

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863  
The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

**April 5<sup>th</sup>, 2022**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Item #       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room – Room 1101<br>Government Center, One West Market Street, Snow Hill, Maryland                                                                                                                                                                                                                                                                                                                                                             |              |
| 9:01 - Closed Session: Discussion regarding a request to promote a Benefits Specialist and certain personnel matters with human resources, receiving legal advice from Counsel, and performing administrative functions                                                                                                                                                                                                                                                                                           |              |
| 10:00 - Call to Order, Prayer (Pastor Dale Brown of the Community Church of Ocean Pines),<br>Pledge of Allegiance                                                                                                                                                                                                                                                                                                                                                                                                 |              |
| 10:01 - Report on Closed Session; Review and Approval of Minutes of the March 15 <sup>th</sup> , 2022 Meeting                                                                                                                                                                                                                                                                                                                                                                                                     |              |
| 10:02 - Commendation for Lifesaving, Lisa Wilkens; Sexual Assault Awareness Month Proclamation,<br>Life Crisis Center Director Jamie Manning; Child Abuse Prevention Month Proclamation, CRICKET<br>Center and DSS; Public Health Week Proclamation, WC Health Department; Fair Housing Month<br>Proclamation, Housing Rehabilitation Program Coordinator, Davida Washington                                                                                                                                      |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>1</b>     |
| 10:05 - Consent Agenda<br>(Tipping Fee Waiver Md Coastal Bays, PWD Propane bids, PWD Petroleum bids, PWD Custodial<br>Services bids, HR elimination of new hire benefits waiting period, Date Change OC Powerboat Race,<br>South Point Landing Special Use Permit, Pier 23 public water agreement, Notice of FY23 Budget<br>Public Hearing, Out of State Travel Request, FY22 Congressional Spending Requests, Germantown<br>School support to be included in the Beach to Bay Heritage Area Boundary)            |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>2-13</b>  |
| 10:10 - Chief Administrative Officer: Administrative Matters<br>(Seasonal Workforce Housing Presentation, County Broadband update, Public Works Police Fleet<br>Vehicle Purchase Letter, Public Works requests Mystic Harbor reserve funding for Eagles Landing,<br>Resolution for re-zoning case #433, Resolution for re-classification in Atlantic Coastal Bays mapping<br>error, Grey's Creek MOU, FY23 Budget Property Tax Constant Yield, FY23 Bond Bills Intent<br>Resolution, Upcoming Board Appointments) |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>14-23</b> |
| 10:30 - Public Hearing for Proposed Bond Refunding Bills: 2013 Series, 2014 Series, 2015 Series                                                                                                                                                                                                                                                                                                                                                                                                                   |              |
| 10:35 - Public Hearing for Proposed Ocean Pines Wastewater Treatment Plant Belt Filter Press                                                                                                                                                                                                                                                                                                                                                                                                                      |              |
| 10:40 - Public Hearing for Proposed Bond Bill for Snow Hill Middle School and Cedar Chapel School Roofs                                                                                                                                                                                                                                                                                                                                                                                                           |              |
| 10:41 - Public Hearing for Proposed Bond Bill for Stephen Decatur Middle School Addition                                                                                                                                                                                                                                                                                                                                                                                                                          |              |
| 10:42 - Public Hearing for Proposed Bond Bill for Jail Improvements Phase 2                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |
| 10:43 - Public Hearing for Proposed Bond Bill for Public Safety Logistical Storage Facility                                                                                                                                                                                                                                                                                                                                                                                                                       |              |
| 10:45 - Public Hearing for requested transfer of Parcel 0854 to Town of Berlin                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |
| 10:50 - Questions from the Press; County Commissioner's Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |
| 11:00 - Chief Administrative Officer: Administrative Matters (if necessary)                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |
| <b>Lunch</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |              |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |

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

**Hearing Assistance Units Available – see Joseph Parker, DCAO**  
**Please be thoughtful and considerate of others. \*Turn OFF all cell phones and notification during the meeting!\***

# DRAFT

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

March 15, 2022

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 Nordstrom, 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 Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, Finance Officer Phil Thompson, State's Attorney Kris Heiser, and Public Works Director Dallas Baker. Topics discussed and actions taken included the following: receiving legal advice from counsel; and performing administrative functions, including considering options for housing the State's Attorney's Office, discussing potential board appointments, and receiving an update on each of the sanitary service area operations.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:59 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 Pastor Dale Brown of the Community Church of Ocean Pines and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their March 1, 2022 meeting as presented.

The commissioners presented years-of-service commendations to retiring Fire Marshal Jeff McMahon Corporal (35 years), and County Jail Office Assistant Dorothy Hill (16 years), and Corporal Lamont Smith (13 years).

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 2-12 as follows: bid specifications for engineering services to replace bulkhead at South Point Landing; accepting a \$3,000 National Parks and Recreation grant for the Walk With Ease program; out-of-state travel for certain staff to attend the National Hurricane Conference April 11-14 in Orlando, Florida; accepting a letter from Superintendent

# DRAFT

Louis H. Taylor advising that there are no non-recurring items in the proposed FY23 Board of Education (BOE) Operating Budget and approving the required annual non-recurring expense form; issuing a letter of support for the Maryland Coastal Bays Program Stockton fish passageway project at the Big Mill Pond; County funding for the proposed 2022 Mosquito Control budget; pest control bid proposals; refuse collection bid proposals; United States Department of Agriculture grant/loan applications for the St. Martins by the Bay project; FY23 benefit recommendations from the Health Benefits Committee and PSA Insurance and Financial Services, Inc.; and a grant support letter for the Ocean City Museum Society.

