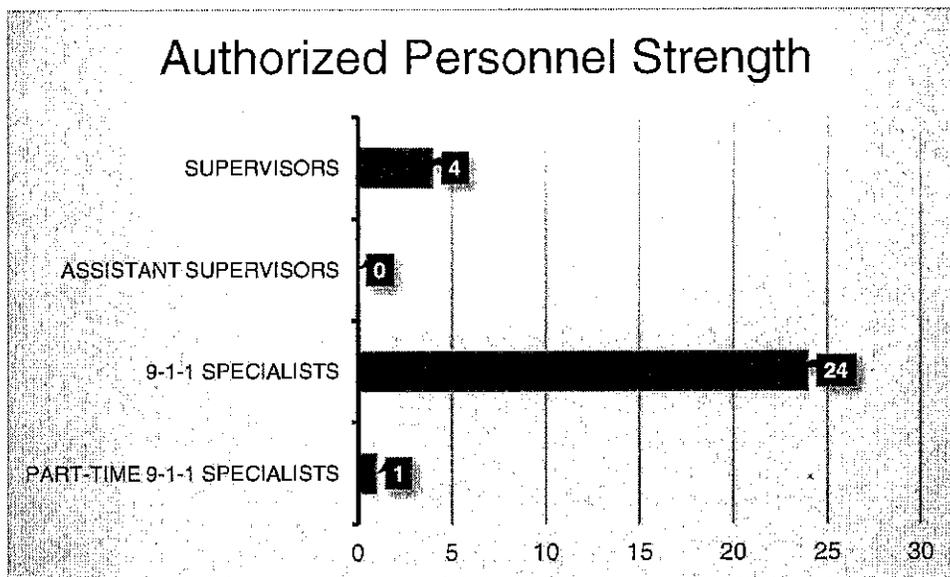


Figure 1: Authorized Strength

Worcester County Communications is designed to operate in a vertical configuration, i.e., there is no division of responsibilities between the call taking and dispatching functions. In a vertical center, a 9-1-1 Specialist handles a call from beginning to end, and at the same time is responsible for dispatching first responders and monitoring radio traffic. The 9-1-1 Specialist may be faced with determining which takes

precedence—handling a call presenting a life-threatening situation or dispatching responders to a potentially life-threatening incident. This is not an easy decision and could be one that exposes the agency to risks. Many centers operate in this configuration, as call and incident volumes do not necessitate the need for horizontal operations, where there is a division of responsibility.

Worcester County Communications uses Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD), and Emergency Police Dispatch (EPD) protocols from the International Academies of Emergency Dispatch (IAED).

Communications operates on 12-hour shifts, with a full day/half day on, half day/two full days off, full day/half day off, half day/two full days on, three full days off. The cycle then repeats. Authorized strength is five 9-1-1 Specialists and one supervisor per shift.

In 2018, 108,993 incoming calls were presented to Worcester County Communications.

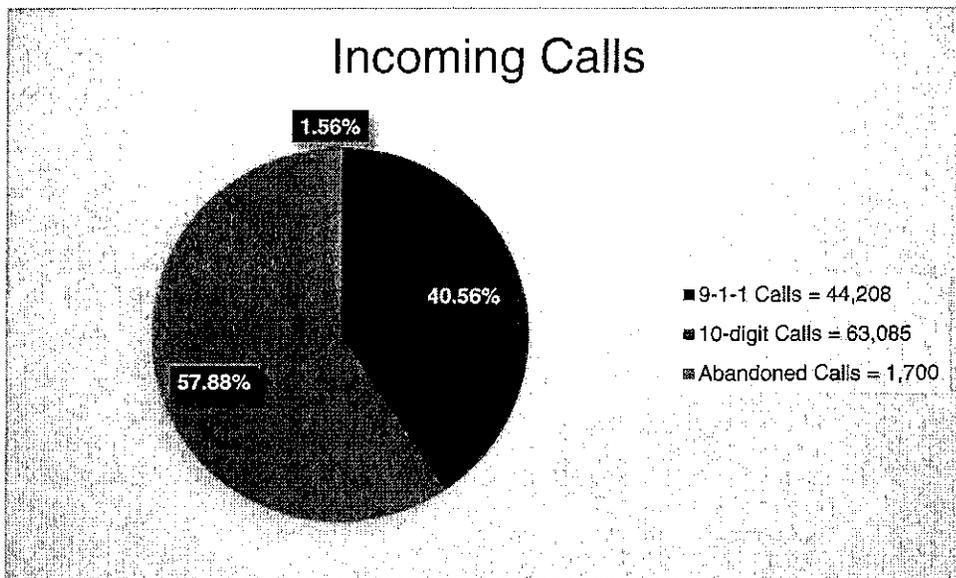


Figure 2: Incoming Calls

Of the incoming calls, 44,208 were received on 9-1-1 lines.

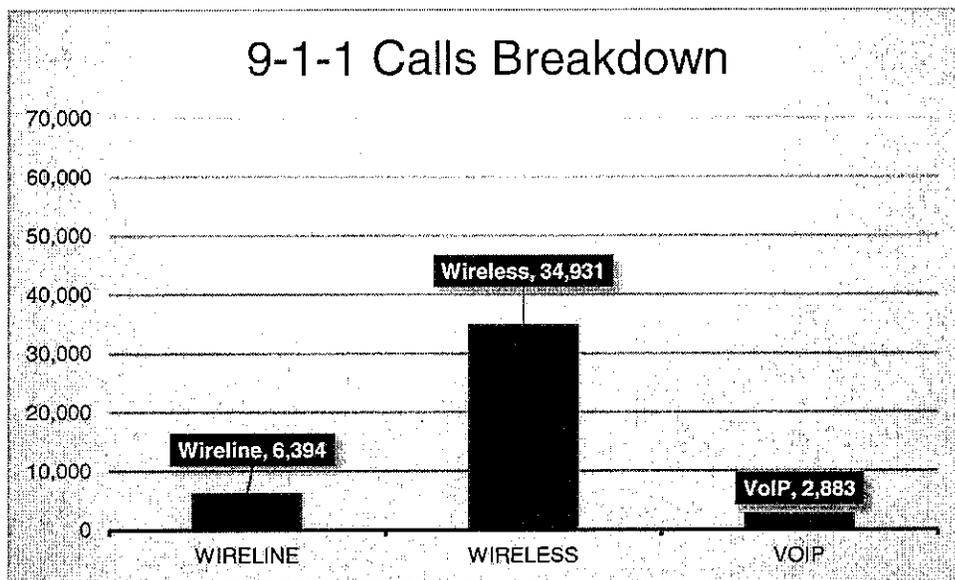


Figure 3: Breakdown of 9-1-1 Calls

3 Staffing

3.1 Call Handling

In Maryland, Code of Maryland Regulation (COMAR), Title 12, Department of Public Safety & Correctional Services, Subtitle 11, Office of the Secretary, Chapter 12.11.03., 9-1-1 Emergency Telephone System, states:

A county or multicounty area shall maintain an enhanced 9-1-1 system that has a sufficient number of call takers and equipment to consistently answer incoming calls on a daily average of 10 seconds or less.

While Maryland has legislation for a call-answering standard, there are also two industry standards for call answering. National Emergency Number Association (NENA) 56-005, *Call Answering Standard/Model Recommendation*, states, "Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) shall be answered within ten (10) seconds during the busy hour (the hour each day with the

greatest call volume, as defined in the NENA Master Glossary 00-001). Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds.”³

National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2019 Edition, Section 7.4.1, states, "Ninety- [sic] percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of alarms shall be answered within 20 seconds.”⁴

As the COMAR requirement is to “consistently answer incoming calls on a daily average of 10 seconds or less,” applying the NENA standard (90 percent within 10 seconds) to all hours of the day aligns with legislation and NFPA, which does not have a busy-hour stipulation. Thus, when evaluating the 9-1-1 Specialists needed to answer incoming 9-1-1 calls, the 90-10 rule is being applied.

To determine the staffing needed to handle the incoming 9-1-1 call volume, calls can be parsed by the hour of the day and evaluated with Erlang C calculations. One relevant factor is the call-processing time (call answer to call disconnect).

For Worcester County Communications, the average processing time is 1 minute, 16 seconds (76 seconds); a 5-second wrap-up time is added to give 9-1-1 Specialists, i.e., those taking calls, time to complete one call before answering the next. Results of the calculations are shown below.

Table 2: 9-1-1 Call Handling

Average Handling Time	76 seconds, plus a 5-second wrap-up
Reporting Period	60 minutes
Required Service Level	90%
Target Answer Time	10 seconds

Hour of Day	9-1-1 Calls (July)	9-1-1 Specialists Needed	9-1-1 Calls (February)	9-1-1 Specialists Needed
0:00	26	3	2	1
1:00	22	2	4	1

³ “9-1-1 Call Answering Standard,” National Emergency Number Association,” June 10, 2006, page 8 of 12. <https://www.nena.org/?page=911CallAnswerStd>

⁴ “NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems,” National Fire Protection Association, 2019. <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221>

Hour of Day	9-1-1 Calls (July)	9-1-1 Specialists Needed	9-1-1 Calls (February)	9-1-1 Specialists Needed
2:00	24	2	2	1
3:00	16	2	1	1
4:00	10	2	1	1
5:00	11	2	1	1
6:00	13	2	6	2
7:00	17	2	7	2
8:00	25	3	6	2
9:00	31	3	7	2
10:00	39	3	7	2
11:00	38	3	12	2
12:00	38	3	10	2
13:00	39	3	9	2
14:00	43	3	7	2
15:00	41	3	9	2
16:00	41	3	8	2
17:00	39	3	7	2
18:00	39	3	5	2
19:00	37	3	6	2
20:00	35	3	6	2
21:00	32	3	4	1
22:00	31	3	4	1
23:00	29	3	4	1

During the busy summer months, when tourism peaks, call volume increases drastically from the winter months. As call volume varies, so does staffing. Seventeen hours a day, three 9-1-1 Specialists need to be available to answer 9-1-1 calls for Worcester County Communications to meet state and industry standards; the other hours, two 9-1-1 Specialists need to be available. As law enforcement tends to have the highest incident volume, many of the incoming calls are likely transferred to the dispatch centers. In the winter months, fewer 9-1-1 Specialists need to be available.

The same premise of parsing calls can be applied to 10-digit lines, but the parameters change as no need exists to answer these calls with the same level of service. It is reasonable to think that staffing should be such that 80 percent of calls on 10-digit lines are answered within 30 seconds. MCP acknowledges that some emergency calls are received on 10-digit lines, many of which are designated internally as such; however, 9-1-1 Specialists are familiar with those lines and give them priority over non-emergency lines. In addition, the call volume on non-emergency lines exceeds those on emergency 10-digit lines. Thus, for these calculations, the 80-30 rule is applied to all 10-digit incoming calls.

Table 3: 10-digit Call Handling

Average Handling Time	67 seconds
Reporting Period	60 minutes
Required Service Level	80%
Target Answer Time	30 seconds

Hour of Day	10-digit Calls (June)	9-1-1 Specialists Needed	10-digit Calls (February)	9-1-1 Specialists Needed
0:00	16	2	2	1
1:00	14	1	3	1
2:00	14	1	1	1
3:00	10	1	1	1
4:00	7	1	1	1
5:00	7	1	1	1
6:00	10	1	1	1
7:00	15	2	6	1

Hour of Day	10-digit Calls (June)	9-1-1 Specialists Needed	10-digit Calls (February)	9-1-1 Specialists Needed
8:00	23	2	5	1
9:00	25	2	5	1
10:00	29	2	5	1
11:00	28	2	9	1
12:00	27	2	7	1
13:00	27	2	6	1
14:00	31	2	5	1
15:00	30	2	7	1
16:00	26	2	6	1
17:00	25	2	5	1
18:00	24	2	3	1
19:00	24	2	5	1
20:00	21	2	5	1
21:00	19	2	3	1
22:00	20	2	2	1
23:00	20	2	2	1

As with 9-1-1 calls, there is a drastic difference between the tourist season and the off-season. Two 9-1-1 Specialists need to be available most of the time to meet defined parameters, with one during the winter months.

When combined with the 9-1-1 call data, this suggests five 9-1-1 Specialists should be available during the busiest hours of the day to answer incoming calls, dropping to three or four (or less) other hours of the day, depending on the season. As these calculations do not consider the other responsibilities that 9-1-1 Specialists have, such as dispatching responders in a vertical configuration, more 9-1-1 Specialists likely will need to be available to meet the defined parameters.

Some 10-digit calls may not be answered as quickly or may get placed on hold while an incoming emergency line is answered, or an incident is dispatched. While these calls are important, they are not as important as emergency calls; thus, the calls can have a longer ring or hold time.

With an average answer time of three seconds for 9-1-1 calls, standards are being met with the current operational configuration. However, MCP encourages Worcester County Communications, if not already doing so, to explore dedicated call takers on each shift to alleviate some of the burden of vertical operations.

These calculations are not representative of shift-relief factors. These calculations strictly represent the number of personnel that must be available any given hour to answer incoming calls to meet the identified parameters. How the agency accomplishes this is up to the agency. However, staffing one position 24 hours a day, 7 days a week (24 x 7), based on NENA calculations⁵ requires 5.5 full-time equivalents, without attrition, as indicated in the table below. With attrition, six full-time equivalents are needed.

Table 4: Coverage Staffing

FTEs for Coverage		
A	1	Total number of console positions to be covered
B	24	Number of hours per day that need to be covered
C	7	Number of days per week that need to be covered
D	52	Number of weeks per year that need to be covered
E	8,736	Total Hours needing coverage (A x B x C x D)
Telecommunicator Availability:		
F	1,582.78	True Availability per Telecommunicator
FTEs Needed:		
G	5.5	FTE base estimate (FTE) = E / F
H	13.6%	Attrition Rate ⁶
I	6.3	FTEs required to accommodate turnover

This may assist the County in determining appropriate staffing. Keep in mind though that cross-trained personnel may lower staffing requirements slightly. Also, an appropriately staffed center often recognizes efficiencies in operations, and likely will not need to staff to accommodate the full attrition rate.

⁵ Worcester County Communications was unable to provide actual leave data. Based on the accrual rates, an average of 94 hours of annual, 112 hours of holiday, 80 hours of sick leave, and 48 hours of personal leave was used. Higher or lower usage will affect staffing requirements.

⁶ The attrition rate is based on 2018 statistics as three years of data was not available.

3.2 Retention

Worcester County Communications' attrition rate in 2018 was 13.6 percent, for a retention rate of 86.4 percent. In today's environment of staffing shortages in many PSAPs across the country, this retention rate is on par with many agencies of similar size within the state.

Additional information on retention can be found in the *Maryland Next Generation 9-1-1 Staffing Study*.

3.3 Span of Control

Appropriate and focused supervision of operational personnel is critical. NFPA 1221, Section 7.3.4, states, "Supervision shall be provided when more than two telecommunicators are on duty."⁷ Unfortunately, there is no industry standard for employee-supervisor ratios.

The Department of Homeland Security (DHS), coordinating with federal, state, and local governments established the National Incident Management System (NIMS). The Incident Command System (ICS), which falls under the Command and Coordination element of NIMS, previously required a supervisor when there are between three and seven persons performing similar functions, with the optimal span of control being five. The new guidance regarding span of control is how many people can be effectively managed, leaving it up to each agency to determine the number.

Maintaining an appropriate span of control ensures effective management by enabling supervisors to direct and supervise subordinates and to communicate with and manage resources.

The International Customer Management Institute (ICMI) notes, "In contact centers, somewhere between 8 and 12 agents per supervisor makes sense in many centers. But a 5:1 or 20:1 ratio may be equally justifiable – there's simply no alternative to understanding your own unique environment and making a decision that is right for you."⁸

ICMI also notes trends that drive span of control up or down.

⁷ "NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems," National Fire Protection Association, 2019. <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221>

⁸ "Staff to Supervisor Ratio." ICMI. <https://www.icmi.com/resources/2012/Staff-to-Supervisor-Ratio>

Table 5: Span of Control

Raises Span of Control	Lowers Span of Control
Budget constraints	Growing complexity of contacts
Growing workloads	More monitoring and coaching, more extensively
Growth of teams	
Lower turnover	

MCP concurs with the 8 to 12 staff per one supervisor but encourages Worcester County Communications to define its own requirements. Currently Worcester County Communications is within defined parameters and meets the industry standard for providing supervision when more than two telecommunicators are on duty.⁹

Additional information on span of control can be found in the *Maryland Next Generation 9-1-1 Staffing Study*.

4 Shift Schedules

Worcester County Communications operates on 12-hour shifts, with a full day/half day on, half day/two full days off, full day/half day off, half day/two full days on, three full days off. The cycle then repeats.

MCP conducted an optional online survey of all 9-1-1 Specialists within the state; two questions pertained to shift preferences. The first question asked about shift length (8-, 10-, 12- or 24-hour), while the second asked about shift schedules (on/off days, permanent/rotating). No one from Worcester County Communications responded to the survey.

Additional information on shift schedules can be found in the *Maryland Next Generation 9-1-1 Staffing Study*.

⁹ "NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems," National Fire Protection Association, 2019. <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221>

5 Recruiting and Training

5.1 Recruiting

Worcester County Human Resources is responsible for advertising all open job opportunities within the County, including openings within Worcester County Communications. Open positions are advertised on the County's website and Facebook page, and on job search websites. Staff members learned about job vacancies through a variety of sources including the internet, word of mouth, and from a class.

Communications' recruiting efforts were rated between below average and average, indicating more could be done to inform the public when there are open positions.

Additional information on recruiting can be found in the *Maryland Next Generation 9-1-1 Staffing Study*.

5.2 Training

Classroom training ratings varied from below average to average and above average, while most staff members rated the on-the-job training as average. In general, classroom training was helpful in teaching them what they needed to know; however, many believe that on-the-job training was more effective.

Continuing education was adequate; however, the lack of ICS training and structured education was mentioned.

6 Career Paths

There are limited career enhancement or promotional opportunities within Communications. Authorized positions with Communications include Emergency Communications Trainee, Communications Clerk I, Communications Clerk II, and Communications Clerk III.

The current job roles and responsibilities within Worcester County Communications are described below.

- Emergency Communications Trainee
 - This individual is responsible for receiving all calls for emergency services, which includes radio and telephones, and reports to their immediate shift supervisor or PSAP Manager but is ultimately responsible to the DES Director.
- Communications Clerk I
 - This individual is responsible for receiving all calls for emergency services, which includes radio and telephones, and reports to their immediate supervisor, but is under the direct supervision of the DES Director.

- Communications Clerk II
 - This individual is responsible for receiving all calls for emergency services, which includes radio and telephones, and reports to their immediate supervisor, but is under the direct supervision of the DES Director.
- Communications Clerk III
 - This individual is responsible for the day-to-day operation and supervision of the Emergency Communications Trainees and Communications Clerk I's and II's, keeping records and administrating clerical duties, and reports to the PSAP supervisor and/or assistant director, but is under the direct supervision of the DES Director.

Communications Clerk I's will be considered for advancement to the Clerk II position after three years of service and having successfully shown above average performance.

Communications Clerk II's may be considered for a Clerk III position as budgeted positions become available.

Additional information on career paths can be found in the *Maryland Next Generation 9-1-1 Staffing Study*.

7 NG9-1-1 Preparedness Current State

This report, which is a companion document to the *Maryland Next Generation 9-1-1 Staffing Study*, culminates in a graphical representation of the current state of NG9-1-1 preparedness within Worcester County based on the multivariate data collected. MCP's proprietary Model for Advancing Public SafetySM (MAPSSM) uses content-assessment categories to provide a snapshot of the current environment compared with national standards and best practices.¹⁰ The factors described below were examined.

¹⁰ All assessment category scores are based on a one to ten scale, with ten being the top score, indicating full compliance with national standards and best practices.

NG9-1-1 Planning – The agency has a robust documented and functioning governance structure and future planning efforts that support the transition to NG9-1-1 and operations post-implementation.

i3 Routing and Functional Elements – The agency is operating a state or regional NG9-1-1 solution.

ESInet – The agency is operating a statewide or regional Emergency Services Internet Protocol (IP) Network (ESInet) solution.

Call-Handling Equipment – The agency is operating i3-capable call-handling equipment (CHE).

Security – The agency has a proactive cybersecurity plan and actively monitors for threats and vulnerabilities.

Operations – The agency has established operational processes and procedures for NG9-1-1.

GIS – The agency has a well-documented and -supported geographic information system (GIS) data management workflow that ensures high quality, timely updates to spatial data that complies with standards necessary to support NG9-1-1.

Staffing – The agency has authorized full-time staffing to handle incoming calls for service.

Training – The agency's training meets any state standards; state standards align with or exceed the minimum training guidelines from the National 911 Program and other national standards specific to NG9-1-1.

Quality Assurance – The quantity of quality assurance/quality improvement (QA/QI) reviews, as well as components of review, meet or exceed national standards (or vendor standards for certain products).

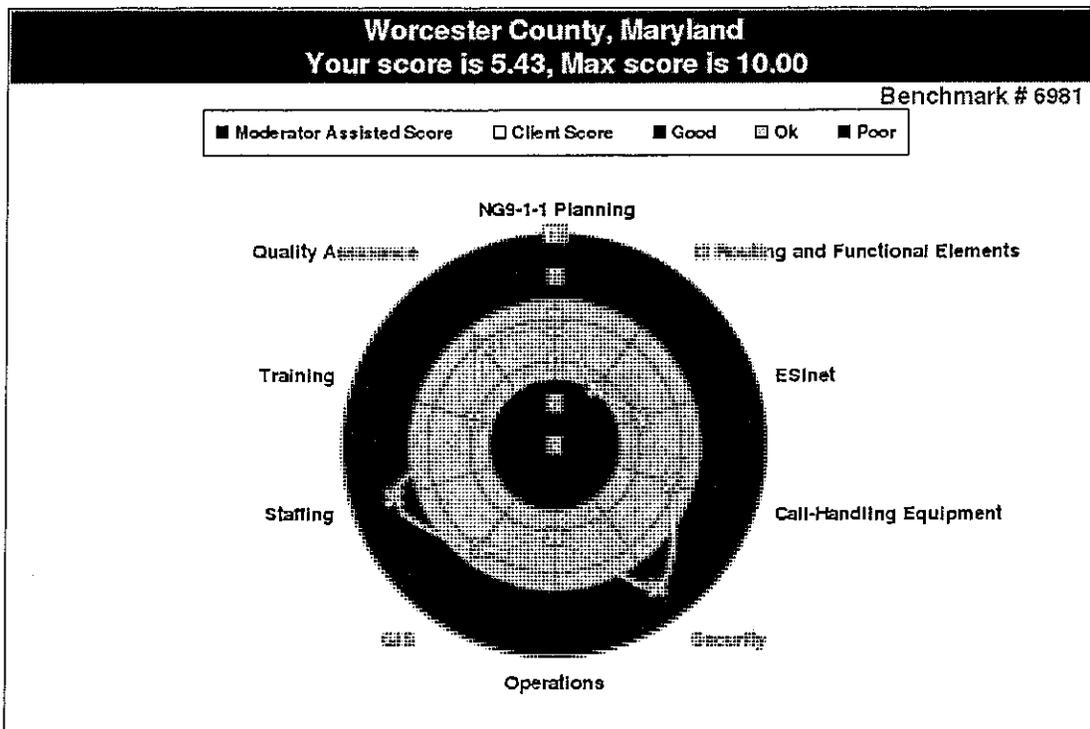


Figure 4: Worcester County MAPS

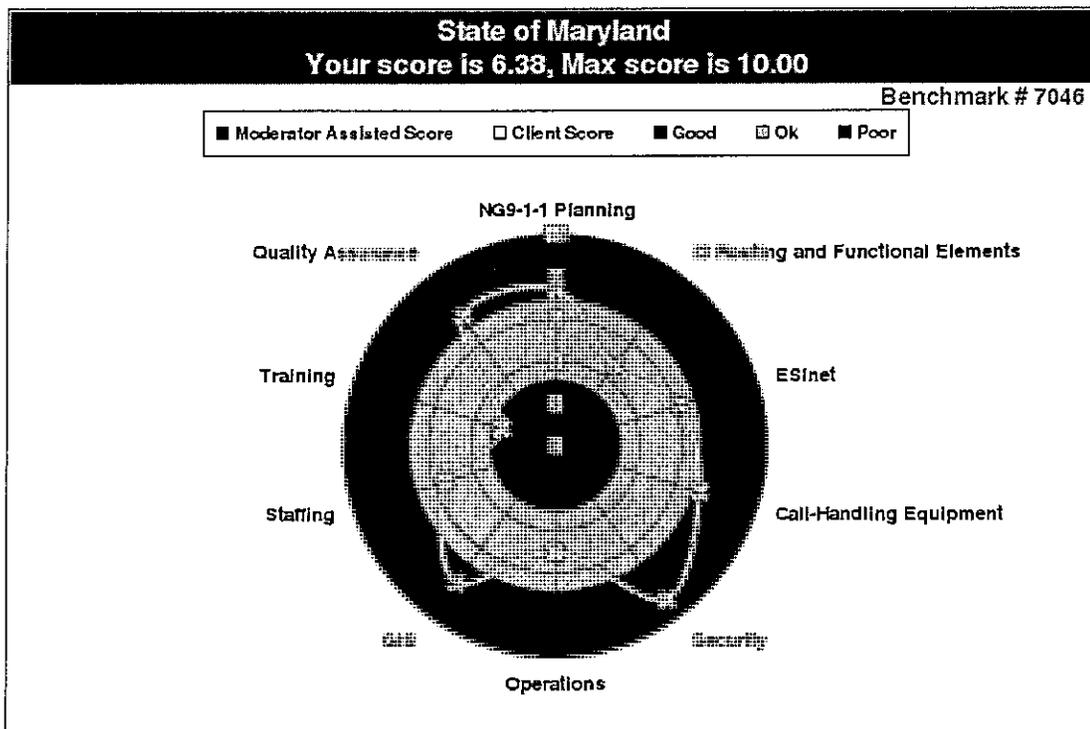
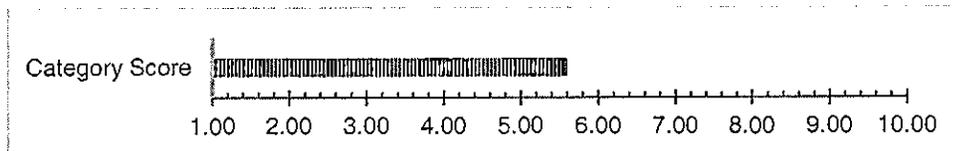


Figure 5: State of Maryland MAPS (Cumulative)

7.1 NG9-1-1 Planning

Governance, in an NG9-1-1 environment, provides the agency with the ability to implement and operate in a next-generation environment. It is crucial to have a governance plan in place given that an improper governance structure may impede not only the transition to NG9-1-1 but also post-implementation operations. The score in this assessment category is mainly due to the lack of a documented plan or policy. While the County is in the initial stages of an NG9-1-1 implementation, documentation to support both the implementation and post-implementation operations currently does not exist.

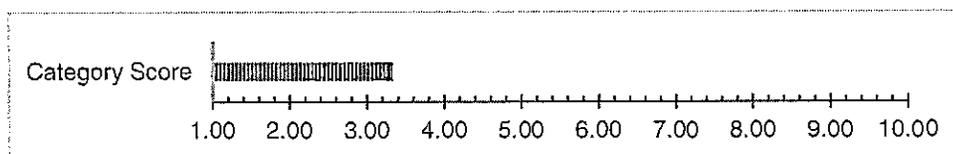


Worcester County DES first should develop a strategic plan for the implementation of an NG9-1-1 environment to include a vision, mission, and metrics/measures to achieve NG9-1-1 operations. Worcester County should develop and implement a local resolution supporting NG9-1-1 and granting authority and the governance structure for an NG9-1-1 environment. A communications plan—specifically to communicate information about the transition to NG9-1-1 and subsequent operations with outside agencies, the public, and other public safety stakeholders—also should be developed and socialized throughout County government. Finally, operational and capital budgets and funding mechanisms should be evaluated to ensure that appropriate funding exists not only to procure but to operate in an NG9-1-1 environment long term, to include technology, operations, and staffing.

7.2 i3 Routing and Functional Elements

i3 routing and next-generation functional elements are the backbone of NG9-1-1 technology. This equipment provides for the physical operation of the system, including Next Generation Core Services (NGCS). Technology can be one of the more limiting factors in an NG9-1-1 implementation—without the appropriate technology in place, implementation cannot proceed beyond the planning stages.

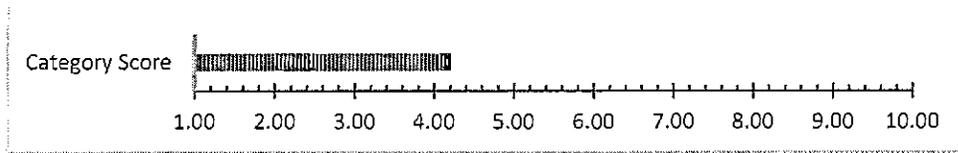
The score in this assessment category indicates an environment that is in the early stages of being made ready for implementation. The County has procured and is operating an i3-capable CHE solution.



The biggest aspect of this element of NG9-1-1 implementation that is not met revolves mainly around the fact that the ESInet is not yet in place. Outside of procurement and implementation of the ESInet, including integration with additional data repositories, there are no recommendations for this assessment category.

7.3 ESInet

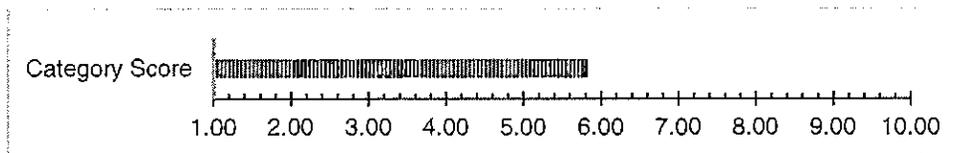
The ESInet is the state or regional IP-based network that allows calls made to 9-1-1 to be delivered to the PSAP in a digital format. The ESInet is at the core of NG9-1-1, providing the delivery method for 9-1-1 calls using fiber-optic and other broadband connections versus the analog method using copper wire 9-1-1 tandems. As is the case with most counties in Maryland, the ESInet is not yet implemented in Worcester County. The score in this assessment category is mainly due to an ESInet not yet in place.



The County is in the process of procuring an ESInet solution; however, a vendor has yet to be selected. Installation and implementation of the ESInet alone will significantly increase the score for this assessment category. To prepare for implementation, Worcester County DES should develop appropriate network diagrams of all public safety networks. This will facilitate installation of appropriate cybersecurity measures in advance of NG9-1-1 implementation. A change-management process should be developed for initiating changes in accordance with the *Next Generation 911 (NG911) Interstate Playbook*¹¹ published by the National 911 Program Office.

7.4 Call-Handling Equipment

Worcester County Communications' CHE is a key component in the NG9-1-1 environment. Analog technologies rapidly are becoming a thing of the past as the nation's major telephone carriers migrate away from copper-line networks. This key component of 9-1-1 call delivery can be a stumbling block for many jurisdictions financially, technologically, and/or operationally when implementing NG9-1-1. Older analog technology may not be capable of processing the available features of an NG9-1-1 call, thus eliminating much of the information that may be available to a 9-1-1 Specialist. The score in this assessment category is mainly due to technological limitations not within the County's control.



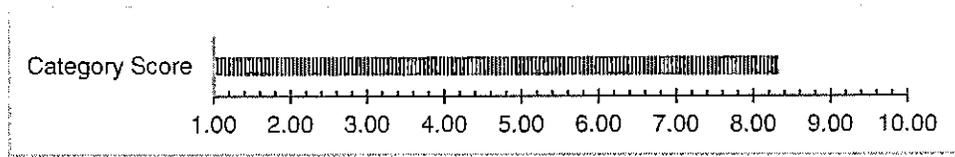
The County is currently operating a Motorola Solutions VESTA CHE platform. The most current software release commercially available supports an integrated text-to-9-1-1 application. The current software release does not support real-time text (RTT) messages or outbound text messages (i.e., texts from 9-1-1). While not in the County's control, these capabilities will be available in a future software release. Worcester

¹¹ Next Generation 911 Interstate Playbook. 911.gov. https://www.911.gov/project_nextgeneration911interstateplaybook.html

County Communications' audio recording solution, Verint, is not i3-compliant and needs to be upgraded. To prepare for NG9-1-1 implementation, Communications should upgrade its audio recording solution to a digital, NG9-1-1-capable platform as soon as practical.

7.5 Security

Cybersecurity is of great importance for all broadband-enabled devices and networks. NG9-1-1 systems, in particular the ESInet, are no different and, in fact, command greater importance regarding cybersecurity. The number of cyberattacks already perpetrated against corporations and public safety entities the world over is staggering; with each passing year, the number of these attacks continues to grow as does the severity of the attacks.¹² The score in this category indicates a fairly robust cybersecurity investment.

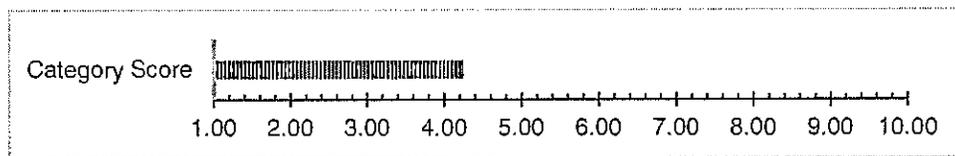


Worcester County currently has physical security measures in place, such as keycard access to critical infrastructure. A cybersecurity assessment has been conducted, with deficiencies reported to Worcester County Information Technology (IT); a plan for correcting these deficiencies is in place. Communications performs no cyber risk mitigation at present.

To further enable the County to protect itself against future cyberattacks, PSAP management should collaborate with County IT to create and implement a plan for correcting future deficiencies or attacks.

7.6 Operations

Having an operational state that supports the implementation of NG9-1-1 is one of the key factors to a successful implementation. Policies and training must exist that support both transitional and end-state NG9-1-1. Having appropriate staff support for NG9-1-1 is also crucial—many PSAP managers and administrators already are overwhelmed, wearing multiple hats each day. Without proper support, the needed tasks that are essential to the proper function of the NG9-1-1 environment may have to be added to an already overworked staff member. There is then a risk that these tasks are not completed in a timely manner, or at all. The County's score in this category is largely because plans have not been established and appropriate staff support does not exist.



¹² "110 Must-Know Cybersecurity Statistics for 2020." Varonis. <https://www.varonis.com/blog/cybersecurity-statistics/>

Another important aspect of planning for NG9-1-1 implementation is the presence of a continuity of operations plan (COOP). A COOP, specific to NG9-1-1, will establish guidelines that can be enacted if the ESInet or local equipment fails, or if the PSAP must be evacuated for any reason. It is crucial that 9-1-1 Specialists and administrators know the precise steps to undertake if one of these untimely events should occur. Not only must COOPs exist, but all personnel must be trained on the plan's contents, and the plan must be exercised and updated regularly.

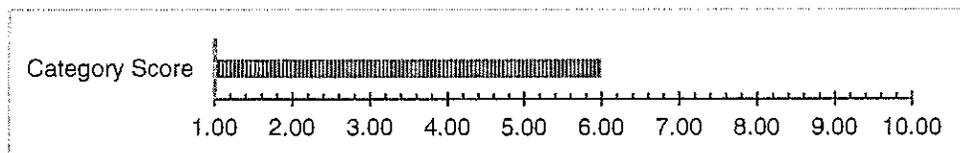
The County should begin the planning process for NG9-1-1 implementation as soon as possible. This includes the creation of policies and procedures to support NG9-1-1 operations, and an appropriate COOP, which should include orders of succession and appropriate emergency procedures, as well as employee training and exercising of the plan.

7.7 GIS

9-1-1 call routing in an NG9-1-1 environment is based entirely on GIS information, versus the legacy method of using tabular Master Street Address Guide (MSAG) and automatic location identification (ALI) records. To maintain mission-critical-grade GIS data, NENA's *Standard for NG9-1-1 GIS Data Model* states:

It is strongly advised that one go through the process of standardizing and synchronizing their existing GIS data with their MSAG and ALI as described in NENA Information Document for Synchronizing Geographic Information System Databases with MSAG & ALI (NENA 71-501) ... NENA recommends the MSAG and GIS data reach a 98% or greater match rate, with an option of matching with ALI, before using GIS data for NG9-1-1.¹³

The score in this category indicates room for improvement prior to NG9-1-1 implementation.



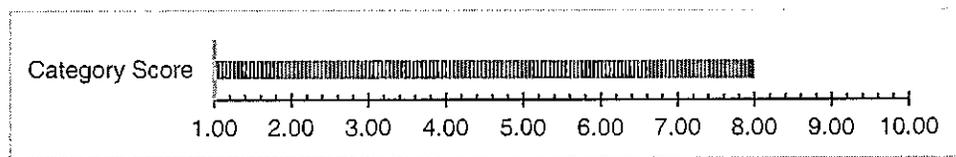
Worcester County Communications already has met with surrounding counties to develop PSAP boundaries that are as accurate as possible. A process for collection, coalescence, quality control, and submittal of GIS data to a spatial interface is not in place or under development. Local GIS capabilities may be insufficient to support NG9-1-1 implementation and continued operations. The PSAP relies on County

¹³ "NENA Standard for NG9-1-1 GIS Data Model." National Emergency Number Association. https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006_ng9-1-1_gis_dat.pdf

GIS resources, when they are available, to support PSAP operations. Due to the time sensitivity of correcting GIS errors in an NG9-1-1 environment (or risk misrouting of 9-1-1 calls to the incorrect PSAP), Worcester County should provide direct support to the PSAP with a full-time employee. This position does not have to be dedicated solely to GIS and can be a hybrid position that serves other purposes within the PSAP, providing the requisite skillset exists (e.g., IT/network technician, operations manager, or similar position). Due to the multitude of responsibilities already in place, training existing personnel for GIS responsibilities, rather than a dedicated position, is not recommended. It is appropriate, however, to provide GIS training to administrative staff to serve as backup to a GIS position.

7.8 Staffing

Staffing in an NG9-1-1 environment is an unknown and will remain so until NG9-1-1 implementation is complete and the effect on workload is better understood. What is known is that additional capabilities and data that could be transmitted to a PSAP—such as videos of a crime or a building on fire, or images of a suspected criminal or vehicle accident—already exist. How PSAPs choose to approach the data that will be available, as well as the associated tasks, will be up to each agency unless a statewide approach is taken.

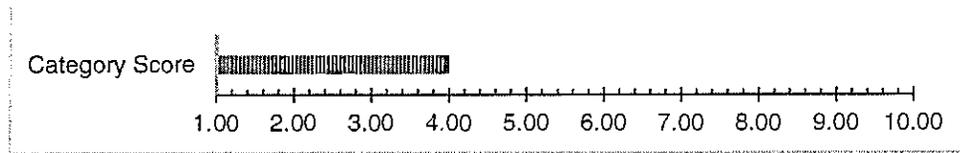


The largest issue surrounding staffing for Worcester County Communications is the realization by both administration and 9-1-1 Specialists that the workload of the PSAP has and continues to increase while staffing levels remain flat. Communications is authorized for 24 9-1-1 Specialists, with two vacancies, and four supervisors. Due to the additional job requirements, the total number of personnel, both authorized as well as the number of staff on duty, may be insufficient. Additional operational support positions may be needed for QA, training, and administrative assistance. Worcester County Communications should consider conducting a workforce optimization study to determine operational needs prior to the implementation of NG9-1-1; the study could address other issues, such as recruiting and hiring practices, that affect overall staffing. Left unchecked, current problems with staffing may well be exacerbated following the implementation of NG91-1.

Worcester County also should consider carefully the future implementation of additional data in the PSAP, such as videos and images, and the effect that will have on PSAP personnel. The decision regarding whether 9-1-1 Specialists will view multimedia data lies with the locality; however, if the agency determines that 9-1-1 Specialists will not view this data, decisions must be made as to who will have responsibility—whether it be inside (e.g., an “analyst” position) or outside (e.g., law enforcement or fusion center) the agency. If inside, a position or positions must be staffed appropriately. This decision may have a fiscal impact on the locality and require specific long-term budget processes to be followed in advance.

7.9 Training

The success, or failure, of a 9-1-1 Specialist is based in part on the training that one receives. This includes initial new-hire training, on-the-job training, and continuing education. This also holds true for implementing NG9-1-1. The success or failure of this endeavor will be defined in part by the training that is provided to 9-1-1 Specialists, support staff, administrators, and other appropriate County staff. The score in this category is largely because NG9-1-1 training does not exist.



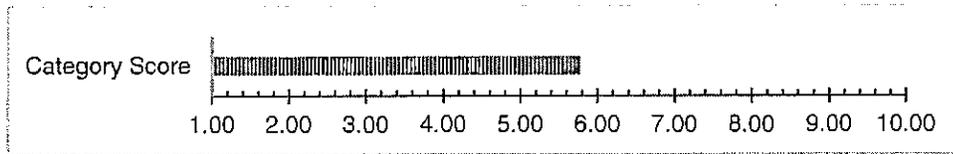
A set of regulated training requirements is prescribed within COMAR and Worcester County Communications meets these current requirements with all personnel.¹⁴ Administrative staff have begun to receive NG9-1-1 education, but none has been provided to 9-1-1 Specialists. Training to introduce the basic concepts of NG9-1-1 should be provided to 9-1-1 Specialists so that all personnel begin the NG9-1-1 implementation process with the same foundational knowledge. More-specific training necessary for the operation of new technology then can be provided nearer to the NG9-1-1 go-live date. The potential for change with an NG9-1-1 implementation, given the fact that images and videos may be received in the PSAP, requires that 9-1-1 Specialists and administrators alike receive as much training prior to implementation as possible. Worcester County Communications should establish a training plan to create or deliver appropriate NG9-1-1 training to all personnel. Due to the real potential for 9-1-1 Specialists to experience additional stress when viewing images or videos of crime scenes or other potentially traumatic situations, additional stress training should be provided as soon as practical, as well as on an ongoing basis. It is not known how these, and other forms of additional data, may affect 9-1-1 Specialists, making stress education essential to help lessen the cumulative effects.

7.10 Quality Assurance

Worcester County Communications utilizes protocols from the IAED for all incoming 9-1-1 calls. An appropriate QA/QI program is an essential component when using a protocol system. The process of conducting quality audits, or the systematic review of telephone and incident recordings, is required by APCO¹⁵/NENA ANS 1.107.1-2015, *Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points*, if adopted. The IAED also requires QA reviews as part of its accreditation process.

¹⁴ COMAR has not yet been updated to include NG9-1-1 education requirements.

¹⁵ Association of Public-Safety Communications Officials-International



The QA process in Worcester County is informal, with calls reviewed randomly each week; feedback is not provided in a timely manner, usually within one to two weeks. Radio dispatches are not reviewed under the current system. Aggregate QA results are not used to create individual continuing education but are used to create PSAP-wide continuing education on an as-needed basis. A workforce optimization study can help determine support needs prior to the implementation of NG9-1-1.

Additional information on QA can be found in the *Maryland Next Generation 9-1-1 Staffing Study*.

8 Path Forward

In the online survey, staff were asked three questions about NG9-1-1, with a selection of responses.

Do you understand what NG9-1-1 entails?	Do you believe you understand the ways that NG9-1-1 will impact your job duties?	On a scale of 1-5, how prepared do you believe you are for the transition to NG9-1-1?
No Somewhat Unsure Yes	No Somewhat Unsure Yes	1 – Completely Unprepared 2 – Not Very Prepared 3 – Somewhat Prepared 4 – Prepared 5 – Completely Prepared

No one from Worcester County Communications responded to the survey.

From onsite interviews, it was learned that many staff members are not comfortable responding to 9-1-1 text messages and believe there will be changing lingo and abbreviations to which they would need to adjust. Potential call volume increases from text messaging concerned a few staff members. Staff members expressed concern with text messages as one cannot accurately gauge the emergency nature of a situation from text only. Someone may be panicking; someone else may be calm in a serious situation. There already is an issue with deactivated cell phones calling 9-1-1; NG9-1-1 may add accidental calls to the workload.

Some staff members are comfortable receiving video but are concerned with the interaction if two-way. Most staff indicated the need for more training sessions to be formally introduced to NG9-1-1.

At the cusp of change and the migration to NG9-1-1, there are some concerns that need to be addressed; yet the concerns are the same as other 9-1-1 centers in the state and nation are facing. While there is a lot of uncertainty as to what NG9-1-1 will bring to PSAPs, there is a lot being done in Maryland to ensure a smooth and successful migration. Recommendations, found in Appendix A, have been made to improve operations for the transition to NG9-1-1. In addition to the recommendations provided, actions that may be taken to improve NG9-1-1 preparedness can be found in the *Maryland Next Generation 9-1-1 Staffing Study*.

Fundamental changes in operations will create excitement for some; but the excitement may become overshadowed by the identified risks. Staff may be apprehensive about changes that will be inevitable during the implementation of NG9-1-1 technologies and new media. Experience shows that open and direct lines of communication can lessen the fear of change.

Appendix A – Recommendations

Recommendation	Metrics	Outcome
Begin to review all policies and procedures to determine necessary revisions for the NG9-1-1 environment	<ul style="list-style-type: none"> Review policies and procedures and compare them with NG9-1-1 use cases 	<ul style="list-style-type: none"> Policies and procedures are in place to withstand the transition to and sustainment of NG9-1-1
Determine how, if at all, Worcester County Communications will handle images and video	<ul style="list-style-type: none"> Review needs and determine a path forward 	<ul style="list-style-type: none"> A plan is in place and necessary resources can be acquired
Consider how text and data interactions will go through a QA process	<ul style="list-style-type: none"> Review needs and determine a path forward 	<ul style="list-style-type: none"> A plan is in place and necessary resources can be acquired
Develop a strategic plan for the implementation of an NG9-1-1 environment	<ul style="list-style-type: none"> Strategic plan includes vision and mission statements Strategic plan includes metrics to achieve NG9-1-1 operation 	<ul style="list-style-type: none"> NG9-1-1 operation is achievable and sustainable
Develop and implement a local resolution supporting NG9-1-1	<ul style="list-style-type: none"> Develop a local resolution supporting NG9-1-1, including authority and governance structure for NG9-1-1 environment 	<ul style="list-style-type: none"> NG9-1-1 operation is achievable and sustainable
Develop a communications plan, specifically to communicate information about the transition to NG9-1-1	<ul style="list-style-type: none"> Communications plan provides information about transition to NG9-1-1 and subsequent operations Communications plan is provided to outside agencies, the public, and public safety partners Communications plan is socialized throughout County government 	<ul style="list-style-type: none"> NG9-1-1 operation is achievable and sustainable

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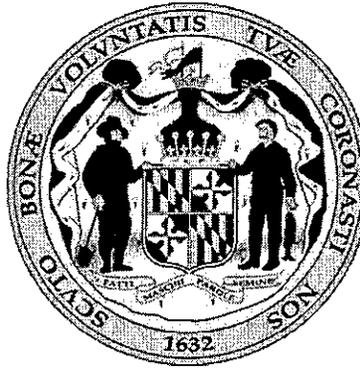
Recommendation	Metrics	Outcome
Evaluate operational and capital budgets and funding mechanisms	<ul style="list-style-type: none"> • Ensure appropriate funding exists to procure NG9-1-1 environment • Ensure appropriate funding exists to operate in an NG9-1-1 environment long term, including technology, operations and staff resources 	<ul style="list-style-type: none"> • NG9-1-1 operation is achievable and sustainable
Implement an ESInet solution	<ul style="list-style-type: none"> • Develop appropriate network diagrams for existing and future public safety IP networks • Work with selected vendor to implement a functional ESInet and NGCS 	<ul style="list-style-type: none"> • NG9-1-1 operation is achievable and sustainable
Upgrade audio logging solution, if required, to support NG9-1-1	<ul style="list-style-type: none"> • Implement a digital logging solution capable of recording NG9-1-1 "calls" 	<ul style="list-style-type: none"> • NG9-1-1 operation is achievable and sustainable
Develop and implement a security plan	<ul style="list-style-type: none"> • Plan addresses all deficiencies previously documented 	<ul style="list-style-type: none"> • All public safety critical infrastructure is secure from threats
Implement an NG9-1-1 operational state	<ul style="list-style-type: none"> • Develop and implement NG9-1-1 policies and training • Evaluate operations, administrative and support staffing needs, and develop plan to staff appropriate positions • Develop, train and implement a PSAP-specific COOP (to include NG9-1-1 operations) • Develop, train, and exercise orders of succession (may be included with COOP development process) 	<ul style="list-style-type: none"> • NG9-1-1 operation is achievable and sustainable
Increase GIS support for NG9-1-1 operations	<ul style="list-style-type: none"> • Provide GIS support to the PSAP with a dedicated employee 	<ul style="list-style-type: none"> • GIS issues can be corrected within 24-48 hours to avoid 9-1-1 call misrouting

9/11

Recommendation	Metrics	Outcome
Consider a workforce optimization study	<ul style="list-style-type: none"> • Determine appropriate hiring and retention processes • Determine appropriate number of operations, administrative, and support staff for the PSAP • Give adequate study and consideration to how images, video and other forms of data will be processed by the PSAP 	<ul style="list-style-type: none"> • NG9-1-1 operation is achievable and sustainable
Develop an NG9-1-1 training plan	<ul style="list-style-type: none"> • Develop and implement baseline NG9-1-1 training for all personnel • Develop and implement specific NG9-1-1 training during implementation phase (prior to go-live) 	<ul style="list-style-type: none"> • NG9-1-1 operation is achievable and sustainable
Conduct QA program within national and vendor guidelines	<ul style="list-style-type: none"> • Implement a formal QA program in accordance with national standards and vendor specifications • Conduct call and radio dispatch reviews weekly, and provide feedback to personnel within 1-2 shifts after the call 	<ul style="list-style-type: none"> • NG9-1-1 operation is achievable and sustainable

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Tab 2



MissionCriticalPartners

Because the Mission Matters

Maryland Next Generation 9-1-1 Staffing Study

Final Report

PREPARED FEBRUARY 2020 FOR
THE MARYLAND ASSOCIATION OF COUNTIES (MACo)
EMERGENCY COMMUNICATIONS COMMITTEE

MissionCriticalPartners.com

State College Office | 690 Gray's Woods Blvd. | Port Matilda, PA 16870 | 888.8.MCP.911 or 888.862.7911

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1 Background

Each year, almost 1,400 9-1-1 Specialists (telecommunicators) across the state of Maryland answer more than 5 million emergency requests for service via voice—wireline, wireless and voice over Internet Protocol (VoIP)—and text-to-9-1-1 solutions. When 9-1-1 service was introduced to Maryland in the 1970s, it was a state-of-the-art system that allowed those needing assistance to simply dial three numbers regardless of where they were in the state, if any emergency arose. Prior to that time period, counties and cities had phone operators and a seven-digit number to call; or a zero simply could be pressed and the operator would connect you to the local police or fire department. Long gone are those days, but the technology and most of the practices that were in place back then have remained the same.