Bus Contractor Lori Thompson, acting secretary for the School Bus Contractors Association (SBCA), appealed to the commissioners to approve additional increases in the student transportation portion of the requested FY23 Board of Education (BOE) Operating Budget. Specifically, she asked them to address needed increases for school bus contractors' compensation to address the mounting financial challenges facing all 69 Worcester County bus contractors as they strive to provide uninterrupted safe transportation to public school students. These challenges include bus acquisition, repair, and replacement costs, hourly rate and benefits, and rising fuel costs. Ms. Thompson stated that the proposed transportation budget included in the requested FY23 Board of Education (BOE) Operating Budget is not adequate to address these concerns and solicited their support to appropriate adequate funding. She then reviewed the history of transportation funding and advised that the BOE has denied the SBCA's appeal to reconsider additional increases to two line items for SBCA compensation, and she asked the commissioners to approve this additional needed funding to assure continued, undisrupted bus transportation. This includes increasing the hourly wage by \$1.29 to \$26.29 per hour for a total increased cost of \$80,110 and increasing the mileage reimbursement rate by \$0.18 per mile to \$1.80 per mile for a total additional cost of \$223,560 for an overall budget increase of \$303,670 in the FY23 transportation budget. This represents an increase of \$6,939 per bus contractor. Ms. Thompson answered questions from Commissioners Bertino and Mitrecic regarding the per vehicle allotment (PVA) that is paid to bus contractors at a rate of \$20,000 a year over the lifespan of each bus, and provided several recent examples in which repair and maintenance costs exceeded the annual PVA allotments.

Following some discussion, Commissioner Purnell thanked members of the SBCA for meeting with them and agreed to discuss their request with BOE officials during FY23 budget deliberations.

The commissioners conducted a public hearing on Rezoning Case No. 433 for an application submitted by Hugh Cropper, IV on behalf of M. Stephen and Rita D. Ailstock, property owners, which seeks to rezone approximately 105.34 acres of land located on the southeasterly side of Dividing Creek Road and Cellar House Road, northeast of Whitesburg Road, and more specifically identified on Tax Map 69 as Parcel 76, from Resource Protection District to A-1 Agricultural District. County Attorney Roscoe Leslie swore in those individuals who planned to give testimony during the hearing. Development Review and Permitting Deputy Director (DRP) Gary Pusey reviewed the application, which received a favorable recommendation from the County Planning Commission. He stated that according to the application for rezoning, the applicants' claim as the basis for their rezoning request was that there was a mistake in the existing zoning. He then entered the Planning Commission's Findings

# DRAFT

of Fact.

Commissioner Mitrecic opened the floor to receive public comment.

Mr. Cropper reviewed the history of this property, noting that it is completely surrounded on all sides by lands zoned A-1, resulting in spot zoning and limiting the uses of the property.

Environmental Consultant Chris McCabe confirmed that this property is designated as A-1 in the County's comprehensive plan, and A-1 is more consistent with the uses on the property.

Surveyor Frank Lynch, Jr. advised that A-1 zoning is more desirable in terms of Comprehensive Plan.

Assateague Coast Keeper Gabby Ross opposed rezoning the property due to the presence of wetlands, and she expressed concerns that the proposed rezoning amounts to peace-meal zoning.

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

Upon a motion by Commissioner Bunting, the Commissioners conceptually adopted the Planning Commission's Findings of Fact as their own and approved the rezoning from RP District to A-1 District, based on a mistake in the existing zoning.

The commissioners conducted a public hearing to receive public comment on Emergency Bill 22-1 (Zoning – Townhouses), which was introduced by Commissioners Church, Mitrecic, Elder, and Nordstrom, and Purnell on March 1, 2022. DRP Director Jennifer Keener reviewed the bill, which would amend ZS 1-313(b) Townhouses to modify a section of the bill establishing the maximum length and overall number of units that an individual townhouse building may contain to make it a design recommendation, rather than a requirement. In response to a question by Commissioner Bertino, Ms. Keener stated that Attorney Hugh Cropper requested the bill be adopted as emergency legislation to allow his client to move forward with a project.

Commissioner Mitrecic opened the floor to receive public comment.

Mr. Cropper advised that as of 2009 all new townhouse projects have been required to go through a long process, and he urged the commissioners to adopt Emergency Bill 22-1, as it would give the Planning Commission greater flexibility in approving these types of projects.

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

Upon a motion by Commissioner Nordstrom, the commissioners unanimously adopted Emergency Bill 22-1 (Zoning – Townhouses) as presented.

The Commissioners met with Environmental Programs Director and Sewer Committee representative Bob Mitchell to review a request from Hugh Cropper, attorney for Sea Oaks Village, LLC, for the allocation of 19 equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve Phase II of this development. Phase II includes 76 townhomes and recreation facilities on parcel identified on Tax Map 26 as Parcel 274.

Upon a motion by Commissioner Purnell, the Commissioners unanimously approved Option 1 to approve the allocation of 19 EDUs, with 12 from the Infill and Intensification category and 7 from the Single Family Dwelling category of Area 1.