With the introduction of Next Generation 9-1-1 (NG9-1-1) service, 9-1-1 industry leaders across Maryland are pursuing solutions to ensure that all Marylanders receive equitable access and service from the 9-1-1 system. This includes initiatives to ensure that resources are available to all 24 public safety answering point (PSAP) jurisdictions for staffing, technology, training, and quality assurance (QA).

There is high demand on the emergency systems in this country, and telecommunicators deal with people during their most stressful situations—some of which can be described as unfathomable or horrific. 9-1-1 agencies for years have struggled to retain call-takers and dispatchers (known as 9-1-1 Specialists in Maryland). Several factors, including burnout, high-stress situations, low pay, lack of training, long hours, and increased demand, lead to higher attrition in many agencies. There is great concern that the staffing shortage only will increase in the NG9-1-1 environment.

The Maryland Association of Counties (MACo) Emergency Communications Committee (ECC), comprised of the 24 PSAP leaders, recognized a need to address staffing in the NG9-1-1 environment and sought assistance through the State 9-1-1 Trust Fund for a project that will look at the demands of staff and centers in a next-generation environment. PSAP leadership wants to be better prepared to recruit, hire, train, and retain 9-1-1 Specialists for the NG9-1-1 environment. Furthermore, they sought methodologies, recommendations, and strategies that could be integrated into current operations based on national standards and best practices that would help alleviate strain on their most valuable resources—their 9-1-1 Specialists.

To support the initiative, the City of Baltimore, serving as the fiduciary for MACo ECC, hired Mission Critical Partners, LLC (MCP) to undertake a statewide staffing study of all 24 PSAPs to determine preparedness for NG9-1-1 activities. MCP partnered with Vision Planning and Consulting, LLC, which is based in Fulton, Maryland.

1.1 Project Focus

This project focuses on the ability of the state and the 24 jurisdictions to migrate to and successfully operate in an NG9-1-1 platform. Critical areas of focus included the following:

- Training, certification, and hiring of operational personnel

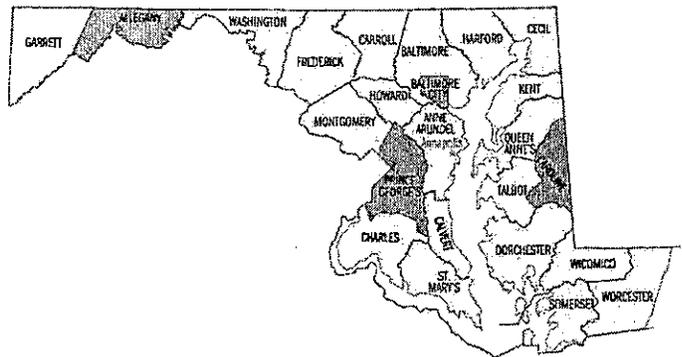
- Training, certification, and hiring of PSAP technical support personnel
- Training, certification, and hiring of PSAP administrative support personnel
- Call processing, sharing, and overflow among Maryland PSAPs
- Methodology for future state planning of appropriate staffing levels for 9-1-1 call taking
- Methodology for future state planning of appropriate staffing levels for dispatch
- Appropriate supervisor-to-employee ratios
- Analysis of call-processing structures
- Recruitment and retention based on industry trends to minimize turnover
- Statewide compensation evaluation
- Shift plan options
- Current optimal 9-1-1 staffing
- Current job responsibilities and minimum statewide requirements
- Career ladder structure

1.2 Methodology

To ensure that the needs of all centers were met and to develop actionable recommendations for each county, a methodology was produced and acted upon.

Regional Kickoff Meetings

In early October 2019, four regional meetings were held to discuss the project and to review the data collection that would occur during the onsite visits to each PSAP. The meetings were held in Allegany County, Baltimore City, Caroline County, and Prince George's County, affording all PSAPs an opportunity to attend. These meetings were well-received, and discussion was open for PSAP leadership to talk about their goals and hesitations. These discussions helped to make this project more collaborative and everyone was able to share their input.



Onsite Interviews

Interviews were held onsite at 20 of the 24 PSAPs across the state.¹ During this time, MCP team members spent time interviewing stakeholders within the center, including 9-1-1 senior management, system administrators, 9-1-1 shift supervisors and a sampling of 9-1-1 Specialists.

¹ Workforce optimization studies recently had been conducted for Carroll County, Harford County, Howard County, and St. Mary's County, and site visits were not necessary, at the counties' direction.

All Staff Survey

MCP conducted an optional online survey of all 9-1-1 Specialists within the state. The survey focused on shift preferences and their understanding and preparedness to migrate to a NG9-1-1 environment.

Two questions pertained to shift preferences. The first question asked about shift length (8-, 10-, 12- or 24-hour), while the second free-form question asked about shift schedules (on/off days, permanent/rotating).

Three questions pertained to NG9-1-1, with a selection of responses.

Do you understand what NG9-1-1 entails?	Do you believe you understand the ways that NG9-1-1 will impact your job duties?	On a scale of 1-5, how prepared do you believe you are for the transition to NG9-1-1?
<p>No Somewhat Unsure Yes</p>	<p>No Somewhat Unsure Yes</p>	<p>1 – Completely Unprepared 2 – Not Very Prepared 3 – Somewhat Prepared 4 – Prepared 5 – Completely Prepared</p>

9-1-1 Specialists from 12 jurisdictions responded to the survey—a total of 301 responses.

Data Collection and Analysis

Data was requested from all counties² for the past two to three years so that conclusions could be drawn and recommendations made. Data collection included call volumes, call-answering and -processing times, shift configurations, authorized staffing levels, turnover, and the ability to meet regulations upheld by state law. Copies of job descriptions, promotional processes, and compensation also were requested.

The data then was analyzed and determinations were made for both the state and individual county reports.

Model to Advance Policy SafetySM

MCP used a proprietary methodology called the Model for Advancing Public SafetySM (MAPS) to review and identify each individual county’s risks in the NG9-1-1 ecosystem. The individual reports culminate in a graphical representation of the current state of NG9-1-1 preparedness within each respective county based on the multivariate data collected. MAPS uses content-assessment categories to provide a snapshot of the current environment compared with national standards and best practices. The graphical representations

² The four counties that recently had conducted workforce optimization studies elected not to submit new data but rather let the most recently provided data stand.

also show a predicted future environment, understanding that it can be achieved if recommendations are implemented, changes are made, or effective efforts are maintained, allowing the counties to turn those risks into opportunities.

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1.3 PSAP Demographics

The composition of the 24 PSAPs in terms of population, 9-1-1 call volume, and authorized personnel assigned to the communications center are provided in the table below. The call volume data is used to group PSAPs for comparison purposes.

Table 1: PSAP Demographics

Jurisdiction	Population	9-1-1 Call Volume				Authorized Personnel		
		Up to 50,000	50,001 to 100,000	100,001 to 400,000	400,001 +	9-1-1 Specialists	Assistant Supervisors	Supervisors
Allegany County	70,975	x				25	0	4
Anne Arundel County	576,031			x		79	9	4
Baltimore City	602,495				x	90	4	4
Baltimore County	828,431				x	136	16	20
Calvert County	92,003	x				27	0	5
Caroline County	33,304	x				10	0	4
Carroll County	168,429		x			28	0	4
Cecil County	102,826		x			42	4	4
Charles County	161,503		x			25	3	5

Jurisdiction	Population	9-1-1 Call Volume				Authorized Personnel		
		Up to 50,000	50,001 to 100,000	100,001 to 400,000	400,001 +	9-1-1 Specialists	Assistant Supervisors	Supervisors
Dorchester County	31,998	x				20	0	4
Frederick County	255,648			x		49	6	8
Garrett County	29,163	x				11	0	1
Harford County	253,956			x		56	0	9
Howard County	323,196			x		59	8	4
Kent County	19,383	x				8	0	4
Montgomery County	1,052,567				x	140	20	4
Prince George's County	909,308				x	150 (70) ³	12 (4)	12 (4)
Queen Anne's County	50,251	x				13	4	4
Somerset County	25,675	x				8	0	4
St. Mary's County	112,664		x			16	8	4

³ The number in parenthesis is representative of those assigned to the 9-1-1 section only, as there is a distinct division of responsibilities.

Jurisdiction	Population	9-1-1 Call Volume				Authorized Personnel		
		Up to 50,000	50,001 to 100,000	100,001 to 400,000	400,001 +	9-1-1 Specialists	Assistant Supervisors	Supervisors
Talbot County	36,968	x				18	4	4
Washington County	150,926			x		36	4	4
Wicomico County	103,195		x			15	0	4
Worcester County	830,839	x				24	0	4
Totals		10	5	5	4	1,085	102	128

As evidenced above, the majority of PSAPs within Maryland have 9-1-1 call volumes under 50,000. In contrast, the four PSAPs in the state with the largest call volumes process more than 3.1 million 9-1-1 calls annually.

2 PSAP Personnel

2.1 Recruiting

It is becoming increasingly more difficult to recruit candidates to the position of 9-1-1 Specialist within the state of Maryland, and across the nation. With the increased responsibilities that will be expected of those hired for an NG9-1-1 environment, there is a need to address recruiting tactics and develop a plan to identify the ideal candidate.

While there are no recruiting or hiring standards, several best practices can help PSAPs achieve success in choosing the right applicants and onboarding them into the 9-1-1 center. The National Emergency Number Association (NENA), for example, offers an eight-hour course entitled "Recruit, Hire, Retain and Promote for Success"⁴ that focuses on eight units of study geared directly toward PSAP staffing. Other organizations also offer recruiting practices training.

There are other best practices for recruiting that PSAPs in the state may wish to consider.

Table 2: Recruiting Best Practices

Best Practices	Benefits
Advertise on social media	Expands the recruitment pool and helps the agency connect with candidates through online media they are already using to connect and engage.
Incentivize referrals	Employees receive incentives to recruit candidates they believe will be successful and are therefore more inspired to look for potential leads.
Define the responsibilities	Makes clear to applicants the expectations well in advance of them applying for the position, in hopes they will self-evaluate before entering the hiring process.
Fine-tune job descriptions	Routinely review job descriptions and make necessary updates to attract candidates to the position. Crisp job descriptions help applicants to best understand what they are applying for and what the roles and responsibilities will be.
Use 9-1-1 Specialists as recruiters	They have the advantage of speaking to the experiences they have in the position. They also inherently understand the type of candidate they are looking for to be part of the team.

⁴ Recruit, Hire, Retain, and Promote for Success Course Syllabus. National Emergency Number Association. https://cdn.ymaws.com/www.nena.org/resource/resmgr/course_catalog/syllabus_recruit_hire_reta.pdf

Best Practices	Benefits
Leverage community events to recruit	There is always someone looking to make a career change or start a new career. Always have materials available (such as brochures) at community events.
Leverage allied agencies to help recruit	Provide materials for dissemination to allied agencies, such as the police and fire departments and a county's human resources (HR) department, to generate community awareness and to recruit.
Offer incentives for previous experience or military experience	Can increase the number of applications.
Work with local high schools, vocational schools, and community colleges	Provide materials, conduct an information session, and participate in career days with local schools where students may be looking to enter the workforce after high school graduation or attaining an associate degree.

Social media is a great resource for recruiting for positions in any field. However, posting on a county website and promoting the position via one social media outlet is not enough to create a large candidate pool for testing and hiring. There are several outlets that can be utilized to assure more applications are submitted. The Society for Human Resource Management reports that 79 percent of job seekers used online resources to gain employment.⁵ Recent numbers for social media outlets indicate the number of subscribers or users each major platform has. This can be a helpful asset to those seeking job announcement circulations and to peak interest.

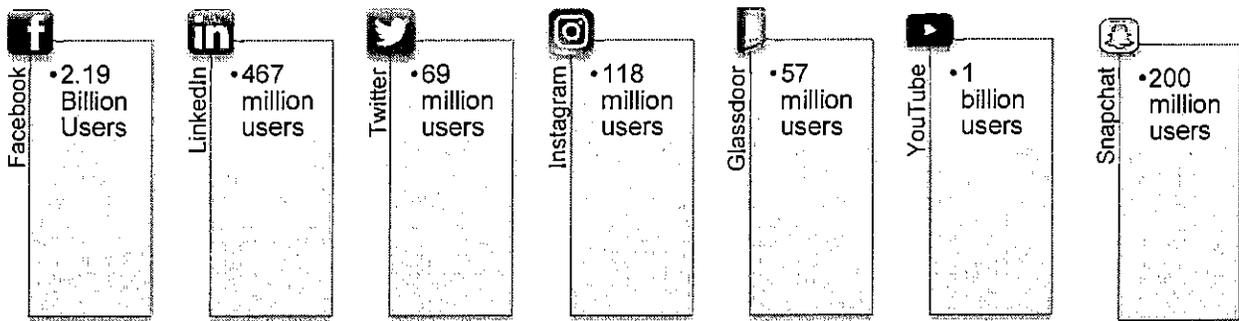


Figure 1: Social Media Impact

⁵ "Online Job Searches Double Since 2005". Society for Human Resource Management. <https://www.shrm.org/resourcesandtools/hr-topics/talent-acquisition/pages/online-job-searching-doubled.aspx>

Several Maryland counties report having issues with recruitment, largely because of an agency's lack of involvement in the recruiting and hiring processes. A common theme throughout the state is that recruiting and hiring typically are functions of an HR department, with minimal input from the PSAP.

During onsite interviews, interviewees were asked how they learned about their current position. The most frequent answers were:

- Facebook
- County/City website/job-openings page
- Word of mouth from a current employee of the PSAP or county/city government
- Alternate to becoming a sworn law enforcement officer, firefighter, or paramedic

When asked why they wanted to become a 9-1-1 Specialist, the top answers included:

- I wanted to help people but did not want to be a field responder
- I was looking for a job with benefits
- The starting pay was competitive
- It seemed interesting
- Personal stories of how they were helped by 9-1-1

Interviewed 9-1-1 Specialists were asked if they saw the telecommunicator as a career (profession), a steppingstone to another public safety career, or a job that he or she eventually would move away from. Most said it was a job or a steppingstone; however, for staff that had worked at a PSAP for more than eight years, the job quickly became a career. Employment periods of the interviewees ranged from two weeks to 42 years. Most had 10 to 15 years of service, indicating longevity in the field for most 9-1-1 Specialists across the state.

There should be a recruitment schematic within public safety communications that highlights the ability to develop a career within the industry. There is a large community of job seekers that are looking for employment that offers a career ladder and includes the ability to grow and expand one's knowledge.

Recommendations

- Develop a recruitment repository for sharing recruiting materials among jurisdictions
- Have a state campaign to recruit 9-1-1 Specialists including billboards, commercials, and advertisements, similar to how Corrections currently recruits
- Develop a statewide outreach program to educate residents about current job openings across the state, the responsibilities of 9-1-1 Specialists, PSAP support staff, and administrative staff

2.2 Hiring

The most valuable resource in a PSAP is the telecommunicator. In Maryland, those call-takers and dispatchers recently were classified as first responders and are known throughout the state as 9-1-1 Specialists. Recruiting and hiring for this position are evolving as the legacy environment shifts to a next-generation environment. Management is no longer looking to hire candidates who have the ability to answer calls and type; they are now gearing up for the next generation by hiring candidates who are familiar with texting, data analysis, streaming, and multimedia data that historically has not been accepted by a PSAP.

Hiring times varied from PSAP to PSAP. 9-1-1 Specialists were asked to share how long their hiring process was. In some cases, that time was between 12 and 18 months; some shared that they had forgotten they had even applied for the job. While the State is not and should not be responsible for the hiring time of 9-1-1 Specialists, it should be noted that elongated hiring process times contribute to potential candidates finding other positions. When asked "did you apply for this job anywhere else," for those who said "yes," most of the time the deciding factor was simply who called first to offer the position. Job seekers are not looking for positions a year out; most need to secure a job as soon as practical. While the 9-1-1 sector does have multiple preemployment steps that can make the process longer, it is vital that it be expedited as much as possible and that potential candidates be informed and frequently updated about the process and timeline for hiring. The practices in place today are greatly affecting the hiring of what could be successful 9-1-1 Specialists.

A model recruitment plan, that has proven successful in some Maryland counties, is shown below.

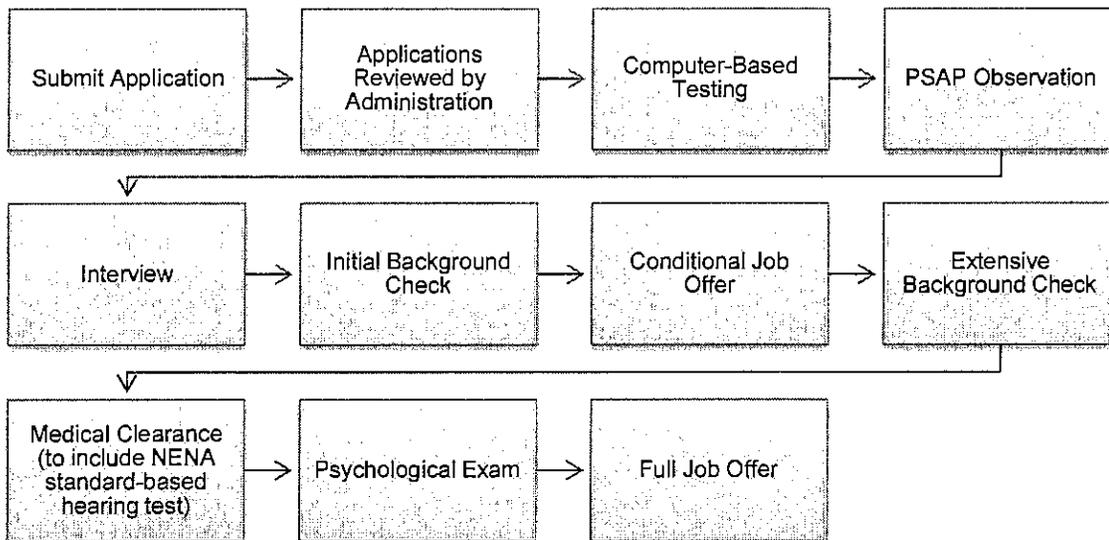


Figure 2: Model Recruitment Plan

The steps above are outlined below with descriptions and benefits of each step prior to a full job offer.

Step	Description	Benefit
Submit application	Applicants use web-based services to apply for all positions including promotions	<ul style="list-style-type: none"> Increased candidate pool size
Applications reviewed by administration	Applications are vetted by HR and the PSAP simultaneously	<ul style="list-style-type: none"> Expedites the process when this is done simultaneously
Computer-based testing	Tests finite skills needed to be successful in the PSAP, including decision-making and practical application	<ul style="list-style-type: none"> Tests skills necessary to be successful in the PSAP
PSAP observation	Require a minimum sit-in of candidates who passed computer-based testing	<ul style="list-style-type: none"> Allows candidates to experience, firsthand, the job environment Allows candidates to learn Allows for operational staff to gauge interest of candidates
Interview	Interactive interview process with operational staff and questions based on what was learned during the observation period	<ul style="list-style-type: none"> Allows for candidates to express what they learned and witnessed during the onsite interaction Allows for operational staff to be a part of the interview process
Initial background check	Background check to determine if access to NCIC ⁶ would be denied	<ul style="list-style-type: none"> Basic background check is complete
Conditional job offer	Offers employment based on selection process	<ul style="list-style-type: none"> Allows for candidates to know they are being sought Allows preparations to begin for medical and full background check
Extensive background check	Extensive background check to ensure candidate meets all	<ul style="list-style-type: none"> Ensures security of PSAP and sensitive information

⁶ National Crime Information Center

Step	Description	Benefit
	necessary legal requirements to deal with sensitive information	
Medical examination	Examination completed by a medical professional specific to public safety, includes hearing test	<ul style="list-style-type: none"> • Sets a baseline at the beginning of employment • Provides thresholds for reasonable accommodations
Psychological examination	Examination by mental health professional to ensure stress will not adversely affect decision-making	<ul style="list-style-type: none"> • Allows for management to ensure candidates can make life or death decisions

Recommendations
<ul style="list-style-type: none"> • Conduct training sessions for the PSAPs on recruiting and hiring practices; focus on the importance of different methodologies for hiring for public safety careers, developing and updating job descriptions, and attracting the right people (could include sponsoring APCO or NENA courses specifically for hiring or promoting)
<ul style="list-style-type: none"> • Act as a liaison, providing an introduction, between PSAPs and the Maryland Workforce Exchange to fill vacant positions
<ul style="list-style-type: none"> • Contribute to the development of high school and college programs, such as Montgomery County Community College's program, that prepare candidates to become a 9-1-1 Specialist
<ul style="list-style-type: none"> • Work to help recognize 9-1-1 Specialists as full members of the public-safety chain, entitled to pension programs with reduced lengths of service, such as 20 or 25 years
<ul style="list-style-type: none"> • Continue to fund testing software for public safety dispatcher application solutions for 9-1-1 through the 9-1-1 Trust Fund

2.3 Training

2.3.1 PSAP Training

All 24 PSAPs have a formalized training program in place today. Formalized training includes the use of third-party vendor materials and certifications, such as the Association of Public-Safety Communications Officials (APCO) Basic Telecommunicator course, the International Academies of Emergency Dispatch

(IAED) Emergency Telecommunicator Certification (ETC) course, and protocol certification courses for emergency medical, police, and fire dispatch. While all jurisdictions stated that they conduct formalized training, the amount of time that is spent in training varies greatly. Some jurisdictions' formal classroom/ academy training is one week, focusing on ETC or Basic Telecommunicator, while others have a six- to 12-week program focusing on ETC or Basic Telecommunicator and in-house content, such as geography, standard operating procedures (SOPs), scenarios, and technology. There are disparities as well in the amount of time trainees are in on-the-job training; some are released after three shift rotations while others are on a probationary status for upwards of one calendar year. Much has to do with the size of the agency and the complexities of operations.

Current training initiatives focus on the 9-1-1 Specialist, supervisors, and managers. As NG9-1-1 implementation moves nearer to reality statewide, the need to modify how and what training is provided becomes stronger. There was a desire among a large percentage of interviewees to have more NG9-1-1 training opportunities, not just for 9-1-1 Specialists but for the technical and support roles in the state as well.

Several PSAPs also desired more specific, formalized training requirements from the State that focus on NG9-1-1 for 9-1-1 Specialists. PSAP leadership believes that the State should create and disseminate educational materials for use within the PSAP. A model training program whereby local training staff fill in gaps and add local information would be ideal.

In most counties, training is a function added to existing positions—e.g., Communications Training Officer (CTO)-certified 9-1-1 Specialists—rather than a full-time training position. Trainers also are often working on the operations floor to cover vacancies, making training more of an ancillary duty.

Table 3: Training Responsibilities

Training Role	# of Counties
Training is only responsibility	10
Training is a function of a position with other duties	14
Counties where trainers work the operations floor when needed	20

PSAPs often lack a dedicated training space; few PSAPs have a training lab with consoles to practice call-taking or dispatching. A majority of PSAPs use conference rooms, emergency operations centers (EOCs) or other multipurpose rooms for training, which sometimes creates scheduling issues. Three counties in the state have a training lab, which includes consoles for simulations. Additionally, eight of the 24 PSAPs have a dedicated training space; five have been funded by the Maryland Emergency Number Systems Board (ENSB).

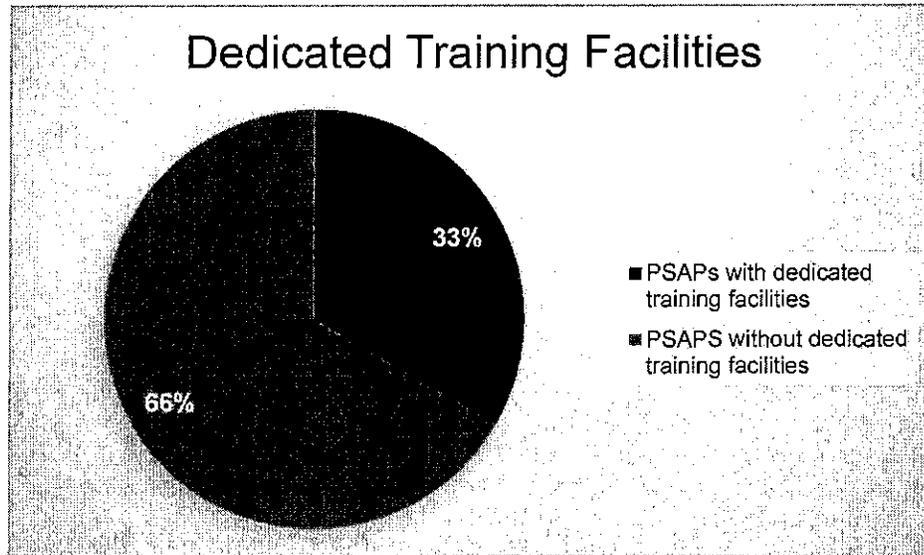


Figure 3: Training Spaces

2.3.2 Regional Training

There is no formalized regional training in the state. However, there are several counties that request training through the ENSB and invite neighboring jurisdictions to participate. In three areas of the state, counties collaborate to hold ETC classes. This is mostly due to resource availability. A majority of counties expressed interest in the concept of regional training centers with equipment for simulations as a beneficial alternative. Additionally, the development of an online portal to disseminate an electronic training calendar would be beneficial. This portal could serve as a resource where PSAPs can post training opportunities being offered, which could be viewable by all agencies and 9-1-1 Specialists statewide.

2.3.3 Statewide Training

Statewide training does not exist in the sense that the ENSB does not plan or host training. Specific training requirements exist in the Code of Maryland Regulations (COMAR) Title 12, Department of Public Safety & Correctional Services, Subtitle 11, Office of the Secretary, Chapter 12.11.03.10, but it is the responsibility of the individual counties to organize, request funding, and host training. This is a task that most directors said was cumbersome. While there is a training coordinator position in the organization of the Executive Director's Office of the ENSB, it is currently vacant; a process is underway to fill that vacancy. There was a common desire among PSAP leadership in the state that the training coordinator be able to coordinate, plan, and host state-level training opportunities without having to have individual counties request the funding from the Board. There was also a desire for training programs that require less travel, such as an online training solution sponsored by the State.

Recommendations

- Develop a statewide training program to focus on:
 - NG9-1-1 topics
 - Effects of NG9-1-1 on 9-1-1 Specialists
 - Hands-on training opportunities – simulated experience
 - Handling stress in a next-generation environment
- Develop a model training guide for PSAPs
- Procure and maintain a statewide training application for PSAP personnel that everyone in the state can access
- Have a central repository for Maryland PSAPs to upload/download training resources
- Develop minimum training guidelines for NG9-1-1

2.3.4 Continuing Education

Initial training is outlined in COMAR; however, other than the renewal requirements associated with the Maryland Institute of Emergency Medical Services Systems (MIEMSS) Emergency Medical Dispatcher license, there is no formalized training standard in the state for continuing education.

COMAR 12.11.03.10 (C) requires each PSAP to provide annual in-service training using a curriculum adopted or approved by the ENSB.

For 9-1-1 Specialists certified in Emergency Medical Dispatch (EMD), Emergency Police Dispatch (EPD), or Emergency Fire Dispatch (EFD) through the IAED, 24 hours of continuing education every two years is required; 36 hours is required for two disciplines, while 48 hours is required for three disciplines.

During onsite visits, one of the questions asked of the 9-1-1 Specialists was, "Do you believe that you receive adequate continuing education?" Some of the answers are provided below.

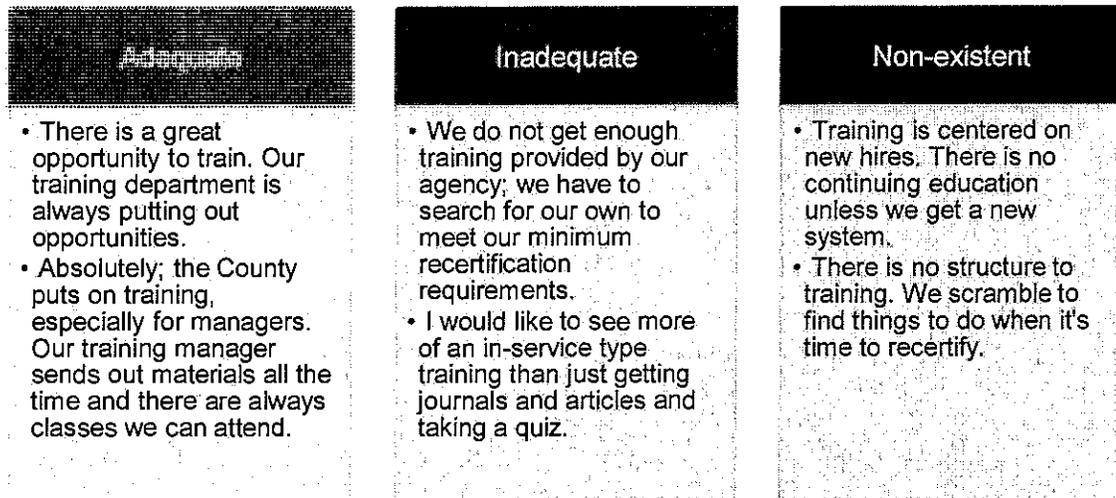


Figure 4: Training Opportunities

In some PSAPs, the onus is on the employee to complete continuing education requirements due to insufficient staffing. In the centers where there is no structured training program, supervisors are often responsible for the development and tracking of continuing-education initiatives. The role of training staff should not be focused solely on initial training of 9-1-1 Specialists, but also should focus on the continuing education of all staff members in the PSAP and training for newly promoted staff or those staff members learning new skills, such as teletype or QA.

Recommendation
<ul style="list-style-type: none"> • Develop continuing-education standards to encourage adequate training through journal articles, quizzes, and memos and through attending course offerings and conferences

2.3.5 Classroom Training

Twenty-three of the 24 PSAPs have some type of formalized classroom training for their new hires⁷. The length of the program varies among the PSAPs. During onsite visits, 9-1-1 Specialists were asked to rate their classroom training program on a scale of 1 to 5. Responses varied; on average, most respondents rated their experience as 3, or average. Only a handful of people suggested the classroom portion of training was unnecessary to the process.

⁷ The County without formalized classroom training uses a curriculum approved by the ENSB and uses a third-party vendor for its basic telecommunicator course. The rest of its training program is conducted in conjunction with on-the-job training—this is mainly due to staffing. This model is in use across the nation in various PSAPs, especially the smaller ones where new hires are only hired as needed and usually only one new hire at a time is necessary.

Table 4: Classroom Training Experience Themes

Rating	Themes
1 (poor)	<ul style="list-style-type: none"> • Training was perceived as nonexistent compared with the expectation of the position • Did not prepare trainees for the job • Lacked formal organization
2 (below average)	<ul style="list-style-type: none"> • Outdated material • Too focused on protocols • Not enough resources for the program
3 (average)	<ul style="list-style-type: none"> • Organized • Somewhat comprehensive • Provided a foundation
4 (above average)	<ul style="list-style-type: none"> • Was updated often • Was interactive • Was the right amount of time • Had benchmarks for success
5 (outstanding)	<ul style="list-style-type: none"> • Comprehensive • Prepared the trainees well • Up-to-date materials • Included hot topics such as NG9-1-1 and community issues • Dedicated trainers and instructors

The classroom portion of the training programs was best described as “building a toolbox.” Often participants and those in a center believe that once a trainee completes the classroom portion of training, they should be able to answer and process calls appropriately. This is not the case; classroom training is a foundation upon which 9-1-1 Specialists are built. Training programs should have clear expectations and timelines with benchmarks. Curriculum for classroom training should include all elements of the *Recommended Minimum Training Guidelines for Telecommunicators*.⁸ The main topic areas are shown below.

Roles and Responsibilities – 9-1-1 Specialists should have a basic understanding of the position and the responsibilities associated with it.

⁸ “Recommended Minimum Training Guidelines for the Telecommunicator.” 911.gov. https://www.911.gov/project_recommended911minimumtrainingfortelecommunicators.html

Legal Concepts – 9-1-1 Specialists should have knowledge of the laws and governance structures specific to the community they serve and those that directly affect their role. They should have a basic understanding of the legal process and their rights and responsibilities.

Interpersonal Communications – 9-1-1 Specialists should have the knowledge, skills, and abilities to successfully complete the duties of the position. They should be able to interact with all callers to ensure prompt and efficient service.

Emergency Communications Technology – 9-1-1 Specialists should have a basic understanding of all 9-1-1 technologies available, with specialized focus on the technologies that are used within their own PSAP.

Call Processing – 9-1-1 Specialists should be able to process any call that is received within the PSAP, regardless of whether it is an emergency. They also should understand the call flow from when it is first received until the incident closes.

Emergency Management – 9-1-1 Specialists, as the first point of contact in an emergency situation, should be familiar with the protocols and systems in place to ensure that event management is handled correctly.

Radio Communications – 9-1-1 Specialist should have a basic understanding of radio equipment, communications etiquette, procedures and protocols, and all rules that directly relate to radio use.

Stress Management – 9-1-1 Specialists should understand the types of stress, how to identify issues affecting themselves and their peers, and know what resources are available and how to utilize them.

Quality Assurance – Like all processes in public safety, training should be subject to metrics that guarantee that an effective program is in place. Data collected should be utilized to ensure improvements to the process are made in the future.

On-the-Job Training – 9-1-1 Specialists should participate in agency-specific, hands-on experience while supervised by a seasoned telecommunicator, to ensure that all agency policies and procedures are followed.

Recommendations
<ul style="list-style-type: none">• Assure that classroom training—a best practice—is mandatory for all new hires to the 9-1-1 specialist position
<ul style="list-style-type: none">• Assure that during PSAP inspections a formalized new hire training exists that addresses the elements defined in the <i>Recommended Minimum Training Guidelines For Telecommunicators</i>

2.3.6 On-the-Job Training

The most vital piece of training for 9-1-1 Specialists is on-the-job training. During this time, they get to answer and process calls, and deal with those seeking assistance in a live scenario, while still having the security of someone on the phone with them. When asked, "How would you rate your experience during on-the-job training," answers varied.

Table 5: On-the-job Training Experience Themes

Rating	Themes
1 (poor)	<ul style="list-style-type: none"> • Trainers are told they must train • Trainers do not have the resources to train • Warm-body syndrome
2 (below average)	<ul style="list-style-type: none"> • Timing was too short/too long • No incentive to be successful (trainee and trainer) • Paperwork is too cumbersome
3 (average)	<ul style="list-style-type: none"> • Best way to learn • It works but it is taxing on the staff who train
4 (above average)	<ul style="list-style-type: none"> • Supervisors are engaged • There are set expectations
5 (outstanding)	<ul style="list-style-type: none"> • Supervisors, managers, and directors are engaged • Processes are in place to address fast/slow pace • Remedial training is offered when necessary

Of those interviewed, a majority rated on-the-job training as 4, or above average. The reasoning for that score was that people understood the job better once they were able to do it and were able to ask questions of their CTOs. MCP learned, however, that not all CTOs are certified.

CTOs in most PSAPs have not received adequate training. Those that identified themselves as an on-the-job trainer were asked if they ever had attended a CTO course. Overwhelmingly, the answer was "no." While the ENSB historically has funded those classes, and should continue to do so, it is a strain on the PSAPs to send 9-1-1 Specialists to a course that runs over three to five days. This is understandable but should be a priority. There also was concern regarding CTO burnout due to the "revolving door" of trainees. CTOs often do not get a break from training and, in some cases, are forced to train year-round. One 9-1-1 Specialist shared that she has consistently had a trainee for the past three years, working overtime to remain proficient on dispatching. Each PSAP should have criteria for how CTOs are selected and the expected demand. Continued burnout adversely will affect the PSAPs.

Recommendation

- Implement a standard that all CTOs must be certified through an industry-standard certification program and receive specific continuing education annually

2.3.7 NG9-1-1 Training

In the online survey, staff members were asked three questions about NG9-1-1; with a selection of responses.

Do you understand what NG9-1-1 entails?	Do you believe you understand the ways that NG9-1-1 will impact your job duties?	On a scale of 1-5, how prepared do you believe you are for the transition to NG9-1-1?
<p>No Somewhat Unsure Yes</p>	<p>No Somewhat Unsure Yes</p>	<p>1 – Completely Unprepared 2 – Not Very Prepared 3 – Somewhat Prepared 4 – Prepared 5 – Completely Prepared</p>

A total of 301 responses were received from the 24 PSAPs; results of the responses are provided below.

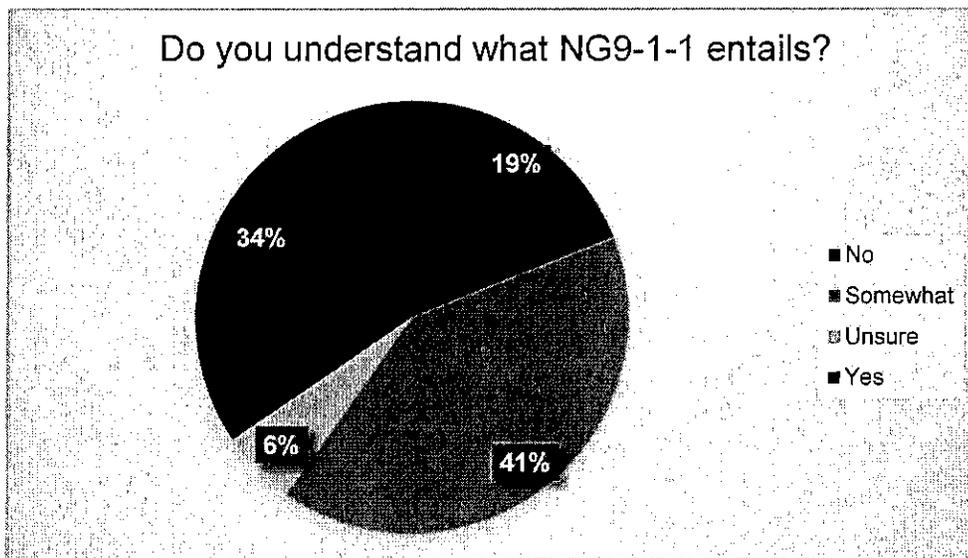


Figure 5: Understanding of NG9-1-1

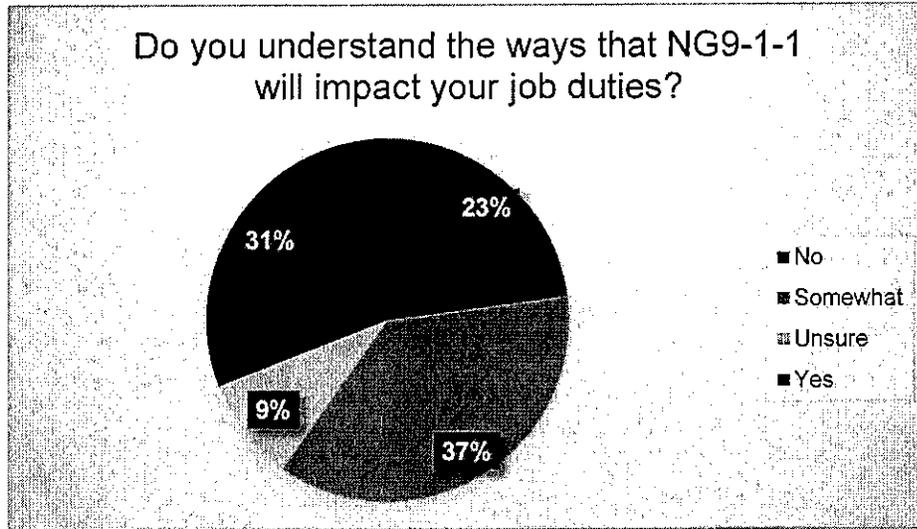


Figure 6: Understanding of the Impact of NG9-1-1

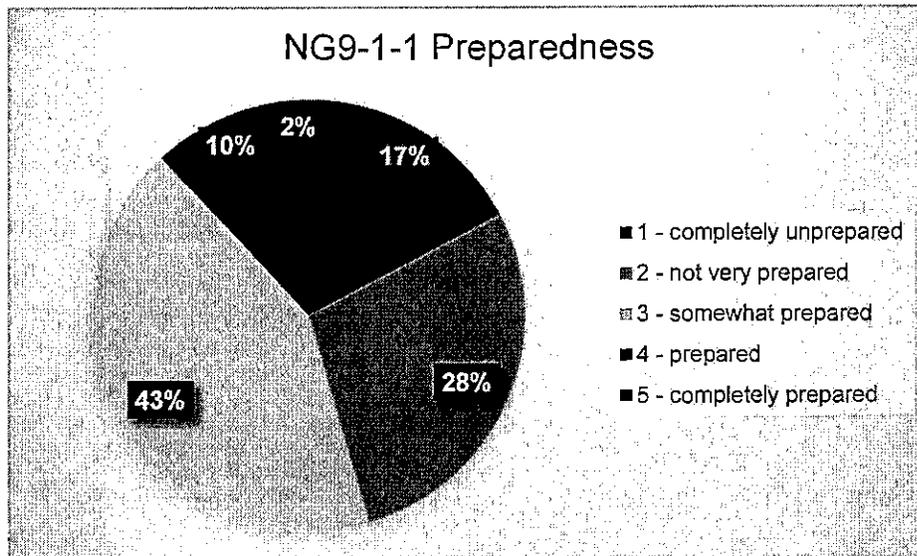


Figure 7: Statewide NG9-1-1 Preparedness

As shown in the figures above, the majority of the 9-1-1 Specialists who responded to the survey have some understanding of NG9-1-1 and the impact it will have on their positions. Most indicated that they were somewhat prepared for the transition.

2.3.8 Training Standards

Standardized training across the state allows for a consistent 9-1-1 experience for all Maryland residents and visitors. Currently, each county sets its own standards in accordance with COMAR 12.11.03.10., Public Safety Answering Point Training. While this has been effective in the past, the implementation of NG9-1-1 will necessitate a change in the curriculum set forth within COMAR. Residents should receive the same high-quality 9-1-1 service no matter where they are in Maryland, necessitating this change to the training curriculum.

While most PSAPs have policies and procedures, no county has fully documented and implemented NG9-1-1 operational procedures, mainly because the environment itself is still an unknown. Most PSAPs have no NG9-1-1 procedures, or in some cases just a few. For those that have some, they are policies and procedures related to text-to-9-1-1 service. Several directors indicated that they did not know where to begin and that guidance would be appreciated.

The establishment of policies and procedures would directly link to training. NENA's *NG9-1-1 Transition Plan Considerations Information Document* highlights training.

REQ.0900.100 – Appropriate training must be provided to affected Telecommunicators, emergency responders, and administrators on the functions, capabilities, and requirements of NG9-1-1 equipment and data prior to the cutover to live operations of any NG9-1-1 implementation phase within an affected geographic area.⁹

Recommendations

- Develop guidance for PSAPs on NG9-1-1 policies and procedures
- Ensure that appropriate training programs exist within Maryland for NG9-1-1 functions, capabilities and requirements

⁹ "General Requirements." NENA NG9-1-1 Transition Plan Considerations Information Document. National Emergency Number Association. Section 7.1. page 23 of 132. https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-008.2.1-2013_NG9-1-.pdf

2.3.9 Training Programs

Several states have developed a Statewide Certification Program that takes training and the continuing-education process one step further. States, such as Florida, have identified public safety telecommunicators (call-takers) as a regulated profession under the Department of Health. The State of California has codified minimum requirements (such as verbal, oral, memory, reasoning, and other skills) into the California Code of Regulations.¹⁰ This not only sets the legal precedent for minimum requirements, but also provides the baseline for consistent hiring efforts throughout the state, as well as the potential adoption of higher standards and more rigorous training as required, based on a PSAP's NG9-1-1 capabilities (e.g., text, images, and video).

In Maryland, Anne Arundel County has a pipeline program from Glen Burnie High School to the County's PSAP. Students may elect to take the 9-1-1 Telecommunicators Course through the school and learn about topics such as mapping and geographic information systems (GIS), call-taking procedures, laws and regulations, and computer-aided dispatch (CAD) systems. Upon graduation, students are eligible to take the certification test and begin work at Anne Arundel County Police Communications.

The State should support this program and initiate and assist with similar programs at vocational schools throughout Maryland to begin educating the next wave of 9-1-1 Specialists pertaining to the new technologies and capabilities—and the knowledge, skills, and abilities (KSAs)—required by NG9-1-1. NENA is developing a process for implementing a 9-1-1 professional education national standard. Once adopted, this endeavor will standardize a high school 9-1-1 professional education curriculum that can be adopted for programs like Anne Arundel County's.

Recommendation

- Initiate vocational education programs for 9-1-1 Specialists across the state

2.4 Certification

There are several nationally recognized certifications available for 9-1-1 Specialists. The IAED offers ETC, EMD, EFD, and EPD certifications; APCO provides courses and certifications in specialties such as center supervisor, training officer, and telecommunicator.

Additionally, several states have developed state-certification programs (e.g., Florida, California, Texas). These states have documented training requirements as well as state certification or licensure.

¹⁰ California Code of Regulations, Title 11 Law, Division 2 Commission on Peace Officer Standards and Training, Article 3 Regulatory Procedures. 1956 Public Safety Dispatcher Selection Requirements. [https://govt.westlaw.com/calregs/Document/IF948E677763248E6A16BEB0C7565604D?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/IF948E677763248E6A16BEB0C7565604D?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

It is recommended that Maryland implements a statewide 9-1-1 Specialist training-and-certification program. Citizens of, and visitors to, Maryland deserve the same level of service in every area of the state; this would ensure that all 9-1-1 Specialists are held to the same standards no matter where they are employed.

Recommendation
<ul style="list-style-type: none"> Implement statewide 9-1-1 Specialist training and state certification

2.5 Career Ladder

Providing a formal, statewide, recommended career ladder program may assist with retention efforts. This would allow each PSAP to identify the positions applicable to its operation and tailor its own career ladder in alignment with the State's recommended program. Some of the "promotions" may be based on time in grade, while others may require a knowledge assessment and skills test. Supervisory positions would be competitive. An example is provided below.

Table 6: Career Ladder Example

Sample Career Ladder	
9-1-1 Specialist Trainee	New employees learning the position of 9-1-1 Specialist. Employees could be in various stages of training but have not been released to work independently.
9-1-1 Specialist I	A telecommunicator who has been released from call-taking and can work independently in this position.
9-1-1 Specialist II	A telecommunicator who can dispatch one of the three disciplines, in addition to call-taking.
9-1-1 Specialist III	A telecommunicator who can dispatch on two of the three disciplines, in addition to call-taking.
Master 9-1-1 Specialist	A telecommunicator who independently can work each position in the center.
Assistant Shift Supervisor	A position with responsibility to supervise 9-1-1 Specialists on a specific shift. This position is recommended if shift strength exceeds eight to ten people. This position may be a working position.

Sample Career Ladder

Shift Supervisor	A position with responsibility for directly supervising 9-1-1 Specialists. The shift supervisors are responsible for performance evaluations, administration of discipline, completion of forms, ensuring that appropriate equipment and materials are available, and making operational decisions. This position is allowed to be a working position but is not recommended if shift strength exceeds five persons.
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Career paths also may be available outside of the operations floor, such as QA, training, public education, technology, or other support positions.

While noting that career paths are different for each PSAP—and each employee—it is important that all employees feel empowered and encouraged to develop their own paths forward using the established ladder and opportunities. Investing in the career path of employees helps to build an employee's worth, which benefits not only the individual but also the PSAP. This program will provide a good opportunity to mentor 9-1-1 Specialists. Even if a 9-1-1 Specialist is not interested in other areas, developing educational goals will enhance an employee's skillsets. Some recommendations for employees to develop their own paths include the following:

- Sharing success stories – Allowing supervisors, those that have left to pursue other facets in the industry, and those that have enjoyed a full career with the industry, to share their success stories can help influence those who are still in the beginning or middle stages of their careers.
- Allowing for special assignments – Some agencies across the nation assign call-takers to special assignments, such as training, QA, and public education, as a short-term reward or to experience other facets of emergency telecommunications. This further allows 9-1-1 Specialists to see what goes into running a communications center, allows them to be a part of something bigger, and helps improve the PSAP holistically.

Maryland PSAPs are experiencing high attrition rates. MCP has found in its interactions with 9-1-1 Specialists statewide that one of the reasons people do not stay in their positions for any length of time is the lack of career opportunities or upward mobility. A viable career path helps to encourage and ensure longevity, strengthening the PSAP's investment in the employee and the employee's investment in the PSAP. Other fields within public safety often offer special assignments to their employees, which allows them to still contribute to the agency. In public safety communications, that could include assignments as a QA specialist, a training specialist in the formalized academy, or a public-education and community-outreach specialist. Some PSAPs in Maryland rotate their 9-1-1 Specialists to these roles for two to three years, while others promote them to these positions.



3 9-1-1 Specialist Staffing

3.1 Staffing Determination Methods

Industry tools are available to assist communications centers with determining baseline staffing requirements for call-takers, dispatchers, and supervisors.

APCO offers Project RETAINS,¹¹ developed by the University of Denver Research Institute in 2004. The RETAINS toolkit 2.0 expanded its functionalities and capabilities. RETAINS has three tools that can be used to estimate appropriate staffing levels. The staffing estimator tool is “a series of worksheets that help you calculate the number of employees needed for fixed position and volume-influenced positions.”¹² RETAINS is available for a subscription. From appearances, the last update was in 2009.

NENA offers a Communications Center Staffing Tool, which is available through the Staffing Workshop or the Center Manager Certification Program. Both the Workshop and the Center Manager Certification Program are available for a cost. NENA notes that the workshop is hands-on, and has “you using the Tool during the workshop to determine your center’s staffing needs at a high-level. You will use a combination of facilitator-provided practice data and your PSAP’s actual data to determine the staffing needs of your center.”¹³ NENA’s tool was updated as recently as June 2019.

Both tools utilize agency-specific data, such as call and incident volumes, and other data, such as employee leave, to calculate baseline staffing needs. One major difference between the tools is that NENA considers the workload in terms of incidents that a dispatcher can or should be able to handle at one time, whereas RETAINS does not. While this is a subjective number, the agency itself defines the parameters.

Generally, the following data, at a minimum, is needed:

- Served population
- Authorized staffing levels
- Call and incident volumes, parsed by shifts
- Call and incident processing times
- Average leave usage
- Allotted meals and breaks
- Shift lengths
- Days worked annually

¹¹ “APCO Project RETAINS,” APCO International, 2018. <https://www.apcointl.org/resources/staffing-and-retention/retains.htm>

¹² “The Tools.” Staffing and Retention Tool Kit for Public Safety Communications Center Managers. Association of Public-Safety Communications Officials-International. <https://retains.apcointl.org/>

¹³ “Comm Center Staffing Workshop.” National Emergency Number Association. <http://www.nena.org/?page=CommCenterStaffing>



The RETAINS tool is available online and data is entered into several areas. RETAINS provides a PDF report after the required data is entered. The report contains an Agency Overview that shows the demographics and the communications services provided. There is a workload summary that shows the entered call volumes by category and the respective percentage. This is followed by a Staffing Summary that shows the overall authorized staffing and the tool's calculation for estimated staff. The Positions Calculations shows how the figures were derived. The final section is the Staffing Availability, which shows the leave time and break time averages for each position, culminating in the net available work hours. The final documents in the report are primarily boilerplate language for dispatcher guidelines. The statistics in this section are based on the size of the organization compared with average responses from the 2009 Project RETAINS Next Generation study.¹⁴

The NENA tool is captured in an Excel spreadsheet, with different tools for the varying shift lengths. Each tool provides for coverage- and volume-based calculations for each discipline—call-taking, law enforcement, fire, emergency medical services (EMS), text-to-9-1-1, NCIC, and supervision. Users enter initial data on a summary sheet. For coverage calculations, users enter specific information onto the respective tab. There is no printed report with boilerplate language; users must interpret the data. This is why attendance at an in-person course is required for access.

It is not as simple as entering data into either tool to calculate staffing requirements. The output also must be analyzed, with considerations given to the operational configuration of the PSAP, other work-related responsibilities, supervisory responsibilities, and performance metrics, such as adherence to adopted industry standards and the abandoned call rate.

Erlang C calculations can be used to determine the number of telecommunicators that must be available each hour of the day to answer incoming calls to meet legislated or adopted call-answering standards. The calculations can consider the agency's shrinkage factor. Again, the data must be analyzed with considerations given to the agency's operational configuration and efficiencies that could be realized due to some expected downtime between calls.

"Staffing is an art, not a science. Common sense and experience play a large role in ... staffing configurations ..."¹⁵ There is no "best" method for determining appropriate staffing levels. Using multiple methods, and comparing results, combined with industry experience, is a best practice that can yield repeatable and verifiable results.

3.2 Retention

Many PSAPs across the country struggle with staffing shortages. Tenured employees are retiring; others just leave for any number of reasons—shift work, the hours, child-care issues, stress, lack of retirement benefits, lack of staffing—leading to increased and mandated overtime, and better pay in the private sector. This often leads to insufficient staffing, in turn creating a vicious cycle.

¹⁴ Verbiage indicating the average responses were from the 2009 study were confirmed in late 2018.

¹⁵ Lake, James. "Staffing for Retention in the PSAP." 2008.

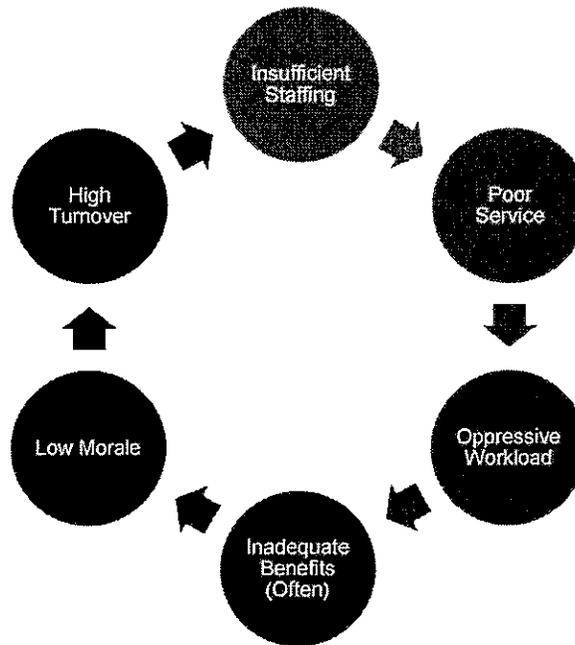


Figure 8: Staffing Crisis Cycle

Staff members leave because they are overworked. Staff members are overworked because other staff members leave. Once this cycle starts, it takes years to get out of it. This leads to a staffing crisis.

When it comes to staffing a PSAP, the biggest challenge is retaining those employees who already are working in the PSAP. Successful operation of the PSAP requires trained and experienced staff. If a PSAP does not maintain an operationally sufficient level of trained and experienced personnel, the PSAP will experience a plethora of problems.

The Business Dictionary¹⁶ defines retention as follows:

An effort by a business to maintain a working environment which supports current staff in remaining with the company. Many employee retention policies are aimed at addressing the various needs of employees to enhance their job satisfaction and reduce the substantial costs involved in hiring and training new staff.

¹⁶ "Employee Retention." BusinessDictionary. <http://www.businessdictionary.com/definition/employee-retention.html>

At the heart of “poor” working conditions in the center is the issue of adequate staffing. To place an even greater focus on the staffing issue, one can look directly at the traditionally high turnover rate experienced in public safety communications. The turnover experienced by a PSAP can be used as a direct gauge of employee job satisfaction.

The national turnover rate in public safety communications is estimated to be approximately 15 percent to 20 percent; however, MCP is aware of several PSAPs whose attrition rate has been upwards of 25 percent. APCO’s Project RETAINS retention report does not have a current turnover rate, reporting 2009 data as its latest reference. In its report, APCO identifies the national turnover rate at 17 percent for 2005 and 19 percent for 2009.¹⁷ In Maryland, retention rates vary as shown in the table below.

Table 7: Maryland Retention Rates

9-1-1 Call Volume	Average 3-Year Retention Rate	Lowest Average Retention Rate	Highest Average Retention Rate	2018 Average Retention Rate
Up to 50,000	81.0%	69.5%	94.5%	82.4%
50,001 to 100,000 ¹⁸	79.7%	74.0%	88.5%	71.7%
100,001 to 400,000	84.4%	76.4%	88.7%	83.3%
400,001 +	76.9%	67.1%	93.7%	79.6%

PSAPs must establish a positive working environment that promotes retention of valuable 9-1-1 Specialists. Employee breaks, the ability to eat away from one’s desk, work schedules that are considerate to an employee’s personal and family needs, and the ability to take leave when needed are all conditions that are considered commonplace in any work environment but are often nonexistent in a PSAP.

To accomplish this, many PSAPs may need to “staff up” to cover the attrition rate while others may find a happy medium between coverage needs and attrition rate needs. Many PSAPs have established minimum staffing needs, which have determined authorized strength. When this number of staff members is all a PSAP has, losing even one person now places the center in a short-staffed position, which often needs to be covered with an overtime shift. The loss of a person in a small center is more noticeable than the loss of one person in a large center. In many instances, employees covering overtime shifts are mandated to work on off days (or extend a shift beyond the normal end time), thus, creating additional stress on the employee.

¹⁷ According to the APCO RETAINS Retention document, the comparison rates were derived from Project RETAINS Study I and the RETAINS Next Generation Study.

¹⁸ Some PSAPs were unable to provide data to compute retention.

The PSAP must hire a telecommunicator, which takes time. This process to post the position, review applications, test and interview applicants, and hire an employee takes a substantial amount of time and effort. Fast-tracking still could mean eight weeks. The PSAP now may be faced with another eight weeks of overtime.

The training process is another variable. The process of training a new telecommunicator to the point where they attain the level of the departed telecommunicator may take anywhere from six months to one year. Again, overtime may be the continued result. Even if the departed employee's salary (lapse salary) goes towards the overtime, it likely will not cover all of the overtime costs. It is unlikely that the PSAP anticipated the vacancy and budgeted additional funds for that vacancy. If another person leaves, the problem is exacerbated; thus, creating the cycle.

Based on the length of the hiring period, the training time, the number of people that fail to complete training, and current turnover rates, some PSAPs in Maryland may need to attempt to overhire 9-1-1 Specialists to improve retention.

Aside from the above-noted costs, turnover also has other factors, as noted in *Managing Employee Turnover*:

- Lower organizational morale
- Lower organizational engagement
- Lower organizational performance
- Additional training for new employees
- Loss of knowledge retention¹⁹

The more work demanded, the less desirable the working conditions, the more turnover created. When more turnover is created, this leads to more work demanded from existing staff and less desirable working conditions. It actually can increase to the point that a PSAP may never see a "full staff" level again. However, not all turnover is bad. "Some turnover is healthy because it weeds out the disengaged"²⁰

¹⁹ "Managing Employee Turnover." BambooHR | PayScale Human Capital.

²⁰ Fox, Adrienne. "Drive Turnover Down." SHRM. July 1, 2012. <https://www.shrm.org/hr-today/news/hr-magazine/pages/0712fox.aspx>

Recommendations

- Track 9-1-1 Specialist voluntary (when an employee chooses to leave) and involuntary (when the employer initiates the separation) turnover across the state
- Engage a “stay” survey—what causes 9-1-1 Specialists to stay in their positions
- Determine a healthy retention rate for which to strive
- Create positive work environments

3.3 Supervisor-Employee Ratio

Appropriate and focused supervision of operational personnel is critical. National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance, and Use of Emergency Communications Systems*, Section 7.3.4, states, “Supervision shall be provided when more than two telecommunicators are on duty.”²¹ Unfortunately, there is no industry standard for employee-supervisor ratios.

The Department of Homeland Security (DHS), coordinating with federal, state, and local governments established the National Incident Management System (NIMS). The Incident Command System (ICS), which falls under the Command and Coordination element of NIMS, previously required a supervisor when there are between three and seven persons performing similar functions, with the optimal span of control being five. The new guidance regarding span of control is how many people can be effectively managed, leaving it up to each agency to determine the number.

Maintaining an appropriate span of control ensures effective management by enabling supervisors to direct and supervise subordinates, and to communicate with and manage resources.

The International Customer Management Institute (ICMI) notes, “In contact centers, somewhere between 8 and 12 agents per supervisor makes sense in many centers. But a 5:1 or 20:1 ratio may be equally justifiable – there’s simply no alternative to understanding your own unique environment and making a decision that is right for you.”²²

²¹ “NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems,” National Fire Protection Association, 2019. <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221>

²² “Staff to Supervisor Ratio.” ICMI. <https://www.icmi.com/resources/2012/Staff-to-Supervisor-Ratio>

ICMI also notes trends that drive span of control up or down.

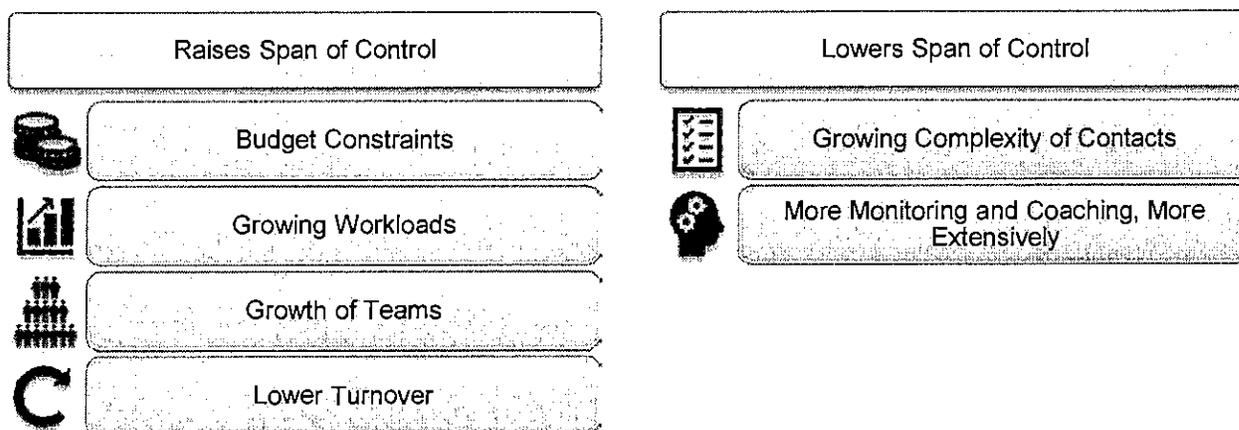


Figure 9: Span of Control

While MCP concurs with the ratio of eight to 12 staff per one supervisor, we recommend keeping the span of control capped at 7:1 in large centers due to the ever-changing incidents that are being handled within the PSAPs and particularly in light of NG9-1-1.

Dedicated supervisors, without responsibility for answering incoming calls or dispatching responders, are recommended when staffing exceeds five persons per shift. Dedicated supervisors can perform and focus on supervisory functions, such as the following:

- Provide coordination and direction during major emergency incidents
- Are available for problem-solving
- Serve as a single point of contact for responder agencies
- Are readily able to identify areas for growth among subordinates
- Have the ability to document employees' performance for annual/periodic reviews
- Provide a narrower scope of supervision when implementing new policies and procedures
- Provide more supervision for diversified, complex tasks
- Stay current with technological changes/advancements
- Provide guidance to new employees who have less training and experience
- Provide greater knowledge of laws, procedures, and administrative processes
- Focus on the operations of the 9-1-1 center as a whole
- Focus on customer service to the public and subscriber agencies
- Allow for improved communications with management, subordinates, and responder agencies
- Spend more time with subordinates individually, daily

- Allow for operational efficiency
- Identify areas for remedial training, counseling or discipline, when appropriate
- Address issues upon occurrence, not after the fact
- Set priorities
- Allow for delegation of tasks/responsibilities

Recommendations
<ul style="list-style-type: none"> • Cap supervisory span of control in large centers at a ratio of 7 to 1
<ul style="list-style-type: none"> • Use dedicated supervisors when staffing exceeds five per shift

3.4 Future Staffing Considerations

Predicting staff for the long term is not as statistically simple as it used to be. The 9-1-1 community already has begun its transition to NG9-1-1, which introduces “new” media into the PSAP environment, which has been voice-centric for decades. While only five of the 24 PSAPs currently accept text messaging, the effort is underway throughout Maryland to ensure that this capability soon is available across the state.

With text messaging being accepted at PSAPs across the nation, images and streaming video may quickly follow. In addition, the number of devices able to transmit data continually increases—body cameras, drones, smart home devices, wearable devices, and industrial sensors—the list can go on and on. All of these devices have the potential to transmit data to a PSAP in the future; what is unknown is how this will affect staffing in the digital age. It is likely that “digital analysts,” as the Police Executive Research Forum (PERF) notes, may be responsible for analyzing the information before it is shared with responders.²³ Will these “analysts” be in a PSAP, a fusion center, or possibly a real-time crime center? Will all 9-1-1 Specialists be considered “analysts” or is it a specialized position? How PSAPs choose to approach the data that will be available, as well as the associated tasks, will be up to each agency unless a statewide approach is taken, which is recommended. Maryland is progressing in this area with the Commission to Advance Next Generation 9-1-1 Across Maryland.

It is possible that call and incident volumes may decrease due to the various forms of data that could be presented to a 9-1-1 Specialist, and the form of presentation. Use of the ASAP-to-PSAP program²⁴ may become more widespread. Technology may develop that allows sensory devices to input data directly into

²³ The Police Executive Research Forum published a critical issues document entitled *The Revolution in Emergency Communications* in November 2017 that looks at some of the issues that will need to be addressed for NG9-1-1. The report can be found here: <http://www.policeforum.org/assets/EmergencyCommunications.pdf>

²⁴ “The Automated Secure Alarm Protocol (ASAP) program is a computer-aided dispatch system designed by the Central Station Alarm Association (CSAA) and the Association of Public Safety Communications Officials (APCO Int’l). The protocol reduces the two- to three-minute relay currently in place by allowing a computer at the dispatch center to process data.” <https://www.apcointl.org/resources/interoperability/asap-to-psap/>

a CAD incident, bypassing the 9-1-1 Specialist altogether. Similarly, citizens may be able to access incident systems to report events without speaking to a 9-1-1 Specialist. The opportunities far exceed the 9-1-1 community as we know it today.

What is understood is that most 9-1-1 calls in the legacy environment are usually the aftermath of an event—the result of something that already has occurred. This is likely to still be the case, with calls supplemented with additional data, such as images of a vehicle accident. The deaf-and-hard-of-hearing community are more likely to send images with a text as their primary means of communicating with 9-1-1. Call volume is not likely to increase exponentially with the acceptance of multimedia in a PSAP.

What is certain is that today's 9-1-1 operational environment no longer will be the same. "Calls," whether voice-only, data-infused or a Skype-type, may take longer to process in the future, but this is unknown. If multimedia is supplemental information, the voice call itself may be processed as normal, including the dispatch of responders, with an "analyst" reviewing the multimedia for additional information to supplement the initial response. Perhaps the multimedia becomes part of the incident record for future use if needed. While the 9-1-1 Specialist position as we know it today almost certainly will change, a similar type position and responsibility seems likely—but what it really will "look like" is evolving—and may be different across the state, unless a statewide approach is taken.

The most imminent data is text messaging. Because text-to-9-1-1 is part of a statewide effort, when most counties in Maryland can accept text messages, there will be a statewide campaign launched to notify residents and visitors of the ability to send texts to 9-1-1 in an emergency when a voice call cannot be made. Texts may take longer to process and will require a 9-1-1 Specialist to be able to type responses while remaining compliant with policies and procedures. NENA recommends that a telecommunicator handle no more than three text sessions at one time. Unfortunately, what is not well-known within Maryland is the length of time it takes to process a text, because the data is not being captured.

It is imperative that PSAPs begin to collect key performance indicators on an annual basis, including call-answering (in whatever format) and -processing times, call volumes by type, incident volumes, staffing levels, customer satisfaction, and QA/QI (quality improvement) review outcomes. This information is necessary to enable data-driven decision-making and to identify trends. MCP recommends a statewide management information system (MIS) to collect data on incoming 9-1-1 calls. While MCP recognizes this is a large undertaking, there is a need to have the ability to collect and analyze data. Several states across the nation are working to implement this type of database in order for counties to better make decisions and for state entities to better allocate and prioritize funding. For example, if a state funds training for telecommunicators, knowing how many telecommunicators are authorized across the state enables the state body to know approximately how much its annual budget should be to adequately fund that initiative.

Companion documents to this state report have been prepared for each county. One section of the documents discusses the number of 9-1-1 Specialists that should be available to answer incoming 9-1-1 calls to meet the requirements set forth by industry standards and Maryland legislation. Information also was provided regarding how many 9-1-1 Specialists are needed to staff one position 24 hours a day, 7 days a week (24 x 7).



While this information does not address future staffing, it provides a glimpse into current staffing requirements. With the realization that proper staffing is an intricate balance between providing quality service at reasonable personnel and financial costs, PSAPs must begin to address staffing needs for the immediate term and future term.

Recommendation
<ul style="list-style-type: none"> Implement statewide MIS system

3.5 Shift Plans

PSAPs throughout the state operate a variety of shifts and schedules, from 8-hour, 5 on/2 off to 12-hour, 4 on/4 off—with two day shifts followed by two night shifts followed by four days off—to 24-hour on/72-hour off. Seventeen agencies operate 12-hour shifts.

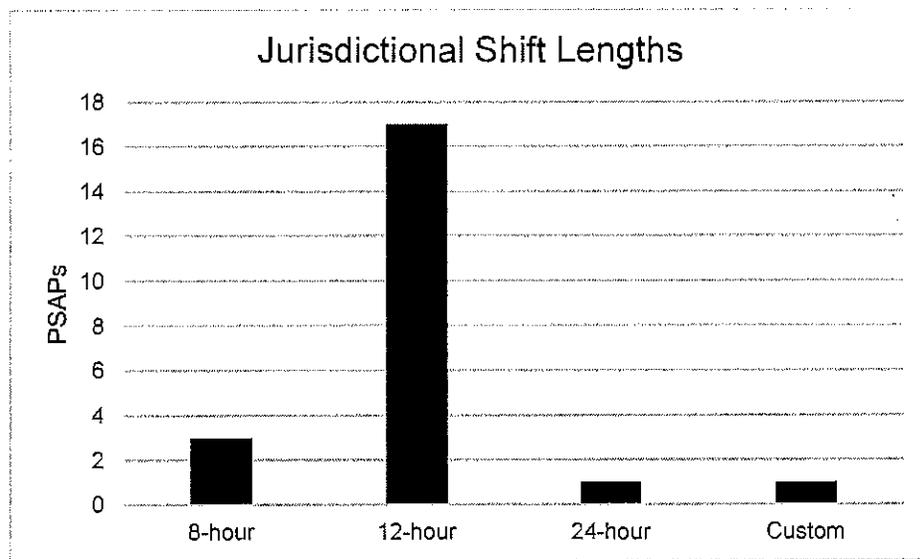


Figure 10: Shift Lengths

Of the PSAPs that operate 12-hour shifts, there is an even split between the 4 on/4 off and the 2 on/2 off, 3 on/2 off, 2 on/3 off, with every other weekend being three days. One agency works a modified version of the 2 on/2 off cycle, working one-and-a-half days with two-and-a-half days off, and then continuing with a half day with each full day (or set of full days) before repeating. One agency works a 3 on/3 off schedule. One agency operates the 4 on/4 off schedule, with a power shift operating on the 2 on/2 off cycle.

The 8-hour shifts also vary with a 6 on/3 off (8.25 hours), a 5 on/2 off, and a 5 on/3 off rotation.

One agency has a custom 8-week cycle and one agency operates 24-hour shifts.

MCP conducted an optional online survey²⁵ of all 9-1-1 Specialists within the state; two questions pertained to shift preferences. The first question asked about shift length (8-, 10-, 12- or 24-hour), while the second asked about shift schedules (on/off days, permanent/rotating).

Of the 301 responses, 12-hour shifts are the preference.

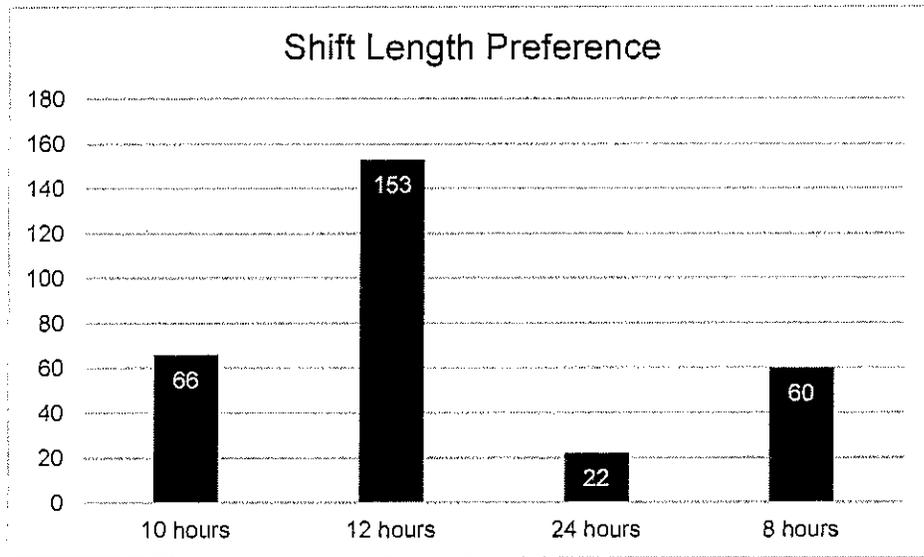


Figure 11: Shift Length Preference

²⁵ As the survey was optional, some PSAPs elected not to share the survey with staff.

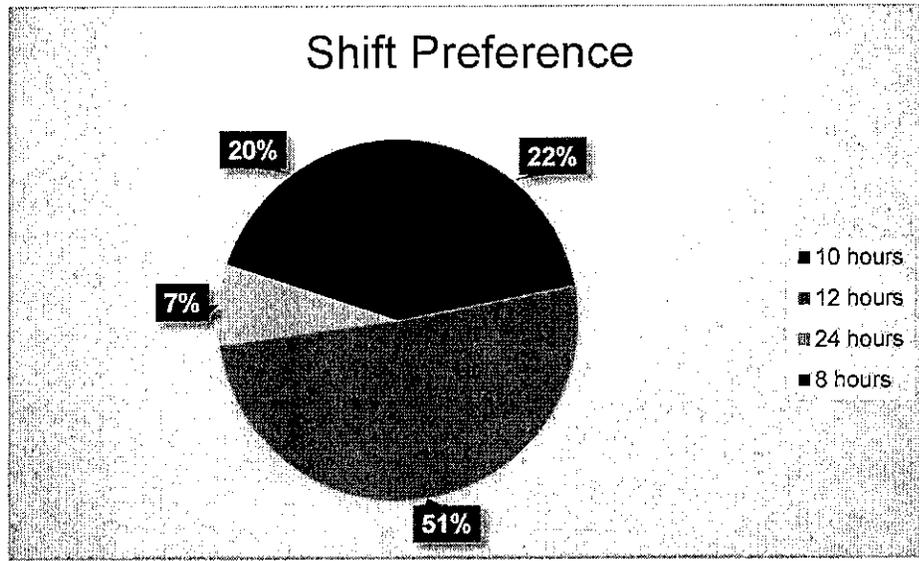


Figure 12: Shift Preference Percentage

There are any number of schedules that can be considered for 24-hour operations, and many are already in use within the state. There is no perfect schedule and one model does not fit all agencies. Larger operations, for example, would find it difficult to operate 24-hour shifts with a quarter or a third of the staff on rest breaks for extended periods of time. Staffing 8-hour shifts generally requires more staff than 12-hour shifts. Ten-hour shifts often have an overlap period or staggered start times, making scheduling more difficult. Some centers across the county offer multiple shift options of 8-, 10- and 12-hours. Ultimately the decision is based on what works best for the agency. An overview of some common plans is provided below.

Panama

The Panama plan uses four squads to provide 24 x 7 coverage with 12-hour shifts; two squads work days and two squads work nights. The pattern is 2 on/2 off, 3 on/2 off, and 2 on/3 off. Every other weekend is a three-day weekend. After 28 days, the squads switch from days to nights or vice versa; thus, it is a slow rotation plan. Unless working an overtime day, staff members do not work more than three consecutive days. This plan requires an average of two hours per week of overtime.

Pitman

The Pitman plan is essentially a variation of the Panama, with permanent shifts, and uses four squads to provide 24 x 7 coverage; two squads work days and two squads work nights. The pattern is the same with 2 on/2 off, 3 on/2 days off, 2 on/3 off. Every other weekend is a three-day weekend. Unless working an overtime day, staff members do not work more than three consecutive days. This plan requires an average of two hours per week of overtime. This plan is in use by multiple PSAPs across the state.

There is also a variation of the Pitman plan where staff rotate between days and nights every 14 days.

DuPont

The DuPont plan uses four squads on 12-hour rotating shifts. The schedule is more complicated, but squads have seven consecutive days off each month.

Squad	Week 1							Week 2							Week 3							Week 4													
A	N	N	N	N				D	D	D				N	N	N				D	D	D	D												
B	D	D	D		N	N	N				D	D	D	D							N	N	N	N											
C				D	D	D	D								N	N	N	N				D	D	D		N	N	N							
D								N	N	N	N				D	D	D		N	N	N								D	D	D	D			

This shift requires staff members to work 72 hours in one week every four weeks. This plan requires an average of two hours per week of overtime.

Fast 12 Rotation

The fast rotation plan again uses four squads on 12-hour rotating shifts. Each squad works a sequence of 2 day shifts, followed by 2 night shifts, followed by four days off. This plan requires an average of two hours per week of overtime. This plan is in use by multiple PSAPs across the state.

4-2 4-3 4-3 Ten-Hour Rotating

This schedule requires five squads that rotate through three shifts; the cycle repeats after 20 days. There is a staffing overlap each day, which provides extra staffing during high-activity periods. Employees start times also could be staggered to reduce the overlap. For large centers, this may be cumbersome unless scheduling software is employed.

Squad	1 – First Shift 2 – Second Shift 3 – Third Shift																						
A	1	1	1	1				3	3	3	3				2	2	2	2					
B	2				1	1	1	1					3	3	3	3					2	2	2

Squad	1 – First Shift 2 – Second Shift 3 – Third Shift																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
C		2	2	2	2				1	1	1	1			3	3	3	3		
D	3	3				2	2	2	2				1	1	1	1			3	3
E			3	3	3	3				2	2	2	2				1	1	1	1

There is also a 4 on/3 off variation. This schedule is fixed and not all staff members would have weekends off. This schedule likely would require a rotation to afford all staff members some weekends off throughout the year.

There is also a 5 on/3 off, 5 on/4 off, 5 on/3 off variation.

24-48 or 24-72

The 24-hour schedules can use three or four squads. The 24 on/48 off shift schedule uses three squads, while the 24 on/72 off schedule uses four squads. A squad is on-duty for 24 hours, followed by two or three days off, depending on the rotation. During the 24-hour shift, staff members are allocated a rest period of six or eight hours, depending on the agency. Staff members generally remain onsite so that they can be recalled if necessary.

Another 24-hour plan is the Kelly shift schedule, which requires three squads. Staff work 24 on/24 off, 24 on/24 off, 24 on/96 off.

Fixed 8-Hour

The fixed 8-hour plan requires three squads to cover 24 x 7 operations. Typically, staff members work a 5 on/2 off schedule, and a squad's work days are staggered across the squad to cover each day of the week. The downside to this is not everyone has weekends off.

A variation of the fixed 8-hour is a 5 on/3 off, with weekends off rotating through the squads.

4 Call Processing

4.1 Standards

Throughout the country, communications centers adopt and use industry standards and best practices to assure the effectiveness of the agency and that the best possible service is provided to citizens and first responders. Measurable standards create an objective view of 9-1-1 operations and provide for consistent interactions with the public and first responders.

Call-processing standards and best practices most often used in 9-1-1 communications centers are from NENA and NFPA; each is an American National Standards Institute (ANSI)-accredited standards development organization (SDO). The Commission on Accreditation for Law Enforcement Agencies (CALEA) also has standards for communications centers seeking accreditation. NENA and NFPA have standards for call answering.

NENA, a non-profit corporation, is dedicated to a "public made safer and more secure through universally available state-of-the-art 9-1-1 systems and trained 9-1-1 professionals"²⁶ NENA's mission is to improve "9-1-1 through research, standards development, training, education, outreach, and advocacy."²⁷ NENA has several topic-specific committees that develop PSAP-related recommendations and standards and other information documents pertaining to PSAP operations. NENA recommendations and standards give PSAPs the tools needed to maintain a consistent level of service and work in relation to their peers in neighboring counties and states.

NENA 56-005, *Call Answering Standard/Model Recommendation*, was:

... developed to serve as a model standard operating procedure for the calltaking function within Public Safety Answering Points (PSAPs).

To provide uniformity and consistency in the handling of 9-1-1, other emergency calls and administrative non-emergency calls, the following call-taking standards are recommended:

- *Operational level of service*
- *Order of answering priority*
- *Answering protocol*
- *Information gathering*
- *Call transfer*

²⁶ "NENA's Mission," National Emergency Number Association. <http://www.nena.org/?page=Mission>

²⁷ Ibid.

In addition, this document provides guidelines for handling non-standard calls, such as abandoned, disconnects, misdials, unintentional, prank and misrouted calls (including nomadic VoIP²⁸ calls). A recommended course of action is described which will enable the telecommunicator to address data failures, such as the loss of ANI or ALI²⁹, equipment problems and redundant calls.³⁰

Section 3.1 of the standard states, "Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) shall be answered within ten (10) seconds during the busy hour (the hour each day with the greatest call volume, as defined in the NENA Master Glossary 00-001). Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds."³¹

Also a non-profit organization, NFPA "delivers information and knowledge through more than 300 consensus codes and standards, research, training, education, outreach, and advocacy ..."³²

NFPA 1221, 2019 Edition, Section 7.4.1, states, Ninety- [sic] percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of alarms shall be answered within 20 seconds."³³

NFPA further defines call processing times. Section 7.4.2 states: "Call processing time shall include the time from call answer to initial notification of the responding ERU(s)."³⁴ Explanatory material for this section states, in part:

Transfers, especially multiple transfers, have the impact of making compliance with the overall processing time standard nearly impossible. Given the life safety implications for critical incidents, PSAPs should make every effort to reduce/eliminate transfers, thereby reducing the amount of time required to answer, process, transfer, and dispatch alarms.³⁵

Section 7.4.3 states: "Emergency alarm processing for the highest prioritization level emergency events listed in 7.4.3.1 through 7.4.3.2 shall be completed within 60 seconds, 90 percent of the time."³⁶ Sections 7.4.3.1 and 7.4.3.2 provide the highest prioritization levels.

²⁸ Voice over Internet Protocol

²⁹ Automatic number identification/automatic location identification

³⁰ "9-1-1 Call Answering Standard," National Emergency Number Association, June 10, 2006 (Revised 8/31/2017). <https://www.nena.org/?page=911CallAnswerStd>

³¹ Ibid. Section 3.1. page 8 of 12.

³² "NFPA Overview," National Fire Protection Association, 2017. <http://www.nfpa.org/about-nfpa/nfpa-overview>

³³ "NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems," National Fire Protection Association, 2019. Section 7.4.1. <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221>

³⁴ Ibid., Section 7.4.2.

³⁵ Ibid.

³⁶ Ibid., Section 7.4.3.

NFPA does not address law enforcement call-processing and -dispatching times, allowing the jurisdictions to establish time frames for dispatch in accordance with respective SOPs.

These standards continue other operational parameters and PSAPs are encouraged to be familiar with both.

There is no federal legislation regarding 9-1-1 call answering and call processing, operationally. Nevertheless, PSAPs, if they have not already done so, are encouraged to adopt an industry call-answering standard, in addition to Maryland's legislative requirement. COMAR, Title 12, Department of Public Safety & Correctional Services, Subtitle 11, Office of the Secretary, Chapter 12.11.03., 9-1-1 Emergency Telephone System, states:

A county or multicounty area shall maintain an enhanced 9-1-1 system that has a sufficient number of call takers and equipment to consistently answer incoming calls on a daily average of 10 seconds or less.

Meeting NENA's standard, not just during the busy hour, but also during all hours, should ensure that PSAPs also meet Maryland's standard.

4.2 Protocol Usage

The IAED defines a protocol as "a highly-defined procedure placed into a reference system...designed to lead the calltaker through a predictable, repeatable, and verifiable process for a specific situation."³⁷

Protocols involve a set of scripted questions designed to elicit as much information from the caller as possible.³⁸ At case entry, essential information is gathered in a standardized format, including the address of the incident, the caller's phone number and name, and the problem. Once the problem or chief complaint has been identified, questioning continues to help assess scene safety, prioritize the response, select appropriate instructions for the caller, and provide pertinent information for responders. The questions are designed to be asked verbatim and in order. Where the answer is obvious, questions may be skipped. Post-dispatch instructions are designed to ensure responders' and the caller's safety. If necessary, pre-arrival instructions—potentially life-saving, scripted instructions—are provided.

³⁷ The National Academies of Emergency Dispatch® (2011) *Emergency Telecommunicator Course Manual*, Edition 3. Salt Lake City, Utah: Priority Press.

³⁸ While there are numerous vendors for dispatch protocols, the terminology and information referenced is from Priority Dispatch; other vendors may have slightly differing terms and sequencing. PowerPhone and APCO also offer protocol systems.

The pros of dispatch protocol include standardization, the ability to provide uniformed instructions and the ability to prioritize responses. A structured protocol can provide consistent answers to pre-determined questions that may improve the way dispatchers communicate with units in the field. Even more importantly, it has been shown to save lives.

Yet some industry experts prefer to rely on a dispatcher's experience when handling a situation. They feel that stringent use of protocols may lead dispatchers to becoming more of a robot— or at least feeling like ... a robot— than a skilled professional. Increased scrutiny of a dispatcher's performance can also lead to negative morale issues.³⁹

COMAR requires jurisdictions to provide emergency medical dispatch (EMD) for the benefit of its citizens and visitors. To this end, all 24 jurisdictions within the state use EMD protocols from the IAED.

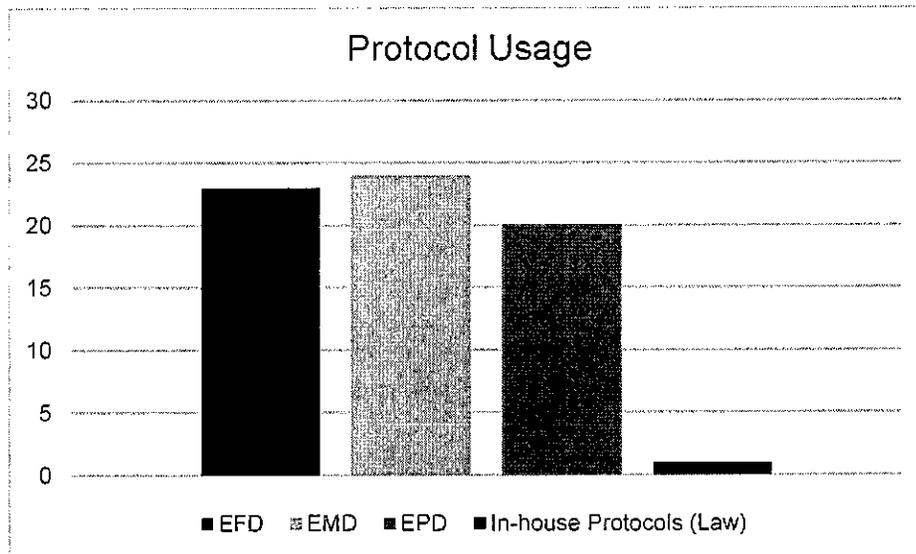


Figure 13: Protocol Usage

All primary PSAPs that dispatch fire services, 23 in total, use Emergency Fire Dispatch (EFD) protocols from the IAED. Twenty jurisdictions use Emergency Police Dispatch (EPD) protocols from the IAED, while one agency uses in-house developed protocols for police response.

³⁹ Scott, Mike. "Dispatch Protocol Systems, The Good the Bad and the Ugly." 9-1-1 Magazine. February 2003. <https://www.emergencydispatch.org/articles/ProtocolSystems.html>

Entities that utilize the IAED's internationally recognized protocols, available through Priority Dispatch Corporation, can apply to become an Accredited Center for Excellence (ACE). The Harford County Department of Emergency Services is a Tri-ACE, meaning that the 9-1-1 center is accredited for each protocol. Harford County is one of only ten Tri-ACE entities in the United States. Prince George's County Public Safety Communications is accredited in two disciplines.

All PSAPs in the state utilize protocols, of some form, for processing incoming calls for service, which is a best practice and should continue. It is, however, important to acknowledge that there are challenges with protocols. One challenge concerns call-processing times and meeting industry standards when a fire agency is accredited.⁴⁰ NFPA 1221 requires that "[e]mergency alarm processing for the highest prioritization level emergency events ... shall be completed within 60 seconds, 90 percent of the time."⁴¹ This means that answering the call and then notifying the field units needs to occur in 60 seconds or less. However, protocols generally require more time to be spent with a caller. "Pre-alerting" or dispatching the first unit is a way that some agencies across the country ensure that the time frame is met; this involves gathering the address of the incident and its general nature, and then dispatching responders while additional information is gathered from the caller.

Another challenge concerns the perception of EPD protocols, which are used less often than EMD and EFD protocols. Common feedback often heard is that strict adherence to EPD protocols can be seen as impeding effective law enforcement dispatching processes. The preference is often for telecommunicators to be afforded the flexibility to use their experience to make decisions concerning the collection of information and to amend the dispatching procedures as dictated by the incident.

A more recent version of ProQA Paramount, Priority Dispatch's call-taking protocol software, allows EPD questions to be removed if they do not affect the determinant response, meaning an agency could remove some questions. This could shorten time-to-dispatch points. Another option is to dispatch critical law enforcement incidents before the dispatch points established through the ProQA software, for example, after the telecommunicator receives an address and a generic chief complaint. This would be handled through an SOP that details the specific incidents or criteria that would trigger an expedited response; otherwise, the agency would need to use the dispatch points established in the protocol.

"Protocols have become an integral part of modern day, emergency dispatch operations. Protocols reduce variance, ensure a continuity of care, reduce liability, standardize response decisions, and provide a basis for performance measurement and quality improvement efforts."⁴² Protocol usage should continue in Maryland.

⁴⁰ Four fire agencies in Maryland are accredited: Joint Base Andrews Fire Emergency Services, Montgomery County Fire Rescue Service, National Institutes of Health Fire Department, and Fort Detrick Fire & Emergency Services. Only Montgomery County Fire is dispatched by a primary PSAP.

⁴¹ "NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems," National Fire Protection Association, 2019. Section 7.4.3. <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221>

⁴² "Protocol Use in Emergency Dispatch: An Evolving Standard of Care," 9-1-1 Magazine.com, May 13, 2011, <http://dispatchingdiscussions.blogspot.com/2013/05/protocol-use-in-emergency-dispatch.html>.

4.3 Overflow Configurations

In the legacy 9-1-1 system, there are two types of call-processing configurations if the 9-1-1 call cannot be routed to the designated PSAP: alternate routing and default routing. Alternate routing is the plan for routing calls to other PSAPs when the target PSAP is busy or otherwise unavailable (e.g., major events, abandonment, equipment failure, or circuit failure). Default routing is the plan for calls that come in without location information.

In today's world of legacy time-division multiplex (TDM) call delivery and legacy selective routers, overflow options are somewhat limited. It is important to consider the relative staffing levels and call volumes of alternate PSAPs. Alternate PSAPs must be of comparable size and staffing to avoid overwhelming the staff when alternate routing is in effect. It also is advisable to notify the alternate PSAP whenever possible that they are about to start receiving another PSAP's calls. Those PSAPs that alternate-route in Maryland do so to an adjoining county or to its backup center. Default routing in many cases is to a 10-digit number at the primary site.

Alternate Routing: All 9-1-1 trunks are busy or out of service.

Default Routing: Incoming 9-1-1 calls cannot be selectively routed due to ANI failure or other cause.

In the NG9-1-1 environment, the Policy Routing Function (PRF) greatly enhances the options for rerouting calls. Calls may be routed to multiple PSAPs, based on location, to distribute the load. Geospatial call routing allows for the use of geofencing to send calls within a specific area to a specific PSAP. Certain call types, such as text-to-9-1-1, can be routed to PSAPs that have the capability of handling them. Some alternate PSAPs may have regional dispatching capabilities while others only can answer the call and must contact a different center (perhaps even the original designated PSAP) to dispatch the call.

When the Emergency Services Internet Protocol (IP) Network (ESInet) is in place, calls can be routed across the state or to other parts of the country. It no longer will be necessary to rely on a neighboring PSAP, which may be facing the same circumstances. Other PSAPs likely will be better suited to assist. For example, if a large storm is predicted to come up the Chesapeake Bay, it would not be advantageous for coastal counties to be routing to each other; it would be best if those counties could route to more geographically-diverse parts of the state or to jurisdictions outside the state. While it is ideal that the call stay within state boundaries, it is also imperative for each county to have a secondary backup plan should that be infeasible.

5 Quality Assurance

QA is an essential component of PSAP operations as it can improve the level of service provided to citizens and is a best practice to improve overall PSAP performance, as is QI.

Merriam-Webster⁴³ defines quality assurance as follows:

A program for the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.

APCO and NENA in their joint standard, APCO/NENA ANS 1.107.1.2015, *Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points*, define⁴⁴ QA as “[a]ll actions taken to ensure that standards and procedures are adhered to and that delivered products or services meet performance requirements.”⁴⁵ QI is defined as “[a]n organized system that assesses and evaluates the process to improve the quality of services provided.”⁴⁶

This standard states that the QA/QI process is designed to measure “the quality and performance of the service provided. This process includes, but is not limited to, the following criteria:

- Analysis of performance trends;
- Compliance to protocols and standard operating procedures;
- Customer Service;
- Optimizing the use of agency resources;
- Overall performance of each employee; and
- Reviewing the operation as a whole”⁴⁷

Section 5.3.1 of the standard states “The Agency shall ensure a sufficient number of case reviews are conducted for both call-taking and radio dispatch responsibilities of a telecommunicator.”⁴⁸ Section 5.3.1.2 further states that “PSAP agencies shall, in the normal course of business, review at least 2% of all calls for service. Where the 2% factor would not apply or be overly burdensome due to low or excessively high call volumes, agencies must decide on realistic levels of case review.”⁴⁹

The standard includes three specific elements that help to improve the quality within a center:

⁴³ “Quality assurance.” Merriam-Webster. <https://www.merriam-webster.com/dictionary/quality%20assurance>

⁴⁴ Definitions within the standard are informative material and are not a part of the standard itself.