Pursuant to the request of Mr. Mitchell and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to designate one space within the Washington Street parking lot for use as a Delmarva Power electric vehicle charging station at no cost to the County.

Pursuant to the request of Library Director Jennifer Ranck and upon a motion by Commissioner Bunting, the commissioners unanimously authorized Library staff to apply for a grant from EBSCO to install solar panels at the Berlin Branch Library construction project. Ms. Ranck advised that if approved EBSCO will pay for the initial installation, and the County will own the system and be responsible for all post-installation and ongoing maintenance of the solar array.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved County building automation system upgrades at a cost of \$248,840.

The commissioners met with Chief Administrative Officer Weston Young to review the requested FY23 Operating Budget, which includes estimated revenues of \$218,040,884 and requested expenditures of \$229,285,111. Mr. Young explained that leaves a shortfall of \$11,244,227, which must be reconciled either with reductions in expenditures, additional revenues, or a combination of the two. He then advised that the commissioners will conduct budget work sessions on March 22 and 29, and the public hearing will take place on May 3 at 7 p.m.

Upon a motion by Commissioner Bertino, the commissioners directed department heads to revisit their budgets and identify possible reductions.

Commissioner Bertino stated that this year's BOE maintenance of effort (MOE) has increased by \$1.8 million due to an unfair State funding formula. He further noted that this formula has resulted in an increase of \$10 million in the MOE over the past five years. Therefore, he proposed seeking outside legal counsel to provide them with options within the month to have the State address the escalator clause. Commissioner Nordstrom concurred and requested members of the Eastern Shore Delegation meet with them to discuss this and other unfunded mandates. Commissioner Mitrecic agreed that the formula is unfair, but felt that suing the State would not be a productive move and felt that it would be better to pursue diplomatic channels. Commissioner Elder concurred. Commissioner Bertino stated that he was not at all suggesting a lawsuit. Rather, he noted that the Kirwan Commission was tasked with and failed to revisit this flawed funding formula, and he would like to see what options are available to the County to address this. Commissioner Bunting concurred, noting that Worcester County is a Code Home Rule County, and he would be interested in seeing where the County stands if they refuse to pay the escalator.

Following some discussion and upon a motion by Commissioner Bertino, the commissioners voted 5-2, with Commissioners Elder and Mitrecic voting in opposition, to retain outside legal counsel to provide the commissioners with options to address the State funding mechanism for the maintenance of effort.

Mr. Young reviewed the budget adoption schedule for the Solid Waste and Water and

# DRAFT

Wastewater Enterprise Fund Operating Budgets, with a budget work session on March 22, public hearings on June 7, and budget adopted on June 21.

Vince Tolbert, chief financial officer for the Board of Education (BOE), advised the commissioners that the draft MOE calculation for FY23 would result in an increase of \$1,843,629 in County funding; however, he noted that this level would not allow the BOE to meet its FY23 budget requests, which are outlined in the proposed FY23 BOE Operating Budget.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bertino, the commissioners unanimously agreed to appoint Rebecca Colt Ferguson to the Social Services Advisory Board on behalf of Commissioner Mitrecic.

Upon a nomination by Commissioner Nordstrom, the commissioners unanimously agreed to reappoint Glen Holland to the Agricultural Preservation Advisory Board and Mark Frostrom to the Initiative to Preserve Families Board (Local Management Board), and to appoint Shelly Daniels to Social Services Advisory Board.

Upon additional nominations by Commissioner Nordstrom, the commissioners unanimously agreed to reappoint Roberta Baldwin and Melissa Banks to the Adult Public Guardianship Board.

Upon a motion by Commissioner Elder, the commissioners unanimously agreed to appoint Jaclyn Sturgis to the Drug and Alcohol Abuse Council.

Upon a motion by Commissioner Church, the commissioners voted 4-3, with Commissioners Bertino, Bunting, and Elder voting in opposition, to revisit a proposed amendment to the Water and Sewerage Plan to expand the sewer planning area for the Town of Pocomoke City to serve the Royal Farms at 2497 Lankford Highway in New Church, Virginia.

Upon a motion by Commissioner Nordstrom, the commissioners unanimously agreed to add one new member from the Pocomoke district to the Fire and EMS committee.

Commissioner Mitrecic presented a certificate from the 4H Voyagers to Worcester County staff members for their support of the 6<sup>th</sup> annual Operation We Care donations for deployed military men and women.

Upon a motion by Commissioner Nordstrom, the commissioners unanimously authorized Commission President Mitrecic to give oral testimony before the Maryland General Assembly via Zoom later that afternoon to express the commissioners' support of House Bill 897 – Sports Entertainment Facilities Act of 2022, as amended. This bill would authorize the Maryland Stadium Authority to issue certain bonds to finance site acquisition, design, and construction of any portion of a certain sports entertainment facility subject to certain limitations.

Upon a motion by Commissioner Bertino, the commissioners unanimously agreed to conduct a work session with Talkie to receive an update on the status of broadband in the County.

# DRAFT

The commissioners answered questions from the press, after which they adjourned to meet in closed session.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to meet in closed session at 12:10 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 Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Public Works Director Dallas Baker. Topics discussed and actions taken included the following: receiving legal advice from counsel; and performing administrative functions, including receiving an update on each of the sanitary service area operations and the FY22 monthly financial update.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 12:30 p.m.

The commissioners adjourned to meet again on April 5, 2021.

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OFFICE OF THE  
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21863-1195

COMMISSIONERS  
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JAMES C. CHURCH  
JOSHUA C. NORDSTROM  
DIANA PURNELL

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JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, the commissioners stand with Worcester County Health Department (WCHD) professionals to champion the role of the public health system during National Public Health Week 2022 and to recognize that together we can make our communities healthier, stronger, and safer; and

**WHEREAS**, in recognition of Public Health Week, the WCHD will host the Debbie Goeller Excellence in Health Award and the Tortoise and Hair Dare 5k walk/run at Pocomoke State Park-Shad Landing on April 9.

**NOW, THEREFORE**, we, the County Commissioners of Worcester County, Maryland, do hereby proclaim the week of April 4 - 10, 2022 as **Public Health Week** and commend the dedication of all public health workers, students, and volunteers to meet the health needs of area residents.

Executed under the Seal of the County of Worcester, State of Maryland, this 5<sup>th</sup> day of April, in the Year of Our Lord Two Thousand Twenty-Two.



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Joseph M. Mitrecic, President

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DIANA PURNELL

## PROCLAMATION

**WHEREAS**, each April, we celebrate the passage of the Fair Housing Act of 1968 and promote the Worcester County Housing Rehabilitation Program, which plays a key role locally in furthering the principles of safe, stable housing by assisting eligible low to moderate income individuals and families obtain grants and loan funding for general rehabilitation, pesticide inspection and treatment, and lead abatement services; and

**WHEREAS**, since instituting the housing rehabilitation program in 1987, the county has rehabilitated 10 to 12 houses each year, thus mitigating unsuitable living conditions and improving the quality of living for Worcester County citizens.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim April as **Fair Housing Month** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 5<sup>th</sup> day of April, in the Year of Our Lord Two Thousand Twenty-Two.



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## PROCLAMATION

**WHEREAS**, effective child abuse prevention and support efforts to child victims and families succeed because of partnerships created among local law enforcement, human service agencies, legal experts, health care providers, mental health experts, and other agencies dedicated to improving the lives of children; and

**WHEREAS**, Maryland has adopted laws to protect child victims' rights and provide essential services, our public and private sectors must continue to work cooperatively to maintain and improve programs and legislation that will benefit these youngest and most vulnerable victims.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, proclaim April as **National Child Abuse Prevention Month** and urge citizens, community agencies, health providers, elected officials, schools, and businesses to collaborate with The CRICKET Center and Department of Social Services to support child victims of maltreatment and to prevent child abuse and strengthen the community in which we live.

Executed under the Seal of the County of Worcester, State of Maryland, this 5<sup>th</sup> day of April, in the Year of Our Lord Two Thousand Twenty-Two.



\_\_\_\_\_  
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## PROCLAMATION

**WHEREAS**, sexual harassment, assault, and abuse can happen anywhere and to anyone. Last year the Life Crisis Center (LCC) provided sexual assault services – including counseling, medical and legal advocacy, victims' rights assistance, and crisis hotline services – to 448 child and adult survivors of sexual violence.

**WHEREAS**, the LCC also offers sexual violence education and prevention services, including *Bringing in the Bystander*, in which they trained over 1,000 individuals, coaches, and athletes attending area colleges and universities to recognize that everyone has a role to play in ending violence against women by speaking up and intervening; and *Darkness to Light*, in which LCC works to bring child safety best practices to the attention of the broader cultural conversation and empower adults to prevent child sexual abuse.

**NOW, THEREFORE**, we, the County Commissioners of Worcester County, Maryland, proclaim April as **Sexual Assault Awareness Month** and urge all in the community to partner with the LCC to prevent sexual abuse.

Executed under the Seal of the County of Worcester, State of Maryland, this 5<sup>th</sup> day of April, in the Year of Our Lord Two Thousand Twenty-Two.



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COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, on January 31, 2021, Lisa Wilkens, a zoning inspector within Development Review and Permitting (DRP), was completing inspections in the vicinity of Whaleyville when she witnessed a woman in medical distress who had collapsed on her steps; and

**WHEREAS**, Ms. Wilkens intervened by calling 911, providing a blanket and comfort to the victim until public safety personnel arrived, accompanying her to the hospital in the ambulance, and visiting her several times thereafter to check in on her progress. The victim has since recovered thanks in large part to the immediate assistance given by Ms. Wilkens.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **DRP Zoning Inspector Lisa Wilkens** for her heroic actions.

Executed under the Seal of the County of Worcester, State of Maryland, this 5<sup>th</sup> day of April, in the Year of Our Lord Two Thousand Twenty-One.



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**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
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DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

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

## MEMORANDUM

**TO:** Weston Young, P.E., Chief Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director  
**DATE:** March 29, 2022 *Dallas Baker*  
**SUBJECT:** Tipping Fee Waiver

Public Works, Solid Waste Division has received a request to waive tipping fees from the Maryland Coastal Bays Program for a community shoreline and bay trash clean up days on May 15, 2022 and October 2, 2022. The program utilizes local volunteers from businesses, student organizations, community groups, and watermen to remove trash and other debris from the shoreline and from within the bay itself. A local business is donating the use of a roll off dumpster. Maryland Coastal Bays Program hosted this event for the past two years and removed several tons of debris each time. When transported to the landfill, the tipping fees came to approximately \$500. This year, the event organizers are requesting the waiver of those fees once again.

cc: Mike Mitchell



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**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

**TO: Weston Young, P.E., Chief Administrative Officer**  
**FROM: Dallas Baker Jr., P.E., Director** *Dallas Baker Jr.*  
**DATE: March 29, 2022**  
**SUBJECT: Bid Specifications for Propane Gas**

\*\*\*\*\*

Public Works is requesting Commissioner approval to advertise the attached bid package for Propane Delivery Service at the various County facilities listed in the bid package. The current contract was awarded in 2017, extended to 2022, but expires May 31st. This bid package is being advertised to prevent the loss of propane delivery services at County facilities. The current contractor has agreed to honor the existing service agreement until a new contract is in place.