⁴⁵ “Standards to Download,” *Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points*, APCO International, section 1.3.30, page 16. <https://www.apcointl.org/standards/standards-to-download/>

⁴⁶ *Ibid.*, section 1.3.36, page 17.

⁴⁷ *Ibid.*, page 23.

⁴⁸ *Ibid.*, page 22.

⁴⁹ *Ibid.*

- 4.6 *The Agency shall establish a record-keeping system, including report forms or a computer-based data management system, to permit storage and subsequent evaluation of case records in a confidential manner.*
- 4.7 *The Agency shall establish a mechanism for reporting quality assurance/improvement performance scores to the appropriate personnel on a regular basis per agency and/or protocol guidelines.*
- 4.8 *The Agency should establish discipline-specific (i.e. law enforcement, fire/rescue, EMS) oversight committees who formally meet to insure compliance with Agency policies and procedures. Agendas and minutes of each meeting shall be maintained as part of the quality assurance process.⁵⁰*

There are other industry standards and best practices that address QA/QI.

CALEA requires a “documented quality checks of employees’ call taking and dispatch performance,” but does not address the percentage of reviews.

NFPA 1221, Section 7.7 states, “Communications centers shall establish a quality assurance/improvement program to ensure the consistency and effectiveness of alarm processing.”⁵¹ Explanatory material in Annex A states, “The purpose of the quality assurance program is to follow up and review calls with communications center employees, improve procedures, and make the corrections needed to improve service and response. Generally accepted statistical methods should be used when selecting calls for review.”⁵²

The IAED has established minimum case (call) review rules for agencies using its protocols, which applies to 23 jurisdictions in Maryland:

- “Agencies whose call volume is between 43,333 and 500,000 will be required to audit a percentage ranging between 3% and 1% (based on this sliding scale calculator) *[sic]*
- Agencies whose call volume is below 43,333 will be required to audit 1,300 cases (25 per week)
- Agencies whose call volume is below 1,300 will be required to audit 100% of their cases
- Agencies whose call volume is above 500,000 will be required to audit 1% of their cases”⁵³

⁵⁰ Ibid. sections 4.6-4.8.

⁵¹ “NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems,” National Fire Protection Association, 2019, <http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1221>

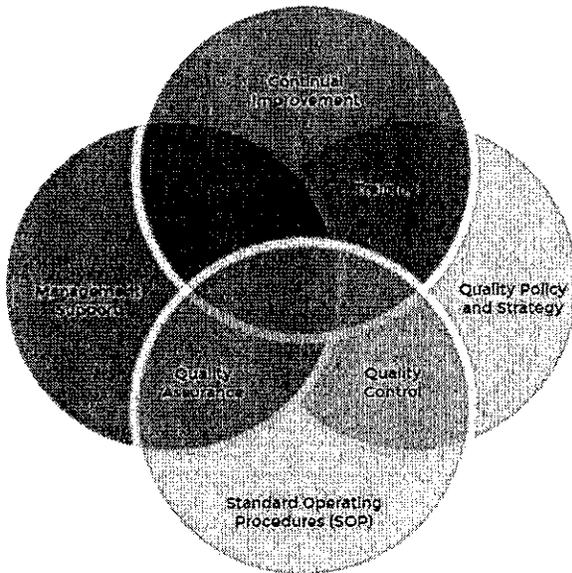
⁵² Ibid.

⁵³ Random Case Review Calculator,” International Academies of Emergency Dispatch. <http://www.emergencydispatch.org/AccredCalculator>

For the IAED, the annual call volume is the total number of respective calls handled through a protocol, whether it be police, fire, or medical.

APCO/NENA ANS 1.107.1.2015 provides the following definition for a QA/QI Program: "An on-going program providing, at a minimum, the random case review evaluating emergency call-taking and dispatch performance, feedback on protocol compliance, commendation, retraining and remediation as appropriate, and submission of compliance data to the Agency."⁵⁴ (The agency is the body that defines the roles, responsibilities, policies, procedures, and performance standards that direct the activity of the telecommunicator.⁵⁵)

Essential components of a QA program include SOPs, quality control, training, continual improvement, ethics, management support, and strategy.



A well-developed and defined QA/QI program ensures consistency of operations and identifies problems and corrective actions to resolve the issues. In today's 9-1-1 environment, having a QA/QI program is the recognized standard of care. Through a QA/QI program, calls are reviewed, feedback on performance is provided, and compliance with policies, procedures, standards, and best practices is ensured.

When providing EMD, as required by COMAR, adherence to the structured protocol becomes critically important. "This is especially true for agencies that provide some measure of post-dispatch and/or pre-arrival instructions to callers, directing the caller to actively do something to stabilize a patient or begin to mitigate an emergency before the arrival of the dispatched first responders. Evaluating performance

and compliance with protocols and procedures becomes as necessary as the provision of the protocol itself, since doing so incorrectly could wind up harming the patient or exposing the agency to liability."⁵⁶

Each primary PSAP in Maryland has a QA/QI program, although it may not be a standalone component of operations. To ensure alignment with national standards, PSAPs should ensure familiarity with the following APCO standards:

⁵⁴ "Standards to Download," Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points, APCO International, section 1.3.34, page 17. <https://www.apcointl.org/standards/standards-to-download/>

⁵⁵ Ibid., section 1.2.1, page 13.

⁵⁶ "The Numbers Game: Are Score-Based QA Systems Truly Representative of Dispatcher Performance," 9-1-1 Magazine.com, April 2008.

- *Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points*
 - “This standard defines the recommended minimum components of a Quality Assurance/Quality Improvement (QA/QI) program within a public safety communications center. It recommends effective procedures for implementing the components of the QA/QI program to evaluate the performance of public safety communications personnel.”⁵⁷
- *Core Competencies and Minimum Training Standards for Public Safety Communications Quality Assurance Evaluators (QAE)*
 - “This standard identifies the core competencies and minimum training requirements for Public Safety Communications Quality Assurance Evaluators (QAE). The QAE administers the Quality Assurance/Quality Improvement (QA/QI) process by providing compliance oversight, reviewing, and documenting an evaluation of the level of compliance with Agency directives and standards in an ongoing effort to ensure the highest levels of service to the public and emergency responders.”⁵⁸

In addition, those agencies using the IAED’s protocols should strive to meet the review percentages established by the Academy. Unfortunately, in many agencies, staffing is such that reviews are not consistently conducted and/or review percentages are unable to be met. To best determine the total time needed to complete reviews, the formula below is offered. This formula will provide an estimate of working hours needed to complete a robust QA/QI process for the PSAP. It does not account for calls that require more robust review, such as those with post-dispatch instructions or for trainees where a higher number of reviews may be protocol.

2% of total calls ÷ 12 months = monthly reviews × 45 mins each = total hours monthly to review calls

For current operations, there are third-party services available to PSAPs. National Q and the Denise Amber Lee Foundation provide QA reviews for a cost. National Q is a service provided by Priority Dispatch that provides expert case review and reporting to align with the IAED’s case review requirements for protocol usage. According to Priority Dispatch, use of National Q provides an objective review of the calls for service, ensuring consistency among reviews. The Denise Amber Lee Foundation offers third-party call reviews through its consulting program. The call reviews are conducted remotely by QA evaluators in alignment with the APCO/NENA standard.

With NG9-1-1 on the cusp of implementation in Maryland, thought must be given to QA/QI reviews in this environment of new media. PSAPs first must determine the criteria for which the new media types will be assessed. For example, if a caller transmits an image of a vehicle accident, what is the 9-1-1 Specialist supposed to assess the image for—vehicle colors and physical damage? Roadways being blocked? If

⁵⁷ Description, Establishments of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points, Operational Standards, APCO International. <https://www.apcointl.org/standards/standards-to-download/>

⁵⁸ Description, Core Competencies and Minimum Training Standards for Public Safety Communications Quality Assurance Evaluators (QAE), Operational Standards, APCO International. <https://www.apcointl.org/standards/standards-to-download/>

video is transmitted of an injured person, what is the expectation of the 9-1-1 Specialist? Triage? Pre-arrival instructions? Detailed parameters must be established to ensure that all staff members operate on the “same page.” Only once these parameters have been memorialized in an SOP will QA policies be able to be adapted to fit the new multimedia.

The percentage of reviews is unlikely to change in an NG9-1-1 environment, but it is likely that more effort initially will be placed on the new types of data to ensure accuracy when processing the “call.”

Fully developing QA/QI programs, to include multimedia formats, across the state will demonstrate an agency’s commitment to accountability and quality service in handling emergency calls for service. It will also demonstrate to the public the commitment to improving operations and providing the highest level of 9-1-1 service possible.

6 Compensation

With the passage of Senate Bill 284/House Bill 1090, titled “9-1-1 Specialists – Compensation and Benefits,” effective June 1, 2019, telecommunicators are now recognized as public safety. The law states that the Maryland General Assembly “finds that 9-1-1 Specialists are key members of the team of public safety personnel responding to requests from the public for emergency assistance”⁵⁹ and that “it is the intent of the General Assembly that jurisdictions employing 9-1-1 Specialists ... compensate 9-1-1 Specialists in a manner that: reflects their membership in the team of public safety personnel answering and responding to requests for emergency assistance ...”⁶⁰ It also allows counties to offer the \$2,500 tax credit to 9-1-1 Specialists who own a dwelling within the county they serve.

Maryland vastly differs in demographics, which directly affects pay scales throughout the state. Other factors include whether counties allocate for annual salary increases based on funding/budget availability, length of service, and merit or positive job performance. In most Maryland PSAPs, longevity and positive performance are the two main factors in determining annual increases.

Historically the main entity that has collected data on salaries for 9-1-1 centers throughout the state has been MACo for its annual publication, *Report of County Employee Salaries, Health Benefits, and Pensions*.⁶¹ While the numbers for all intents and purposes are true representations of salaries across the state, these numbers are self-reported by individual entities and usually do not align when compared to other jurisdictions. Today, MACo collects data for the following and provides these descriptions in the report:

⁵⁹ House Bill 1090. http://mgaleg.maryland.gov/2019RS/Chapters_noln/CH_299_hb1090t.pdf

⁶⁰ Ibid.

⁶¹ MACo Report of County Employees Salaries, Health Benefits, and Pensions Fiscal Year 2019. <http://www.mdcounties.org/DocumentCenter/View/1906/2018-Complete-Report?bidId=>



- Director/Administrator, Public Safety/Emergency Services: Manages and administers the emergency services operations and emergency management planning for the County. May also include management of 911/communications center, homeland security, or liaison to volunteer fire and emergency services.
- Director/Manager, Communications Center/911: Manages the Emergency Services Communications Operations for the jurisdiction, ensuring efficient operation of the Communication Center & support of police, fire & emergency services.
- Emergency Dispatcher Supervisor: Supervises emergency communications dispatchers, including managing work schedule and training procedures.
- Emergency Dispatcher: Receives emergency calls and typically dispatches police/fire/medical personnel and equipment⁶²

While the information is useful, many centers have levels of competency built into their structure that is not accounted for in this collection methodology; therefore, it is the onus of the reporting agency to determine how they share information. For example, some responded to “emergency dispatcher” as the entry level position and some found the average of all three positions that fall within that category (i.e., Public Safety Dispatcher I, II and III). In other cases, leadership was reported under “director/administrator” while an equal counterpart in another county was categorized under “director/manager.”

For this report, counties were asked to provide salary data according to roles and responsibilities. Categories were broken down as follows:

- Entry Level: This role is when a new trainee is hired; the trainee is usually in training and is not allowed to work independently of a certified 9-1-1 Specialist.
- Dispatcher Level 1: This role works independently and typically does not have additional supervisory duties.
- Dispatcher Level 2: This role works independently and may have additional roles or responsibilities, such as training or QA.
- Dispatcher Level 3: This role works independently and is cross-trained in all disciplines within the center. The position acts as a backup to a supervisor—in some cases, this role is an assistant supervisor.
- Shift Supervisor: This role is responsible for the oversight of a shift in either one particular area (9-1-1, police dispatch or fire/EMS dispatch in larger centers) or the entire shift (in smaller centers) and reports to a manager or director.
- Shift/Operations Manager: A middle management position that oversees the shift holistically. This is typically found in larger centers; however, some smaller centers report this position as one to which all shift supervisors report.
- Assistant Chief/Director: Upper management position that is responsible for the day-to-day operations of the entire center and acts in the director’s capacity in his or her absence.
- Chief/Director: Authority over the 9-1-1 center and usually reports to a public safety director or emergency management director.

⁶² Ibid.

- Quality Assurance: This position is responsible for QA/QI within the PSAP.
- Training: This position ensures initial training and continuing education is conducted in the PSAP.
- Technical Support: This position can vary and is responsible for technical duties in a PSAP.
- Custodian of Records: This position is responsible for the custody of records and MPIA and FOIA requests.

6.1 Entry Level Pay

Trainees who enter the workforce have different expectations than those that are fully independent to answer and process 9-1-1 calls. However, in 21 counties in the state, trainees are brought in at the same pay level of those who have proven proficient and are released from training. All counties should consider a pay scale that allows trainees to begin at a lower pay rate and progress to a higher pay scale after successfully passing training. This will be cost effective in the long run as most PSAPs have expressed that they have a high turnover rate during the first year of training. For those counties who do participate, the information on salaries can be found below.

Table 8: Trainee Salaries

County	Entry Level Rate
Baltimore County	\$40,672
Calvert County	\$38,230
Harford County	\$33,415
Queen Anne's County	Not Provided





Figure 14: Counties with Entry Level Pay

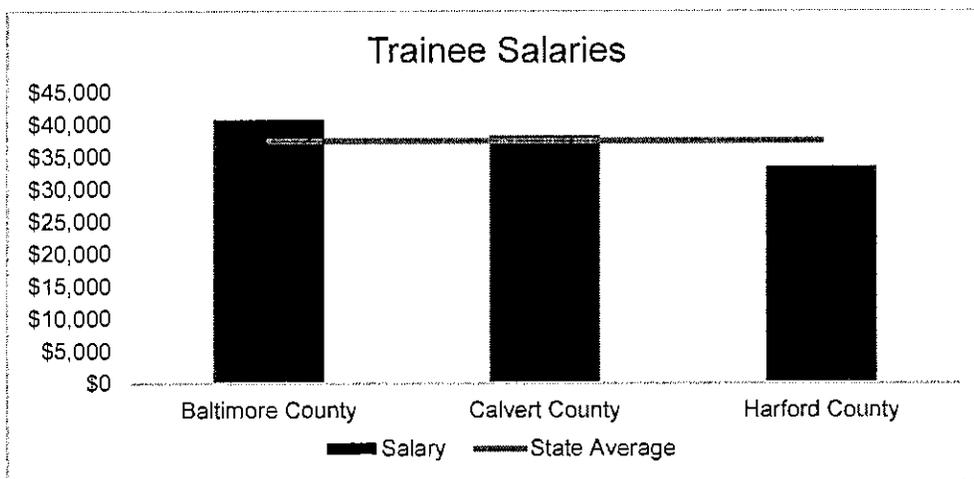


Figure 15: Entry Level Salaries

Counties that do not have a different pay scale for their trainees have issues with compression. Training a 9-1-1 Specialist takes a lot of resources and training alone can cost between \$3,000 and \$5,000 in the first year. With a trainee pay scale, PSAPs will not experience the same fiscal impacts they are today when someone does not complete training. Additionally, this gives trainees an incentive to successfully complete the training process. All counties should consider a separate trainee pay scale to help alleviate some of the fiscal and compression issues seen today. Once a trainee is released from training, they can be promoted to a level 1, for example, and can be moved to the appropriate pay scale.

County	Title	Minimum	Maximum
Prince George's	Public Safety Emergency Call Taker I	\$37,757.00	\$88,357.00
Queen Anne's	Public Safety Dispatcher I	\$41,884.00	\$67,164.00
Saint Mary's	Communications Specialist I	\$34,216.00	\$84,134.00
Somerset	Emergency Communications Specialist	\$34,335.00	\$56,262.00
Talbot	Communications Specialist I	\$32,629.00	\$51,842.00
Washington	Communications Specialist	\$37,565.00	\$98,426.00
Wicomico	Communications Operator I	\$31,500.00	\$33,350.00
Worcester	Communications Clerk	\$38,434.00	\$55,494.00
State Average		\$36,640.75	\$61,924.57

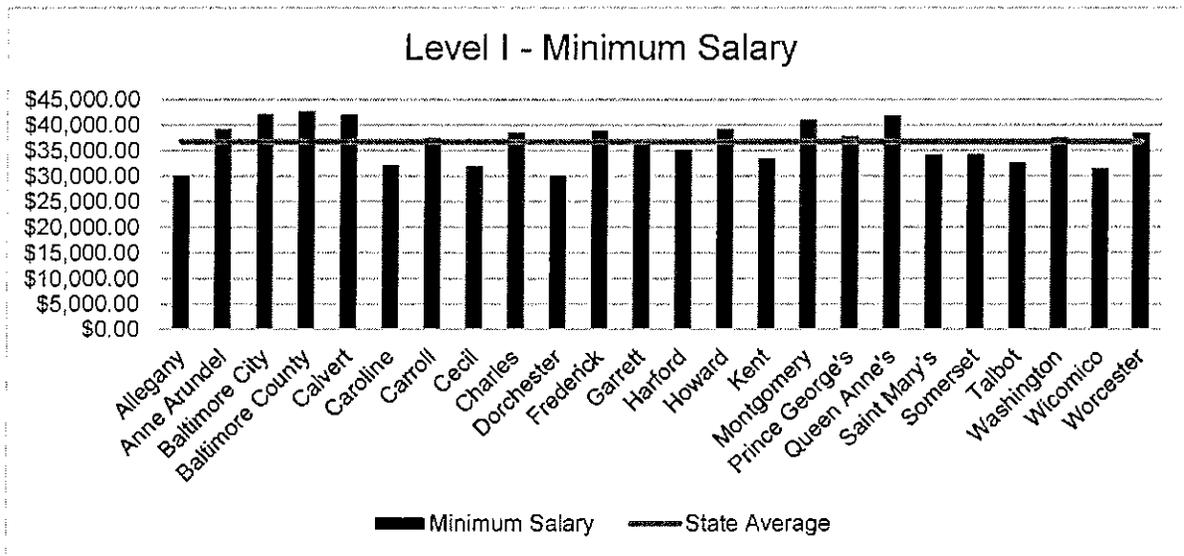


Figure 16: Level I Minimum Salary Comparison

Recommendation

- To best utilize resources, start all new hires at an entry or trainee level

6.2 Level I

The table below depicts the minimum and maximum salaries for Level I 9-1-1 Specialists.

Table 9: Level I Salaries

County	Title	Minimum	Maximum
Allegany	Emergency Services Dispatcher I	\$30,030.00	\$43,548.00
Anne Arundel	Police Communications Operator I (Call-taker)	\$39,208.00	\$60,965.00
Baltimore City	9-1-1 Call Taker	\$42,131.00	\$59,585.00
Baltimore County	Emergency Communications Technician	\$42,669.00	\$53,826.00
Calvert	Public Safety Dispatcher I	\$42,099.00	\$67,850.00
Caroline	Public Safety Dispatcher	\$32,136.00	\$52,053.00
Carroll	Emergency Communications Specialist I	\$37,503.00	\$60,029.00
Cecil	Dispatcher I	\$32,052.00	\$50,876.00
Charles	Public Safety Dispatcher I	\$38,556.00	\$72,406.00
Dorchester	Dispatcher	\$30,161.55	\$47,041.43
Frederick	Emergency Communications Specialist II	\$38,854.40	\$62,171.20
Garrett	Public Safety Dispatcher	\$36,881.00	\$45,897.00
Harford	Public Safety Dispatcher I	\$35,088.00	\$91,190.00
Howard	Dispatcher	\$39,208.00	\$64,834.00
Kent	Emergency Services Dispatcher	\$33,434.00	\$51,823.00
Montgomery	Public Safety Communications Specialist I	\$41,047.00	\$67,066.00

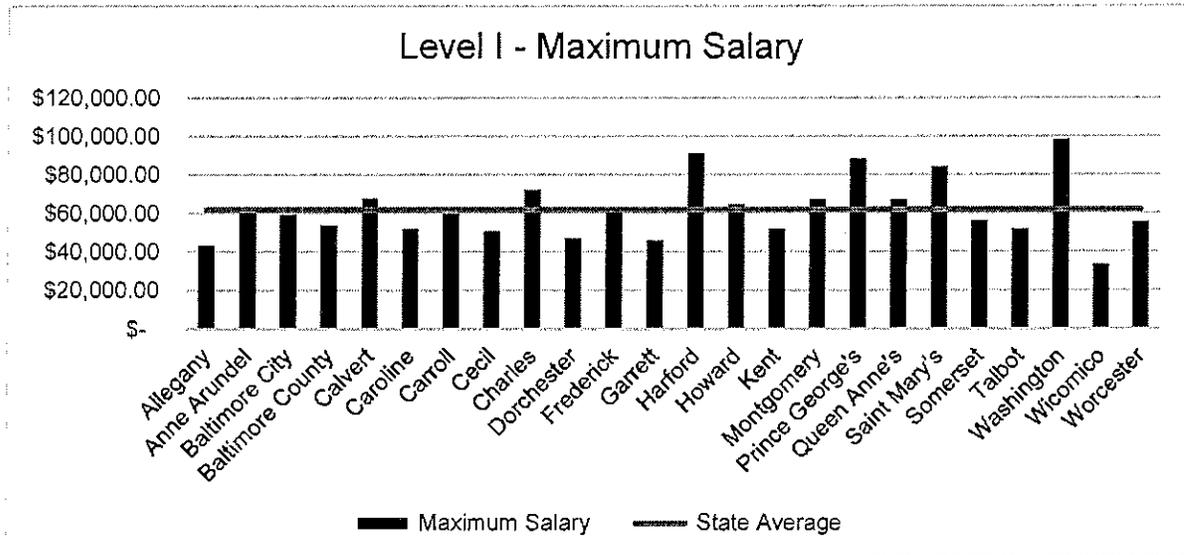


Figure 17: Level I Maximum Salary Comparison

The number of counties with salaries at or below the state average for Level I 9-1-1 Specialists is shown below.

Table 10: Comparison to State Average

Salary Point	State Average	# of Counties Below	# of Counties Above
Minimum	\$36,640.75	8	16
Maximum	\$61,924.57	14	10

6.3 Level II

The table below depicts the minimum and maximum salaries for Level II 9-1-1 Specialists. Only the eight counties who have this position, and provided data, are listed in the table.

Table 11: Level II Salaries

County	Minimum	Maximum
Anne Arundel	\$40,331.00	\$62,213.00
Baltimore County	\$47,077.00	\$58,911.00

County	Minimum	Maximum
Frederick	\$41,600.00	\$66,560.00
Howard	\$43,368.00	\$74,235.00
Kent	\$37,035.00	\$57,773.00
Montgomery	\$44,743.00	\$73,633.00
Prince George's	\$41,627.00	\$102,284.00
Washington	\$40,581.00	\$106,309.00
State Average	\$42,045.25	\$75,239.75

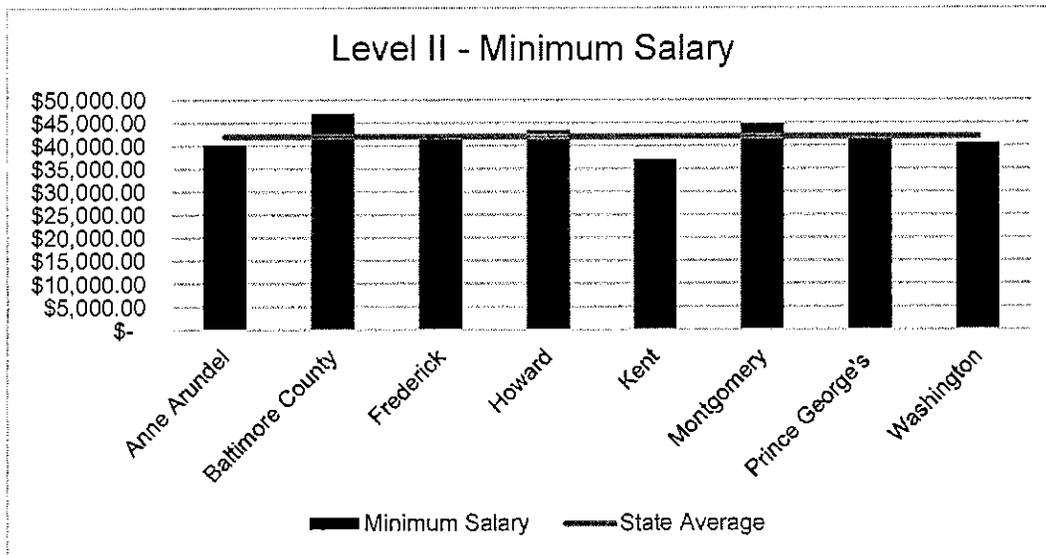


Figure 18: Level II Minimum Salary Comparison

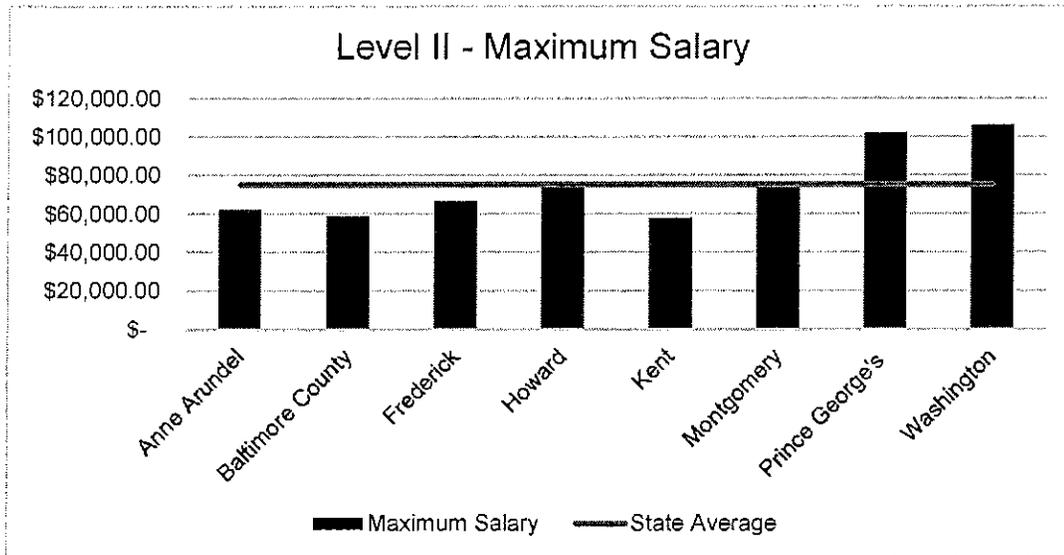


Figure 19: Level II Maximum Salary Comparison

6.4 Level III

The table below depicts the minimum and maximum salaries for Level III 9-1-1 Specialists. Only the six counties who have this position, and provided data, are listed in the table.

Table 12: Level III Salaries

County	Minimum	Maximum
Baltimore County	\$49,332.00	\$61,576.00
Frederick	\$44,532.80	\$71,260.80
Howard	\$55,952.00	\$79,789.00
Montgomery	\$49,000.00	\$80,871.00
Prince George's ⁶³	\$43,708.00	\$107,339.00
Washington	\$43,826.00	\$114,774.00
State Average	\$47,725.13	\$85,934.97

⁶³ Cross-trained dispatchers receive an additional 5 percent increase in pay.

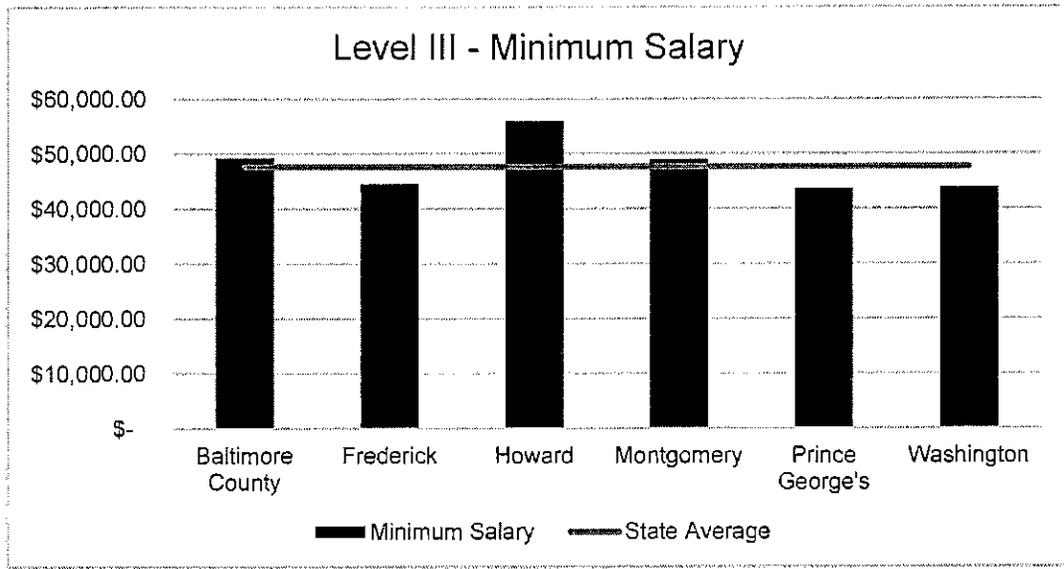


Figure 20: Level III Minimum Salary Comparison

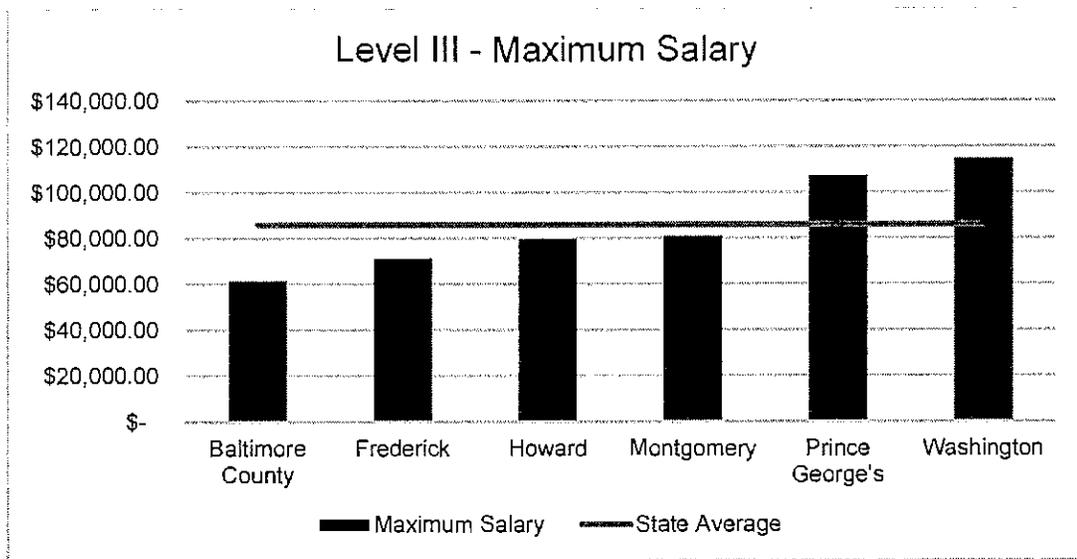


Figure 21: Level III Maximum Salary Comparison

6.5 Shift Supervisor

The table below depicts the minimum and maximum salaries for shift supervisors.

Table 13: Shift Supervisor Salaries

County	Minimum	Maximum
Allegany	\$39,572.00	\$75,198.00
Anne Arundel	\$48,021.00	\$81,603.00
Baltimore City	\$45,660.00	\$55,436.00
Baltimore County	\$51,579.00	\$64,246.00
Calvert	\$46,405.00	\$74,818.00
Caroline	\$41,490.00	\$55,939.00
Carroll	\$49,130.00	\$78,645.00
Cecil	\$40,913.00	\$64,937.00
Charles	\$48,597.00	\$78,189.00
Dorchester	\$38,441.13	\$54,316.31
Frederick	\$47,673.60	\$76,294.40
Garrett	\$34,950.00	\$53,252.00
Harford	\$44,778.00	\$99,032.00
Howard	\$51,605.00	\$85,426.00
Kent	\$40,380.00	\$63,801.00
Montgomery	\$58,958.00	\$97,655.00
Prince George's	\$55,785.00	\$124,327.00
Queen Anne's	\$47,648.00	\$76,465.00
Somerset	\$36,481.00	\$59,778.00

County	Minimum	Maximum
St. Mary's	\$44,886.00	\$71,760.00
Talbot	\$38,589.00	\$55,791.00
Washington	\$47,431.00	\$123,947.00
Wicomico	\$31,728.00	\$63,456.00
Worcester	\$44,000.00	\$53,000.00
State Average	\$44,779.20	\$74,471.32

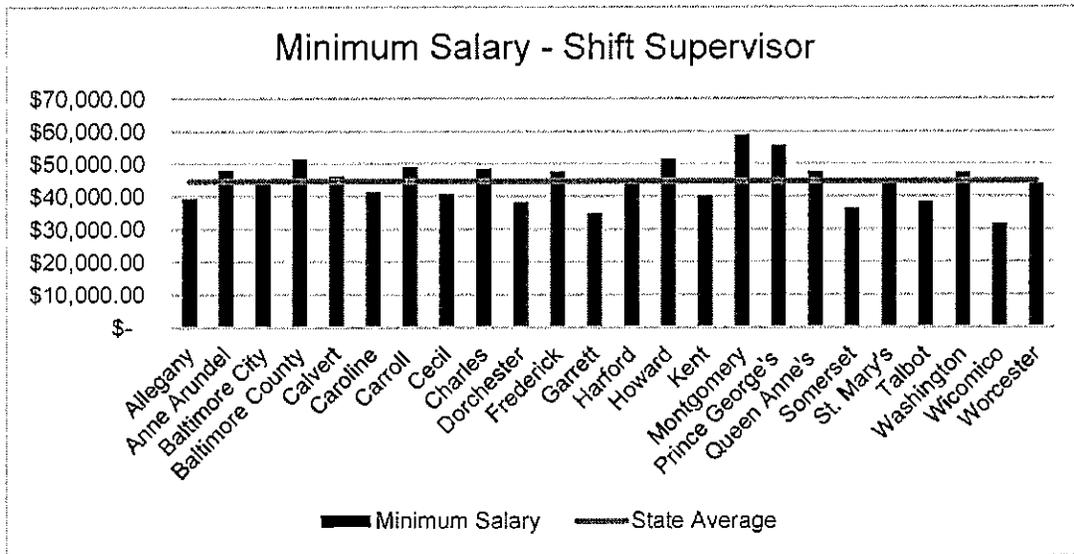


Figure 22: Shift Supervisor Minimum Salary Comparison

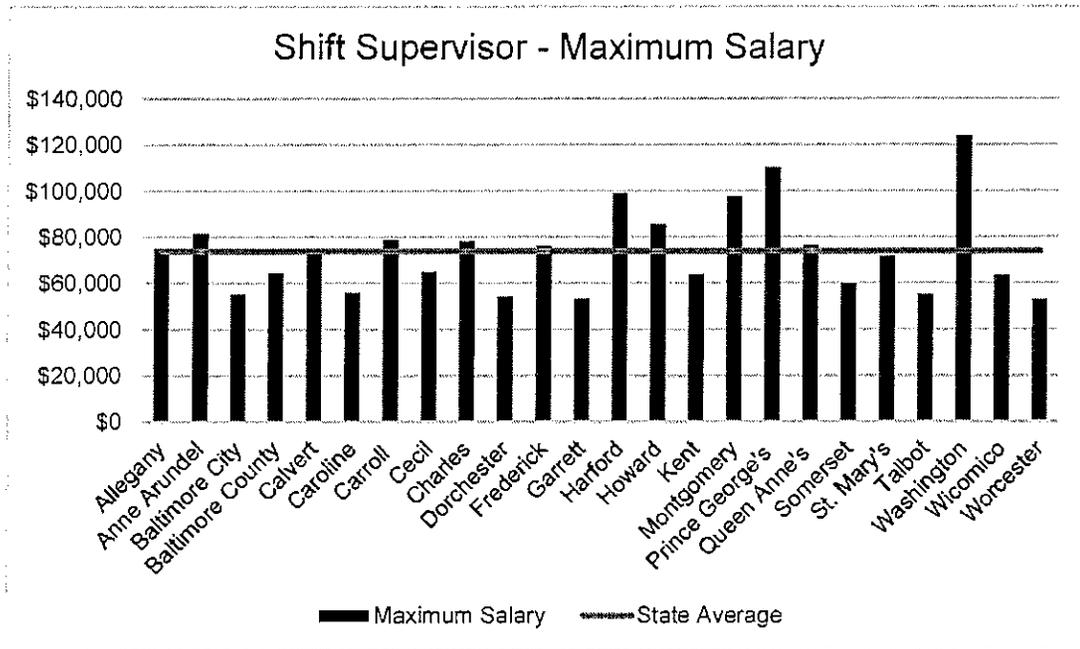


Figure 23: Shift Supervisor Maximum Salary Comparison

The number of counties with salaries at or below the state average for shift supervisors is shown below.

Table 14: Comparison to State Average

Salary Point	State Average	# of Counties Below	# of Counties Above
Minimum	\$44,779.20	10	14
Maximum	\$74,471.32	12	12

Counties that fall below the state average should consider better alignment. While not all supervisors across the state operate in the same manner, the primary functions of the shift supervisor are mainstream in a PSAP.

6.6 Manager

The table below depicts the minimum and maximum salaries for PSAP managers, also referred to as shift managers or operations managers. Only the six counties who have this position, and provided data, are listed in this table.

Table 15: PSAP Manager Salaries

County	Minimum	Maximum
Anne Arundel	\$73,070.00	\$130,468.00
Baltimore County	\$55,848.00	\$70,063.00
Calvert	\$48,714.00	\$78,582.00
Montgomery	\$64,708.00	\$107,346.00
Prince George's	\$72,481.00	\$141,018.00
Washington	\$55,203.00	\$144,518.00
State Average	\$61,670.67	\$111,999.17

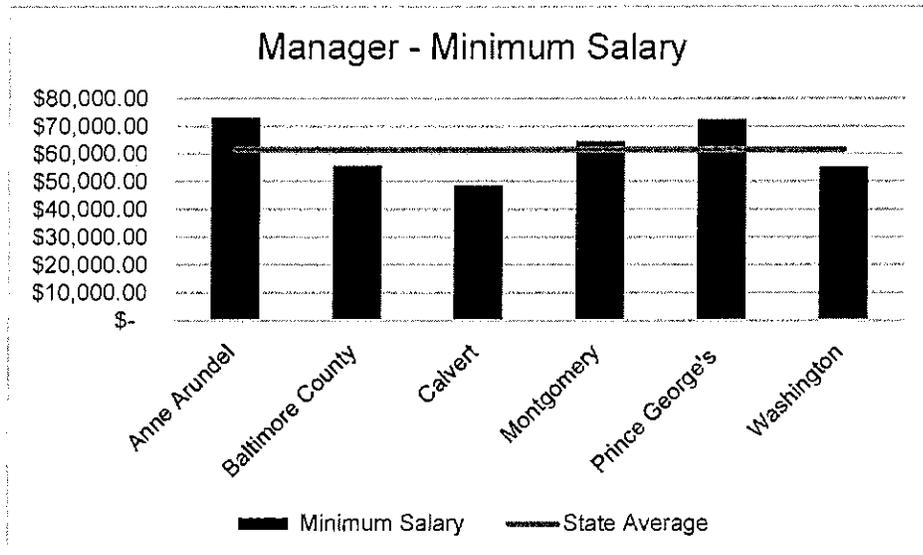


Figure 24: Shift Manager Minimum Salary Comparison

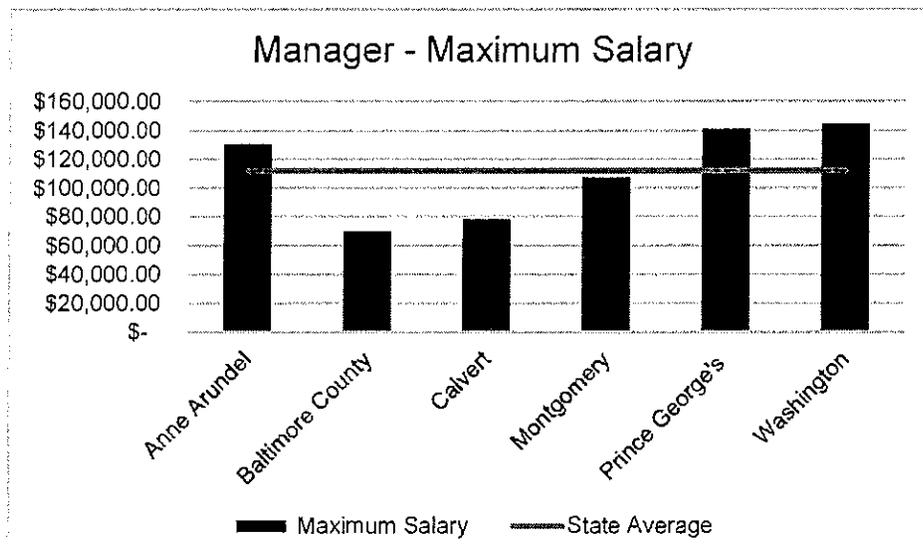


Figure 25: Shift Manager Maximum Salary Comparison

6.7 Other Positions within the PSAP

There are several other positions in PSAPs that could be compared. However, the functionality of these positions vary greatly. As the PSAPs in the state begin to add additional positions under their direct purview, the data for minimum and maximum salaries should be collected and a statewide comparison should be conducted. These positions include, but are not limited to:

- Full-time training coordinator
- Full-time QA/QI coordinator
- Technical support staff
- GIS personnel
- Database managers
- Custodian of records

While some counties⁶⁴ provided this information, there is not enough available data to compare. Those PSAPs seeking to secure and fill positions like those listed above should collaborate with the counties that currently have them in place to understand roles and responsibilities as well as competitive compensation.

7 PSAP Technical Support

Staffing struggles in the 9-1-1 community are not new and even though 9-1-1 technology is advancing, the struggles seem to be worsening rather than improving. The lack of available, qualified technical staff makes it difficult for PSAPs to keep up. When PSAPs do not have sufficient technical staff, the 9-1-1 infrastructure and related services are put at risk. The results can be devastating. As new technology and media make their way into the PSAP environment, it becomes even more imperative to ensure that the PSAPs not only are staffed adequately with technical personnel, but also that the staff is well-trained and well-supported by leadership.

7.1 Hiring

NG9-1-1 will increase the level of expertise required of the technical support staff. To find candidates with the skills required for each functional area, now and into the future, it is imperative that PSAPs cast a wider net when seeking candidates. As PSAPs transition to an NG9-1-1 platform, leadership will need to seek candidates with advanced skills. This will require agencies to stay up to date on where to look for candidates and expand their recruiting strategy to include social media, online job boards, and other digital means.

PSAP leadership should regularly evaluate pay scales to be competitive within the market. It will be in a PSAP's best interest to ensure the highest level of pay and benefits possible to not only attract but also to retain qualified technical staff.

Further, the recruiting and hiring of staff with the aptitude and skillsets required for NG9-1-1 is challenging across the nation and has become increasingly vexing in the current economy. Ergo, PSAPs should consider a career path that will allow employees to be brought in at a lower level and receive on-the-job training with compensation increased as skillsets increase.

⁶⁴ Namely Prince George's County

Nationally, on average, it can take anywhere from two to five months to complete the hiring process for one candidate. Not only do organizations need to change where they look for potential candidates, but when they find them it is imperative that they shorten the hiring process.

Recommendations
<ul style="list-style-type: none">• Make the process more consistent and user-friendly by posting jobs online, if not already doing so
<ul style="list-style-type: none">• Establish new screening workflows, policies, and procedures that help accelerate the hiring process
<ul style="list-style-type: none">• Modify outdated eligibility requirements

Retention is arguably the most important pillar of workforce optimization. However, most agencies do not place enough focus on employee-retention programs. Each team requires defined career paths and associated merit increases. Technical staff members should not have to leave an organization to find opportunities for advancement and/or compensation increases. The simplest, most straightforward place to begin, especially for organizations with a flat structure, is to develop career paths for staff members. By outlining these paths from the outset, new hires have a clear vision regarding their roles within the organization and how they can grow professionally. For those who may not be interested in climbing the ladder, instituting special assignments and roles within a project can keep employees engaged.

Even if salaries cannot be raised sufficiently, offering incentives and perks, like gym memberships, mental health resources, retirement packages, and improved benefits, such as remote work opportunities for staff members whose roles and responsibilities do not necessarily need to be accomplished in a traditional office setting, can go a long way to making staff members feel valued. These tactics can make it worthwhile for potential employees to come on board and, more importantly, stay on board.

To assist with planning, budgeting, and recruiting the job roles identified below, industry-compliant job descriptions and wage ranges have been provided. Job descriptions provided include those for network/database and system administrators. The wage ranges are specific to Maryland.

System Administrator

Expectations

- Provides technical support for application and connectivity issues that users encounter
- Manages support ticket queue
- Supports information technology (IT) operations and daily administration of a set of applications
- Monitors application performance and performs testing to provide issues diagnosis and to assist with solutions deployment
- Performs routine updates and maintenance tasks

- Participates in the development of reports, analyses, and project presentations
- Assists staff with updates, as well as technical and performance issues, performs repairs and tests, and troubleshoots application issues
- Performs surveys of existing client systems with an emphasis on data-gathering and potential system improvements, cost reductions, and operational efficiencies
- Shares technical knowledge and expertise with peers—exhibits a positive attitude, exchanging ideas, concepts, and processes that create a strong team approach to problem-solving and client solutions
- Documents IT procedures and standards as developed and implemented

Basic Requirements, Knowledge and Skills

- Associate or bachelor's degree in IT or related field
- At least ten years of experience in the administration and support of enterprise IT and telecommunications systems
- Technical savviness with an understanding of CAD, automatic vehicle location (AVL), and station alerting systems
- Familiar with 9-1-1 center operations
- Ability to conceptualize, identify, assess, and diagnose problems related to network hardware and software and to find effective solutions
- ITIL⁶⁵ certification strongly desired
- Structured Query Language (SQL) Server⁶⁶ certification strongly desired

Systems Administrator I: Maintains and supports the integrity of the operating system environment and various computer systems. Administers, installs, and troubleshoots a variety of applications. Performs systems maintenance tasks, such as system backup, recovery, and file maintenance. Schedules, installs, and tests system software upgrades. Configures software and resolves technical problems. Monitors and maintains software licensing and maintenance agreements. Typically reports to a project leader or manager. Works on projects and matters of limited complexity in a support role. Work is closely managed. Typically requires up to two years of related experience.

Pay scale: 25th percentile—\$53,436; 50th percentile—\$60,417; 75th percentile—\$68,736

Systems Administrator II: Maintains and supports the integrity of the operating system environment and various computer systems. Administers, installs, and troubleshoots a variety of applications. Performs systems maintenance tasks, such as system backup, recovery, and file maintenance. Schedules, installs, and tests system software upgrades. Configures software and resolves technical problems. Monitors and maintains software licensing and maintenance agreements. Typically reports to a project leader or manager. Gains exposure to some of the complex tasks within the job function. Occasionally is directed in several aspects of the work. Typically requires three to six years of related experience.

⁶⁵ Formerly an acronym for Information Technology Infrastructure Library; set of detailed practices for IT service management that focus on aligning IT services with business needs

⁶⁶ Relational database management system

Pay scale: 25th percentile—\$66,223; 50th percentile—\$75,845; 75th percentile—\$85,412

Systems Administrator III: Maintains and supports the integrity of the operating system environment and various computer systems. Administers, installs, and troubleshoots a variety of applications. Performs systems maintenance tasks, such as system backup, recovery, and file maintenance. Schedules, installs, and tests system software upgrades. Configures software and resolves technical problems. Monitors and maintains software licensing and maintenance agreements. Typically reports to a project leader or manager. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature. Typically requires five to eight years of related experience.