The new contract would be in effect for two years commencing on June 1, 2022 and ending May 31, 2024. We have also asked for informational pricing for additional years 3-5 ending May 31, 2027. The table below illustrates funding that has been approved in the FY22 budget. FY23 budget requests and subsequent approvals should provide the necessary funding for the balance of the service.

<u>DEPARTMENT</u>	<u>ACCOUNT NO.</u>	<u>APPROVED BUDGET</u>
Radio Towers	100.1102.045.6550.086	\$1,500.00
Fire Training Center	100.1105.197.6550.120	\$2,000.00
DPW-Administration	100.1201.6550.120	\$7,000.00
Animal Control Incinerator	100.1101.040.6110.135	\$6,000.00
Animal Control-Admin.	100.1101.040.6550.120	\$5,000.00
Solid Waste Div-Admin.	680.7002.6550.020	\$5,000.00
Solid Waste-Recycle	680.7003.6550.XXX	
Isle of Wight Office Bldg.	100.1090.060.6550.120	\$3,000.00
Roads Division	100.1202.6550.120	\$5,500.00
Water Wastewater Division	555.8003.6500.030	\$2,200.00
<b>TOTAL</b>		<b>\$37,200.00</b>

Should you have any questions, please feel free to contact me at 410-632-5623.

Attachments

cc: Michael Hutchinson, Maintenance Superintendent

**NOTICE TO BIDDERS**  
**Purchase of Propane Gas**  
**Worcester County Government Facilities and Generators**

The Worcester County Commissioners are currently accepting bids for the purchase of propane gas for County Government buildings and emergency stand-by generators located throughout the County for a period of two years plus informational pricing for additional years of service. 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, may be obtained online at [www.co.worcester.md.us](http://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 p.m., Monday May 2, 2022** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes will be marked **“2022 Propane Gas 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 herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate.

All inquiries will be directed to Michael N. Hutchinson, Maintenance Superintendent via email at [mhutchinson@co.worcester.md.us](mailto:mhutchinson@co.worcester.md.us) or office at (410) 632-3766.

## INSTRUCTIONS TO BIDDERS

1. **BIDS**

Bids shall be submitted in sealed envelopes on or before Monday, May 2, 2022 at 1:00 pm and clearly marked in the lower left-hand corner “**Propane Gas Bid**”. Bidders shall include all listed locations in bid. Partial or incomplete bids will not be accepted.

2. **BID DUE DATE**

Bids should be mailed or hand carried to be received in the Office of the County Commissioners located at the Worcester County Government Center, 1 W. Market Street, Room 1103, Snow Hill, Maryland 21863 by or before **Monday, May 2, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

3. **CONTRACTOR INVOICES**

The Contractor must provide a monthly itemized invoice stating location, date of service and amounts to the DPW-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. The mark-up amount will not change for the stated bid duration. Increased fees for additional/added services will only be approved upon written justification and with administrative approval.

4. **TERM OF CONTRACT**

This contract will be in effect for two years commencing with June 1, 2022 and ending May 31, 2024. The County Commissioners may elect to extend the contract for up to three additional years (years 3 through 5) based on the additional pricing stated on the bid form. All additional pricing submitted on the bid form shall remain valid through year May 31, 2027. The service schedule may be changed without cause if the County so elects. However, the County will provide 30 day advance written notice of its intent to revise the service schedule. Changes that may affect the contracted service may include but are not limited to; increase or reduction in the service sites.

5. **INDEMNIFICATION**

The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

6. **INDEPENDENT CONTRACTOR**

A. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.



## ITEM 3

- B. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- C. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

### 7. **LICENSE and INSURANCE**

- A. Contractor will provide a valid copy of their company's business license applicable for the work described in this contract. A copy of their business license shall be included at the time of bid submission. The business license must be renewed and valid for the term of the contract.
- B. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing a minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- D. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- E. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- F. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

### 8. **STANDARD TERMS and CONDITIONS**

Separate of this bid document are the Standard Terms and Conditions for Worcester County. This document will be attached to the executed contract agreement. If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

### 9. **RESPONSIBILITY of CONTRACTOR**

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

## ITEM 3

- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- C. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

10. **TAXES**

The County is exempt from all Federal and State taxes. Your prices should reflect same.

11. **SCOPE OF WORK**

Install propane tanks, sized as required and connect Bidder-supplied tanks to existing equipment and buildings as necessary. Supply and deliver propane gas to County facilities and equipment/generators.

12. **TANK LOCATIONS & ANCHORAGE**

Tank locations and the County's overall annual consumption are contained in this bid document. Be advised the County reserves the right to change tank sizes, add or delete locations as it becomes necessary in the best interest of the County.

The County may elect to have this Bidder/vendor install anchorage on County-owned tanks and pay for this service as an extra charge at the 3 locations located in a flood zone.

- 2 – 1000 Gallon Tanks at 6841 Central Site Lane
- 1 – 1000 Gallon Tank at 6572 Snow Hill Road

## 13. **SPECIFICATIONS/QUALIFICATIONS**

- Signage...all tanks supplied by the Bidder shall be clearly marked or labeled with appropriate placards in accordance of all applicable rules, regulations and codes as governed by the Authority having jurisdiction.
- All invoicing shall be broken down to reflect;
  - 1) Bidder's purchase price for the product on the day it was delivered to the County as referenced from the Mont Belvieu, Texas rack average pricing report as provided by OPIS. The rack average report shall accompany the invoices submitted to the County.
  - 2) Bidder's pricing markup as represented in the Bid Form.
  - 3) Total combined per gallon cost for the product from the wholesale supplier plus the Bidder's markup. The total invoiced delivered price per gallon shall include all profit, overhead, transportation, fees and all other associated costs borne by the Bidder to deliver the product to the listed County locations.
  - 4) The County shall have the right to request wholesale/terminal supplier invoices and final Straight Bill of Lading receipts as backup information for the product sold to the County.
- All deliveries must be metered at the point of delivery with field delivery tickets, as backup for invoicing, provided with all invoicing.
- All buildings shall be on an automatic fill-up schedule.
- All generator tanks shall be filled on an automatic fill-up schedule. Pre-storm, post-storm or loss of electrical events may require the generator tanks to be filled on an emergency basis. Notification by the County or its representative shall be given to the vendor and the County will require that the generator tanks be filled immediately to support the County's Emergency Services (911) radio communication operations.

## 14. **BID PRICE**

Shall be the amount of Bidder's markup per gallon based on the Mont Belvieu, Texas rack average price on April 25, 2022 as referenced from the informational report provided by OPIS. The rack average price, as obtained from OPIS and as selected by the Bidder, shall be circled on the referenced OPIS report and a copy of the report shall be attached to the Bidder's Bid Form by the Bidder and is made a part of the bid. The Bidder's markup per gallon shall include all overhead, profit, transportation, fees, taxes, freight, etc. as is required to deliver the product to the Worcester County facility as listed on the Bid Location Schedule. The Bidder's product markup will be the basis for this bid award.

## 15. DELIVERY LOCATIONS

ID	FACILITY	STREET ADDRESS	TOWN	Above Ground QTY. & SIZE	Under Ground QTY. & SIZE
1	MARYLAND STATE POLICE	9758 Ocean Gateway	BERLIN	1-1,000 gal.	
2	PUBLIC WORKS-ROADS DIVISION EQUIP. BLDG.	10146 N. Main St. Ext.	BERLIN	4-100 gal.	
3	ISLE OF WIGHT SERVICE BLDG.	13070 St. Martins Neck Rd.	BISHOPVILLE	1-1,000 gal.	
4	FIRE TRAINING CTR	6743 Central Site Lane	NEWARK		1-500 gal. (est.)
5	PUBLIC WORKS-SOLID WASTE DIVISION - ADMIN. BLDG.	7091 Central Site Lane	NEWARK	1-500 gal.	
6	PUBLIC WORKS-SOLID WASTE DIVISION - RECYCLE BLDG.	7091 Central Site Lane	NEWARK	1-1,000 gal.	
7	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	
8	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	
9	PUBLIC WORKS-WATER WASTEWATER DIVISION-ADMIN. BLDG.	1000 Shore Lane	OCEAN PINES	3-1,000 gal.	
10	RADIO TOWER	2630 Klej Grange Road	POCOMOKE	1-1,000 gal.	
11	RADIO TOWER	1637 Dun Swamp Rd.	POCOMOKE	1-1,000 gal.	
12	ANIMAL CONTROL-ADMIN. BLDG.	6207 Timmons Road	SNOW HILL		1-300 gal. (est.)
13	ANIMAL CONTROL- INCINERATOR	6207 Timmons Road	SNOW HILL	1-1,000 gal.	
14	PUBLIC WORKS-FLEET MAINT. SHOP	6113 Timmons Road	SNOW HILL	1-500 gal.	
15	PUBLIC WORKS-MAINT. DIVISION ADMIN BLDG.	6113 Timmons Road	SNOW HILL	1-500 gal.	
16	PUBLIC WORKS-ROADS DIVISION ADMIN. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	
17	PUBLIC WORKS-ROADS DIVISION EQUIP. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	
18	PUBLIC WORKS-ROADS DIVISION SIGN SHOP	5764 Worcester Hwy.	SNOW HILL	2-100 gal.	
19	NASSAWANGO RADIO TOWER	6572 Snow Hill Rd.	SNOW HILL	1-1000 gal.	
20	MYSTIC HARBOR RADIO TOWER	9624 Stephen Decatur Hwy.	BERLIN	1-1000 gal.	