Pay scale: 25th percentile—\$83,726; 50th percentile—\$94,444; 75th percentile—\$104,179

Network/Database Administrator

Expectations

- Supports IT operations and daily administration of a network/server environment
- Monitors network performance and performs testing to provide issues diagnosis and to assist with solutions deployment
- Performs routine updates and maintenance tasks
- Executes on capacity management
- Backs up and restores data
- Manages virtualization
- Analyzes and recommends database improvements
- Oversees cybersecurity requirements of the environment from a strategic and tactical perspective
- Participates in the development of reports, analyses, and project presentations
- Assists staff with updates, and technical and performance issues, performs repairs and tests, and troubleshoots network equipment
- Performs surveys of existing client systems with an emphasis on data-gathering and potential system improvements, cost reductions, and operational efficiencies
- Shares technical knowledge and expertise with peers—exhibits a positive attitude, exchanging ideas, concepts, and processes that create a strong team approach to problem-solving and client solutions
- Documents IT procedures and standards as developed and implemented

Basic Requirements, Knowledge and Skills

- Bachelor's degree in IT or related field
- At least ten years of experience in the administration and support of enterprise IT and telecommunications systems
- Technical savviness with an understanding of Cisco routing and switching, VMware, Veeam, Virtualization, Nutanix/Hypervisor, SQL Server, and VoIP, with an emphasis on client relationships and support



- Ability to conceptualize, identify, assess, and diagnose problems related to network hardware and software and to find effective solutions
- Versatile and skilled in the assessment, specification, and implementation of enterprise IT (application and server), network migration, and telecommunications (especially VoIP and iPhone) networks and operations
- Development of operational standards and best practices that apply to IT and telecommunications
- Cisco certifications strongly desired, but not required
- Previous experience with database administrator (DBA) case tools
- Strong knowledge of data backup, recovery, security, and integrity
- ITIL certification strongly desired
- SQL Server certification strongly desired
- CompTIA Security+⁶⁷ certification desired

Network/Database Administrator III: Plans and implements upgrades, patches, and installation of new applications and equipment. Creates and maintains disaster recovery, security, and backup/restoration plans. May assist with evaluating new technologies to optimize network efficiency and performance. Manages capacity planning, backup, restoration and virtualization. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature. Requires a bachelor's degree. Typically requires ten years of related experience.

Pay scale: 25th percentile—\$94,592; 50th percentile—\$105,489 75th percentile—\$115,889

7.2 Training

It not only is important that the PSAPs receive training but also that the current and future technical staff members have access to training programs that allow them to perform their job duties, stay current on industry trends, and increase skill levels. One of the most common reasons for failing to retain new staff members is an inability to meet position expectations.

Recommendations
<ul style="list-style-type: none"> • Develop a well-designed internal staff training program, including advanced training for technical staff, that promotes consistent training application
<ul style="list-style-type: none"> • Implement expanded training curricula for current staff to encourage professional development and to help grow skillsets
<ul style="list-style-type: none"> • Take advantage of available external training classes in specific job-related subjects

⁶⁷ Global certification that validates baseline skills needed to perform care security functions

Recommendations

- Develop QA programs and implement data-driven metrics for staff evaluation

7.3 Certification

System vendors—such as CAD, AVL, call handling, and station alerting—offer various levels of training classes on their specific hardware and/or software leading to certifications to operate and maintain their systems at Level 1 (basic troubleshooting and repair) and Level 2 (configuration, advanced troubleshooting, and repair). Some offer higher levels of classes, but most reserve Level 3 (advanced configuration and system engineering) and Level 4 (development) for their own personnel.

Operating system, generic network security, and database engine (SQL and others) administration classes are often provided by community colleges, vocational/technical schools, and licensed training companies. Certification testing is provided by nationally recognized testing companies.

Network equipment vendors—such as Cisco, Juniper, and Brocade—offer varying levels of training on their products in several different tracks (network design, device configuration, advanced configuration and troubleshooting, security, network engineering, and security, to name a few). Many of these courses are taught by vendor-licensed third parties and certification testing is performed by nationally recognized testing companies.

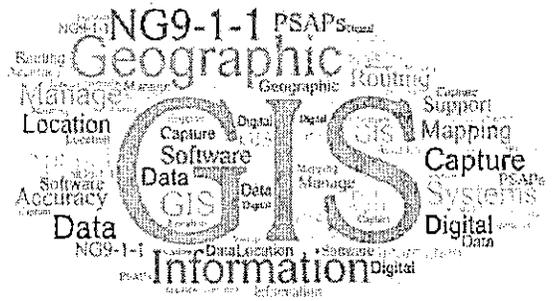
8 GIS Support Staff

GIS data in the legacy PSAP typically is used to view the caller's location on a map and aid 9-1-1 Specialists in providing the correct emergency response to an incident. The location viewed may be driven by an address or coordinates, depending on the type of call, and may work independently of a CAD solution. As newer CAD solutions have been implemented, GIS data may have been integrated within the software and used to determine responder information as well as the caller's location on a map; however, these solutions usually have required use of automatic location identification (ALI) or Master Street Address Guide (MSAG) databases to function properly.

GIS data in the NG9-1-1 environment will be the base for most functions within the NG9-1-1 call cycle, from initial call routing to the correct PSAP via the ESI-net to AVL routing within the responder vehicle to the incident location. It is imperative that this data be extremely accurate and that any discrepancies found pertaining to the addressing data, emergency service polygons and related PSAP, and authoritative polygons be corrected in a timely manner.



Decisions regarding the use of GIS data in an NG9-1-1 environment tend to rely most heavily on the initial local GIS data reconciliation with the ALI and MSAG data that is being used to route 9-1-1 calls today. Once the match rates between the GIS data and the ALI and MSAG tables have reached 98 percent or better status, and have been transitioned into the ESInet environment, data maintenance does not stop. It is vital that any new building developments be added to the data once construction has commenced and that the addressing data and response polygons be reviewed continually for accuracy. Standards for GIS data currently dictate that data errors be corrected and provisioned into the ESInet within 72 hours, although a PSAP may find that it needs an emergency services polygon or other data corrected and provisioned to the ESInet and its CAD solution before the allotted 72 hours.



It is critical that someone within the PSAP understand how each solution within the NG9-1-1 environment operates independently of, and interoperates with, GIS data.

In Maryland, except for the City of Baltimore, 9-1-1 services are provided by the respective county. All counties and Baltimore maintain GIS operations, although capabilities and staffing levels vary widely across the state. There are counties with a single GIS resource for the entire county. Several counties have dedicated GIS staff onsite within the PSAP, at least part time.

It is not necessary for every PSAP to have a dedicated, full-time GIS resource onsite. It is imperative, however, that all counties have access to highly trained GIS personnel through a service level agreement (SLA) that establishes a priority for emergency services and defines the type and level of GIS service necessary to support the PSAP. The level of effort to maintain GIS data for use in the PSAP and by the ESInet will correlate directly to the population growth and development within the county. Counties surrounding the District of Columbia and Baltimore are experiencing rapid expansion. The GIS data in these counties, therefore, will require frequent updating. Conversely, the rural counties along the Eastern Shore and in the panhandle of western Maryland are not experiencing the same degree of expansion. Jurisdictions not requiring a full-time employee in the PSAP to perform the GIS functions could share a resource with another agency or consolidate GIS needs with a PSAP in a neighboring county.

The GIS community, like most technology sectors, is rapidly advancing and ever-changing. It is imperative that GIS professionals receive regular training on the advancements within the software and relational database management systems (RDBMS) used to create, maintain, store, and distribute GIS data. The migration to NG9-1-1 presents new requirements, standards, software, and training opportunities for GIS personnel that should be supported.

9 NG9-1-1 Preparedness

9.1 MAPS

This report culminates in a graphical representation of the current state of NG9-1-1 preparedness within the state based on the multivariate data collected. MCP's proprietary Model for Advancing Public Safety (MAPS) uses content-assessment categories to provide a snapshot of the current environment compared with national standards and best practices. Maryland's overall preparedness level is based on the counties' readiness for NG9-1-1.

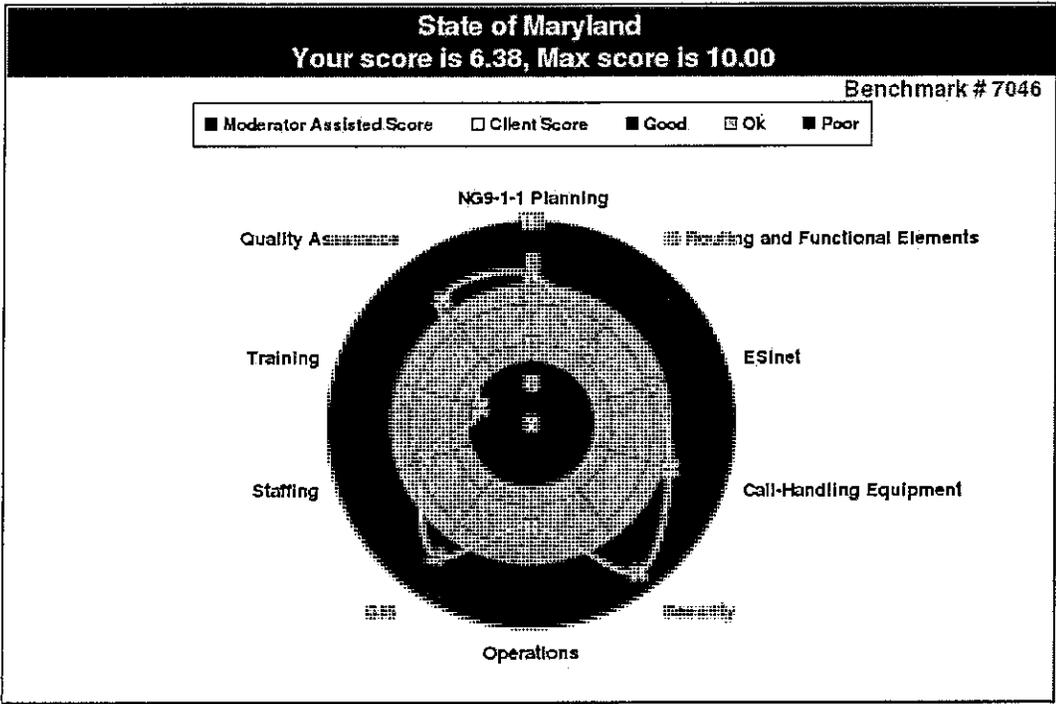


Figure 26: State of Maryland MAPS (Cumulative)

The factors described below were examined.

NG9-1-1 Planning – The agency has a robust documented and functioning governance structure and future planning efforts that support the transition to NG9-1-1 and operations post-implementation.

i3 Routing and Functional Elements – The agency is operating a state or regional NG9-1-1 solution.

ESInet – The agency is operating a statewide or regional ESInet solution.

Call-Handling Equipment – The agency is operating i3-capable call-handling equipment (CHE).

Security – The agency has a proactive cybersecurity plan and actively monitors for threats and vulnerabilities.

Operations – The agency has established operational processes and procedures for NG9-1-1.

GIS – The agency has a well-documented and well-supported GIS data management workflow that ensures high quality, timely updates to spatial data that complies with standards necessary to support NG9-1-1.

Staffing – The agency has authorized full-time staffing to handle incoming calls for service.

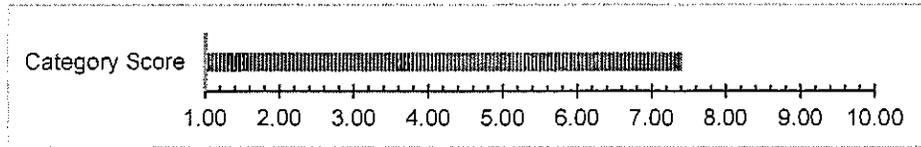
Training – The agency's training meets any state standards; state standards align with or exceed the minimum training guidelines from the National 911 Program and other national standards specific to NG9-1-1.

Quality Assurance – The quantity of QA/QI reviews, as well as components of review, meet or exceed national standards (or vendor standards for certain products).

Actions have been provided to improve Maryland's overall preparedness for NG9-1-1 implementation. Most of the actions will be the counties' responsibility to undertake, however. The State should assist where practical.

9.1.1 NG9-1-1 Planning

Governance, in an NG9-1-1 environment, provides the agency with the ability to implement and operate in a next-generation environment. It is crucial to have a governance plan in place given that an improper governance structure may impede not only the transition to NG9-1-1 but also post-implementation operations. Individual counties throughout the state are in various stages of NG9-1-1 implementation.



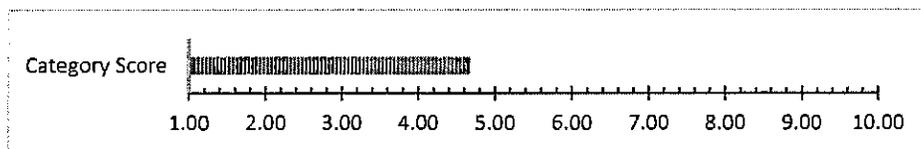
The actions below may be taken to improve NG9-1-1 planning efforts within the state:

- Complete appropriate local statutes, regulations, or resolutions to formalize NG9-1-1 governance.
- Develop a strategic plan for the implementation of an NG9-1-1 environment (technology, operations, staffing, and funding) to include a vision, mission, and metrics/measures to achieve NG9-1-1 operations.
- Develop and implement a communications plan, specifically to communicate information about the transition to NG9-1-1 and subsequent operations with outside agencies, the public, and other public safety stakeholders.
- Evaluate operational and capital budgets and funding mechanisms to ensure that appropriate funding exists, not only to procure but also to operate in an NG9-1-1 environment long term, to include technology, operations, and staffing.

9.1.2 i3 Routing and Functional Elements

Call-routing solutions that are i3-capable and next-generation functional elements are the backbone of NG9-1-1 technology. This equipment provides for the physical operation of the system, including Next Generation Core Services (NGCS). Technology can be one of the more limiting factors in an NG9-1-1 implementation—without the appropriate technology in place, implementation cannot proceed beyond the planning stages.

The assessment indicates an environment that is in the early stages of being made ready for implementation statewide. Some counties have procured and are operating an i3-capable CHE solution, while others have not.

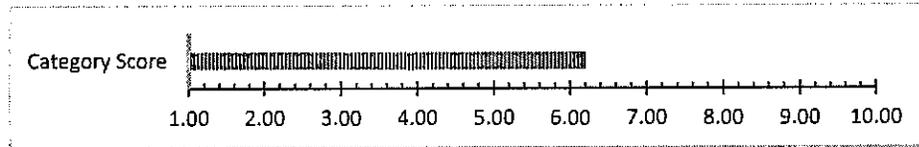


The biggest aspect of this element of NG9-1-1 implementation is the statewide (or regional) ESInet—which is not yet in place. Outside of procurement and implementation of the ESInet, including integration with additional data repositories, there are no further recommendations for this category.

9.1.3 ESInet

The ESInet is the state or regional IP-based network that allows calls made to 9-1-1 to be delivered to the PSAP in a digital format. The ESInet is at the core of NG9-1-1, providing the delivery method for 9-1-1 calls

using fiber-optic and other broadband connections versus the analog method of using copper-wire 9-1-1 tandems. As is the case for most counties in Maryland, an ESInet is not yet implemented; however, many counties are in the process of procuring an ESInet solution, with some notifications of an award already made. The score for this assessment category is mainly due to an ESInet not yet in place.

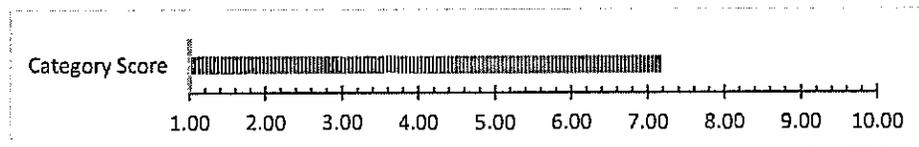


The actions below may be taken to improve the ESInet implementation effort within the state:

- Complete the procurement process and award of an ESInet and NGCS contract.
- Ensure that redundancy and resiliency exist between networks (including local broadband connections and connections between ESInets).
- Provide system, network, and facility monitoring 24 x 7, either by in-house staff or through a network operations center (NOC).
- Develop and integrate a change-management process with an incident management system for initiating changes between states in accordance with the *Next Generation 911 (NG911) Interstate Playbook*⁶⁸ published by the National 911 Program.
- Develop and actively maintain network diagrams and IP addresses as changes occur to the network.

9.1.4 Call-Handling Equipment

CHE is a key component in the NG9-1-1 environment. Analog technologies rapidly are becoming a thing of the past as the nation's major telephone carriers migrate away from copper-line networks. This key component of 9-1-1 call delivery can be a stumbling block for many jurisdictions financially, technologically, and/or operationally when implementing NG9-1-1. Older analog technology may not be capable of processing the available features of an NG9-1-1 call, thus eliminating much of the information that may be available to a 9-1-1 Specialist. The score for this category is mainly due to technological limitations not within any one county's control.



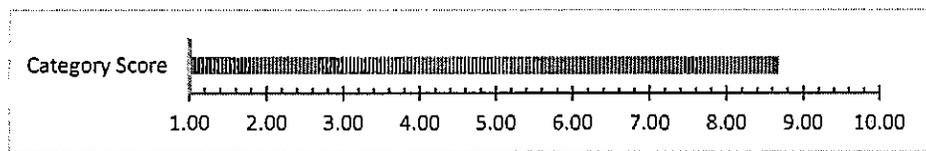
The actions below may be taken to improve the CHE readiness within the state:

⁶⁸ Next Generation 911 Interstate Playbook. 911.gov.
https://www.911.gov/project_nextgeneration911interstateplaybook.html.

- Complete procurement and implementation of an i3-capable CHE, able to route calls using native Session Initiation Protocol (SIP) in accordance with i3 standards.
- Implement text-from-9-1-1, real-time text, and additional data solutions as they are made available by the CHE manufacturer.
- Implement an audio recording solution that is i3-compliant.
- Ensure that mapping systems implemented within a PSAP are updated and fully NG9-1-1-capable.
- Ensure that MIS solutions are updated and fully NG9-1-1-capable, and that they can span the entire enterprise and support multiple agencies.

9.1.5 Security

Cybersecurity is of great importance for all broadband-enabled devices and networks. NG9-1-1 systems, in particular the ESInet, are no different and, in fact, command greater importance regarding cybersecurity. The number of cyberattacks already perpetrated against corporations and public safety entities the world over is staggering; with each passing year, the number of these attacks continues to grow as does the severity of the attacks.⁶⁹ Under a prior project, a cybersecurity assessment already has been completed for each of the 24 jurisdictions within the state.



The actions below may be taken to improve security readiness within the state:

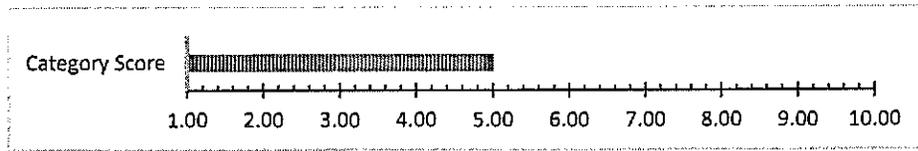
- Collaborate with internal and external partners to develop and implement a plan for correcting the deficiencies identified in the assessment reports
 - Include a method in the plan to protect against possible future deficiencies or attacks
- Provide system, network, and facility security monitoring 24 x 7—either by in-house staff or through a NOC—to detect risks as they occur
- Conduct a physical risk assessment to ensure that all critical infrastructure is hardened and monitored

9.1.6 Operations

Having an operational state that supports the implementation of NG9-1-1 is one of the key factors in a successful implementation. Policies and training must exist that support both transitional and end-state NG9-1-1. Having appropriate staff support for NG9-1-1 is also crucial—many PSAP managers and administrators already are overwhelmed, wearing multiple hats each day. Without proper support, the needed tasks that are essential to the proper function of the NG9-1-1 environment may have to be added to an already overworked staff member. There is then a risk that these tasks are not completed in a timely

⁶⁹ “110 Must-Know Cybersecurity Statistics for 2020.” Varonis. <https://www.varonis.com/blog/cybersecurity-statistics/>

manner, or at all. The score for this category is largely because many counties do not have operational plans and/or appropriate support staff.



The actions below may be taken to improve operational readiness within the state:

- Develop and implement NG9-1-1 operational policies and procedures
- Develop and implement NG9-1-1 technical and operational training in alignment with APCO, NENA, and National 911 Program recommendations
- Assign adequate support staff to the PSAP (e.g., technical, GIS, QA, training) to support NG9-1-1 implementation and continued operations
- Prepare policies and procedures for handling additional data received after NG9-1-1 implementation
- Develop and implement a continuity of operations plan (COOP) specific to NG9-1-1, including orders of succession and appropriate emergency procedures, as well as employee training and exercising of the plan
- Develop a plan to implement a Tier III host facility⁷⁰ that can accommodate all equipment necessary, not just for NG9-1-1 but for entire PSAP operations

9.1.7 GIS

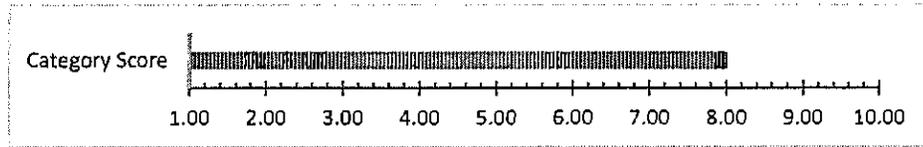
9-1-1 call routing in an NG9-1-1 environment is based entirely on GIS information, versus the legacy method of using tabular MSAG and ALI records. To maintain mission-critical-grade GIS data, NENA's *Standard for NG9-1-1 GIS Data Model* states:

It is strongly advised that one go through the process of standardizing and synchronizing their existing GIS data with their MSAG and ALI as described in NENA Information Document for Synchronizing Geographic Information System Databases with MSAG & ALI (NENA 71-501) ... NENA recommends the MSAG and GIS data reach a 98% or greater match rate, with an option of matching with ALI, before using GIS data for NG9-1-1.⁷¹

⁷⁰ Having an additional Tier III host facility, geographically diverse from the primary site, for backup PSAP technology is an industry best practice for mission-critical technology.

⁷¹ "NENA Standard for NG9-1-1 GIS Data Model." National Emergency Number Association. https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006_ng9-1-1_gis_dat.pdf

The score for this category indicates some room for improvement statewide prior to NG9-1-1 implementation. A few jurisdictions have NG9-1-1-ready GIS data, while most still have improvements to make.



The actions below may be taken to improve NG9-1-1 readiness for GIS data within the state:

- Implement a redundant local or cloud-based GIS environment with current hardware and software supported on a high-availability network
- Implement policies and processes for collection, coalescence, quality control, and submittal of GIS data to a spatial interface
- Coordinate regionally and across state boundaries to correct street centerline and address point layer gaps and overlaps, as well as to develop PSAP boundaries and match emergency service zone (ESZ) edges
- Provide adequate GIS training and staff support to PSAPs to enable GIS error corrections as quickly as possible
- Develop and implement a well-coordinated and fully documented process, following written standards, which includes GIS and public safety, before final approval of all GIS data
- Correct GIS errors to meet and exceed a 98 percent match rate with legacy ALI and MSAG data

9.1.8 Staffing

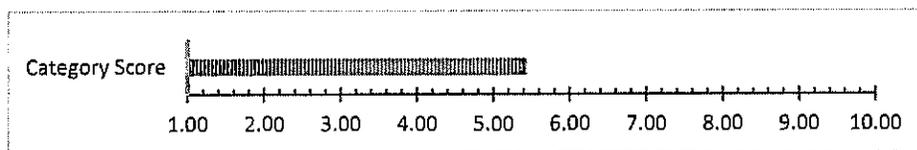
Staffing in an NG9-1-1 environment is an unknown and will remain so until NG9-1-1 implementation is complete and the effect on workload is better understood. What is known is that additional capabilities and data that could be transmitted to a PSAP—such as videos of a crime or a building on fire, or images of a suspected criminal or vehicle accident—already exist. How PSAPs choose to approach the data that may be accepted in a PSAP, as well as the associated tasks, will be up to each agency unless a statewide approach is taken.

The largest issue surrounding staffing within the state is the realization by both administration and 9-1-1 Specialists that the workload of the PSAP continues to increase, while in many instances staffing levels remain flat. Several PSAPs have position vacancies, which increases the overall workload on existing staff members, in many instances due to mandated overtime. Additional functions also are assigned to many PSAPs within Maryland—such as assisting citizens at a lobby walk-up window—which adds additional workload. Where they do not exist, operational support positions are needed for QA/QI, training, and administrative assistance. In some instances, staffing in these positions is inadequate for the workload.

In lieu of a state requirement or recommendation, counties should weigh the future implementation of additional data in the PSAP, such as videos and images, with the effect it will have on PSAP personnel.

The decision regarding whether 9-1-1 Specialists will view multimedia data lies with the locality; however, if the agency determines that 9-1-1 Specialists will not view this data, decisions must be made regarding who will have responsibility—whether it be inside (e.g., a digital analyst position) or outside (e.g., a law enforcement or fusion center) the agency. If inside, a position or positions must be staffed appropriately. This decision likely will have a fiscal impact to the locality and require specific long-term budget processes.

Left unchecked, current staffing issues very well may be exacerbated in the NG9-1-1 environment.



The actions below may be taken to improve staffing readiness, prior to NG9-1-1 implementation, within the state:

- Conduct a workforce optimization study to determine operational needs prior to the implementation of NG9-1-1
- Determine appropriateness of current 9-1-1 Specialist and supervisor staffing levels based on operational needs and available staffing calculators
- Determine appropriateness of current administrative and support staff levels based on operational needs
- Evaluate current leadership span of control for supervisory staff to determine efficacy; span of control may need to be increased/decreased to meet operational demands

9.1.9 Training

The success, or failure, of a 9-1-1 Specialist is based in part on the training that one receives. This includes initial new-hire training, on-the-job training, and continuing education. This also holds true for implementing NG9-1-1. The success or failure of this endeavor will be defined in part by the training that is provided to 9-1-1 Specialists, support staff, administrators, and other appropriate county and state staff. The score in this category is largely because an NG9-1-1 training program does not yet exist at the state level or within the PSAPs.



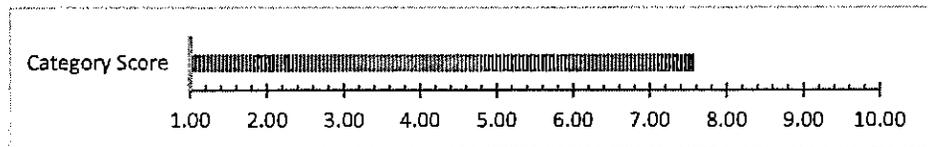
Regulated training requirements are prescribed within COMAR and all 24 jurisdictions meet the current requirements with all personnel.⁷² However, COMAR has yet to be updated to reflect appropriate NG9-1-1 training. Training to introduce the basic concepts of NG9-1-1 should be provided so that all personnel begin the NG9-1-1 implementation process with the same foundational knowledge. More-specific training necessary for the operation of new technology then can be provided nearer to the NG9-1-1 go-live date. The potential for change with an NG9-1-1 implementation, given the fact that images and videos may be received in the PSAP, requires that 9-1-1 Specialists and administrators receive as much training as possible prior to implementation.

The actions below may be taken to improve training, prior to NG9-1-1 implementation, within the state:

- Develop and implement new training requirements, prescribed in COMAR, to reflect NG9-1-1-specific training
- Develop and implement a plan to provide NG9-1-1 initial and position-specific training at both the state and local levels, including stress-related and future training needs.

9.1.10 Quality Assurance/Quality Improvement

An appropriate QA/QI program is an essential component of PSAP operations and a best practice. It is more so when using a protocol system. Twenty-three jurisdictions currently utilize protocols from the IAED to process incoming 9-1-1 calls; one jurisdiction uses in-house-developed questions. The process of conducting quality audits, or the systematic review of telephone and incident recordings, is a requirement of APCO/NENA ANS 1.107.1-2015. The IAED also requires QA reviews as part of its accreditation process. Every jurisdiction has a QA process, although it may not be a standalone component of operations.



The actions below may be taken to improve QA programs, if not already in place, within the state:

- Develop a formal—i.e., written, documented, and clearly defined in an SOP that is updated regularly—QA program staffed by QA specialists that meets or exceeds national standards or vendor requirements for case reviews
- Perform random case reviews weekly—of the appropriate percentage of overall call volume and associated radio traffic—that meet or exceed national standards or vendor requirements
- Provide case review feedback to personnel as quickly as possible, in accordance with national standards

⁷² COMAR has not yet been updated to include NG9-1-1 education requirements.

- Routinely develop and deliver QI training (both individualized and center-wide) based on ongoing case review results

9.2 Other Considerations

9.2.1 Liability

The collection and storage of data has become less expensive and more reliable than ever before. This increase in technological capability is having a significant impact on public safety in numerous ways. From the implementation of NG9-1-1 to the use of Internet of Things (IOT) devices and sensors, data is becoming an integral part of the framework for call processing and emergency response.

Legacy 9-1-1 systems only allow PSAPs to collect information based on voice communications with a caller. This system is limited in terms of the amount of information a PSAP can discern about an emergency because the 9-1-1 Specialist must rely solely on the information conveyed in a voice call. However, emerging technologies are enabling callers and PSAPs to receive, view, process, and exchange multiple new types of information, including multimedia data and text communications. The advent of IOT devices—such as medical devices and sensor devices used by the caller, and vehicle sensors that are connected and transmitting from the caller or first responders—enable the collection of large quantities of data along with the call for service.

With this data, PSAPs can better prepare first responders with a more complete and more detailed picture of the incident, thereby increasing response efficiency and possibly improving outcomes. But it also increases concerns regarding the collection, handling, use, and application of this data to the response and the response record.

While NG9-1-1 clearly offers tremendous benefits for emergency response efforts, there also may be unintended consequences for state and local governments. The 9-1-1 community already has begun to acknowledge that the significant increase in data collection likely will create conflicts within government regarding transparency, public safety concerns, and individual privacy.

NG9-1-1 technology and the magnitude of data that will be available regarding an incident is expanding the PSAP's role in the emergency-response framework by increasing its need to aggregate multiple and diverse data sets and serve as an information filter between callers, first responders, and data-collection technology that is available for emergency response.

NG9-1-1 is designed to increase choices and opportunities to empower 9-1-1 governing authorities and PSAP administrators to design 9-1-1 systems that enable the sharing and receipt of information consistent with local needs. One region may choose to receive all possible information (voice, text, images, and video) from all devices. Another area may choose to filter and limit receipt of certain information and to route calls differently based on unique local capabilities and needs. Differing 9-1-1 system policies and structures, enabled by standards-based NG9-1-1, is an advantage of NG9-1-1. However, possible liability concerns could be raised if individual PSAPs choose not to receive all information (e.g., direct video communications) despite the technical availability of such information.

Moreover, unintentional errors could occur despite the best efforts of all parties involved in the response. Liability protection statutes should extend to intentional non-location-based routing capabilities and the use of incident and personal data for emergency dispatch.

There is no magic solution that can entirely remove a PSAP's potential liability. However, when staffing, training, and QA/QI are undertaken with liability in mind, agencies may realize a reduction in their liability exposure.

There are actions and best practices that Maryland PSAPs can take to reduce liability exposure.

Statute and Rules	<ul style="list-style-type: none"> • Understand Maryland Public Information Act requirements • Understand county data privacy and data practices rules and procedures
Training	<ul style="list-style-type: none"> • Formal, organized training programs facilitated by qualified and certified instructors; ensure trainers receive additional and updated training • In-service training for 9-1-1 Specialists in all necessary areas of job performance and call processing • Update training programs to reflect new skills needed, additional knowledge and functions expected of the 9-1-1 Specialist • Situational awareness training
Personnel	<ul style="list-style-type: none"> • Well-defined screening and hiring practices • Clearly defined job descriptions; update job descriptions to include NG9-1-1 functions and skills needed • Clearly documented and communicated performance expectations and standards; update as appropriate for NG9-1-1 elements such as multi-media, additional data elements, triage of multiple sources of data
Standard Operating Procedures	<ul style="list-style-type: none"> • Regular review and updates to policies and SOPs accompanied by re-training; update training programs to reflect new skills needed, additional knowledge and functions expected of the 9-1-1 Specialist
Operations	<ul style="list-style-type: none"> • Expanded 9-1-1 Specialist requirements for analyzing and using new forms of data and information • Define expectations in the NG9-1-1 environment • Job resources and guides to assist in the 9-1-1 Specialist in proper questioning of callers and witnesses
Human Resources	<ul style="list-style-type: none"> • Ensuring sufficient staff on duty at any given time • Regular performance appraisal reports from qualified supervisors; performance factors updated to reflect added and expanded role of the 9-1-1 Specialist
Technology	<ul style="list-style-type: none"> • Regular inspection of all equipment and immediately processing repair requests as needed



Local 9-1-1 jurisdictions will need to explore how best to define expectations of 9-1-1 Specialists with the presentation of significantly more data. When a video is now part of the call data and record, what are the important factors that require attention? What should be observed in the video? What information needs to be passed on to responders? New protocols and training will need to reflect these new functions and responsibilities.

Agencies should ensure that training programs and periodic in-service programs include background checks and that training programs repeatedly remind personnel of the sensitive nature of the data that they are handling, which is not to be disclosed beyond the walls of the PSAP. PSAP personnel face exposure to legal liability both inside and outside the workplace. While some of this is unavoidable due to the nature of the job, training and identification of potential pitfalls can serve to minimize potential risk.

State Considerations

States also have responsibilities related to liability protections for both PSAPs and providers. Recent changes to Maryland statute have made some progress in this area. The National 911 Program's *Guidelines for State NG911 Legislative Language*,⁷³ version 2.0, issued in 2018, focuses on 9-1-1 liability guidance and serves as a liability legislation guide that all states could benefit from following. Guidance, such as ensuring that state statutes do not use language that specifies the type of service provider providing access to 9-1-1 service, can be helpful.

Other guidance Maryland should consider following is shown below.

Liability should be equally applicable to all service providers involved in the provision of 9-1-1 services.	Liability legislation should not be limited to specific forms of communication (e.g., voice).
Liability should be technology-neutral and equally applicable to video, text, telematics, and other developing communications technologies.	Legislation should ensure that liability protection is consistent across the public safety community, including PSAP staff members, emergency service providers, and law enforcement.

As it becomes possible for callers and service providers to share more data and information with PSAPs through updated 9-1-1 systems and NG9-1-1 applications, and as technology facilitates the sharing of data with first responders and the broader public safety community, issues of confidentiality, privacy, and system security must be appropriately addressed. States should enable the sharing of essential

⁷³ Guidelines for State NG911 Legislative Language. 911.gov.
https://www.911.gov/pdf/Guidelines_for_State_NG911_Legislative_Language.pdf

information while protecting data confidentiality and addressing privacy issues. While some state legislatures address privacy and security issues, it is frequently in reference to specific forms of technology. As statutes are amended, the utilization of technology-neutral terms will better ensure that the intent to maintain privacy and security endures as technology advances.

State Challenges

The State and each PSAP in Maryland face challenges as the increase in data and NG9-1-1 capabilities offer additional methods and presentation of data related to calls for service.

For example, any record, recording, or information (or portions thereof) obtained by a public agency for the purpose of providing services in an emergency that reveals the name, address, telephone number, personal information, or any other identifying information, of any person requesting emergency service or reporting an emergency by accessing an emergency communications 9-1-1 system, is confidential, except that such a record or information may be disclosed to a public safety agency. The exemption applies only to the name, address, telephone number, personal information, or other identifying information of any person requesting emergency services or reporting an emergency while such information is in the custody of the public agency or public safety agency providing emergency services. Does this pertain to multimedia data also? Is the video that was sent by the caller part of the data record and have the same protections, especially when people's identities are discoverable by viewing the video? These questions need to be addressed, and often through local data practices or state statute protections.

The ENSB inspection form, used to assess each PSAP's capabilities, issues, and concerns, is used to determine what is needed by the PSAP that the ENSB should be aware of and might assist with. This inspection form should be modified to reflect additional requirements and to document compliance with staffing, training, data privacy, and confidentiality issues. Other significant considerations for the State include the following:

- Confidentiality of 9-1-1 data may be affected or limited by other, broader statutes related to the public's access to information, including access by the media. As Maryland communities implement NG9-1-1, the State should be mindful of the implications of making audio of the call and non-voice data, such as images and video, publicly accessible. Maryland may choose to address media access to 9-1-1 information more specifically. For example, in the State of Minnesota, the audio recording is determined to be private, while the transcript of what was said may not be private. This condition protects the reporting person and personal privacy in a tragic event. In other words, a caller who has experienced a traumatic situation does not need to hear the recording over and over in the media for weeks following the incident; thus, the audio record is private while what was said is not.
- Records retention rules and policies are under the control of the county in Maryland. Each has its own retention schedule and policy. If not coordinated, with at least minimal requirements at a state level, this complete autonomy might present challenges. If incidents are shared among and between more than one agency, or if a call is transferred to another agency or routing rules for overflow traffic send the call to a backup agency, and they have a different retention policy, locals could encounter custodial issues and problems of record retention. Legislation should consider giving the state entity the



authority to develop, monitor, and enforce minimal 9-1-1 record- and data-retention policies applicable to calls for service, PSAPs, regional and state networks, and service providers. At the very least, records-retention policies and schedules should be shared and coordinated between neighboring agencies, especially those that serve as backup or contingency overflow for each other.

- In addition to using data to facilitate emergency response, data may be used for QA efforts, planning and research purposes, and criminal justice implementation. States should consider the implication of data-retention policies on these efforts.
- Legislative guidance from the National 911 Program also suggests that states modify current liability statutes, as necessary, to be technology neutral, rather than applying to any particular technology—e.g., commercial mobile radio services (CMRS) wireless, VoIP, traditional landline—and ensure that the liability protection extends to all forms of information pushed to a PSAP or pulled from external sources by a PSAP, regardless of the platform over which the information travels. Maryland recently has made several changes to help protect the NG9-1-1 NGCS provider, but additional consideration should be given to ensuring that statute language is changed to become more technology neutral. State legislatures should review liability protection statutes to ensure that existing liability protection for PSAPs, technology users, communications service providers, and third-party vendors will continue to effectively apply as new services and technologies are enabled by NG9-1-1.
- Liability protections should extend beyond the PSAP to all entities appropriately involved in emergency response.
- Liability protections should apply to the acquisition and use of data from external sources that do not come with the call, but that are added to the 9-1-1 call record subsequently.
- The State also should be cognizant of federal requirements that might impact privacy. The State should review Federal Communications Commission (FCC) requirements that state 9-1-1 calls should be routed to the “geographically appropriate” PSAP, to assure that those requirements do not prevent 9-1-1 calls from being intelligently routed to the “situationally appropriate” PSAP, even if it is not the geographically closest PSAP.
- The State should ensure that “functional equivalency” requirements of the Americans with Disabilities Act, in its current forms or as modifications to the statute are made, do not have the unintended consequences of requiring all 9-1-1 calls to be treated the same, when an NG9-1-1 system can uniquely route calls from identified individuals with disabilities in a different manner than a typical 9-1-1 call (e.g., call routing based on caller characteristics and needs, rather than location-based routing).

The ENSB and local 9-1-1 jurisdictions should engage in discussion and planning for how all entities are going to address the plethora of data that will be presented with or added to the 9-1-1 call from multiple sources. How will PSAPs triage the data? How will they analyze the data for the most effective application to the event and response? What do responders need? How will data storage and management be handled? What training is needed? What policies need to be updated? These discussions and answers

should be coordinated at the state level so that there is a comprehensive approach and strategy that is effective for Maryland.

Liability exposure is a large and unfortunate part of public safety life. Due to the sheer impact and seriousness of issues faced, the stakes are often high, and with that comes increased legal risks. Because any single member of a PSAP can expose the entire agency, it is important to assure that every 9-1-1 Specialist has a strong foundational understanding of liability and risk exposure from a communications center's viewpoint.

9.2.2 Memoranda of Understanding

For any region, formalized agreements for NG9-1-1 network interoperability, collaboration, and participation of appropriate public safety stakeholders in a governing document or an official agreement is essential. A formal integration partnership structure provides a unified approach across multiple PSAPs. Such unity aids the funding, effectiveness, and overall support for collaboration. An Interagency Cooperative Agreement (ICA) or Memorandum of Understanding (MOU) is important because it defines the responsibilities of each party in an agreement, provides the scope and authority of the agreement, clarifies terms, and outlines compliance issues.

Agencies use an ICA/MOU as the formal documentation of how they will work together on an agreed-upon project or meet an agreed-upon objective. The main purpose of such a document is to establish a written understanding of the responsibilities and expectations of each party. The ICA/MOU should be a formal, legal document that is binding and holds the parties responsible to their commitments. Jurisdictions and agencies are familiar with these types of agreements and often will have agreements in place for call-handling processes between counties or PSAP jurisdictions. Handshake agreements are no longer sufficient or recommended.

There are tools available to help jurisdictions through the process, such as the National 911 Program's *Next Generation 911 (NG911) Interstate Playbook*,⁷⁴ which contains a sample ICA/MOU in the appendices. Each section of the sample ICA/MOU poses questions or concepts to consider, to help guide PSAPs when writing content for their agreements. The sample language used in the Playbook is drawn from numerous other example agreements among and between several disciplines. In all likelihood, each PSAP participating in the agreement will have existing agreements for other services or purposes they will want to draw from and use.

The Playbook does not address every issue that jurisdictions may face when seeking to establish an ICA or MOU. The ICA/MOU should be customized to the capability or resource for which it is established, and should consider any unique characteristics of the specific community and participating jurisdictions as appropriate.

Some topics that should be considered for inclusion in an ICA/MOU are identified in the table below.

⁷⁴Next Generation 911 Interstate Playbook. 911.gov. https://www.911.gov/project_nextgeneration911interstateplaybook.html

Table 16: ICA/MOU Topics

Topic Areas	
Clarify terminology	Identify authorized representatives
Effective date of the Agreement and any reference to renewal, review, or expiration dates, if desired	State or county audit requirements
Contact information, including but not limited to escalation point of contact for reporting issues 24 x 7 x 365	State or county data practices considerations
Change notification process, i.e., how each of the parties will keep others informed of any changes they will be making to their systems that may have impact on other parts of the system or network	Provisioning, testing, and verification process responsibilities
Change-management processes that the parties will agree to follow when any changes to systems or networks are implemented	Mutual agreement of database reconciliation to ensure database compatibility within participating systems, e.g., pseudo-Automatic Number Identification (P-ANI)
Commitments to provide prompt notification to the other parties regarding service interruptions or problems, regular system maintenance, system security, aligning operational procedures or any other processes that are employed by the jurisdictions	Commitment of vendor(s) for testing
<p>Dispute resolution process, i.e., how issues will be identified, tracked, addressed, and escalated if not resolved:</p> <ul style="list-style-type: none"> - Who will manage or maintain the records, administer the system, or act as system integrator? - What will be the venue for any litigation? Whose laws will govern? - What are the responsibilities/actions of the disputed party? 	Entrance criteria for adding new partners to the ICA/MOU

Topic Areas	
Sovereign immunity	<p>Termination/withdrawal of partners, i.e., the conditions, notification criteria, and technical issues under which a jurisdiction may withdraw from the agreement:</p> <ul style="list-style-type: none"> - What are the circumstances or conditions for withdrawal? - What notification to the other parties to the agreement is necessary? - What is the process for exiting the agreement? - Is there any financial implication, either to the exiting jurisdiction or to the remaining parties?
<p>Cost allocation, i.e., if there are any shared elements, how will costs be shared:</p> <ul style="list-style-type: none"> - How will the responsibilities of each jurisdiction be identified and clarified? - How will upgrades and ongoing maintenance be funded? - What are the financial obligations of the parties? 	<p>Assignment:</p> <ul style="list-style-type: none"> - Can the agreement be assigned or transferred to another entity? - Is there any approval needed or required?
Mutually agreed-upon policies and procedures, which will make it much easier to manage situations when things go awry	<p>Annual review of agreement(s):</p> <ul style="list-style-type: none"> - What circumstances will require a change to the agreement? - What is an appropriate timeline for review? - What will be the process for amending the agreement?
	<p>Other possible agreements that may be necessary or important to the successful implementation and ongoing operation of the networks:</p> <ul style="list-style-type: none"> - Intercontinental (cross border) agreements (if applicable) - Tribal agreements (if applicable) - Service level agreements (SLAs)

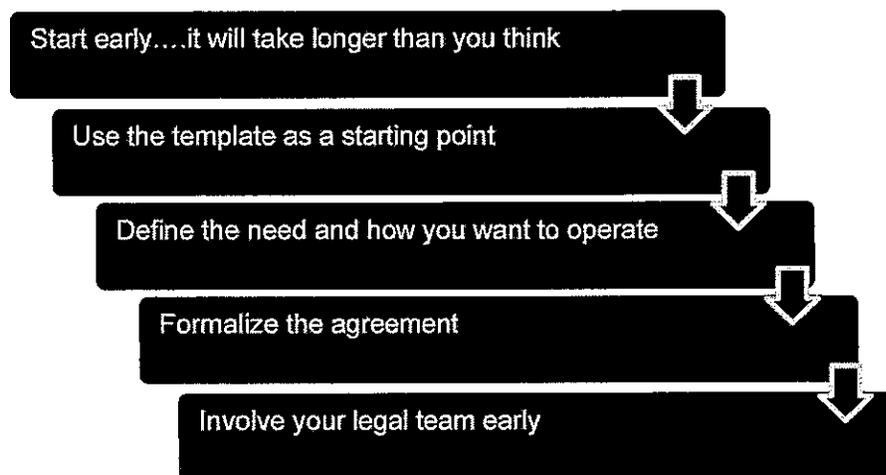
Best Practices

There are numerous best practices and “lessons learned” that can be useful when undertaking an endeavor of this kind. Among them are: start the process early, involve legal teams at the earliest possible

stage of development, have a clear definition of what needs to be in an agreement, and formalize it in writing.

- Engage legal departments early in the process
- Try to find existing agreements between from which you can draw previously agreed-upon language to replicate in your NG9-1-1 ICA/MOU. There may be a current MOU in place that will contain most of what is needed with minor modification for new systems, or NG9-1-1 capabilities.
- Do not underestimate the time it will take county PSAPs or their legal departments to craft appropriate language for the ICA/MOU to which both PSAPs can agree

There are two primary reasons why writing a formal agreement is important. First, it will document everyone’s understanding of their respective responsibilities and the process that all parties will have to follow. Second, a formal agreement provides historical information that will be useful as time goes by to codify what has been done, even if the principals currently involved no longer are in their present positions.



9.2.3 Mental Health

When NG9-1-1 systems are operational and integrated, it likely will create a paradigm shift in PSAP operations and the level of 9-1-1 Specialist engagement in events when they occur. As a result, PSAPs will need to have additional critical-incident stress-management mechanisms in place to help staff emotionally process what they encounter, and policies that enable administrators to manage the situation effectively.

Post-Traumatic Stress Disorder (PTSD) is real in telecommunicators and contributes to the repeated stress and helplessness that 9-1-1 Specialists often feel. Several studies have been done regarding PTSD and telecommunicators. One notes the four symptom clusters of PTSD,⁷⁵ which include:

- Avoidance: avoiding thoughts and feelings that bring back memories of a certain call
- Numbing: feeling detached or that the world is inherently bad
- Hypervigilance: feeling on edge constantly; having trouble sleeping or focusing
- Reexperiencing: having flashbacks to a particularly bad call

PTSD usually is recognized first by coworkers of the affected person. It is important that everyone knows the signs and symptoms of PTSD.

Vicarious trauma is a major contributing factor to dispatcher burnout because of the type of calls inherently received and the compassion given during a career. Other factors include turmoil in the workplace, family and life stressors, missing out on milestones events (e.g., holidays and birthdays), the inability to take time off when requested, and changing shift schedules.

While it is imperative that jurisdictions provide resources to reduce stress and protect the mental wellbeing of its employees, it is the role of managers, supervisors, and 9-1-1 Specialists to use those resources when necessary. It is the job of each employee to contribute to a healthy workplace where the stress of the position is minimized.