## 16. Tank Owner

ID	FACILITY	STREET ADDRESS	TOWN	AG QTY. & SIZE	Tank Owner Cty./Vendor
1	MARYLAND STATE POLICE	9758 Ocean Gateway	BERLIN	1-1,000 gal.	County
2	PUBLIC WORKS-ROADS DIVISION EQUIP. BLDG.	10146 N. Main St. Ext.	BERLIN	4-100 gal.	Vendor
3	ISLE OF WIGHT SERVICE BLDG.	13070 St. Martins Neck Rd.	BISHOPVILLE	1-1,000 gal.	County
4	FIRE TRAINING CTR	6743 Central Site Lane	NEWARK	Underground	County
5	PUBLIC WORKS-SOLID WASTE DIVISION - ADMIN. BLDG.	7091 Central Site Lane	NEWARK	1-500 gal.	Vendor
6	PUBLIC WORKS-SOLID WASTE DIVISION - RECYCLE BLDG.	7091 Central Site Lane	NEWARK	1-1,000 gal.	Vendor
7	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	Vendor
8	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	Vendor
9	PUBLIC WORKS-WATER WASTEWATER DIVISION-ADMIN. BLDG.	1000 Shore Lane	OCEAN PINES	3-1,000 gal.	County
10	RADIO TOWER	2630 Klej Grange Road	POCOMOKE	1-1,000 gal.	County
11	RADIO TOWER	1637 Dun Swamp Rd.	POCOMOKE	1-1,000 gal.	County
12	ANIMAL CONTROL-ADMIN. BLDG.	6207 Timmons Road	SNOW HILL	Underground	County
13	ANIMAL CONTROL-INCINERATOR	6207 Timmons Road	SNOW HILL	1-1,000 gal.	Vendor
14	PUBLIC WORKS-FLEET MAINT. SHOP	6113 Timmons Road	SNOW HILL	1-500 gal.	Vendor
15	PUBLIC WORKS-MAINT. DIVISION ADMIN BLDG.	6113 Timmons Road	SNOW HILL	1-500 gal.	Vendor
16	PUBLIC WORKS-ROADS DIVISION ADMIN. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	Vendor
17	PUBLIC WORKS-ROADS DIVISION EQUIP. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	Vendor
18	PUBLIC WORKS-ROADS DIVISION SIGN SHOP	5764 Worcester Hwy.	SNOW HILL	2-100 gal.	Vendor
19	NASSAWANGO RADIO TOWER	6572 Snow Hill Rd.	SNOW HILL	1-1000 gal.	County
20	MYSTIC HARBOR RADIO TOWER	9624 Stephen Decatur Hwy.	BERLIN	1-1000 gal.	County

## WORCESTER COUNTY COMMISSIONERS 2022 PROPANE GAS BID FORM

We submit this bid for supplying Propane Gas based on the requirements of the Bid Documents contained herein and the attached OPIS report.

<b><u>PRICE</u> Markup per Gallon Two Year YR. 1-2</b>	<b><u>PRICE</u> Markup per Gallon One Year YR. 3</b>	<b><u>PRICE</u> Markup per Gallon One Year YR. 4</b>	<b><u>PRICE</u> Markup per Gallon One Year YR. 5</b>
\$____._____	\$____._____	\$____._____	\$____._____

### **BID MUST BE SIGNED TO BE CONSIDERED**

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

## EXHIBIT A

Worcester County Maryland  
Standard Terms

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

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

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

**10. Insurance Requirements.**

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

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

**12. Ownership of Documents; Intellectual Property.**

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

- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
- 13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
- 14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
- 15. **Remedies.**
  - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
  - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
  - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
- 16. **Responsibility of Contractor.**
  - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
  - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
  - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

**2022 PROPANE GAS  
BIDDERS LIST**

Cato Oil, Inc. Post Office Box 1030 Salisbury, Maryland 21803 Telephone: 410-546-1215 Fax: 410-546-0757 Email: <a href="mailto:philt@catoinc.com">philt@catoinc.com</a>	Peninsula Propane 40 S. Market Street Seaford, DE 19973 Telephone: 302-629-3001 Fax: 302-629-3870 Email: <a href="mailto:ljanocha@superiorplusenergy.com">ljanocha@superiorplusenergy.com</a> Email: <a href="mailto:btruitt@superiorplusenergy.com">btruitt@superiorplusenergy.com</a>
Pep Up, Inc 1211 Ocean Highway Pocomoke, MD. 21851 Telephone: 410-957-9535 Fax: 410-957-9537 Email: <a href="mailto:ahorner@pepupinc.com">ahorner@pepupinc.com</a>	Scarborough Oil Company Post Office Box 334 Snow Hill, Maryland 21863 Telephone: 410-632-0151 Fax: 410-632-3594 Email: <a href="mailto:scarborough1013@verizon.net">scarborough1013@verizon.net</a>
Sharp Energy 648 Ocean Highway Pocomoke, MD 21851 Telephone: 410-957-0422 Fax: 410-957-0716 Email: <a href="mailto:crantz@chpk.com">crantz@chpk.com</a>	





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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

## MEMORANDUM

**TO: Weston Young, P.E., Chief Administrative Officer**  
**FROM: Dallas Baker, P.E., Director of Public Works**  
**DATE: March 29, 2022**  
**SUBJECT: 2022 Bid Specifications for Petroleum Products**

\*\*\*\*\*

### 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

Public Works is requesting Commissioner approval to advertise the attached bid package for Petroleum Product Delivery Service at the various County facilities listed in the bid package. The current contract was awarded in 2017, extended to 2022, but expires April 30. This bid package is being advertised to prevent the loss of petroleum delivery services at County facilities. The current contractor has agreed to honor the existing service agreement until a new contract is in place.

The new contract would be in effect for two years commencing on May 1, 2022 and ending April 30, 2024. We have also asked for informational pricing for additional years 3-5 ending April 30, 2027. The table below illustrates funding that has been approved in the FY22 budget. FY23 budget requests and subsequent approvals should provide the necessary funding for the balance of the service.