10 Path Forward

While the goal of implementing NG9-1-1 is focused on the year 2020 within Maryland, the State is fast approaching a solution. While most PSAP managers/directors understand the concept of NG9-1-1 and the expectations for it, the fact that it is so new leaves a lot of ambiguity of what it means for 9-1-1 Specialists. NG9-1-1 can encompass voice, short message service (SMS) text, or video emergency "calls" from any communications device via IP-based networks.

Perhaps the greatest challenge tied to the enhanced types of data that will flow into the PSAP in the future is that an already stressful job—that of the 9-1-1 Specialist—will become far more demanding, simply because there will be many more data inputs. Consequently, PSAPs will need to have policies and programs in place to ideally prevent 9-1-1 Specialists from becoming overwhelmed, or at least help them cope.

Yet another factor concerns what telecommunicators will encounter when citizens and first responders begin to transmit videos and images from the scene of an emergency incident. Many of these videos and

⁷⁵ "PTSD and Emergency Telecommunicators," The Journal of Emergency Dispatch, July 7, 2016. <https://iaedjournal.org/ptsd-in-911-communications-qa/>.

images will be horrifying even for seasoned field personnel to view or watch live—e.g., wounds suffered by victims of a car accident, shooting incident or house fire—none of which are viewed by 9-1-1 Specialists today.

While most PSAP managers have voiced concerns about the live-stream data, images, and videos that will come into their centers for review in a NG9-1-1 environment, the question remains: what will be done with that information? The State should work closely with the counties, State's Attorney's office, and Office of Law to determine what will be done with NG9-1-1 data, videos, and images, and who will have responsibility to process it. 9-1-1 Specialists are trained to make decisions based on what they hear and are told; however, they are not trained to assess crime scenes or signs or symptoms of medical conditions. Therefore, the conversation needs to be had to determine how those data packages will be handled.

Fundamental changes in operations will create excitement; but the excitement may become overshadowed by the identified risks. Staff members may be apprehensive about changes that will be inevitable during the implementation of NG9-1-1 technologies and new media. Experience shows that open and direct lines of communication can lessen the fear of change.

The counties have dedicated staff members who are proud of the jobs that they perform. As in any organization, there are strengths that must be capitalized on and weaknesses that must be addressed. The State has made a considerable investment in technologies, training, and this assessment to ultimately support the transition to NG9-1-1.

MCP commends the State and counties for the collaborative effort to identify and begin to address gaps that may hinder the transition to a next-generation environment. MCP is confident that the state, as a whole, will be successful in all of its endeavors.

Appendix A – Recommendations

Focus Area	Recommendation	Outcomes
NG9-1-1 Planning		
Strategic plan	Continue to review and follow initiatives outlined in the strategic plan	<ul style="list-style-type: none"> Ensures the state moves forward with NG9-1-1 planning
i3 Call Routing		
Procure and implement an ESInet	All counties need to procure and implement an NGCS solution	<ul style="list-style-type: none"> Allows for successful migration to NG9-1-1 Allows counties to discontinue use of legacy routers
Integrated data repositories	Ensure counties integrate ESInets with additional data repositories	<ul style="list-style-type: none"> Allows for the maximum amount of data to be accessible to PSAPs
ESInet		
Migrate to NG9-1-1 platform	Ensure all residents in Maryland have access to NG9-1-1 capabilities by having counties provide timelines for migration	<ul style="list-style-type: none"> Ensures counties are on track to migrate Allows for resource allocation at the state and local levels
Call-Handling		
Text-from-9-1-1	Encourage vendor community to provide text-from-9-1-1 capabilities for integration by counties	<ul style="list-style-type: none"> Allows PSAPs to begin text sessions from 9-1-1 hang-ups where those seeking help may not be able to answer on call back

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Focus Area	Recommendation	Outcomes
Security		
Risk assessment	Continue to provide funding for counties to analyze risks and address them	<ul style="list-style-type: none"> Ensures safety of PSAP infrastructure
Operations		
Recruiting resources	Develop a recruitment repository for sharing recruiting materials among jurisdictions	<ul style="list-style-type: none"> Increased access to recruitment tools and resources Shared best practices
Statewide recruiting campaign	Implement a statewide campaign to recruit 9-1-1 Specialists including billboards, commercials, and advertisements	<ul style="list-style-type: none"> Increased visibility of the job 9-1-1 Specialists do to attract candidates
Statewide outreach program	Develop a statewide outreach program to educate residents about current job openings across the state, the responsibilities of 9-1-1 Specialists, PSAP support staff, and administrative staff	<ul style="list-style-type: none"> Increased visibility of the job 9-1-1 Specialists do to attract candidates Increased visibility of what PSAPs do A more educated public
Training for PSAP leadership	Conduct training sessions for PSAPs on recruiting and hiring practices; focus on the importance of different methodologies for hiring for public safety careers, developing and updating job descriptions, and attracting the right people (could include sponsoring APCO or NENA courses specifically for hiring or promoting)	<ul style="list-style-type: none"> Increased education on how to recruit and hire Shared knowledge of best practices from around the state Mainstreams hiring Identifies the best candidates Increased candidate pool Increased success rate

Focus Area	Recommendation	Outcomes
Interagency collaboration for hiring	Act as a liaison, providing an introduction, between PSAPs and the Maryland workforce exchange to fill vacant positions	<ul style="list-style-type: none"> Increases hiring pool Interagency understanding of hiring needs of PSAPs
Hiring initiatives	Contribute to the development of high school and college programs that prepare candidates to become a 9-1-1 Specialist	<ul style="list-style-type: none"> Increases candidate pool New hires understand the position Saves State training budget
Recognition of 9-1-1 Specialists	Work to help recognize 9-1-1 Specialists as full members of the public-safety chain, entitled to pension programs with reduced lengths of service, such as 20 or 25 years	<ul style="list-style-type: none"> Encourages emergency communications as a career Reduces the need to continuously hire and train new employees
Hiring software	Continue to fund testing software for public safety dispatcher application solutions through the 9-1-1 Trust Fund	<ul style="list-style-type: none"> Tests potential candidates on roles and responsibilities within a PSAP Creates a baseline for competency and proficiency
Certification	Implement statewide 9-1-1 Specialist training and state certification	<ul style="list-style-type: none"> Ensures standard level of care across the state Ensures all 9-1-1 Specialists have access to training Minimizes operational roadblocks during alternate routing
GIS		
Match rates	Continue work to ensure GIS match rates are above 98 percent	<ul style="list-style-type: none"> Allows for more accurate call routing Decreases the number of transfers

Focus Area	Recommendation	Outcomes
		<ul style="list-style-type: none"> Decreases the number of minutes it takes to get help that is needed
Staffing		
Statewide training coordination	Ensure there is a position at the state level to assist with training and certification needs	<ul style="list-style-type: none"> Allows PSAPs to have continued guidance Levels workload on State employees, namely the Executive Director
Ensure staffing resources	Continue to provide resources for counties to fill positions that provide technical and administrative support to PSAPs	<ul style="list-style-type: none"> Allows counties to complete all required tasks by the State, such as training and QA Allows 9-1-1 Specialists to focus on call handling and processing of emergency requests for service Allows management to focus on managing day-to-day operations of the PSAP
Training		
Statewide training	Develop a statewide training program to focus on: <ul style="list-style-type: none"> NG9-1-1 topics Effects of NG9-1-1 on 9-1-1 Specialists Hands-on training opportunities, e.g., simulated experience Handling stress in a next generation environment 	<ul style="list-style-type: none"> Ensures standard level of care across the state Ensures all 9-1-1 Specialists have access to training Ensures all 9-1-1 Specialists know how to access appropriate mental health services

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Focus Area	Recommendation	Outcomes
Model training program	Develop a model training guide for PSAPs	<ul style="list-style-type: none"> Ensures standard level of care across the state Ensures all 9-1-1 Specialists have access to training
Application for training	Procure and maintain a statewide training application that PSAP personnel can access	<ul style="list-style-type: none"> Reduces travel expenses incurred by localities Expands training for 9-1-1 Specialists
Central repository	Have a central repository for Maryland PSAPs to upload/download training resources	<ul style="list-style-type: none"> Reduces travel expenses incurred by localities Expands training for 9-1-1 Specialists Ensures continuing education requirements can be met
Minimum training guidelines	Develop minimum training guidelines for NG9-1-1	<ul style="list-style-type: none"> Ensures all 9-1-1 Specialists remain certified throughout their career Ensures standard level of care across the state
Continuing education	Develop continuing education standards to encourage adequate training through journal articles, quizzes, and memos and through attending course offerings and conferences	<ul style="list-style-type: none"> Ensures all 9-1-1 Specialists remain certified throughout their career Ensures standard level of care across the state Creates requirements for continuing education
Classroom training	Assure classroom training—a best practice—is mandatory for all new hires to the 9-1-1 Specialist position	<ul style="list-style-type: none"> Ensures standard level of care across the state Ensures all 9-1-1 Specialists are learning the necessary foundational requirements
Formalized new hire program	Assure during PSAP inspections that there is formalized new hire training that addresses the areas in the <i>Recommended Minimum Training Guidelines for Telecommunicators</i>	<ul style="list-style-type: none"> Ensures standard level of care across the state Ensures all 9-1-1 Specialists are receiving formalized training specific to their agency

Focus Area	Recommendation	Outcomes
CTO training	Implement a standard that all CTOs must be certified (and remain certified) through an industry-standard certification program and receive specific continuing education annually	<ul style="list-style-type: none"> Ensures standard level of care across the state Reduces trainer burnout Creates a standard for training throughout the state
Policies and procedures	Develop guidance for PSAPs on NG9-1-1 policies and procedures	<ul style="list-style-type: none"> Ensures all PSAPs understand and are prepared for the migration to NG9-1-1 Ensures all 9-1-1 Specialists are prepared for the migration to NG9-1-1
NG9-1-1 training	Ensure appropriate training programs exist within Maryland for NG9-1-1 functions, capabilities and requirements	<ul style="list-style-type: none"> Ensures standard level of care across the state Ensures all 9-1-1 Specialists have access to training Expands training that is accessible to 9-1-1 Specialists
Vocational programs	Initiate vocational education programs for 9-1-1 Specialists across the state	<ul style="list-style-type: none"> Increases candidate pool New hires understand the position Creates a funnel of potential candidates into the PSAPs after high school/community college Saves State training budget
Quality Assurance		
PSAP compliance	Ensure PSAPs are compliant in all three disciplines	<ul style="list-style-type: none"> Ensures a standard level of care across the state
Timely feedback	Ensure PSAPs have resources to complete QA assessments and provide feedback to 9-1-1 Specialists	<ul style="list-style-type: none"> Ensures a standard level of care across the state

Appendix B – Statewide Scorecard

Lever	Score
NG9-1-1 Planning	7.40
i3 Routing and Functional Elements	4.67
ESInet	6.20
Call-Handling Equipment	7.17
Security	9.00
Operations	5.00
GIS	8.00
Staffing	5.43
Training	2.67
Quality Assurance	7.56

NG9-1-1 PLANNING
WEIGHTED FACTORS

SCORE 7.40

EXPLANATION

Documentation	Counties have the authority to make decisions locally	
Strategic Planning	The State has a strategic plan; individual counties do not	
Communication	Some regions are meeting regularly to communicate their needs and plans	
Coordination	Regionally there are areas in the state that are coordinating together for an ESInet solution; some are not	
Technology	There is a technology subcommittee that meets regularly to address needs	
Budgeting	There is a budget to support NG9-1-1	
Funding	There is a set fund that is used for NG9-1-1 transition	
Staffing	There is sufficient staffing at the state level to migrate to NG9-1-1	
Procurement	Counties are responsible for their own procurement of an ESInet	
Standards and Guidelines	There is a process in place to procure ESInet solutions and secure funding from the statewide 9-1-1 Trust Fund	

i3 ROUTING
WEIGHTED FACTORS

SCORE 4.67

EXPLANATION

Technology Procurement	There are defined technical and operational requirements for the next generation solutions	
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i3 ROUTING
WEIGHTED FACTORS

SCORE 4.67

EXPLANATION

Functional Elements	Some counties require upgrades to functional elements to support call routing	
Routing Solutions	PSAPs are all still routing using legacy processes	
ALI DBMS/LIS	PSAPs are supported by ALI/MSAG process	
SLAs	PSAPs have legacy support	
Reporting/MIS	PSAPs have the ability to create reports needed to make data-driven decision-making	
Interoperability	There are guidelines in place to ensure interoperability	
Call Transfer	PSAPs are transferring with ANI/ALI	
Additional Data	PSAPs have or will procure solutions capable of data integration	

ESINET
WEIGHTED FACTORS

SCORE 6.20

EXPLANATION

Carrier Ingress	Currently centralized automatic message accounting (CAMA) trunks are being used	
Interconnectivity	There are robust plans in place for interconnection and interoperability	
Survivability	Most PSAPs have a backup center for geographic diversity of host sites	
Monitoring	Systems are monitored 24x7; monitoring can be funded by the State 9-1-1 Trust Fund	

ESINET
WEIGHTED FACTORS

SCORE 6.20

EXPLANATION

Change Management	There are policies in place for a formal approval process	<input type="radio"/>
Reporting/MIS	There will be requirements for reporting/MIS with the ESInet solution similar to legacy requirements	<input type="radio"/>
Bandwidth	There is fiber available throughout the state and fiber construction costs are allowable expenses if necessary	<input type="radio"/>
NetClock	All PSAPs have local NetClocks that are redundant; not all can support all devices	<input type="radio"/>
Quality of Service (QoS)	PSAPs do not have QoS implements in local area networks (LANs) but do for wide area networks (WANs)	<input type="radio"/>
Documentation	PSAPs actively maintain network diagrams and change them as changes are made	<input type="radio"/>

CALL HANDLING
WEIGHTED FACTORS

SCORE 7.17

EXPLANATION

Equipment	Most counties have or are currently upgrading to i3-capable CHE	<input type="radio"/>
Text-to-9-1-1	13 PSAPs use text-to-9-1-1	<input type="radio"/>
Text-from-9-1-1	There is no support for text-from-9-1-1 for any agency	<input type="radio"/>
RTT	There is no support for RTT messaging	<input type="radio"/>
Logging Recorder	All PSAPs have i3-compliant logging recorders	<input type="radio"/>

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CALL HANDLING
WEIGHTED FACTORS

SCORE 7.17

EXPLANATION

Mapping	Mapping is available and funded by the State 9-1-1 Trust Fund	
MIS	There are sophisticated MIS solutions in place in the PSAPs	
Multimedia	There is no support for multimedia ingress for the PSAPs	
Automatic Call Distribution (ACD)	Counties have the option to use ACD, which is funded by the State 9-1-1 Trust Fund	
Grounding	There are guidelines in place to ensure equipment is grounded	
Transient Voltage Surge Suppression	Centers are protected against transient power and lightning strikes	
Additional Data	PSAPs have the ability to upgrade their call handling equipment as needed for NG9-1-1 requirements	

SECURITY
WEIGHTED FACTORS

SCORE 9.00

EXPLANATION

Cybersecurity Plan	The State has means for PSAPs to partake in a cybersecurity plan	
Proactive Monitoring	The State ensures and provides for proactive monitoring	
Risk Assessment	The State has means for PSAPs to participate in a risk and vulnerability assessment	
Physical Security	There are guidelines in place to ensure the physical security of PSAPS	

SECURITY
WEIGHTED FACTORS

SCORE 9.00

EXPLANATION

Logical Security	There are guidelines in place to ensure the logical security of information	
Staff Security	All staff at all centers must badge into or out of their PSAP	

OPERATIONS
WEIGHTED FACTORS

SCORE 5.00

EXPLANATION

Policy and Procedures	There are plans for the development of operational policies and procedures	
Training	There are training requirements for the legacy environment; but not for the NG9-1-1 migration	
Support	Most centers are understaffed and have open requisitions; the State has open positions that need to be filled	
Additional Data	The State does not receive data on a regular basis; only during PSAP inspections	
COOP	There is a requirement for formalized COOPs for all PSAPs, they will need to be updated in the next generation environment	
Succession Planning	All PSAPs have succession plans in place	
Incident Management	All PSAPs have incident management plans in place, they will need to be updated in the next generation environment	
Facility	Most PSAPs are updated with room for next generation equipment and diverse entrances	

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GIS SCORE 8.00
 WEIGHTED FACTORS EXPLANATION

Production Environments	There are redundant local GIS environments in most of the centers	<input type="radio"/>
Policy and Process	There are policies and processes in place for regional data to be submitted to the State	<input type="radio"/>
Regional Coordination	There is robust regional coordination to minimize gaps	<input type="radio"/>
Training	Training is supported on a state level for GIS users	<input type="radio"/>
Support	There is GIS support at the state level	<input type="radio"/>
Addressing	There is a fully coordinated process in place for GIS and public safety	<input type="radio"/>
Data Readiness	The statewide GIS match rate is between 86 percent to 91 percent	<input type="radio"/>

STAFFING SCORE 5.43
 WEIGHTED FACTORS EXPLANATION

Authorized 9-1-1 Specialists	Most PSAPs have at least 80 percent of their authorized 9-1-1 Specialist positions filled	<input type="radio"/>
Staffing Strength	75 percent of PSAPs have adequate authorized positions	<input type="radio"/>
Authorized Supervisors	Most PSAPs have at least 80 percent of their authorized supervisor positions filled	<input type="radio"/>
Supervisor Staffing Strength	Most PSAPs have adequate supervisor positions; there is a lack of assistant supervisor positions	<input type="radio"/>
Authorized Administrative	Most PSAPs have at least 80 percent of their administrative positions filled	<input type="radio"/>

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STAFFING

SCORE 5.43

WEIGHTED FACTORS

EXPLANATION

Administrative Staffing Strength

Most PSAPs do not have adequate administrative support positions



Leadership Span of Control

Most PSAPs are keeping span of control (supervisor to 9-1-1 Specialist) between 8 to 10 or less than 4



TRAINING

SCORE 2.67

WEIGHTED FACTORS

EXPLANATION

Meets NG9-1-1 Training Requirements

The State does not have memorialized NG9-1-1 training requirements



PSAP NG9-1-1 Training Program

There is currently no official statewide NG9-1-1 training program or guidance for PSAPs on how to develop their own



Agency Initial Training Requirements

The State does not have memorialized initial training requirements in COMAR



NG9-1-1 Stress Training

There are no official trainings or plans to implement NG9-1-1 stress training



Current NG9-1-1 Training

There has been no NG9-1-1 training scheduled or developed by the State



Future NG9-1-1 Training

Some counties have training planned or it is in development



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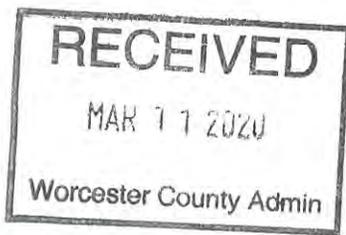
QUALITY ASSURANCE
WEIGHTED FACTORS

SCORE 7.56

EXPLANATION

Protocols	Protocols are used 100 percent of the time for EMD; over 90 percent of PSAPs use protocols for EFD and EPD	
QA/QI Process	There are formal QA programs; some PSAPs have designated QA personnel—most do not	
QA/QI SOP	Most PSAPs have clearly defined SOPs but they are not reviewed regularly	
Percent of Calls Reviewed	Most weeks, PSAPs review more than 3 percent of calls	
Percent of Dispatches Reviewed	More than 30 weeks out of the year, 1 to 3 percent of reviews are conducted	
Review Selection	PSAPs select calls on a bi-weekly rhythm	
Speed of Feedback	Most PSAPs provide feedback within three to five shifts after the reviews are completed	
Individualized QI	PSAPs provide QI programs for individuals on a monthly basis	
Center-wide QI	PSAPs provide QA programs for the center on a monthly basis	

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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
<http://www.co.worcester.md.us/departments/drpd>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

March 10, 2020

See Kyle Pilchard
Request on page 5

Harold L. Higgins
Chief Administrative Officer
County Administration
Worcester County Government Center
1 West Market Street, Room 1003
Snow Hill, Maryland 21863

RE: Electrical Licensing Complaint - Kyle Pilchard

Dear Mr. Higgins:

The Worcester County Board of Electrical Examiners met to discuss the complaint from Kyle Pilchard with regard to the elimination of homeowner's electrical permits as a result of the passage of Bill 17-5 on July 20, 2017. We recognize that this most recent complaint is essentially the same complaint that Mr. Pilchard e-mailed to the County Commissioners in June of 2018. Before addressing the specific two changes Mr. Pilchard has requested to the current code, we wish to discuss several of the Board's general comments and concerns.

The Worcester County Board of Electrical Examiners was created with the responsibility to regulate and license individuals performing and inspecting electrical installations in the County. The overwhelming reason for such regulation is to ensure the safety of Worcester County's residents and visitors from the hazards of improperly designed and installed electrical systems and wiring. In the early years, electrical systems were much more simple in their design and installation. While codes were in place, they were of a much more simple nature. Over the years the complexity of design, wiring systems, devices and products has grown exponentially. With new technology comes new challenges and new regulation. The explosion of new renewable energy systems like solar and wind power have contributed to completely new articles in the National Electrical Code. Simple mistakes can kill, not only those residents and visitors using these new technologies but all too often emergency responders when dealing with emergencies.

It takes not only a great deal of initial knowledge but substantial training to stay on top of the ever changing technologies and codes even for the licensed professionals.

To become a Master Electrician it takes seven years working under a Master's supervision and then passing the exam. To become an Electrical Inspector in Worcester County, one must have held a Master's license for seven years and then pass the inspector's exam. In all, at least fourteen years of experience are necessary to become an Electrical Inspector. In real life, the journey to becoming an Electrical Inspector usually takes longer. My point is that these individuals have worked in the electrical field and know the ins and outs of this challenging trade. That being said, no one person is perfect. Electrical Inspectors try very hard to do the best inspection possible, first of all for the reason of safety and secondly because of liability. Having homeowners doing their own work, without the supervision of an electrician, increases the likelihood of having an infraction. The National Electrical Code is updated every three years. Electricians are required to have ten hours of continuing education every two years to keep them abreast of changes to the code. A large percentage of the changes involve residential work. How can a nonprofessional hope to keep up with those changes? In the Board's discussion many options were considered. In the end, though, it was decided to ask the County Commissioners to end homeowner's permits for the reason of public safety.

With regard to Mr. Pilchard's two specific proposed amendments, we offer the following comments.

Pilchard Proposal:

BR 2-207(f)(2) to be repealed and reenacted as follows:

- (2) **Any person doing work in a single-family dwelling used exclusively for living purposes, provided that the person is the bona fide owner and *full-time* occupant of such dwelling and aid person purchases all material and personally performs all labor in connection therewith and provided that all work must be done in accordance with the code adopted herein and subject to inspection.**

Reasons cited by Mr. Pilchard:

The purpose of the proposed language is to reenact the previous language of BR 2-207(f)(2) which allowed for a homeowner to obtain an electrical permit for any level of electrical work provided that said homeowner completes the work in accordance with the current code and obtains the appropriate inspections.

The added language of "full-time" is to ensure that an owner does not complete work on a property that is part of a homesharing service but of which they are still the bona fide owner and occupant.

Electrical Board Response:

The proposed amendment would reinstate homeowners' ability to do his or her own work regardless of the scope without a license provided the owner was a "full-time" occupant of the building. With regard to this proposal the Board does not feel that the "full-time" occupant provision provides any protection. First, what constitutes "full-time?" Without a prescribed definition, the phrase is meaningless. If the occupancy period is solely for a period before the permit is acquired, what protections are there if the home is sold a month after the work is complete? Even if the language provided for some period of time to remain living in the building after the work is complete, tracking and enforcement would be almost impossible. Additionally, all of the Board's concerns enumerated above still exist.

Pilchard Proposal:

BR 2-219(c) to be repealed and reenacted as follows:

- (c) **Inspection required.** All work shall be inspected by a duly designated county inspector or inspection agency. No qualified county inspector shall approval a final cut-in card to any light or power company until all electrical work reasonable contemplated or required on any construction or electrical job or project has had a permit issued for its completion and construction or installation commenced. *The permitting office shall follow-up on permits obtained by homeowners to determine if inspection(s) have occurred. If inspection(s) have not occurred in a reasonable timeframe and/or work has continued without the appropriate inspection(s), then all efforts will be made by the homeowner to schedule the proper inspection(s) or be subject to fines and/or revocation of permit.*

Reasons cited by Mr. Pilchard:

One of the underlying issues that spawned the passage of Bill 17-5 were the incidences of homeowners obtaining permits for electrical work but not getting said work inspected and homeowners obtaining permits themselves but hiring unlicensed and/or uninsured contractors to perform the work, with work still not being inspected. Also being taken into account is the fact that, as of 2016, only 46 out of 711 permits issued were issued as homeowner's permits. Since only 6 percent of ALL permits issued in 2016 were issued as homeowner's permits, that following up on homeowner's permits ONLY would not be a significant increase on the permitting office. The purpose of the above proposed language is to eliminate the loophole that existed in the previous legislation prior to Bill 17-5.

Electrical Board Response:

Legislating a follow-up procedure does not eliminate all of the problems relative to an inspection issue. From the beginning the Board was concerned with the number of homeowners who were securing their own permits but actually having the work done by

unlicensed contractors or even well-meaning but inexperienced friends or relatives. While all deficiencies from this activity should be discovered in the electrical inspection, the problem lies in the fact that often the unlicensed contractor fails to even call for an inspection or notify the homeowner to call. For work associated with a building permit this becomes apparent when there is a request for a framing or final inspection on the construction. By this point, however, the unlicensed contractor is long gone and the unprepared homeowner is left in a very difficult position. In these cases, the appropriate inspections must be done before the building permit is closed and a certificate of occupancy is issued but the homeowner is often left holding the bag. For work not associated with a building permit the situation can be worse. If the unlicensed contractor or well-meaning friend does not call for the required inspections, the non-compliant work could be in service for a relatively long period of time without inspection and thus any deficiencies not revealed, until it is discovered that the inspections were never requested. Even worse, the unlicensed contractor could call the permit office claiming to be the homeowner and say that they had changed their mind and were no longer going to do the work and therefore cancel the permit, in which case no inspection would ever be made and any deficiencies identified. In the case where the homeowner actually does the work but fails to call for the appropriate inspections, enforcement can be very difficult. Once it has been identified that inspections have not been completed, the permit office can call the homeowner to inquire about the status. If the homeowner simply says that they never did the work, even with a site inspection it may be very difficult to determine what, if any, work they had truly done.

In conclusion, our society today would not exist as it does without electricity. However, if not installed and used properly, it can be deadly. For that reason, the Worcester County Board of Electrical Examiners is always looking to improve our County code regulating the electrical field for safety. For all the reasons contained herein, the Board stands firm in its original recommendation regarding the elimination of the homeowner's electrical permits pursuant to the passage of Bill 17-5 and urge the County Commissioners to not make any changes to the law at this time.

We look forward to discussing the matter with the County Commissioners at their meeting on March 17, 2020.

Sincerely yours,



Kenneth Lambertson, Sr., Chair

Worcester County Board of Electrical Examiners

EAT:phw

Kelly Shannahan

From: kyle.pilchard@aol.com
Sent: Friday, February 14, 2020 11:00 AM
To: Kelly Shannahan
Cc: Debbie Mooney; Jennifer Keener; Joshua C. Nordstrom; Diana Purnell; Joseph Mitrecic; Madison Bunting; Chip Bertino; Ted Elder; James Church; commissioners; Ed Tudor; Phyllis Wimbrow
Subject: Proposed Amendments & Language of Bill 17-5; Re: Kyle Pilchard - Passage of Bill 17-5 (Electrical Standards - Licensing Requirements for Homeowners)
Attachments: Proposed_Legislation.docx

All,
Please review the proposed amendments and language revision of Bill 17-5 (attached). A fair summary of the proposed amendments and language revision is as follows:

BR 2-207 (f) (2) to be repealed and reenacted as follows:

(2) Any person doing work in a single-family dwelling used exclusively for living purposes, provided that the person is the bona fide owner and full-time occupant of such dwelling and said person purchases all material and personally performs all labor in connection therewith and provided that all work must be done in accordance with the code adopted herein and subject to inspection.

-The purpose of the proposed language is to reenact the previous language of BR 2-207 (f) (2) which allowed for a homeowner to obtain an electrical permit for any level of electrical work provided that said homeowner completes the work in accordance with current code and obtains the appropriate inspections.

-The added language of "full-time" is to ensure that an owner does not complete work on a property that is part of a homesharing service but of which they are still the bona fide owner and occupant.

BR 2-219 (c) to be repealed and reenacted as follows:

(c) Inspection Required. All work shall be inspected by a duly designated county inspector or inspection agency. No qualified county inspector shall approve a final cut-in card to any light or power company until all electrical work reasonably contemplated or required on any construction or electrical job or project has had a permit issued for its completion and construction or installation commenced. *The permitting office shall follow-up on permits obtained by homeowners to determine if inspection(s) have occurred. If inspection(s) have not occurred in a reasonable timeframe and/or work has continued without the appropriate inspection(s), then all efforts will be made by the homeowner to schedule the proper inspection(s) or be subject to fines and/or revocation of permit.*

-One of the underlying issues that spawned the passage of Bill 17-5 were the incidences of homeowners obtaining permits for electrical work but not getting said work inspected and homeowners obtaining permits themselves but hiring unlicensed and/or uninsured contractors to perform the work - with the work still not being inspected. Also being taken into account is the fact that, as of 2016, only 46 out of 711 permits issued were issued as homeowner's permits. Since only 6% of ALL permits issued in 2016 were issued as homeowner's permits, that following up on homeowner's permits ONLY would not be a significant workload increase on the permitting office. The purpose of the above proposed language is to eliminate the loophole that existed in the previous legislation prior to Bill 17-5.

Respectfully,
Kyle Pilchard

-----Original Message-----

From: Kelly Shannahan <kellys@co.worcester.md.us>
To: kyle.pilchard@aol.com <kyle.pilchard@aol.com>
Cc: Debbie Mooney <dmooney@co.worcester.md.us>; Jennifer Keener <jkkeener@co.worcester.md.us>; Joshua C.

Nordstrom <jnordstrom@co.worcester.md.us>; Diana Purnell <dpurnell@co.worcester.md.us>; Joseph Mitrecic <jmitrecic@co.worcester.md.us>; Madison Bunting <mbunting@co.worcester.md.us>; Chip Bertino <cbertino@co.worcester.md.us>; Ted Elder <telder@co.worcester.md.us>; James Church <jchurch@co.worcester.md.us>; commissioners <commissioners@co.worcester.md.us>; Ed Tudor <etudor@co.worcester.md.us>; Phyllis Wimbrow <pwimbrow@co.worcester.md.us>

Sent: Thu, Feb 6, 2020 6:34 pm

Subject: RE: Kyle Pilchard - Passage of Bill 17-5 (Electrical Standards - Licensing Requirements for Homeowners)

Mr. Pilchard,

I have attached a copy of Bill 17-5 as adopted as well as the backup materials which the County Commissioners reviewed upon the introduction and adoption of this legislation. I would specifically draw your attention to page 6 and 7 which is the memo from the Department of development Review and Permitting requesting introduction of the bill. The County Commissioners agreed with the position of the Board of Electrical Examiners and Commissioners Bunting and Mitrecic introduced Bill 17-5 on April 25, 2017. Following a public hearing on June 20, 2017 at which two members of the Board of Electrical Examiners spoke and no other oral or written comments were provided by any other members of the public, six of the seven County Commissioners voted to adopt Bill 17-5. I have attached copies of the minutes from both meetings for your information.

I trust that the attached information will answer your questions regarding the purpose, introduction and adoption of this legislation. At this time, I do not believe that the County Commissioners feel that any amendments are warranted to further revise the County Code, but you are certainly welcome to propose specific revised language to amend the code for their consideration.

Thanks for understanding.

Kelly Shannahan

Assistant Chief Administrative Officer

Worcester County Administration

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

From: kyle.pilchard@aol.com [mailto:kyle.pilchard@aol.com]

Sent: Wednesday, February 5, 2020 6:42 PM

To: Kelly Shannahan <kellys@co.worcester.md.us>

Cc: Debbie Mooney <dmooney@co.worcester.md.us>; Jennifer Keener <jkkeener@co.worcester.md.us>; Joshua C. Nordstrom <jnordstrom@co.worcester.md.us>; Diana Purnell <dpurnell@co.worcester.md.us>; Joseph Mitrecic <jmitrecic@co.worcester.md.us>; Madison Bunting <mbunting@co.worcester.md.us>; Chip Bertino <cbertino@co.worcester.md.us>; Ted Elder <telder@co.worcester.md.us>; James Church <jchurch@co.worcester.md.us>; commissioners <commissioners@co.worcester.md.us>; Ed Tudor <etudor@co.worcester.md.us>; Phyllis Wimbrow <pwimbrow@co.worcester.md.us>

Subject: RE: Kyle Pilchard - Passage of Bill 17-5 (Electrical Standards - Licensing Requirements for Homeowners)

Kelly,

Before I potentially waste my time sending a formal letter to the President, that will most likely also go unanswered - based on the lack of response from ANY Commissioner to date to my latest email, I demand that the Commissioners respond to questions presented in said email. The only reason I can deduce, as to why the Commissioners are cowering away from answering any of the questions in the email, is because they cannot produce a sound justification for their vote but instead an eagerness to blindly follow the Electrical Board.

After receiving a response from the Commissioners, to which I am entitled to due to being a tax paying Worcester County resident, then I will submit to the formality of a letter.

I trust there will be a response in a timely manner.

Respectfully,
Kyle

On Monday, February 3, 2020 Kelly Shannahan <kellys@co.worcester.md.us> wrote:

Mr. Pilchard,

Thank you for your comprehensive email of January 20, 2020 concerning the provisions of Bill 17-5 (Electrical Standards – Licensing Requirements for Homeowners). It appears the concerns in your latest email mirror those in your previous emails from June of 2018. As you know, you received a response to your email from Kim Moses, Public Information Officer, on June 27, 2018 and a follow-up response from me on June 28, 2018 (see below).

As you will recall in my follow-up response I stated that given your additional concerns, you are more than welcome to submit a formal letter to the Commissioners (send your letter to: President Joseph M. Mitrecic, Worcester County Commissioners, Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863) further explaining your concerns and addressing the specific amendments which you are requesting to the County law. Your letter will be copied to the County Commissioners and forwarded to the Electrical Board for their review and recommendation to the County Commissioners for their consideration. If one or more County Commissioner is then interested in introducing local legislation to revise the Electrical Standards, a draft bill would be presented for introduction at a future legislative session (generally held on the 3rd Tuesday of each month). If introduced by the County Commissioners, a public hearing would be scheduled on the bill roughly one month from the date of introduction (in order to meet the advertising requirements). You would then be welcome and encouraged to attend the public hearing to provide testimony on the bill. If passed after the public hearing, the new provisions of the County law would become effective 45-days after the date of passage.

While your latest email reiterates the same concerns you had two years ago, it does not suggest any specific amendments to the law. I suggest that you review my previous comments and provide the recommended letter for the County Commissioner's consideration. Again, please be specific with regard to the language of the amendments you are requesting be made to the law. Once received by formal letter, your specific suggestions will be reviewed in accordance with the procedure as outlined in my email of June 28, 2018.

Thank you for your understanding and cooperation with regard to this matter.

Kelly Shannahan

Assistant Chief Administrative Officer

Worcester County Administration

Room 1103 Government Center

One West Market Street

Snow Hill, MD 21863-1195

410-632-1194

410-632-3131 (fax)

From: Karen M. Hammer

Sent: Thursday, January 30, 2020 1:39 PM

To: Kelly Shannahan <kellys@co.worcester.md.us>; Harold Higgins <hhiggins@co.worcester.md.us>

Subject: Kyle Pilchard

Mr. Pilchard called today 01-30-20, around 1 pm., referencing an email he sent to the Commissioners individually and to the general Commissioners email address, concerning Bill 17-5, Electrical Standards. He stated that he had sent this email 10 days ago, 01-20-20, and was wondering why he has not received a response.

His contact number is : 443-614-8024.

Thank you,

Karen

Karen Hammer, Office Assistant IV

Worcester County Administration

One West Market St., Rm 1103

Snow Hill, MD 21863

410-632-1194

410-632-3131 (fax)

-----Original Message-----

From: kyle.pilchard@aol.com [<mailto:kyle.pilchard@aol.com>]

Sent: Monday, January 20, 2020 3:30 PM

To: Debbie Mooney <dmooney@co.worcester.md.us>; Jennifer Keener <jkkeener@co.worcester.md.us>; Joshua C. Nordstrom <jnordstrom@co.worcester.md.us>; Diana Purnell <dpurnell@co.worcester.md.us>; Joseph Mitrecic <jmitrecic@co.worcester.md.us>; Madison Bunting <mbunting@co.worcester.md.us>; Chip Bertino <cbertino@co.worcester.md.us>; Ted Elder <telder@co.worcester.md.us>; James Church <jchurch@co.worcester.md.us>; commissioners <commissioners@co.worcester.md.us>; Ed Tudor <etudor@co.worcester.md.us>; Phyllis Wimbrow <pwwimbrow@co.worcester.md.us>

Subject: Passage of Bill 17-5 (Electrical Standards -Licensing Requirements for Homeowners)

Dear Commissioners,

Two years ago, I became aware of the passage of Bill 17-5 after attempting to obtain an electrical permit myself, for what many would deem "minor" electrical work. The permit office in Snow Hill informed me that, as a homeowner, I was no longer allowed to obtain a permit for the proposed work and instead must hire a licensed electrician to obtain the permit. The planned work consisted of moving utilities (washer, dryer, and electric water heater) from the kitchen to a different room in the house. Electrically speaking, this only requires moving the aforementioned outlets and wire to the new room. The last time I acquired a permit for electrical work, as a homeowner, I was allowed to re-wire my entire house provided that it was inspected according Worcester County law. I must ask all of you, what does Bill 17-5 accomplish compared to the law prior to its passage? If electrical work had to be inspected in stages prior to Bill 17-5 and it still must be inspected the same way post-Bill 17-5, what advantages have been provided to Worcester County and its residents? If I was deemed competent to re-wire an entire house in 2016 as a non-licensed, homeowner then please explain what has changed in such a short time.

I fully understand that the electrical work I proposed is beyond the limit defined in Minor Electrical Installation (BR2-202):

An electrical installation which is single phase, of twenty amperes/one hundred twenty volts AC or less and installed in an existing structure, the installation of decorative outdoor lighting operating at a nominal 48 volts DC or less and associated cabling and

luminaries or electrical wiring systems operating at a nominal 48 volts DC or less such as but not limited to controls, communications, burglar alarms, audio, video and information technology systems when installed in one- and two-family dwelling units.

I believe that the definition of "minor" work in BR2-202 is too conservative. A matter that is not addressed by Bill 17-5 is a scenario in which a dwelling is not owner occupied. Repeatedly in Bill 17-5, it refers to the dwelling being owned and occupied by a homeowner wishing to do minor electrical work for the licensing provisions to not apply to them. I can find no guidance on a scenario in which a homeowner wishes to perform minor electrical work, that would require a permit, to a dwelling that he/she does not occupy (i.e. rental property, elderly relative's dwelling). Under this interpretation, one would have to hire a licensed electrician to not only obtain a permit but also perform "minor" tasks (i.e. install or alter any permanent wiring or electrical device, run additional wiring, put in an electrical outlet or light fixture, install a receptacle for a garage-door opener, or convert from fuse box to circuit breakers, install or alter low-voltage systems such as security alarms or stereo or computer systems) , which is asinine.

I applaud the Commissioners' effort to thwart the unfortunate practice of homeowners that obtained their own permit and then hire unlicensed and/or uninsured contractors thus giving no recourse to the homeowner should things go awry. Regarding Mr. Duncan's comments on the loophole, where homeowners have obtained their own permit but hired unlicensed/uninsured contractors resulting in possible serious Code and safety violations - why are such egregious violations not being caught by the electrical inspector(s), especially since there are multiple inspections that must occur throughout the process? Is that not their duty and responsibility? Why did the Commissioners not pass a Bill that would prohibit Worcester County residents from hiring unlicensed and/or uninsured contractors instead of punishing law abiding citizens?

What will the Commissioners legislate next:

- All Worcester County residents must hire a certified automotive technician to perform work on their own vehicle?
- All Worcester County residents must hire a structural engineering firm in order to build their a personal deer-hunting stand?
- All Worcester County residents must hire licensed and insured landscapers to perform all landscaping duties at an owner's property?
- All Worcester County residents must hire a licensed and insured dog-walker to perform all dog-walking responsibilities?

I respect the intentions of Mr. Tudor, Mr. Patchett, and Mr. Duncan but at what point do the Commissioners make Worcester County residents accountable for their own actions? Why will the Commissioners not force the County to follow up on old electrical permit applicants that never had their electrical work inspected? That would be too thorough and too much to ask of a permitting office, I suppose. Now the majority of Worcester County now has to suffer due to the gross negligence of the minority. I urge the Commissioners to call on the Board of Electrical Examiners and reopen the floor to discussion on Bill 17-5. The law needs amendments, clarification and guidance, at a minimum.

Theoretically, if a homeowner obtained his/her own permit and completed "minor" work as specified in the law - he/she could do an improper job and not have it caught by an inspector. Even "minor" electrical work done incorrectly can lead to an electrical fire. Said electrical fire could even occur after the homeowner sells the property. I also urge the Commissioners to explain why Worcester County is the only county on Delmarva that has such a law? Such a law does not exist in the surrounding counties Wicomico, Somerset, Dorchester, etc.

With this law, Worcester County will force more people into the shadows of doing electrical work rather than making electrical work safer in the county. Law abiding citizens and people who wish to perform "minor work" outside of the scope of BR2-202 or perform minor electrical work within the scope but for a relative will now do so behind the back of Worcester County.

From a outside perspective, this bill only appears to serve the electrical contractors and the electrical board, who proposed the bill to the County Commissioners. Did any Commissioner consider that allowing the electrical contractors and the electrical board to propose such a bill was a proverbial fox-in-the-henhouse situation? Of course the electrical contractors and electrical board would propose such a law, because it drives more business to them! This appears as only self-serving to the electrical board and blatant tampering with the free market. I am more than willing to come speak with each one of you personally if more detailed dialogue is warranted.

BR 2-207

(f) Exceptions. The licensing provisions of this Subtitle shall not apply to:

(2) Any person doing work in a single-family dwelling used exclusively for living purposes, provided that the person is the bona fide owner and *full-time* occupant of such dwelling and said person purchases all material and personally performs all labor in connection therewith and provided that all work must be done in accordance with the code adopted herein and subject to inspection.

BR 2-219

(c) Inspection Required. All work shall be inspected by a duly designated county inspector or inspection agency. No qualified county inspector shall approve a final cut-in card to any light or power company until all electrical work reasonably contemplated or required on any construction or electrical job or project has had a permit issued for its completion and construction or installation commenced. *The permitting office shall follow-up on permits obtained by homeowners to determine if inspection(s) have occurred. If inspection(s) have not occurred in a reasonable timeframe and/or work has continued without the appropriate inspection(s), then all efforts will be made by the homeowner to schedule the proper inspection(s) or be subject to fines and/or revocation of permit.*

As Proposed by Mr. Pilchard
~~Strike and~~ REPLACE version

BY:
INTRODUCED:

A BILL ENTITLED

DRAFT

AN ACT Concerning

Electrical Standards - Licensing Requirements for Homeowners

For the purpose of amending the Building Regulations Article to modify the exception to electrical licensing requirements that allows a person who is the owner and occupant of a single-family dwelling to perform electrical work on their home.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Section § BR 2-207(f)(2) of the Building Regulations Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (2) Any person doing ~~minor electrical work as defined herein~~ in a single-family dwelling used exclusively for living purposes, provided that the person is the bona fide owner and FULL-TIME occupant of such dwelling and said person purchases all material and personally performs all labor in connection therewith and provided that all work must be done in accordance with the code adopted herein and subject to inspection. However, if an electrical permit is required by the electrical code for the proposed work, an electrical permit must be obtained by a licensed electrician and the work completed by a licensed electrician.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND that Section § BR 2-219(c) of the Building Regulations Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (c) Inspection required. All work shall be inspected by a duly designated county inspector or inspection agency. No qualified county inspector shall approve a final cut-in card to any light or power company until all electrical work reasonably contemplated or required on any construction or electrical job or project has had a permit issued for its completion and construction or installation commenced. THE DEPARTMENT OF LICENSES AND PERMITS SHALL FOLLOW-UP ON PERMITS OBTAINED BY HOMEOWNERS TO DETERMINE IF INSPECTION(S) HAVE OCCURRED. IF INSPECTION(S) HAVE NOT OCCURRED IN A REASONABLE TIME FRAME AND/OR WORK HAS CONTINUED WITHOUT THE APPROPRIATE INSPECTION(S), THEN ALL EFFORTS WILL BE MADE BY THE HOMEOWNER TO SCHEDULE THE PROPER

INSPECTION(S) OR BE SUBJECT TO FINES AND/OR REVOCATION OF PERMIT.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2020.

DRAFT

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

SUBTITLE II
Electrical Standards

Current Code

§ BR 2-201. Adoption of electrical code.

- (a) Adoption by resolution. The County Commissioners shall, by resolution, after a public hearing upon at least fifteen days notice, adopt or amend an electrical code for the purpose of establishing rules and regulations for the installation, renewal, extension and reception of electrical wiring and electrical apparatus in existing buildings, structures or outdoor electrical displays or signs or in the construction, reconstruction, alteration or repair of buildings, structures or outdoor electrical displays or signs. The 1975 National Electrical Code as recommended by the National Fire Protection Association shall be in effect until amended or changed pursuant hereto.
- (b) Adopted code shall govern. When the terms of the electrical code so adopted are inconsistent with the terms hereof, the terms hereof shall be governing.
- (c) Work to conform to code. The code shall govern all electrical work regardless of whether or not such work is required to be done by licensed personnel or inspection hereunder.

§ BR 2-202. Definitions.

As used in this Subtitle, the following terms shall have the meanings indicated:

BOARD — The Worcester County Board of Electrical Examiners.

CUT-IN CARD — The written authorization from the electrical inspector or authorized inspection agency to the power company in order to connect power to an electrical system.

→ DEPARTMENT OF LICENSES AND PERMITS — The Worcester County Department of Licenses and Permits or such other county department as the County Commissioners designate by resolution.

ELECTRICAL WIRING SYSTEMS — Includes all electrical apparatus, electrical wiring, electrical fixtures and electrical supplies used as a part of any installation for the transmission or utilization of electrical energy. This shall include all equipment necessary to operate the physical plant and ventilating, heating, air-conditioning, refrigeration and water-heating systems, provided that said term shall not include portable lamps, electrical appliances and special manufacturing equipment separable from permanently fixed plug-in receptacles.

ELECTRICAL WORK — Any work performed on electrical wiring systems, including low-voltage wiring systems, such as but not limited to lighting, controls, communications, burglar and fire alarms. [Amended 5-19-2015 by Bill No. 15-2]

ELECTRICIAN GENERAL — A person authorized hereby by license to engage in electrical work on single phase electrical services and circuits of two hundred forty volts or less in non-hazardous locations in residential, commercial and agricultural structures and having a sufficient knowledge of such type or types as determined by the Board. [Amended 5-19-2015 by Bill No. 15-2]

ELECTRICIAN LIMITED — A person authorized hereby by license to engage in electrical work of the following types and having a sufficient knowledge of such type or types as determined by the Board: (1) electrically operated heating or air-conditioning equipment; (2) electrically operated refrigeration equipment; (3) electrically operated display signs; (4) electrically operated home appliances; (5) electrically operated fire alarm or detection systems; (6) other electrical apparatuses of a similar nature as the Board may determine by written regulation. An "electrician limited" may not work on multiphase electrical wiring systems or appliances unless he is specifically licensed therefor by the Board.

ELECTRICIAN'S ASSISTANT — A person licensed by the Department of Licenses and Permits as an electrician's assistant pursuant to the terms hereof and authorized to perform electrical work as herein contemplated.

LICENSE CLERK — The Clerk of the Department of Licenses and Permits or such other person as the County Commissioners designate by resolution.

MAINTENANCE OR REPAIR — Electrical work not including new installation (except by replacement of existing installations with the same as those replaced) and without additional installations or fixtures, an increase in electrical power consumption, change of phase, increase in service capacity or change in electrical characteristics.

MASTER ELECTRICIAN — A person authorized hereby by license to engage in or hold himself out to the public as engaged in the business of installing, erecting and repairing or contracting to install, erect or repair electric wire or conductors to be used for the transmission of electric current for electric light, heat or power purposes, mouldings, ducts, raceways or conduits for the reception of such wires or conductors or to electrical machinery, apparatus, devices or fixtures to be used for electric light, heat or power purposes, elevators or escalators, including multiphase electrical work, or planning, laying out and supervising such electrical work. A "master electrician" is also authorized to perform any work which an electrician general or electrician limited may perform.

MINOR ELECTRICAL INSTALLATION — An electrical installation which is single phase, of twenty amperes/one hundred twenty volts AC or less and installed in an existing structure, the installation of decorative outdoor lighting operating at a nominal 48 volts DC or less and associated cabling and luminaries or electrical wiring systems operating at a nominal 48 volts DC or less such as but not limited to controls, communications, burglar alarms, audio, video and information technology systems when installed in one- and two-family dwelling units.

[Amended 5-19-2015 by Bill No. 15-2]

NON-HAZARDOUS LOCATION — Any location not determined to be a hazardous (Classified) location pursuant to Article 500 of the National Electrical Code, as from time to time amended, duly adopted pursuant to § BR 2-201(a) hereof. **[Added 5-19-2015 by Bill No. 15-2]**

PERSON — Corporations, companies and partnerships, as well as individuals.

SHELVING — The temporary placing of a license with the Board in an inactive status.

WORKING UNDER SUPERVISION — Under the direction of and subject to the inspection of the supervising party (be the party a master electrician, electrician general or electrician

§ BR 2-207. Licensing requirements; exceptions. ¹

- (a) License required. No person shall hold himself out to the public as being a qualified master electrician or electrician (general or limited), as defined herein, or use such terms in connection with his name or otherwise assume, use or advertise any title or description tending to convey the impression that he is a master electrician or electrician (general or limited) unless such person has been duly licensed under the provisions of this Subtitle, and no person shall perform work upon or contract for work upon electrical wiring systems unless duly licensed under the terms of this Subtitle.
- (b) Electrician limited. In order to perform electrical work as defined herein for an electrician limited, a person must be so licensed as an electrician limited (with the proper endorsement on said license to allow the work in such limited fields) or be licensed as an electrician general or master electrician.
- (c) Electrician general. In order to perform electrical work as defined herein for an electrician general, a person must be duly licensed hereunder as an electrician general or master electrician.
- (d) Master electrician. In order to perform electrical work as defined herein for a master electrician, a person must be duly licensed hereunder as a master electrician.
- (e) Display of license. Any master electrician or electrician general duly licensed hereunder shall publicly display the wording "licensed master electrician" or "licensed electrician general," as appropriate, together with his license number on the exterior of all motor vehicles used in connection with the license holder's business.
- (f) Exceptions. The licensing provisions of this Subtitle shall not apply to:
- (1) Any electric light or power company, electric railway company, steam railway company, diesel railway company or telegraph, telephone or cable television company nor to any person performing the electrical work of any such company, when such work is part of the plan or service of the company in rendering its authorized service to the public.
 - (2) Any person doing minor electrical work as defined herein in a single-family dwelling used exclusively for living purposes, provided that the person is the bona fide owner and occupant of such dwelling and said person purchases all material and personally performs all labor in connection therewith and provided that all work must be done in accordance with the code adopted herein and subject to inspection. However, if an electrical permit is required by the electrical code for the proposed work, an electrical permit must be obtained by a licensed electrician and the work completed by a licensed electrician. [Amended 6-20-2017 by Bill No. 17-5]
 - (3) Repair or maintenance within a commercial or industrial (nonresident) plant, facility or factory of equipment, electrical systems or machinery by regularly

1. Editor's Note: Former § BR 2-207, Seal, was repealed 10-19-1993 by Bill No. 93-22.

employed trained employees of the owners or operator of such plant, facility or factory.

- (g) Electrician's assistants. Electrician's assistants may work under the supervision of duly licensed master electricians, electricians general or electricians limited, provided that work done by electrician's assistants under such supervision shall be limited to the work that might be done under the term of this Subtitle by the supervising master electrician, electrician general or electrician limited and further provided that such supervising master electrician, electrician general or electrician limited shall in all ways be responsible for the work done by an electrician's assistant while under his supervision and further provided that no master electrician, electrician general or electrician limited may supervise more than fifteen men at one time without special written approval by the Board and further provided that such electrician's assistant must be duly licensed pursuant hereto and registered with the Board as working under the supervision of the master electrician, electrician general or electrician limited who is supervising such electrician's assistant at all times. Licensed electricians of any class may shelve their licenses and work as assistants under a supervising master, general or limited. Any person holding a license as master, general or limited shall be bonded as herein prescribed (unless his license is shelved) and shall be responsible for all work he performs or supervises. Licensed electricians with shelved licenses working as assistants shall be responsible as assistant. The Board may prescribe forms for and methods of registration for assistants.
- (h) Electrical work done by a corporation. Every firm, company or corporation performing work on electrical wiring systems in Worcester County shall have at least one duly licensed natural person holding a license of the proper class designated as licensee for the firm, company or corporation. Every licensee for a firm, company or corporation must be regularly engaged in supervising all the electrical work done by the firm, company or corporation and shall be responsible for all electrical work so supervised by him. No license may be assigned to more than one firm, company or corporation. Assignments of licenses as contemplated hereby shall be done upon written request to the Board and only strictly in accordance herewith. All permits issued to a firm, company or corporation shall be issued in the name of the individual licensee.

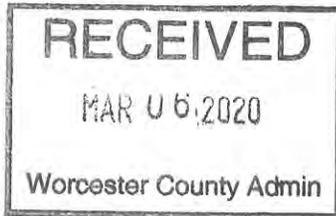
§ BR 2-208. General requirements for licensing.

- (a) Master electrician. In order to be licensed as a master electrician, a person must pass the test given by the County Board of Electrical Examiners for a master electrician's license. To be eligible to take the master electrician's test, a person must, either for at least seven years next preceding the taking of such test or for at least four years out of the six years next preceding the taking of such test, have actively engaged in those fields of work outlined for a master electrician under § BR 2-202 of this Subtitle under the supervision of a duly licensed master electrician, who may be a licensed master electrician of another jurisdiction recognized in the county. Training in technical school or college may be substituted for not more than three years of the requirement. A master electrician must be at least eighteen years of age. The determination of eligibility to take the master electrician's test and the determination of passage or failure of such test shall be the province of the County Board of Electrical Examiners. Anyone holding a Maryland State

amended, by the Towns of Snow Hill and Berlin carry over as an adoption hereof unless such adoption is duly repudiated according to the terms hereof to the end that unless so repudiated or unadopted, the provisions of this Subtitle shall be applicable within the corporate limits of Snow Hill and Berlin.

§ BR 2-219. Permits and inspections.

- (a) Permit required. No person shall install any new or used electrical wires, conduits, machinery, apparatus or any kind of electrical equipment, fixtures, appliances or devices or perform work on electrical systems (except as hereinafter provided) without obtaining a permit and having such work or installation inspected as herein provided or without complying with § BR 2-207 herein, as from time to time amended. [Amended 6-20-2017 by Bill No. 17-5]
- (b) Issuance. A permit for any such work shall be obtained from the Worcester County Department of Licenses and Permits before commencing such work. A fee may be charged for such permit. In the case of a bona fide emergency where eminent danger to life and property is present, work may be commenced; provided, however, that a permit must be obtained within seven hours of the next time the License Department is open for business.
- (c) Inspection required. All work shall be inspected by a duly designated county inspector or inspection agency. No qualified county inspector shall approve a final cut-in card to any light or power company until all electrical work reasonably contemplated or required on any construction or electrical job or project has had a permit issued for its completion and construction or installation commenced.
- (d) Contract with private inspection agencies. The Board may designate and contract with private inspection agencies to perform any inspections. Fees charged by such agencies shall be the liability of the person requesting inspection.
- (e) Cut-in card required for connection. No light or power company, whether public or private, shall connect any current, light or power to any property without first obtaining a permanent or temporary cut-in card from the county inspector or inspection agency except in case of an emergency when service may be restored by a licensed electrician prior to obtaining such cut-in card. No permanent or temporary cut-in cards shall be issued unless said cut-in cards are requested by a licensed electrician, except for work being done or which has been done by persons who are not required to be licensed under the provisions of this Subtitle.
- (f) Permit exception. A minor electrical installation shall not require an inspection or a permit.
- (g) Inspection exception. Insertion in electrical circuits of devices or appliances which are properly designed for such insertion or with the replacement of existing sockets, fixtures, controls, motors or fuses with like material where no additional wiring is involved shall not be subject to inspection.



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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *EAT*
DATE: March 6, 2020
RE: Planning Commission Recommendation - Text Amendment Application -
Special Events in the RP Resource Protection District

The Department has received and processed a text amendment application submitted by Mark S. Cropper seeking to amend the Resource Protection District regulations to allow special events to be held on a farm by Special Exception. Specifically, the proposal seeks to renumber existing subsection § ZS 1-215(c)(15) as § ZS 1-215(c)(16) and add a new subsection § ZS 1-215(c)(15). The language of the proposed new subsection mirrors that which is found in the A-1, A-2 and E-1 Districts.

The proposed text amendment was reviewed by the Planning Commission at its meeting on March 5, 2020. Following their discussion, the Planning Commission gave a favorable recommendation to the amendment in a split vote of four to three. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

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



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Edward A. Tudor, Director
FROM: Phyllis H. Wimbrow, Deputy Director *Phyllis*
DATE: March 5, 2020
RE: Planning Commission Recommendation - Text Amendment Application -
§ ZS 1-215(c) - Special Events in the RP Resource Protection District

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Mark S. Cropper which seeks to amend the Zoning and Subdivision Control Article to allow special events in the RP Resource Protection District by special exception. Specifically, the text amendment as submitted by Mr. Cropper seeks to renumber existing § ZS 1-215(c)(15) as § ZS 1-215(c)(16) and to enact a new § ZS 1-215(c)(15) to read as follows:

- (15) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of Section ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.

Please note that in conjunction with the submission of the application seeking amendment to the Zoning Code, Mr. Cropper also submitted an application to the Environmental Programs Department seeking to amend the Atlantic Coastal Bays Critical Area regulations. That application was not subject to Planning Commission review.

In their report to the Planning Commission the staff expressed concern that the proposed use does not conform to the purpose and intent statement of the RP Resource Protection District regulations, which reads as follows:

“Purpose and intent. This district is intended to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.”

One of the staff’s concerns with this particular amendment is the effect such uses can have on the land and surrounding landscape in a zoning district that has been designed to protect the environment. There are currently 87,464 acres of land zoned RP, those lands having been determined to meet the criteria set aside for that district during the 2009 comprehensive rezoning. Because of the environmental sensitivity of the lands which are zoned RP, the staff recommended that if looked upon favorably by the Planning Commission or County Commissioners, the proposed zoning amendment should include standards relative to the minimization of environmental impacts, thus giving the Board of Zoning Appeals a more defined standard upon which to evaluate each property in this particular zoning district on a case by case basis. Finally, the staff reiterated the concern which they have expressed with past text amendment applications that it may not necessarily be a single incompatible text amendment that is a problem but the slow, ever creeping erosion of the Code over time from multiple incompatible amendments such as this that cumulatively corrupt the Code.

The Planning Commission reviewed the proposed text amendment at its meeting on March 5, 2020. The Planning Commission concluded that the desire for event venues is somewhat of a passing fad and that therefore, in conjunction with the large amount of land in the A-1 Agricultural, A-2 Agricultural and E-1 Estate Districts which already allow these venues, the impact of the proposed amendment will be minimal. Following the discussion the Planning Commission gave a favorable recommendation to the text amendment application as submitted by the applicant by a vote of four to three.

A copy of the staff report includes the application and is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have any questions or require additional information, please do not hesitate to contact me.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 20-

BY:
INTRODUCED:

A BILL ENTITLED

DRAFT

AN ACT Concerning

Zoning - Special Events in the RP Resource Protection District

For the purpose of amending the Zoning and Subdivision Control Article to allow the commercial hosting of non-agricultural functions and events in the RP Resource Protection District by special exception.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § ZS 1-215(c)(15) be renumbered as § ZS 1-215(c)(16) and a new § ZS 1-215(c)(15) be enacted to read as follows:

- (15) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of Section ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2020.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Worcester County Planning Commission
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*
DATE: February 25, 2020
RE: Text Amendment Application - § ZS 1-215(c) - Special Events
in the RP Resource Protection District

The attached text amendment application has been submitted by Mark S. Cropper and seeks to amend the Zoning and Subdivision Control Article to allow special events in the RP Resource Protection District by special exception. Specifically, the text amendment as submitted by Mr. Cropper seeks to renumber existing § ZS 1-215(c)(15) as § ZS 1-215(c)(16) and to enact a new § ZS 1-215(c)(15) to read as follows:

- (15) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of Section ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.

Please note that in conjunction with the submission of the application seeking amendment to the Zoning Code, Mr. Cropper also submitted an application to the Environmental Programs Department seeking to amend the Atlantic Coastal Bays Critical Area regulations. I have attached that application solely for your reference, as no action by the Planning Commission is required for that application.

For your reference, the purpose and intent statement for the RP Resource Protection District as contained in the Zoning and Subdivision Control Article reads as follows:

“Purpose and intent. This district is intended to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.”

Following our customary practice, once I received the text amendment application I forwarded it to Ed Tudor, Director, Jennifer Keener, Zoning Administrator, and Roscoe Leslie, County Attorney and Planning Commission Attorney, for their review and comment. Mrs. Keener states in her written comments (attached) that, just as in the Agricultural and Estate Districts, the proposed non-agricultural events would either need to be open air, within a tent, or occur within an agricultural structure that has been constructed to the applicable building, fire, health and environmental regulations as though it were a commercial facility. She notes that this aspect of the proposed amendment would protect the *public* attending the function. She follows by stating that her concern with this particular amendment is the effect such uses can have on the land and surrounding landscape in a zoning district that has been designed to protect the environment. Mrs. Keener cites the purpose and intent statement of the RP Resource Protection District and emphasizes the statement that this district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas. She notes that the RP Resource Protection District zoning designation was given to lands typically located along the headwaters of or along the shores of streams, creeks, rivers or bays as well as lands that may consist of existing forest and forested areas with a significant amount of wetlands. She points out that structures such as single-family dwellings and agricultural pole barns are special exception requests in the RP Resource Protection District. Mrs. Keener states that she finds that the commercial nature of the proposed non-agricultural use is not consistent with the overall purpose and goals of the zoning district. She expresses concern that such uses will have a bearing on the potentially sensitive environmental features of a property, noting that land could be cleared or wetlands filled in order to accommodate a building that would have scenic views for events where such structures would not otherwise be located. Additionally, parking areas and travelways will need to be defined and are typically close to the event site. Mrs. Keener states that she feels the proposed zoning amendment, if looked upon favorably by the Planning Commission or County Commissioners, should include standards relative to the minimization of environmental impacts,

thus giving the Board of Zoning Appeals a more defined standard upon which to evaluate each property in this particular zoning district on a case by case basis.

In his comments (attached) Mr. Tudor notes that there are currently 87,464 acres of land zoned RP, those lands having been determined to meet the criteria set aside for that district during the 2009 comprehensive rezoning, and asserts that the effects of the proposed text amendment therefore reach well beyond a single property. He states that one only needs to look at the purpose and intent statement for the RP Resource Protection District regulations to get a good feel for the sensitive nature of the lands under discussion in this text amendment application. He states that while the uses described in the text amendment application may be appropriate for the Agriculture and Estate Districts, he does not believe the same holds true for the RP District, as the effects of these uses can be far ranging. He notes that the very nature of the use can require extensive parking and other land disturbance. Mr. Tudor states that he expects that the argument will be that the special event use is proposed as a special exception and therefore the Board of Zoning Appeals will be able to look at each case on an individual basis and determine the appropriateness of the request. He comments that, unfortunately, this seems to have become the standard argument for all text amendments proposing uses that are often incompatible with the purpose and intent of the district in the first place. He asserts that the problem with that argument is that, beyond the fact that it is not in keeping with good zoning practices, all too often the Board of Zoning Appeals seems to feel obligated to approve a request if there are no opponents at a hearing. Mr. Tudor finishes by stating that, as he has said many times before, it may not necessarily be a single incompatible text amendment that is a problem but the slow, ever creeping erosion of the Code over time from multiple incompatible amendments such as this that cumulatively corrupt the Code.

I share the concerns expressed by Mrs. Keener and Mr. Tudor about the highly questionable compatibility of the commercial hosting of special events with the RP Resource Protection District and its very purpose and intent. This zoning classification is meant to protect our County's most fragile and, it can be argued, most valuable lands. These lands are zoned in this manner because they meet certain criteria, be it tidal and nontidal wetlands, riparian features, forested tracts, sensitive species, etc.. Therefore, the RP Resource Protection District is "place dependent." The features it is intended for cannot be moved and therefore the zoning designation cannot just be relocated to a different property. The features that the RP Resource Protection District covers are a very big part of what makes Worcester County special. The RP Resource Protection District is the safeguard for those features. I agree with Mrs. Keener and Mr. Tudor that the proposed text amendment is incompatible with the RP District. I believe that to weaken those regulations as proposed by the application is inappropriate. Finally, I wholeheartedly share Mr. Tudor's concerns regarding the erosion of the Zoning Code.

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

cc: Edward A. Tudor
Jennifer Keener
Roscoe Leslie



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Phyllis H. Wimbrow, Deputy Director
FROM: Edward A. Tudor, Director *EAT*
DATE: February 25, 2020
RE: Text Amendment Application -Special Events in
the RP Resource Protection District

Pursuant to your request, I have reviewed the text amendment application submitted by Mark S. Cropper seeking to amend the RP District regulations to allow special events in the District by special exception. The proposed amendment language mirrors that found in the Agricultural and Estate Districts. While this text amendment was initiated to address a particular piece of waterfront property, the comments contained herein are not addressing the subject property but rather all of the properties in the County that are zoned RP Resource Protection District.

When we were working on the comprehensive rezoning in 2009, one of the criteria we focused on in determining those properties recommended to be zoned RP was identifying large tracts of forested lands, particularly when they contained other sensitive features. Other areas that met the test of the District's purpose and intent were included as well, including wetlands and sensitive waterfront areas. Currently, there are 87,464 acres of land that met the various criteria and are zoned RP. The effects of the proposed text amendment therefore reach well beyond a single property. One only needs to look at the purpose and intent statement for the RP Resource Protection District regulations to get a good feel for the sensitive nature of the lands under discussion in this text amendment application. The subsection reads as follows:

"Purpose and intent. This district is intended to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. This district serves to maintain the environmental functionality of the landscape by avoiding

or minimizing disturbance of sensitive areas which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.”

While the uses described in the text amendment application may be appropriate for the Agriculture and Estate Districts, I do not believe the same holds true for the RP District. The effects of these uses can be far ranging. The very nature of the use can require extensive parking and other land disturbance. I am sure the argument will be that it is proposed as a special exception and therefore the Board of Zoning Appeals will be able to look at each case on an individual basis and determine the appropriateness of the request. Unfortunately, that seems to have become the standard argument for all text amendments proposing uses that are often incompatible with the purpose and intent of the district in the first place. If that argument is deemed valid, why not just make virtually all uses other than those absolutely compatible with the purpose and intent of a district a special exception and let the Board of Zoning Appeals decide? As I see it, the problem with that argument is that, beyond the fact that it is not in keeping with good zoning practices, all too often the Board of Zoning Appeals seems to feel obligated to approve a request if there are no opponents at a hearing. As I have said many times before, it may not necessarily be a single incompatible text amendment that is a problem but the slow, ever creeping erosion of the Code over time from multiple incompatible amendments such as this that cumulatively corrupt the Code.

As always, I will be available to discuss the matter in greater depth if need be when it is reviewed by the Planning Commission.



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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Phyllis Wimbrow, Deputy Director
From: Jennifer Keener, AICP, Zoning Administrator *JKK*
Date: February 5, 2020
Re: Text Amendment Application – Non-Agricultural Events in the RP Resource Protection Districts

This memorandum is in response to your request for comments on the text amendment submitted by Mr. Mark Cropper on behalf of his client. The language proposed for this amendment mirrors that which was developed by Mr. Cropper and staff several years ago and which is current law in the A-1 and A-2 Agricultural Districts and the E-1 Estate District. As is the case in those districts, non-agricultural events, such as weddings, birthday and corporate parties on agricultural lands would either need to be open air, within a tent, or occur within an agricultural structure that was constructed to the applicable building, fire, health and environmental regulations as though it were a commercial facility. This aspect of the bill would protect the *public* attending the function. However, with respect to this particular amendment in the RP Resource Protection District, my concern is the effect that such uses can have on the land and surrounding landscape in a zoning district that has been designed to protect the environment.

The purpose and intent statement of the RP Resource Protection District is as follows (emphasis added):

“This district is intended to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. **This district serves to maintain the environmental functionality of the landscape by avoiding or minimizing disturbance of sensitive areas** which generally include tidal and nontidal wetlands, state-owned natural areas, selected riparian corridors, conservation areas, and muck and alluvial soils. Development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site.”

This zoning designation has been given to lands typically located along the headwaters of or along the shores of streams, creeks, rivers or bays; lands that may consist of existing forest and forested areas with a significant amount of wetlands. Structures such as a single-family dwelling and agricultural pole barns are special exception requests in the Resource Protection District. I find that the commercial nature of this proposed non-agricultural use is **not** consistent with the overall purpose and goals of this zoning district.

I am concerned that the side effects of such a use will have a bearing on the potentially sensitive environmental features of a property. There is the distinct possibility that land could be cleared or wetlands could be filled, in order to accommodate a building that would have scenic views for events where such structures would not otherwise be located. In addition, parking areas and associated travelways will need to be defined, and are typically situated close to the event site.

While certain aspects of these concerns have been addressed in a corresponding text amendment application relative to the Critical Area Law for lands within the Resource Conservation Area (RCA), not all of the RP-District lands are also located within the RCA designation. In my opinion, if the Planning Commission and/or County Commissioners find that this use is consistent, I believe that the proposed zoning amendment should include standards relative to the minimization of environmental impacts. Therefore, the Board of Zoning Appeals would have a more defined standard in which to evaluate each property in this particular zoning district on a case-by-case basis under the zoning authority granted to the board in §ZS 1-116(c).



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Edward A. Tudor, Director
Jennifer K. Keener, Zoning Administrator
Maureen Howarth, County Attorney

FROM: Phyllis H. Wimbrow, Deputy Director *PHW*

DATE: January 14, 2020

RE: Text Amendment Application - Special Events in
the RP Resource Protection District

The attached text amendment application has been submitted by Mark Spencer Cropper and seeks to amend the Zoning and Subdivision Control Article to special events in the RP Resource Protection District by special exception. Specifically, the text amendment as submitted by Mr. Cropper seeks to renumber existing § ZS 1-215(c)(15) as § ZS 1-215(c)(16) and to enact a new § ZS 1-215(c)(15) to read as follows:

- (15) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of Section ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.

Please note that in conjunction with the submission of the application seeking amendment to the Zoning Code, Mr. Cropper also submitted an application to the Environmental Programs Department seeking to amend the Atlantic Coastal Bays Critical Area regulations. I have attached that application solely for your reference and am not seeking your comment on it.

I anticipate scheduling this text amendment for consideration by the Planning Commission at

a meeting in the near future. So that I may incorporate them into the staff report, please submit your comments to me at your earliest convenience.

Should you have any questions or require additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

attachment



**Worcester County Commissioners
 Worcester County Government Center
 Once West Market Street, Room 1103
 Snow Hill, MD 21863**

**PETITION FOR AMENDMENT TO OFFICIAL TEXT
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 1/8/2020

Date Reviewed by Planning Commission: _____

I. Application – Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below.

- A. Resident of Worcester County X
- B. Taxpayer of Worcester County X
- C. Governmental Agency _____
 (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article.

- A. Section Number: ZS 1-215(c)(15) and renumber existing (15) to (16)
- B. Page Number: ZS 1:11:86
- C. Proposed revised text, addition or deletion:
 See attached Exhibit "A".

III. Reasons for Requesting Text Change.

- A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:
At present, this use is permitted on properties zoned Agricultural and Estate District. There are many properties in Worcester County that are zoned partly Agricultural or Estate and also Resource Protection. The portions zoned Resource Protection tend to be closest to the water and most desirable for such activities. Contemporaneous with the filing of this text amendment is a related and compatible text amendment to the Natural Resources section of the Worcester

County Code that allows such uses provided additional protections are implemented.

IV. Signature of Applicants

Signature: _____

Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: _____

V. Signature of Attorney

Signature:

Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: _____

VI. General Information Relating to the Text Change Process.

A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

B. Procedure for Text Amendments – Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed

amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. IN the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

Exhibit "A"

ATTACHMENT TO PETITION FOR AMENDMENT OF OFFICIAL TEXT

On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.

Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: _____

V. Signature of Attorney

Signature:

Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: _____

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Exhibit "A"

ATTACHMENT TO PETITION FOR AMENDMENT OF OFFICIAL TEXT

LAND AND WATER RESOURCES ARTICLE, SUBTITLE I, ATLANTIC COASTAL BAYS CRITICAL AREA, SECTION NR 3-102 shall include a definition of "Special Events" as "Personal or business social engagements or other activities conducted on a farm where guests assemble for parties, wedding events, birthday or anniversary celebrations, children's parties, corporate and employee appreciation parties, or other similar events for compensation, during which food and beverages may be served to guests and music or other entertainment is allowed.

LAND AND WATER RESOURCES ARTICLE, SUBTITLE I, ATLANTIC COASTAL BAYS CRITICAL AREA, SECTION NR 3-108(D)(10), add the following as Section NR 3-108(d)(10),

- (10) Special events shall be permitted in the RCA in the Estate, Agricultural and Resource Protection zoning classifications, subject to the following additional standards:
- a) All lot coverage pertaining to the special events activities, including, but not limited to, temporary structures, temporary tents and otherwise must occur outside the buffer unless the lot coverage existed at the time of special exception application and the provisions of Section NR 3-107(c)(8)(A-D) shall still apply.
 - b) A scaled drawing of the site showing the location of the proposed structures and demonstrating the site requirements in Section ZS 1-203(c)(21) for special events, including any temporary structures, temporary tents and temporary parking spaces must be submitted with the special exception application. The scaled drawing must demonstrate how the special event use will minimize impacts to natural resources and protects the defined land uses in the RCA found in this chapter and must also depict the requirements listed under Section NR 3-109(d)(1).

- c) Provisions pertaining to lot coverage and clearing limits in the RCA contained in this chapter apply to special event activities. Special event activities shall be in close proximity to existing structures and facilities on the property to minimize adverse impacts to natural resources and are accessory to the principal use of the property.
- d) This use is limited to only properties that are 25 acres or greater in size and the special events shall be allowed only from April 1 – October 31 of the year, but there shall be no limit on the number of special events that are allowed during this time period.



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HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 10, 2020

Worcester County Commissioners
One West Market Street
County Government Center - Room 1103
Snow Hill, MD 21863

RE: **Requested** FY2021 Enterprise Fund Operating Budgets

Commissioners:

In accordance with the County Government Article of the Code of Public Local Laws of Worcester County MD, the Worcester County Enterprise Fund Operating Budget Requests for Fiscal Year 2021 will be included in your Budget Work Session packages for your review and discussion on March 31, 2020.

Enterprise Funds

Enterprise Funds are used to account for functions of the County in which user charges are collected to cover the cost of the service being provided. The County uses enterprise funds to account for its water and wastewater, solid waste, and liquor control operations.

Water and Wastewater Enterprise Fund

The proposed budget contains rate adjustments for Assateague Pointe, Briddletown, Edgewater Acres, Landings, Mystic Harbor, Newark, Ocean Pines, Riddle Farm, and River Run. These adjustments are necessary in order to provide a revenue stream sufficient to support the water and wastewater operations.

See Budget
Book

Solid Waste Enterprise Fund

The proposed budget contains rate adjustments for the refuse tipping fee and house trailers. These adjustments will provide additional revenue to support the solid waste operations.

The Solid Waste Superintendent provides direct oversight of the solid waste, homeowner convenience centers, and recycling operations. For this reason, we will present the homeowner convenience centers and recycling budgets with the Solid Waste Enterprise Fund. The proposed budgets include adding rates for the second homeowner permit and the disposal of propane tanks.

Liquor Control Enterprise Fund

The Department has submitted a Requested Budget for FY21 while awaiting the results of the pending court case. The requested budget provides for the continued operation of the Pocomoke retail store.

Budget Adoption Schedule

The budget review session with the Enterprise Fund Departments is scheduled for March 31, 2020. This session provides the opportunity for your detailed review of the various budget requests. Additional budget work sessions are scheduled for May 12, and May 19. May 26, 2020 is also scheduled if needed. The Public Hearings on the Requested Enterprise Fund Operating Budgets are scheduled for Tuesday, June 2, 2020 at the Government Center. The FY2021 Enterprise Fund Operating Budget will be adopted on Tuesday, June 16, 2020.

Respectfully Submitted,



Harold L. Higgins
Chief Administrative Officer



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HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 10, 2020

Worcester County Commissioners
One West Market Street
County Government Center - Room 1103
Snow Hill, MD 21863

RE: **Requested** FY2021 Operating Budget

Commissioners:

In accordance with Section 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland, enclosed are the Worcester County Departmental Operating Budget Requests for Fiscal Year 2021.

General Fund revenues based on current tax rates are estimated to be \$209,931,786. Requested general fund operating expenditures total \$221,258,000. This leaves a **shortfall** of \$11,326,214 which must be reconciled, either with reductions in expenditures, additional revenues or a combination of the two. Since the State budget is not finalized, the County could be further burdened by State cuts, continued unfunded mandates and/or the transfer of State responsibilities. Listed below are significant budget variances as compared to the current year:

Anticipated General Fund Revenues

The estimated revenues for FY2021 total \$209,931,786 which is an **increase** of \$8,646,234 or 4% more than the current year.

- **Net Property Tax Revenues** increase by \$4,232,386, primarily as a result of increased assessments and Homeowner Tax Credits. These estimates are based on the current tax rate of \$0.845 per \$100 of the assessed value for the Real property.
- **Income Tax revenue** increased by \$3,500,000 and is estimated at \$30,000,000. This is based on the tax rate of 2.25%, which became effective January 1, 2020 and will be effective for a full fiscal year of distributions to the County and the Municipalities primarily based on the market conditions.
- **Other Local Taxes** increased by \$1,247,000 for the following: \$45,000 in Admission & Amusement Taxes, \$688,000 Recordation Taxes includes revenue for the Treasurer's office to become the administrator of collections rather than the State Clerk's Office beginning in

FY2021, \$500,000 in Transfer tax based on actual trends, \$100,000 Room tax in the unincorporated areas based on the rate increase which became effective in January 2020 and \$10,000 estimated for Room Tax administration. A **decrease** of \$100,000 in Trailer Park Excise Tax for the elimination of the tax due to the new Rental License fee effective January 2020.

- State Shared Revenues increased by \$227,094 with an increase of \$31,762 due to the State estimate for Highway User Revenues and \$195,332 in 911 fees based on the Maryland Department of Public Safety's enacted increase of \$.75 for each 911 accessible service rather than per subscriber bill that became effective July 1, 2019.
- Licenses and Permits increased \$112,200 overall; significant changes include increases of \$145,000 for rental license fees and \$12,500 for household permits for the homeowner convenience centers; **decreases** include \$29,000 for the biannual occupational licenses and \$10,000 for vending machine licenses.
- Charges for Services **decreased** by \$108,711 overall; increases include \$57,100 and \$127,775 for recreation and special event fees respectively for new programs planned by the Recreation Department. **Decreases** include \$200,000 for Jail use ICE housing, \$20,000 for Jail work release, \$45,000 for Roads department fees for outsourced contract road work and \$24,600 for recycling and metal revenue based on market trends.
- Interest on investments **decreased** \$400,000 based on current rates of return.
- Federal grants project an overall increase of \$23,769 due to increased estimates for the Homeland Security Grant revenue.
- State grants increased \$461,678; increases include additional funds of \$226,500 Program Open Space for Parks; \$50,000 Waterway Improvement Funds for boat landings; \$155,852 State Aid for Bridges and \$126,620 Statewide Special Transportation Assistance Program (SSTAP) grant for Senior Transportation by the Commission on Aging. **Decreases** include \$239,000 for State Land and Water Grant in Parks Department only requested in the current year.
- Transfers in:
 - Planned use of Casino/Local Impact Grant Funds **decreased** by \$570,411 as table game revenue is used for the purchase of public safety equipment in the current year to benefit the County.

Major Requested General Fund Expenditures

The **Requested expenditures** for FY2021 total \$221,258,000 which is an increase of \$19,972,448 or 10% more than the current year. Significant budget variances are listed below:

County Departments and Agencies

- Other General Government increased by \$340,422
 - Increased by \$103,207 in the SDAT cost share reimbursement to the State to 60% for the operations of the local State Department of Assessments and Taxation, the current reimbursement is 50%.
 - Increased by \$235,000 in IT equipment due to the replacement of the CAD server for EMS which is in its 7th year of operation and is essential for public safety.
 - Increased by \$15,972 for a new phone system for the State's Attorney building to VOIP (voice over internet protocol) and will save the State's Attorney telephone budget by \$9,000.
- Sheriff's Department increased by \$1,497,756
 - Increased by \$716,950 for the following: \$531,461 in salaries for six new full-time Deputies, converting 4 part-time to full-time and increased hours for School Security and Court Deputies; \$210,089 in overtime and a **decrease** of \$24,600 for grant overtime.
 - Increased by \$174,020 in supplies and materials for new hires which includes law

- enforcement equipment, bullet proof vests, uniforms and replacement uniforms for deputies.
 - Maintenance and Services increased by \$286,150 and includes \$178,087 for vehicle equipment; \$25,000 vehicle maintenance and \$48,600 for installation of equipment.
 - Increased by \$15,500 for education training for professional development
 - Increased by \$305,136 in new vehicles to replace 7 older vehicles and 6 new patrol vehicles for new hires all for a total of \$485,136.
- Emergency Services increased by \$339,547
 - Increased by \$444,544 for the following: \$408,571 in salaries for 8 Communication Call Takers for the Next Gen 911 initiative and 3 Electronic Services positions, \$35,973 in overtime for training requirements for Communications Specialists and staff.
 - **Decreased** by \$88,975 in supplies and materials for the following: \$208,561 **decreased** in radio equipment, \$128,000 increase for replacement AED units.
 - **Decreased** by \$19,950 in maintenance & services for consulting needed in the current year only.
 - Increased by \$4,000 in capital equipment and includes \$34,000 for a replacement vehicle and one-time expenses of \$18,000 for Pulse Point Emergency notification system and \$70,000 for a service monitor subscriber alignment tool.
- Fire Company Grant is included for \$2,520,000 based on the current funding formula.
- Ambulance Grants is included for \$6,088,219 an increase of \$1,831,628 based on increased rates for out of town credit runs and an increase of \$92,200 for the LOSAP appropriation.
- Roads increased by \$619,970
 - Increased by \$500,000 in blacktop overlay for road surfaces
 - Increased by \$94,155 in capital equipment and includes \$135,000 for a tandem axle tractor, \$154,000 front end loader and \$134,275 mobile vehicle lifts all for a total of \$441,155
- Public Works increased by \$210,450
 - Increased by \$97,546 in salaries for a new position
 - Increased by \$65,037 for Engineering Services interfund chargeback which was not budgeted in the current year
 - Increased by \$47,500 and includes a replacement vehicle for the Director of Public Works and new position all for a total of \$54,000.
- Boat Landings increased by \$195,700
 - Increased by \$65,000 for State Program Open Space funds for finger piers at Public Landing boat ramp and bulkhead work at George Island Landing boat ramp
 - Increased by \$130,700 for South Point bulkhead replacement as a County expense for \$175,000 and **decreased** by \$25,000 in consulting needed in the current year budget.
- Recycling increased by \$156,130
 - Increased by 56,424 in salaries due to an allocation from Homeowner Convenience Center staff time for recycling hours
 - Increased by \$87,600 in capital and includes replacement recycling containers and a forklift for a total of \$132,600
- Other Social Services increased \$155,040
- Wor-Wic Community College increased \$85,030
 - Increased by \$85,030, Worcester County local funding allocation is 28.03%
- Recreation increased by \$423,241
 - Increased by \$157,686 in salaries for additional temporary staff to cover increased events and the increase from the current year consolidation of Recreation, Parks, Tourism and Economic Development

- Increase by \$164,000 for increased Recreation Programs
- Increased by \$11,600 for concession stand expenses for Showell Park
- Increased by \$20,870 for Sports Marketing conferences and NRPA staff training
- Increased by \$43,000 for a new vehicle for the Director and \$7,500 for an enclosed cargo trailer
- Increased by \$21,050 for a retractable batting cage for the Recreation center
- Parks increased by \$148,121
 - Increased by \$103,485 for Park improvements from the State Program Open Space funds over the current year
 - Increased by \$11,000 for a new equipment lease for a GPS paint robot
- Tourism increased by \$205,712
 - Increased by \$66,547 for the Tourism State Marketing Grant
 - Increased by \$136,000 for advertising for the newly consolidated departments and \$10,000 to enhance the web pages for a total increase of \$143,940
- Taxes Shared with Towns Increased by \$300,000
 - Increased by \$300,000 for the pass through of the Income Tax distribution to the Towns
- Grants to Towns increased \$1,386,640
 - Increased by \$1,188,640 for Town requests presented to the County Commissioners on March 3 and March 17, 2020
 - Increased by \$198,000 for Ocean Pines Association request for Police aid, tourism, recreational programs and roads and bridges
- Salary, Insurance & Benefits increased \$3,197,149
 - Increased by \$1,323,872 for salaries for County employees and personnel requests which includes a 2.5% step and longevity for those eligible and a 2.0% COLA
 - **Decreased** by \$128,571 based on the estimated renewal rates for health benefits without an increase allocated to each plan type
 - Increased by \$1,500,000 for Other Post-Employment Benefits for a total of \$8,500,000
 - Increased by \$371,256 for the retirement plan based on increased rates and estimated payroll
 - Increased by \$181,535 for social security taxes based on the estimated payroll
 - Increased by \$42,233 for workman's compensation based on estimates
 - Increased by \$12,610 for Property & Liability insurance estimates
 - **Decreased** by \$12,053 for the Maryland State Retirement administration fees
- Debt Service increased by \$720,106
 - Increased due to the 2019 bond for County projects and existing debt
- Interfund Charges increased by \$362,052 for Transfer to Reserve to maintain the current 10% reserve based on fully funding the requested expense budget

Board of Education

- The Board of Education has requested \$98,529,334, including one-time capital funding requests, from the County, an increase of \$6,891,628 over the **current** year adopted budget as shown below. School construction debt is paid by the County on behalf of the Board of Education. It is not reflected in the Board’s budget; however, it is included in the County’s operating budget. The Board’s operating and capital budget request is \$98,529,334 plus debt of \$12,494,881 which totals \$111,024,215 or 52.9% of the County’s total estimated revenue.

	FY2021 Requested Budget	FY2020 Approved Budget	Dollar Variance +/- FY2020
County Appropriation *	\$96,660,234	\$90,728,422	+5,931,812
County Appropriation: Technology + Capital Outlay	300,000	300,000	+0
County Appropriation: Retirement for Non-Teachers	619,100	559,284	+59,816
School Construction Projects	900,000	** 50,000	+850,000
Restricted Programs: FY21 Pocomoke Middle	50,000	** 0	+50,000
Sub-Total County Appropriation	<u>\$98,529,334</u>	<u>\$91,637,706</u>	<u>+6,891,628</u>
State and Other Funding Sources	20,927,438	20,602,519	+324,919
Sub-Total Unrestricted Budget	<u>\$119,456,772</u>	<u>\$112,240,225</u>	<u>+7,216,547</u>
Restricted: Federal and State Programs	12,731,025	12,608,450	+122,575
Total	<u>\$132,187,797</u>	<u>\$124,848,675</u>	<u>+7,339,122</u>

*Fiscal 2020 Maintenance of Effort (MOE) level of \$91,028,422 is affected by the escalator provision:

1. An MOE escalator provision will take effect in FY21 for 2.5%. This provision was enacted as part of Senate Bill 848 of 2012, Section 5-202(d)(ii)2 and became effective FY15. Due to a negative statewide average for FY15 and FY16, the escalator effects FY17-FY21.
2. MOE requires an increase of \$2,963,717 in FY21 for the following: 47 additional students \$687,997 and 2.5% or \$357,0302 for current year enrollment of 6,374 for \$2,275,720.

**FY2020 Construction projects for \$803,055 and restricted project for \$50,000 funded through fund balance.

Board of Education Requested Salary Increase:

The Board of Education submission includes the following salary request:

- The salary package for the Board of Education reflects a payroll increase of \$2,433,840, which includes a step, longevity step for those eligible and salary scale adjustments as negotiated with a 2% COLA for Teachers and 2.5% COLA for Support Staff employees. Also included is \$468,104 for 7.5 new positions above MOE of which 2 positions are for behavior health and 5.5 positions will be included in Showell Elementary School for the next school year with the transfer of the 4th grade students from Berlin Intermediate school.
- The bus contracts account increase over FY20 is \$317,098 and reflects a 2% increase to bus contractor’s hourly, mileage and PVA rates effective July 1, 2020 for \$85,098. Also included is

the request for several contractors to purchase new buses for \$32,000 and an additional \$200,000 to cover increasing transportation costs for families in transition, after-school and Worcester Technical High School enrollment increases.

- Starting Teacher pay would increase 2.0% from \$46,394 to \$47,322.

Budget Adoption Schedule

The first budget review session with selected County Departments and Agencies is scheduled for March 31st and another is scheduled for April 14th. These sessions provide the opportunity for your detailed review of the various budget requests. The Public Hearing on the Requested Operating Budget is scheduled for Tuesday, May 5, 2020 at 7:00 p.m. at Snow Hill High School. Additional budget work sessions are scheduled for May 12, and May 19. May 26, 2020 is also scheduled if needed. The FY2020/2021 General Fund Operating Budget must be adopted on June 2, 2020.

Respectfully Submitted,



Harold L. Higgins
Chief Administrative Officer

HLH:kjw

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Attachments: FY21 Requested Summary – Pages 7-13
FY21 Revenue by Account Classification – Pages 14-18
Budget Work Session Agenda March 31, 2020 –Page 19
Budget Work Session Agenda April 14, 2020 – Page 20
Exhibit 1 – Board of Education Unrestricted Revenues
Exhibit 2 – Board of Education Restricted Revenues

WORCESTER COUNTY
Summary
FY2021 Revenue Estimate

	FY2021 Estimate	FY2020 Approved	(\$) Difference (%)	
Property Taxes	\$ 145,059,221	\$ 140,826,835	\$ 4,232,386	3%
Income Taxes	30,000,000	26,500,000	3,500,000	13%
Other Local Taxes	13,781,000	12,534,000	1,247,000	10%
State Shared	1,811,823	1,584,729	227,094	14%
Licenses & Permits	2,506,182	2,393,982	112,200	5%
Charges for Services	6,558,570	6,667,281	(108,711)	-2%
Interest on Investments	1,500,000	1,900,000	(400,000)	-21%
Fines & Forfeits	52,700	52,500	200	0%
Misc./Sale of Assets/Other Revenue	440,561	519,532	(78,971)	-15%
Federal Grants	369,957	346,188	23,769	7%
State Grants	5,354,372	4,892,694	461,678	9%
Transfers In-Casino/Local Impact Grant	2,497,400	3,067,811	(570,411)	-19%
Transfers In - Budget Stabilization	0	0	0	N/A
TOTAL REVENUES	\$ 209,931,786	\$ 201,285,552	\$ 8,646,234	4%

FY 2021 Requested General Fund Budget

	FY2021 Request	FY2020 Approved	(\$) Difference (%)	
County Commissioners & Admin.				
Personnel Services	954,022	967,450	(13,428)	-1%
Supplies & Materials	34,422	39,446	(5,024)	-13%
Maintenance & Services	25,972	25,537	435	2%
Other Charges	46,746	44,614	2,132	5%
Interfund Charges	(80,965)	(81,037)	72	0%
Capital Equipment	0	0	0	N/A
	980,197	996,010	(15,813)	-2%
Circuit Court				
Personnel Services	951,991	981,121	(29,130)	-3%
Supplies & Materials	212,731	182,452	30,279	17%
Maintenance & Services	112,765	112,765	0	0%
Other Charges	8,932	12,848	(3,916)	-30%
Capital Equipment	0	0	0	N/A
	1,286,419	1,289,186	(2,767)	0%
Orphan's Court				
Personnel Services	21,000	28,500	(7,500)	-26%
Supplies & Materials	0	0	0	N/A
Other Charges	7,294	7,294	0	0%
	28,294	35,794	(7,500)	-21%

	FY2021 Request	FY2020 Approved	(\$) Difference (%)	
State's Attorney				
Personnel Services	1,388,291	1,349,099	39,192	3%
Supplies & Materials	51,242	50,109	1,133	2%
Maintenance & Services	17,350	26,012	(8,662)	-33%
Other Charges	25,750	25,750	0	0%
Interfund Charges	0	0	0	N/A
Capital Equipment	0	0	0	N/A
	1,482,633	1,450,970	31,663	2%
Treasurer				
Personnel Services	1,302,531	1,253,170	49,361	4%
Supplies & Materials	142,355	136,527	5,828	4%
Maintenance & Services	4,200	5,000	(800)	-16%
Other Charges	6,800	6,735	65	1%
Interfund Charges	(231,108)	(226,122)	(4,986)	2%
Capital Equipment	0	0	0	N/A
	1,224,778	1,175,310	49,468	4%
Elections Office				
Personnel Services	522,228	535,496	(13,268)	-2%
Supplies & Materials	367,593	340,149	27,444	8%
Maintenance & Services	152,134	140,250	11,884	8%
Other Charges	15,386	14,190	1,196	8%
Capital Equipment	0	0	0	N/A
	1,057,341	1,030,085	27,256	3%
Human Resources				
Personnel Services	446,554	442,827	3,727	1%
Supplies & Materials	23,310	23,955	(645)	-3%
Maintenance & Services	32,100	26,500	5,600	21%
Other Charges	4,500	5,320	(820)	-15%
Interfund Charges	(63,623)	(62,795)	(828)	1%
Capital Equipment	28,500	0	28,500	N/A
	471,341	435,807	35,534	8%
Development Review & Permitting				
Personnel Services	1,525,230	1,442,541	82,689	6%
Supplies & Materials	288,202	282,560	5,642	2%
Maintenance & Services	58,250	58,425	(175)	0%
Other Charges	23,331	22,120	1,211	5%
Interfund Charges	(80,753)	(15,491)	(65,262)	421%
Capital Equipment	58,000	18,000	40,000	222%
	1,872,260	1,808,155	64,105	4%
Environmental Programs				
Personnel Services	1,104,197	1,107,101	(2,904)	0%
Supplies & Materials	268,252	282,522	(14,270)	-5%
Maintenance & Services	100,895	104,842	(3,947)	-4%
Other Charges	5,656	9,662	(4,006)	-41%
Interfund Charges	(26,568)	(26,568)	0	0%
Capital Equipment	95,600	0	95,600	N/A
	1,548,032	1,477,559	70,473	5%

	FY2021 Request	FY2020 Approved	(\$ Difference (%))	
Information Technology				
Personnel Services	532,292	525,345	6,947	1%
Supplies & Materials	9,450	11,182	(1,732)	-15%
Maintenance & Services	2,330	1,980	350	18%
Other Charges	6,452	8,759	(2,307)	-26%
Interfund Charges	(28,088)	(28,088)	0	0%
Capital Equipment	0	26,000	(26,000)	-100%
	522,436	545,178	(22,742)	-4%
Other General Government				
Supplies & Materials	961,987	982,942	(20,955)	-2%
Maintenance & Services	909,738	911,698	(1,960)	0%
Other Charges	1,298,332	1,185,967	112,365	9%
Capital Equipment	250,972	0	250,972	N/A
	3,421,029	3,080,607	340,422	11%
Sheriff's Department				
Personnel Services	6,760,183	6,043,233	716,950	12%
Supplies & Materials	786,643	612,623	174,020	28%
Maintenance & Services	715,533	429,383	286,150	67%
Other Charges	80,109	64,609	15,500	24%
Capital Equipment	485,136	180,000	305,136	170%
	8,827,604	7,329,848	1,497,756	20%
Emergency Services				
Personnel Services	1,907,987	1,463,443	444,544	30%
Supplies & Materials	1,041,696	1,130,671	(88,975)	-8%
Maintenance & Services	229,200	247,750	(18,550)	-7%
Other Charges	49,823	51,295	(1,472)	-3%
Interfund Charges	0	0	0	N/A
Capital Equipment	122,000	118,000	4,000	3%
	3,350,706	3,011,159	339,547	11%
County Jail				
Personnel Services	6,139,122	6,153,698	(14,576)	0%
Supplies & Materials	1,118,960	1,185,102	(66,142)	-6%
Maintenance & Services	2,326,912	2,254,450	72,462	3%
Other Charges	16,056	16,056	0	0%
Capital Equipment	62,302	73,000	(10,698)	-15%
	9,663,352	9,682,306	(18,954)	0%
Fire Marshal's Office				
Personnel Services	456,288	422,157	34,131	8%
Supplies & Materials	52,720	37,040	15,680	42%
Maintenance & Services	17,660	16,260	1,400	9%
Other Charges	24,685	23,470	1,215	5%
Capital Equipment	0	45,500	(45,500)	-100%
	551,353	544,427	6,926	1%

	FY2021 Request	FY2020 Approved	(\$) Difference (%)	
Volunteer Fire & Ambulance				
Supplies & Materials	1,800	19,020	(17,220)	-91%
Maintenance & Services	19,404	17,810	1,594	9%
Other Charges	9,376,165	7,430,386	1,945,779	26%
Capital Equipment	21,000	0	21,000	N/A
	9,418,369	7,467,216	1,951,153	26%
Public Works Department				
Personnel Services	671,789	574,243	97,546	17%
Supplies & Materials	31,752	23,435	8,317	35%
Maintenance & Services	43,446	51,396	(7,950)	-15%
Other Charges	2,865	2,865	0	0%
Interfund Charges	(140,000)	(205,037)	65,037	-32%
Capital Equipment	54,000	6,500	47,500	731%
	663,852	453,402	210,450	46%
Maintenance Division				
Personnel Services	1,009,764	953,236	56,528	6%
Supplies & Materials	63,780	50,382	13,398	27%
Maintenance & Services	87,930	75,728	12,202	16%
Other Charges	8,078	4,650	3,428	74%
Capital Equipment	108,665	53,000	55,665	105%
	1,278,217	1,136,996	141,221	12%
Roads Division				
Personnel Services	1,569,317	1,572,527	(3,210)	0%
Supplies & Materials	1,751,925	1,226,006	525,919	43%
Maintenance & Services	676,812	674,106	2,706	0%
Other Charges	1,990	1,590	400	25%
Capital Equipment	441,155	347,000	94,155	27%
	4,441,199	3,821,229	619,970	16%
Boat Landings				
Supplies & Materials	265,000	200,000	65,000	33%
Maintenance & Services	212,315	81,615	130,700	160%
Capital Equipment	0	0	0	N/A
	477,315	281,615	195,700	69%
Homeowner Convenience Centers				
Personnel Services	213,782	268,382	(54,600)	-20%
Supplies & Materials	9,150	3,150	6,000	190%
Maintenance & Services	273,050	265,000	8,050	3%
Other Charges	0	0	0	N/A
Interfund Charges	191,734	215,485	(23,751)	-11%
Capital Equipment	110,000	0	110,000	N/A
	797,716	752,017	45,699	6%

	FY2021 Request	FY2020 Approved	(\$) Difference (%)	
Recycling				
Personnel Services	397,055	340,631	56,424	17%
Supplies & Materials	17,150	17,150	0	0%
Maintenance & Services	198,325	195,000	3,325	2%
Other Charges	1,314	1,314	0	0%
Interfund Charges	226,042	217,261	8,781	4%
Capital Equipment	132,600	45,000	87,600	195%
	972,486	816,356	156,130	19%
Health Department				
Supplies & Materials	3,000	3,000	0	0%
Maintenance & Services	416,002	416,002	0	0%
Other Charges	5,264,795	5,197,842	66,953	1%
Capital Equipment	0	0	0	N/A
	5,683,797	5,616,844	66,953	1%
Mosquito Control Division				
Personnel Services	93,185	89,483	3,702	4%
Supplies & Materials	5,695	3,650	2,045	56%
Maintenance & Services	20,350	18,050	2,300	13%
Other Charges	70,175	70,000	175	0%
Capital Equipment	34,425	0	34,425	N/A
	223,830	181,183	42,647	24%
Commission on Aging				
Supplies & Materials	182,728	56,108	126,620	226%
Maintenance & Services	207,650	209,750	(2,100)	-1%
Other Charges	1,115,400	1,023,700	91,700	9%
Capital Equipment	0	0	0	N/A
	1,505,778	1,289,558	216,220	17%
Social Service Groups				
Personnel Services	0	0	0	N/A
Other Charges	841,368	686,328	155,040	23%
	841,368	686,328	155,040	23%
Wor-Wic Community College				
Other Charges	2,418,122	2,333,092	85,030	4%
Capital Equipment	0	0	0	N/A
	2,418,122	2,333,092	85,030	4%
Board of Education				
Personnel Services	71,892,099	69,146,121	2,745,978	4%
Supplies & Materials	3,407,333	3,255,833	151,500	5%
Maintenance & Services	8,093,236	7,776,138	317,098	4%
Other Charges	34,669,562	31,517,591	3,151,971	10%
Interfund Charges	(20,927,438)	(20,602,519)	(324,919)	2%
Capital Equipment	1,394,542	544,542	850,000	156%
Total Operating Budget	98,529,334	91,637,706	6,891,628	8%
School Debt Service	12,494,881	11,763,756	731,125	6%
Total Operating & Debt Service	111,024,215	103,401,462	7,622,753	7%

	FY2021 Request	FY2020 Approved	(\$) Difference (%)	
Recreation Department				
Personnel Services	966,924	809,238	157,686	19%
Supplies & Materials	546,240	357,505	188,735	53%
Maintenance & Services	186,878	191,478	(4,600)	-2%
Other Charges	37,750	16,880	20,870	124%
Capital Equipment	60,550	0	60,550	N/A
	1,798,342	1,375,101	423,241	31%
Parks Department				
Personnel Services	417,716	413,234	4,482	1%
Supplies & Materials	1,418,108	1,304,579	113,529	9%
Maintenance & Services	90,131	88,331	1,800	2%
Other Charges	1,250	630	620	98%
Capital Equipment	76,190	48,500	27,690	57%
	2,003,395	1,855,274	148,121	8%
Library				
Personnel Services	1,930,642	1,852,680	77,962	4%
Supplies & Materials	482,553	468,210	14,343	3%
Maintenance & Services	364,772	383,672	(18,900)	-5%
Other Charges	8,800	8,804	(4)	0%
Capital Equipment	40,000	85,000	(45,000)	-53%
	2,826,767	2,798,366	28,401	1%
Recreation & Culture				
Other Charges	85,001	75,000	10,001	13%
	85,001	75,000	10,001	13%
Extension Service				
Supplies & Materials	16,615	18,593	(1,978)	-11%
Maintenance & Services	2,500	2,500	0	0%
Other Charges	187,582	179,952	7,630	4%
Capital Equipment	0	0	0	N/A
	206,697	201,045	5,652	3%
Natural Resources				
Supplies & Materials	1,700	1,700	0	0%
Other Charges	519,554	509,554	10,000	2%
	521,254	511,254	10,000	2%
Economic Development Department				
Personnel Services	178,648	193,872	(15,224)	-8%
Supplies & Materials	179,450	139,816	39,634	28%
Maintenance & Services	54,200	93,950	(39,750)	-42%
Other Charges	18,675	18,675	0	0%
Capital Equipment	17,498	0	17,498	N/A
	448,471	446,313	2,158	0%
Tourism Department				
Personnel Services	202,982	207,023	(4,041)	-2%
Supplies & Materials	249,861	183,948	65,913	36%
Maintenance & Services	873,784	729,844	143,940	20%
Other Charges	4,900	5,000	(100)	-2%
	1,331,527	1,125,815	205,712	18%

	FY2021 Request	FY2020 Approved	(\$) Difference (%)	
Taxes Shared W/Towns				
Other Charges	2,645,257	2,345,257	300,000	13%
	2,645,257	2,345,257	300,000	13%
Grants to Towns				
Supplies & Materials	100,000	0	100,000	N/A
Other Charges	7,142,640	5,856,000	1,286,640	22%
	7,242,640	5,856,000	1,386,640	24%
Insurance & Benefits				
Maintenance & Services	5,000	5,000	0	0%
Health, OPEB & Other	23,911,877	20,714,728	3,197,149	15%
	23,916,877	20,719,728	3,197,149	15%
Debt Service				
Interfund Charges	13,935,669	13,215,563	720,106	5%
Less: Alloc. Brd of Ed Debt	(12,494,881)	(11,763,756)	(731,125)	6%
	1,440,788	1,451,807	(11,019)	-1%
Interfund				
Interfund Charges	756,945	394,893	362,052	92%
	756,945	394,893	362,052	92%
TOTAL EXPENDITURES	\$ 221,258,000	\$ 201,285,552	\$ 19,972,448	10%

Worcester County
FY2021 General Fund Revenue Annual Budget by Account Classification

Account Number	Account Description	2021 Department Requested	2020 Adopted Budget	\$ Variance	% Variance
Property Taxes					
4000	Full Year Real Property Taxes	138,167,141.00	134,303,565.00	3,863,576.00	3%
4010	Personal Property Taxes	332,719.00	326,614.00	6,105.00	2%
4020	Corporation Property Taxes	4,103,531.00	4,028,241.00	75,290.00	2%
4030	Railroad & Utility Property Tax	3,622,642.00	3,386,485.00	236,157.00	7%
4035	Railroad Real Property	1,403.00	3,803.00	(2,400.00)	-63%
4040	Half Year Real Property Taxes	211,250.00	211,250.00	-	0%
4050	Tax Additions & Abatements	(358,200.00)	(358,200.00)	-	0%
4060	Interest on Delinquent Taxes	700,000.00	650,000.00	50,000.00	8%
4070	Discounts Allowed on Taxes	(475,000.00)	(460,000.00)	(15,000.00)	3%
4080	Tax Credits For Assessment I	(1,246,265.00)	(1,264,923.00)	18,658.00	-1%
Account Classification Total: Property Taxes		145,059,221.00	140,826,835.00	4,232,386.00	3%
Income Tax					
4100	Income Tax	30,000,000.00	26,500,000.00	3,500,000.00	13%
Account Classification Total: - Income Tax		30,000,000.00	26,500,000.00	3,500,000.00	13%
Other Taxes					
4200	Admission & Amusement Taxes	620,000.00	575,000.00	45,000.00	8%
4210	Recordation Taxes	7,350,000.00	6,662,000.00	688,000.00	10%
4230	Trailer Park Excise Tax	-	100,000.00	(100,000.00)	-100%
4240	Food Tax	81,000.00	78,000.00	3,000.00	4%
4250	Room Tax	180,000.00	169,000.00	11,000.00	7%
4250.040	Room Tax Due to Unincorporated Areas	1,050,000.00	950,000.00	100,000.00	11%
4340	Transfer Tax	4,500,000.00	4,000,000.00	500,000.00	13%
Account Classification Total: Other Taxes		13,781,000.00	12,534,000.00	1,247,000.00	10%
State Shared					
4300	Highway Users Taxes	1,166,491.00	1,134,729.00	31,762.00	3%
4310	911 Fees	645,332.00	450,000.00	195,332.00	43%
Account Classification Total: - State Shared		1,811,823.00	1,584,729.00	227,094.00	14%
Franchise Fees					
4400	Franchise Fees	22,500.00	22,500.00	-	0%
Account Classification Total: Franchise Fees		22,500.00	22,500.00	-	0%
Gain/Loss on Disposal of Assets					
4600	Sale Of Fixed Assets	40,000.00	35,000.00	5,000.00	14%
Account Classification Total: - Gain/Loss on Disposal of Assets		40,000.00	35,000.00	5,000.00	14%
Licenses and Permits					
4900	Liquor Licenses	825,000.00	840,000.00	(15,000.00)	-2%
4905	Vending Machine Licenses	70,000.00	80,000.00	(10,000.00)	-13%
4910	Traders Licenses	103,000.00	95,000.00	8,000.00	8%
4915	Occupational Licenses	6,000.00	35,000.00	(29,000.00)	-83%
4920	Bingo Permits	18,500.00	18,000.00	500.00	3%
4925	Tourist & Trailer Park Permits	-	500.00	(500.00)	-100%
4927	Rental License Fee	175,000.00	30,000.00	145,000.00	483%
4930	Building Permits	300,000.00	300,000.00	-	0%
4932	Electrical Permits	15,000.00	15,000.00	-	0%
4933	Commercial Plumbing Plan Review	2,500.00	2,500.00	-	0%
4935	Marriage Licenses	24,000.00	24,000.00	-	0%
4936	Civil Ceremony	1,200.00	1,500.00	(300.00)	-20%
4941	Shoreline Construction Permit	19,000.00	18,000.00	1,000.00	6%
4942	Timber Harvest Permit	3,000.00	3,000.00	-	0%
4943	SEC/SWM Permit	22,000.00	20,000.00	2,000.00	10%
4945.010	Environmental Permits Burn Permit	600.00	600.00	-	0%
4945.020	Environmental Permits Campground Permit	3,325.00	3,325.00	-	0%

FY2021 General Fund Revenue Annual Budget by Account Classification

Account Number	Account Description	2021 Department Requested	2020 Adopted Budget	\$ Variance	% Variance
4945.030	Environmental Permits Septic Permit	23,500.00	23,500.00	-	0%
4945.040	Environmental Permits Waste Hauler Permit	2,100.00	2,100.00	-	0%
4945.050	Environmental Permits Well Permit	16,800.00	16,800.00	-	0%
4945.060	Environmental Permits Other	300.00	300.00	-	0%
4945.070	Environmental Permits Water & Sewer Review	10,000.00	10,000.00	-	0%
4950	Health Permits	396,707.00	399,707.00	(3,000.00)	-1%
4955	Raffle Permits	1,800.00	1,800.00	-	0%
4960	Plumbing Permits	52,000.00	52,000.00	-	0%
4965	Gas Permits	20,000.00	19,000.00	1,000.00	5%
4970	Forestry Conservation Review Fees	6,000.00	6,000.00	-	0%
4980	Landfill Permits-Household	332,500.00	320,000.00	12,500.00	4%
4982	PAYT Tags - Household	9,000.00	9,000.00	-	0%
5060.100	Licenses and Permits Board of Zoning Appeal Fee	18,000.00	18,000.00	-	0%
5060.300	Licenses and Permits Site Plan Review	11,000.00	11,000.00	-	0%
5060.400	Licenses and Permits Rezoning Fee	4,000.00	4,000.00	-	0%
5060.500	Licenses and Permits Subdivision Review Fee	12,000.00	12,000.00	-	0%
5060.600	Licenses and Permits Text Amendment Application Fee	2,000.00	2,000.00	-	0%
5060.700	Licenses and Permits Nat Resources Text Amendment App	350.00	350.00	-	0%
Account Classification Total: - Licenses and Permits		2,506,182.00	2,393,982.00	112,200.00	5%
Charges for Services					
4940	Shoreline Construction Application Fee	20,000.00	20,000.00	-	0%
5045	EDU Transfer/Application Fee	-	4,000.00	(4,000.00)	-100%
5047	Stormwater Management Review Fee	78,000.00	75,000.00	3,000.00	4%
5065.100	Sheriff Fees Sheriff Fees - Paper Service	40,000.00	40,000.00	-	0%
5065.200	Sheriff Fees Sheriff Fees - Peddler's License	500.00	500.00	-	0%
5065.300	Sheriff Fees Sheriff Fees - Parking Fines	500.00	1,000.00	(500.00)	-50%
5065.400	Sheriff Fees Animal Control Fees	8,000.00	8,000.00	-	0%
5065.405	Sheriff Fees Spay & Neuter Fees	-	12,000.00	(12,000.00)	-100%
5065.700	Sheriff Fees Contractual Services	7,000.00	7,000.00	-	0%
5070.100	Sale of Publications & Copies Commissioners	700.00	500.00	200.00	40%
5070.300	Sale of Publications & Copies Dev. Review & Permitting	800.00	1,000.00	(200.00)	-20%
5070.400	Sale of Publications & Copies 911 Recordings	-	50.00	(50.00)	-100%
5070.600	Sale of Publications & Copies Elections	450.00	400.00	50.00	13%
5070.700	Sale of Publications & Copies Circuit Court	100.00	100.00	-	0%
5070.900	Sale of Publications & Copies Environmental Programs	5.00	5.00	-	0%
5075	Library Use Charges	18,000.00	20,000.00	(2,000.00)	-10%
5076	Library Erate Reimbursement	2,000.00	2,500.00	(500.00)	-20%
5080	County Share Vehicle Tag Fee	3,500.00	3,500.00	-	0%
5085	Liquor Advertising Fees	1,200.00	2,500.00	(1,300.00)	-52%
5086	Tourism Co-Op Advertising	-	2,000.00	(2,000.00)	-100%
5090	Firearms Training Center Fee	3,000.00	3,000.00	-	0%
5095.100	Payments For Jail Use Work Release	20,000.00	40,000.00	(20,000.00)	-50%
5095.200	Payments For Jail Use ICE Housing	5,000,000.00	5,200,000.00	(200,000.00)	-4%
5095.400	Payments For Jail Use State Housing	50,000.00	50,000.00	-	0%
5095.500	Payments For Jail Use Weekenders	5,000.00	5,000.00	-	0%
5095.600	Payments For Jail Use Social Security	10,000.00	10,000.00	-	0%
5095.700	Payments For Jail Use State Mental Health Reimb.	20,000.00	20,000.00	-	0%
5095.800	Payments For Jail Use Pretrial Fees	7,000.00	5,000.00	2,000.00	40%
5100.100	Fire Inspection Fees Plan Review Fee	100,000.00	100,000.00	-	0%
5100.200	Fire Inspection Fees Fire Safety Fee	25,000.00	25,000.00	-	0%
5100.600	Fire Inspection Fees Fire Inspections QAP	20,000.00	15,000.00	5,000.00	33%

FY2021 General Fund Revenue Annual Budget by Account Classification

Account Number	Account Description	2021 Department Requested	2020 Adopted Budget	\$ Variance	% Variance
5105.100	Public Works Revenues Pipe Sales	30,000.00	30,000.00	-	0%
5107	Roads Department Fees	5,000.00	50,000.00	(45,000.00)	-90%
5110	Recreation Fees	240,000.00	182,900.00	57,100.00	31%
5115	Mosquito Control Charges	50,000.00	50,000.00	-	0%
5120	Circuit Court Bar Library	5,000.00	5,000.00	-	0%
5127	Recreation Center Rental Fees	2,000.00	1,400.00	600.00	43%
5128	Recreation Sponsorships	2,000.00	3,750.00	(1,750.00)	-47%
5130	Tourism Programs and Events	10,500.00	9,000.00	1,500.00	17%
5142	Election Filing Fee	-	200.00	(200.00)	-100%
5155	CommunityService Fees	70,000.00	70,000.00	-	0%
5160	Family Services Legal Fees Other	2,500.00	1,600.00	900.00	56%
5161	Casino Security	-	15,000.00	(15,000.00)	-100%
5162	Seacrets Security	97,000.00	97,696.00	(696.00)	-1%
5165	Critical Area Review Fees	28,000.00	28,000.00	-	0%
5167	Water/Sewer Plan Amendment Fee	2,000.00	2,000.00	-	0%
5175.200	Donations Sponsorship Program Recreation	2,600.00	450.00	2,150.00	478%
5181	First Offender Program Fees	10,000.00	10,000.00	-	0%
5185	Recycling Revenue	81,200.00	100,800.00	(19,600.00)	-19%
5186	Metal Recycling Revenue	45,000.00	50,000.00	(5,000.00)	-10%
5195	Tire Revenue	30,000.00	30,000.00	-	0%
5215	Motor Coach Fees	30,000.00	29,640.00	360.00	1%
5220.010	Park Fees Field Rental	5,000.00	3,500.00	1,500.00	43%
5220.020	Park Fees Pavillon Rental	3,500.00	3,500.00	-	0%
5220.030	Park Fees Tree of Life	800.00	800.00	-	0%
5220.035	Park Fees Tournament Rental	20,000.00	20,000.00	-	0%
5220.040	Park Fees User Fees	240.00	240.00	-	0%
5225	Concession Stand Fees	65,000.00	50,000.00	15,000.00	30%
5226	Special Events Fees	203,075.00	75,300.00	127,775.00	170%
5227	Tournament Fees	15,000.00	12,000.00	3,000.00	25%
5230.010	Environmental Fees Perk Test Fee	9,000.00	9,000.00	-	0%
5230.020	Environmental Fees Plat Review Fee	6,000.00	6,000.00	-	0%
5230.030	Environmental Fees Water Sample Fee	400.00	400.00	-	0%
5240	Shared Facility/Service Area Fee	500.00	500.00	-	0%
5245	Solar Renewable Energy Credits	1,000.00	50.00	950.00	1900%
5435	BRF Admin Fee	22,500.00	22,500.00	-	0%
Account Classification Total: - Charges for Services		6,535,570.00	6,644,281.00	(108,711.00)	-2%
Interest & Penalties					
4700	Interest On Investments	1,500,000.00	1,900,000.00	(400,000.00)	-21%
Account Classification Total: - Interest & Penalties		1,500,000.00	1,900,000.00	(400,000.00)	-21%
Fines & Forfeitures					
5300	Court Fines	50,000.00	50,000.00	-	0%
5310	Civil Infracrion Fines	2,700.00	2,500.00	200.00	8%
Account Classification Total: - Fines & Forfeitures		52,700.00	52,500.00	200.00	0%

FY2021 General Fund Revenue Annual Budget by Account Classification

Account Number	Account Description	2021 Department Requested	2020 Adopted Budget	\$ Variance	% Variance
Miscellaneous					
4260.010	Rents/State Revenue Boat Landings	42,314.00	35,012.00	7,302.00	21%
4260.020	Rents/State Revenue County Administration	71,199.00	67,599.00	3,600.00	5%
4260.030	Rents/State Revenue Elections	14,230.00	31,000.00	(16,770.00)	-54%
4270	Rents-Tower Site/Contrib & Donat	22,818.00	20,921.00	1,897.00	9%
4800	Other Miscellaneous Revenue	80,000.00	80,000.00	-	0%
5420	Retiree Drug Subsidy	170,000.00	250,000.00	(80,000.00)	-32%
Account Classification Total: - Miscellaneous		400,561.00	484,532.00	(83,971.00)	-17%
Intergovernmental - Federal Revenues					
5541	Traffic Safety SHA	720.00	720.00	-	0%
5600	Federal Payments In Lieu of Taxe	20,305.00	19,866.00	439.00	2%
5625	CDBG Housing Rehab Grant	150,000.00	150,000.00	-	0%
5664.020	US Fish and Wildlife Service Other General Government	7,000.00	7,000.00	-	0%
5675	Child Support Enforcement Grant	9,800.00	9,800.00	-	0%
5745.300	Homeland Security Grant SHSGP	103,464.00	79,890.00	23,574.00	30%
5745.600	Homeland Security Grant EMPG	74,407.00	74,651.00	(244.00)	0%
5770	Bulletproof Vest Program	1,000.00	1,000.00	-	0%
5785	MDE Beach Monitoring Grant	3,261.00	3,261.00	-	0%
Total: - Intergovernmental - Federal Revenues		369,957.00	346,188.00	23,769.00	7%
Intergovernmental - State Revenues					
5515	DHCD Housing Administration Fee	7,000.00	7,000.00	-	0%
5517	Other Housing Rehab Income	4,000.00	4,000.00	-	0%
5525	Conservation Easement Administrative Fee	20,000.00	20,000.00	-	0%
5530	Eastern Shore Library Grant	75,000.00	75,000.00	-	0%
5543	Dental Program Reimbursement	22,220.00	22,220.00	-	0%
5615	Maryland Coastal Bays	-	20,000.00	(20,000.00)	-100%
5630	Water System Monitoring Grant	17,560.00	17,560.00	-	0%
5635	Police Protection Grant	162,006.00	162,006.00	-	0%
5640	State Library Aid	170,290.00	165,408.00	4,882.00	3%
5645	Share of State Park Receipts	430,000.00	425,000.00	5,000.00	1%
5650	State Aid for Fire Companies	372,927.00	373,789.00	(862.00)	0%
5655	Program Open Space Grant - Parks	1,365,000.00	1,138,500.00	226,500.00	20%
5660	Waterway Improvement Grants	254,300.00	204,300.00	50,000.00	24%
5662	BRF Operations & Maintenance Grant	10,000.00	10,000.00	-	0%
5663	Share of State Forest Land	70,000.00	65,000.00	5,000.00	8%
5665	State Aid for Bridges	980,733.00	824,881.00	155,852.00	19%
5680	State Grant for Critical Areas	10,000.00	10,000.00	-	0%
5688	MD Dept of Aging Grant	54,608.00	54,608.00	-	0%
5690	SSTAP Grant	126,620.00	-	126,620.00	N/A
5700	911 ENSB Grant	67,892.00	14,500.00	53,392.00	368%
5705	State Grant for Tourism	207,154.00	140,607.00	66,547.00	47%
5725	Family Support Grant	251,095.00	230,184.00	20,911.00	9%
5730	Septic System BRF Grant Program	240,000.00	240,000.00	-	0%
5732	Conservation Easements Reimbursements	60,000.00	60,000.00	-	0%
5735.045	Other Grants Parks	-	239,000.00	(239,000.00)	-100%
5735.050	Other Grants Recreation	-	500.00	(500.00)	-100%

FY2021 General Fund Revenue Annual Budget by Account Classification

Account Number	Account Description	2021 Department Requested	2020 Adopted Budget	\$ Variance	% Variance
5757	Trial Jury Reimbursement	54,000.00	54,000.00	-	0%
5760	Drug Court Grant	237,352.00	230,016.00	7,336.00	3%
5762	Heroin Coordinator Grant	50,615.00	50,615.00	-	0%
5905	Sheriff-Sex Offender Grant	22,000.00	22,000.00	-	0%
5912	Sher-Health Underage Drinking	2,000.00	2,000.00	-	0%
5940	Intern Program Grant	10,000.00	10,000.00	-	0%
Total Intergovernmental - State Revenues		5,354,372.00	4,892,694.00	461,678.00	9%
Other Revenue					
5845	Salary Reimbursement	500.00	500.00	-	0%
Account Classification Total: - Other Revenue		500.00	500.00	-	0%
Transfers In					
5511	Casino/Local Impact Grant Funds	2,497,400.00	3,067,811.00	(570,411.00)	-19%
Account Classification Total: - Transfers In		2,497,400.00	3,067,811.00	(570,411.00)	-19%
Total General Fund Revenues		209,931,786.00	201,285,552.00	8,646,234.00	4%

**AGENDA
WORCESTER COUNTY COMMISSIONERS**

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

**FISCAL YEAR 2021
Budget Meetings**

Budget Work Session; Tuesday, March 31, 2020

9:00 AM-	Call to Order meet with Departments and Board of Education FY2021	<u>Department #</u>
	Budget Requests	
9:01 AM -	Circuit Court, Judge Shockley	1002
	Board of Education, Mr. Louis Taylor	150S
	States Attorney, Kris Heiser	1004
	Fire Marshal, Jeff McMahon	1104
	Fire Training Center, Jeff McMahon	110S.197
	Volunteer Fire and Ambulance, Billy Birch & Jeff McMahon	1105
	Emergency Services, Billy Birch	1102
	Break	
	Human Resources, Stacey Norton	1007
	Benefits, Stacey Norton	1950
	Commission on Aging, Rob Hart	1401
12:00 NOON -	Lunch	
1:00 PM -	Elections, Patty Jackson	1006
	Sheriff Department, Sheriff Matt Crisafulli	1101
	Public Works Admin/Fleet, John Tustin, Derrick Babcock	1203
	Roads Division, Frank Adkins	1202
	Maintenance Division, Ken Whited	1201
	Mosquito Control Division, Ken Whited	1302
	Break	
	Solid Waste, Jessica Wilson	680
	Homeowner Convenience Centers, Jessica Wilson	1205
	Recycling, Jessica Wilson	1206
	Water & Wastewater, Jessica Wilson	5xx
	Department of Liquor Control, Jessica Wilson	4xx
	County Administration, Harold Higgins	1001
	Orphans Court	1003
	Other General Government	1090.050-.085
	Extension Service	1701
	Natural Resources	1702
	Taxes Shared w/Towns	1901
	Grants to Town	1902
	Interfund	198S
	Wor-Wic Community College	1502
	Social Service Groups	1402
	Recreation & Culture	1604
4:30 PM -	Adjourn	

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

FISCAL YEAR 2021 Budget Meetings

Budget Work Session - Tuesday, April 14, 2020

	<u>Department #</u>
1:00 PM - meet with Departments - FY2021 Budget Requests	
1:01 PM - Jail, Warden Donna Bounds.....	1103
Library, Jennifer Ranck	1603
Environmental Programs, Robert Mitchell.....	1010
Economic Development, Tom Perlozzo	1801
Tourism, Tom Perlozzo	1803
Recreation, Tom Perlozzo.....	1601
Parks, Tom Perlozzo	1602
Boat Landings, Tom Perlozzo.....	1204
Break	
Health Dept., Rebecca Jones, RN, BSN, MSN.....	1301
Information Technology, Brian Jones	1011
Other General Government, Information Technology.....	1090.020
Development, Review & Permitting, Ed Tudor.....	1008
Treasurer, Phil Thompson	1005
Other General Government – Mgmt Information Systems.....	1090.025
Debt Service, Jennifer Swanton.....	1975
4:30 PM - Adjourn	

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Unites Available – See Kelly Shannahan, Asst. CAO

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

BOARD OF EDUCATION OF WORCESTER COUNTY

REVENUES

REVENUE SOURCE	APPROVED FY 20	REQUESTED FY 21
UNRESTRICTED REVENUES		
COUNTY		
Appropriation - Current Expense	\$90,728,422	\$96,660,234
STATE (Thornton Funding) *		
Foundation Program	6,925,988	7,060,853
Special Education	1,691,616	1,681,440
Transportation	3,348,939	3,404,374
Compensatory Education	7,444,750	7,558,634
Limited English Proficiency	398,763	429,674
OTHER		
Tuition	70,000	70,000
Other	80,000	80,000
Prior Year's Fund Balance**	567,011	567,011
Restricted Programs Reimbursements	75,452	75,452
TOTAL UNRESTRICTED REVENUE	\$111,330,941	\$117,587,672
OTHER REQUESTS - COUNTY		
RECURRING		
Appropriation - Technology	\$200,000	\$200,000
Appropriation - Capital Outlay	100,000	100,000
NONRECURRING		
Appropriation - Technology	0	0
Appropriation - School Construction	853,055	900,000
OTHER		
Appropriation - Retirement Expenses	559,284	619,100
Appropriation - County Share of Teacher Pension	***	***
TOTAL OTHER REQUESTS - COUNTY	\$1,712,339	\$1,819,100
TOTAL COUNTY APPROPRIATION	92,440,761	98,479,334
TOTAL BUDGET - ALL FUNDS	\$113,043,280	\$119,406,772

* State funding is based upon current law. Subject to final legislative action, these amounts could change.

Any decrease in State funding would result in an increased amount being requested from the County.

** A detailed summary of the utilization of the FY19 fund balance is included on page 3.

*** Effective for FY17, this amount is now included under the budget category of Fixed Charges.

Total County Appropriation as Stated Above	92,440,761	98,479,334
County Fund Balance FY20 :HVAC PMS, 5HMS, CCSS	(555,000)	0
Design Roof Replacement PM5	(117,000)	0
SDMS Addition Project	(131,055)	0
Sub-Total	91,637,706	98,479,334
Local Restricted Grants:		
Poc Middle School	50,000 (1)	50,000
Sub-total	50,000	50,000
County Appropriation	91,687,706	98,529,334
Unrestricted Revenue State & Other	20,602,519	20,927,438
Total Board of Education Budget - All Funds	112,290,225	119,456,772

(1) funded in FY20 for \$50,000 approved FY20 fund balance

Exhibit 1 21

RESTRICTED PROGRAMS - LOCAL, STATE AND FEDERAL

Restricted funds listed below can only be spent as authorized by the administering agency (State and Federal government). The level of funding indicated for each program is an estimate. Projects may be discontinued or reduced in scope depending upon funds allocated by the funding source.

TOTAL ANTICIPATED RESTRICTED FUNDING	\$12,731,025	
	ACTUAL FY 20	ESTIMATED FY 21
<u>FEDERAL FUNDS</u>		
Title I Educationally Disadvantaged	\$1,824,301	\$1,820,000
Title III Language Acquisition	15,775	15,000
Special Education	2,100,000	2,100,000
21st Century High School Academies	361,932	361,932
JR ROTC Program	116,000	116,000
21st Century CARE Academies	398,346	398,346
Title IIA, Systems of Support for Excellent Teaching & Leading	240,953	240,900
Career & Technology Education	84,571	84,500
Adult Education	22,019	44,262
<u>STATE FUNDS</u>		
Judy Hoyer Early Childcare And Education	250,000	250,000
Adult Education	154,244	210,933
Teachers Retirement & Pension	6,965,109	6,831,000
<u>LOCAL FUNDS</u>		
Donnie Williams Grant	75,200	208,152
Pocomoke Middle School Grant	50,000	50,000
TOTAL RESTRICTED REVENUE	\$12,658,450	\$12,731,025
	Less: Fund Balance (50,000)	0
Revised Restricted Revenue	12,608,450	12,731,025



28

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

MEMORANDUM

TO: Chief Administrative Officer Harold Higgins
FROM: Public Information Officer Kim Moses and Recycling Manager Mike McClung
DATE: March 12, 2020
RE: Clear Channel Outdoor contract for Keep Worcester Clean campaign

As part of the Keep Worcester Clean campaign, Recycling Manager Mike McClung and I have been working with Charles Anderson of Clear Channel Outdoor to lease two prominently placed billboards on U.S. Rt. 113 and U.S. Rt. 50 throughout the 2020 summer season to discourage illegal dumping at the unmanned recycling stations and other public places in Worcester County. As approved at your January 21, 2020 meeting, D3 Corporation is designing the billboard posters. Clear Channel Outdoor will then print and install the posters on the billboards.

We request approval for Commission President Mitrecic to sign the attached contract from Clear Channel Outdoor to lease the two billboards for 24 weeks, beginning roughly March 30 and ending September 20, 2020. The first billboard is located on U.S. Rt. 113 in Bishopville facing north for traffic heading towards Ocean Pines and leases for \$950 per four-week period. The second billboard is located on U.S. Rt. 50 in Berlin facing west for traffic heading towards Ocean City and leases for \$800 per four-week period. In total, the contract cost includes a production fee of \$1,400 to produce and install two 12' x 24' posters, and a lease cost of \$10,500 (\$1,750 per four-week period) for a total cost of \$11,900.



March 12, 2020

CONTRACT FOR OUTDOOR ADVERTISING

CONTRACTED BY AGENCY ON BEHALF OF CUSTOMER:	
CUSTOMER #	INVOICE
NAME	
ADDRESS	
CITY/STATE/ZIP	
CONTACT	
EMAIL ADDRESS	
PHONE #	FAX #
P.O. #	
ADVRTSR / PROD	

CONTRACTED DIRECTLY BY CUSTOMER:			
CUSTOMER #	299944	INVOICE	
NAME	Worcester County Government		
ADDRESS	1 W Market St Rm 1103		
CITY/STATE/ZIP	Snow Hill, MD 21863-1195		
CONTACT	Kim Moses		
EMAIL ADDRESS	kmoses@co.worcester.md.us		
PHONE #	410-632-1194	FAX #	
P.O. #			
PRODUCT NAME	Keep it Clean		

Market Name / Location	Illum Y / N	No. Of Installations	No. Of Panels		Term In 4-Week Periods	Size	Face Rate	Rate Per 4-Week Period	Contract Total
			Poster	Bulletin					
140601 RT 113 F/N Bishopville MD	Y	1	1		6	PP	\$ 950.00	\$ 950.00	\$ 5,700.00
144401 Rt 50 F/W Berlin Md	Y	1	1		6	PP	\$ 800.00	\$ 800.00	\$ 4,800.00

Service Commences: week of 4/6/20 Special Instructions/ Additional Charges:	Service Cost	\$ 1,750.00	\$ 10,500.00
	Production Charges		\$ 1,400.00
	Extension Charges		
	Extended Illumination		
	Estimated Shipping Charges		
	TOTAL INVOICE AMOUNT	\$ 1,750.00	\$ 11,900.00

Agency/Customer hereby contracts for the outdoor advertising services described above upon the terms set forth above AND ON PAGES 2 AND 3, which Agency/Customer hereby acknowledges and confirms receipt of by executing in the space provided below. Contracts transmitted to Clear Channel Outdoor via fax machines or electronic mail are to be treated as original contracts. This contract must be signed by both Agency or Customer and CCO to be effective.

Agency: _____
 Signature: _____
 Name: _____ Date: _____

Customer: Worcester County Government
 Signature: _____
 Name: Joseph M. Mitrecic Date: _____

Clear Channel Outdoor, LLC
 Signature: _____ Name: Steve Ginsburg Date: _____

FOR INTERNAL USE:	Contract No.	File Name
New <input type="checkbox"/>	A/E (s) Name / No. CG Anderson	Selling Branch Address Salisbury MD
Renewal <input type="checkbox"/>		808 North Salisbury Blvd, Salisbury Md 21801
Takeover <input type="checkbox"/>		443-736-1131
		Phone (410)-543-2100 Fax (410)- 546-4658
Product / Class Number:		Market Type: <input type="text"/>



CONTRACT FOR OUTDOOR ADVERTISING STANDARD TERMS

1. DEFINED TERMS. As used in this Contract, these terms shall have the meanings set forth below:

For non-digital Signage illumination will only be provided if illumination is indicated on the Sales

2

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
 "Campaign" shall mean the advertising campaign described in the Sales Contract.
 "CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
 "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
 "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Sales Contract.
 "Confidential Information" shall mean any information relating to or disclosed to Customer arising from or in connection with any and all pricing information for this Contract.
 "Contract" shall mean the applicable Sales Contract, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
 "Customer" shall mean the advertiser and any agency or buying service named in the Sales Contract.
 "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Sales Contract.
 "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
 "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
 "Sales Contract" shall mean the Contract for Advertising by and between Clear Channel and the Customer setting forth the terms and conditions of the Campaign.
 "Sign" or "Signs" shall mean the sign or signs identified in the Sales Contract for the placement of the advertising for the Campaign.

2. PAYMENT

- a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
- b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice" to Customer at the e-mail address set forth in the Sales Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
- c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
- d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
- e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
- f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

3.1 OF CUSTOMER

- a. Customer represents and warrants to Clear Channel that
 - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content placed on Sign or Signs, shall comply with all applicable federal, state and local laws and regulations,
 - (2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
 - (3) If the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
 - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

3.2 OF CLEAR CHANNEL

- a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is with good reason, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
- b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Sales Contract.
- c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Sales Contract.
- d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
- e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Sales Contract and commence billing on the date copy is fully displayed.

5. DISRUPTION OF PERFORMANCE; LOSS OF USE

- a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a

i. for non-digital signs, illumination will only be provided if illumination is indicated on the Sales Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.

- g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
- h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 TAXES. Clear Channel shall pay all personal property taxes attributable to the Signs and Customer, to the extent not exempt, shall be responsible for all other federal, state and local taxes in respect of this Contract.

4. CONTENT, PRODUCTION AND DELIVERY

4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

- a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).
- b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.
- c. If Customer requests within 60 days after the last date of the display of the Printed Advertising Materials, Clear Channel shall return any Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and "in as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

- a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for digital bulletins, 400x840 pixels for digital posters, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.
- b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.
- c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

- a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").
- b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.
- c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

4.4 ARCHIVAL MATERIAL AND RIGHT TO USE. Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

4.5 CHANGE OUT OF ADVERTISING MATERIALS. Customer may request replacement advertising copy change out subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change out as part of the advertising services provided by Clear Channel to Customer.

4.6 RIGHTS AND OBLIGATIONS. The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Sales Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed as a consequence of the loss of use of a Sign or Signs.

6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancelable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Clear Channel's display of Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Sales Contract.

c. Customer agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of Clear Channel other than by or to its employees or agents who must have access to such Confidential Information to perform Customer's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel. When there is any inconsistency between the Sales Contract and any other terms of this Contract then the Sales Contract shall prevail.

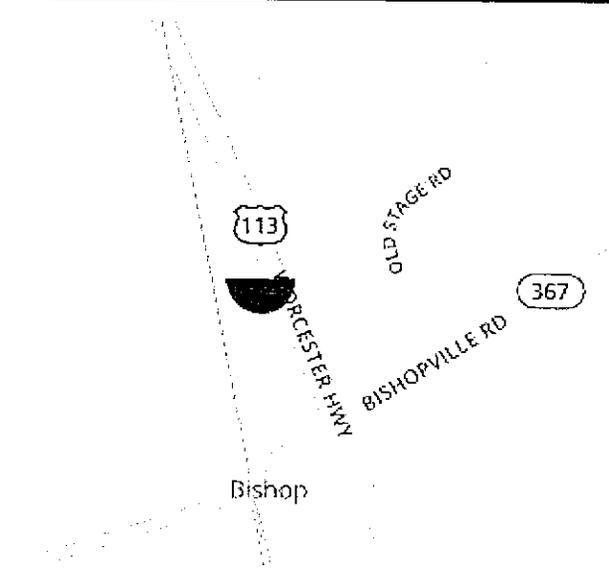
e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Sales Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

140601 – Salisbury

Description: US 113 WS 0.8mi S/O SR 610 F/N - 1
TAB Panel ID: 619136 **Media Type:** Premiere Posters
Facing: N **Size:** 12'3" x 24'6"
City: Bishopville **Zip:** 21813
Latitude: 38.430748 **Longitude:** -75.22119
Current Advertiser: Peninsula Regional Medical Center



Weekly Impressions		
Salisbury, MD (DMA)		
Demo	In Market	Total
18+ yrs - All	47,864	50,539

Highlights: Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by GeoPath, Inc. and is to be used only by the recipient solely and exclusively for its planning and /or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital now represent only those impressions for a single spot in rotation. ©Copyright 2018. All rights reserved.

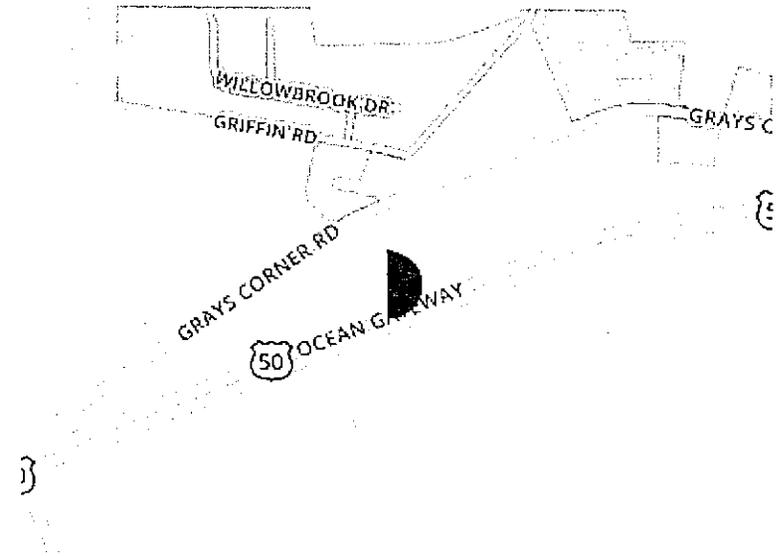
5

144401 – Salisbury

 Clear Channel Outdoor

Description: US 50 NS 0.8mi W/O SR 589 F/W - 1
TAB Panel ID: 121677
Facing: W
City: Berlin
Latitude: 38.346366
Current Advertiser: The Advertising Council, Inc

Media Type: Premiere Posters
Size: 12'3" x 24'6"
Zip: 21811
Longitude: -75.181762



Weekly Impressions		
Salisbury, MD (DMA)		
Demo	In Market	Total
18+ yrs - All	60,523	64,660

Highlights: Visually striking, vinyl-wrapped display that promotes premium brand image among audiences in highly desirable areas of a market. Primarily located on surface streets, Premiere Panels provide granular targeting in key trade areas and the opportunity to influence consumers close to the point of purchase.

GEOPATH AUDIENCE LOCATION MEASUREMENT™ data is proprietary intellectual property owned by GeoPath, Inc. and is to be used only by the recipient solely and exclusively for its planning and/or buying of out-of-home media advertisements. The Total 18+ Imps (Weekly) reported for digital now represent only those impressions for a single spot in rotation. ©Copyright 2018. All rights reserved.



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: March 16, 2020
SUBJECT: Proposed Mosquito Control Budget – 2020 Season

DIVISIONS

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

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

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

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

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

.....
I was requested to review the attached letter, dated February 12, 2020 from Mr. Brian Prendergast, Program Manager for the Mosquito Control Section of the Maryland Department of Agricultural transmitting the proposed Mosquito Control Budget for the 2020 season. In reviewing the document, the proposed budget is the same as last year's budget. Total proposed County funding for the season is \$83,940.

We are not planning on making any substantive changes to last year's program as the program ran smoothly with collecting the \$65.00 fee per residential household up front. Therefore, I would recommend approval of the attached budget and the program to remain as is for this coming season.

I am available to discuss this at your convenience. In the mean time, should you have any questions, please feel free to call me.

Attachments

cc: Ken Whited



Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
Jullanne A. Oberg, Deputy Secretary

RECEIVED 3/2/2020

Agriculture | Maryland's Leading Industry

Mosquito Control

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

410.841.5870 Baltimore/Washington
410.841.5835 Fax
800.492.5590 Toll Free

MOSQUITO CONTROL SECTION

410-841-5870

February 11, 2020

Madison J. Bunting, Jr., President
Board of County Commissioners
Government Center
1 W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Mr. Bunting:

The Maryland Department of Agriculture, Mosquito Control Section, has prepared an estimate of operating expenses for mosquito control in Worcester County during the 2020 season. This budget estimate is based on previous years' expenditures and anticipated costs for the upcoming season.

The proposed mosquito control budget for the 2020 season in Worcester County is enclosed. If these amounts are acceptable, please sign and return two copies. If you wish to revise the suggested amounts, please line through the typed amount, write the new amount, initial and return two signed two copies of the document to the Maryland Department of Agriculture. Please note that if the local and/or county share is reduced, there will be a proportional reduction of State funds allotted. Once the copies are received by the Department, both copies will be signed, one will be returned to you, and one will remain in the Department file.

Please give this matter prompt attention as mosquito control activities will be starting soon in many areas. Thank you for your continued support. I trust that our cooperative efforts will result in a successful mosquito control program in Worcester County. Please call me if you have any questions.

Sincerely,

[Handwritten signature]

Brian Prendergast
Program Manager

BFP/mes
Enclosure

cc: Kevin Conroy, Assistant Secretary

PROPOSED BUDGET
 WORCESTER COUNTY-MOSQUITO CONTROL
 CALENDAR YEAR 2020
 (FY 2021 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
Adulticide Groudspray in Participating Communities	\$200,000	None	None	\$200,000
Countywide Larvicide (Air & Ground) Surveillance	None	51,000	34,000	85,000
Ocean Pines Larvicide/Surveillance	1,500	None	1,000	2,500
Adulticide/Surveillance	16,500	None	None	16,500
Ocean City Adulticide/Surveillance	3,600	None	None	3,600
Commercial Properties** Groudspray	18,700	None	None	18,700
Airspray for Disease Suppression	None	15,000	10,000	25,000
Total Temporary	\$240,300	\$66,000	\$45,000	\$351,300
Source Reduction	None	17,940	37,260	55,200
Total	\$240,300	\$83,940	\$82,260	\$406,500

*The State appropriation is comprised of services, equipment and materials, only. Any balance in the State appropriation after expenses, is not payable and cannot be invoiced to offset local expenses.

**Commercial properties receiving mosquito control service will pay 100% of the actual cost and will be invoiced by Worcester County.

All MDA adulticiding cost, including supervision, surveillance, spray technicians, spray equipment, insecticide and supplies are 100% reimbursable to MDA.

APPROVED BY COUNTY:

APPROVED BY STATE:

 Name/Title

 Signature

 Date

Kevin Conroy, Assistant Secretary

 Name/Title

 Signature

 Date