Building/Equipment	Account Number	Approved Budget
Pocomoke Library-Heating	100.1603.310.6550.110	\$5,000.00
Pocomoke Service Bldg.-Heating	100.XXX.310.6550.110	\$13,500.00
Court House-Heating	100.1090.050.6550.110	\$30,000.00
Tourism/Economic Dev. Bldg.-Heating	100.1090.075.6550.110	\$2,000.00
Solid Waste-Off Road Equip Storage	680.7002.6540.070	\$130,000.00
Recycle - Equipment	100.1206.6540.070	\$12,000.00
Government Ctr. - Generator	100.1090.070.6550.085	\$800.00
Berlin Health - Generator	100.1301.320.6550.085	\$350.00
Snow Hill Health - Generator	100.1301.300.6550.085	\$900.00
Fire Training Ctr. - Generator	100.1105.197.6550.085	\$300.00
Snow Hill Roads	100.1202.6550.085	\$300.00
Recreation Ctr. - Generator	100.1601.400.6550.085	\$700.00

## ITEM 4

<b>Building/Equipment</b>	<b>Account Number</b>	<b>Approved Budget</b>
SH Comm. on Aging - Generator	100.1401.300.6550.085	\$200.00
Berlin Comm. on Aging - Generator	100.1401.320.6550.085	\$0.00
Jail/Detention Ctr. - Generators	100.1103.6550.100	\$5,000.00
Jail Facility	100.1103.6550.110	\$200,000.00
WWW – 18 Various Generator Locations	XXX.6500.010	\$645,000.00

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

Attachments

cc: Michael Hutchinson, Maintenance Superintendent

**NOTICE TO BIDDERS**  
**Purchase of Petroleum Products**  
**Worcester County Government Facilities and Equipment**

The Worcester County Commissioners are currently accepting bids for the purchase of petroleum products via delivery service for County Government buildings, generators in various locations throughout the County, and off-road vehicles for the Public Works Solid Waste Division for a period of two years, with an option to extend for up to a total of five years. Bid specification packages and bid forms are available at [www.co.worcester.md.us](http://www.co.worcester.md.us) or from the Office of the County Commissioners - Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863. **Sealed bids will be accepted until 1:00 p.m., Monday, April 25, 2022** the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes will be marked “**2022 Petroleum Products 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 herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate.

All inquiries will be directed to Michael N. Hutchinson, Maintenance Superintendent via email at [mhutchinson@co.worcester.md.us](mailto:mhutchinson@co.worcester.md.us) or office at (410) 632-3766.

**INSTRUCTIONS TO BIDDERS****1. BIDS**

Bids shall be submitted in sealed envelopes on or before Monday, April 25, 2022 at 1:00 pm and clearly marked in the lower left-hand corner **“Petroleum Products Bid”**.

Bidders shall submit an itemized, per building in bid in one sealed bid packet with one monthly total. Bidders shall include all facilities in bid. Partial or incomplete bids will not be accepted.

**2. BID DUE DATE**

Bids should be mailed or hand carried to be received in the Office of the County Commissioners located at the Worcester County Government Center, 1 W. Market Street, Room 1103, Snow Hill, Maryland 21863 by or before **Monday, April 25, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

**3. CONTRACTOR INVOICES**

The Contractor must provide a monthly itemized invoice stating location, dates of service and amount to the DPW-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. These amounts will not change for the stated bid duration. Increased fees for additional/added services will only be approved upon written justification and with administrative approval.

**4. TERM OF CONTRACT**

This contract will be in effect for two years commencing with May 1, 2022 and ending April 30, 2024. The County Commissioners may elect to extend the contract for up to three additional years (years 3 through 5) based on the additional pricing stated on the bid form. All additional pricing submitted on the bid form shall remain valid through year April 30, 2027. The service schedule may be changed without cause if the County so elects. However, the County will provide 30 day advance written notice of its intent to revise the service schedule. Changes that may affect the contracted service may include but are not limited to; increase or reduction in the service sites.

**5. INDEMNIFICATION**

The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

**6. INDEPENDENT CONTRACTOR**

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

**7. LICENSE and INSURANCE**

- A. Contractor will provide a valid copy of their company's business license applicable for the work described in this contract. A copy of their business license shall be included at the time of bid submission. The business license must be renewed and valid for the term of the contract.
- B. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- D. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- E. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- F. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

**8. STANDARD TERMS and CONDITIONS**

Separate of this bid document are the Standard Terms and Conditions for Worcester County. This document will be attached to the executed contract agreement. If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

**9. RESPONSIBILITY of CONTRACTOR**

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- C. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

## 10. **SCOPE OF SUPPLY**

- Provide heating and generator fuel as specified for a two-year period.
- Tank-wagon delivery of fuel oil and kerosene to various County Government Buildings, generators and off-road equipment at the Department of Public Works Solid Waste Division.
- Transport/Tanker delivery of fuel oil to the Worcester County Jail.

## 11. **QUANTITIES**

The following product approximate quantities were provided to Worcester County for our fiscal year 2021.

- Ultra Dyed Low Sulfur Diesel (15 PPM) delivered by Tank-wagon to building heating boilers, off-road equipment and generators...65,618 gallons
- Low Sulfur Diesel (500 PPM) delivered by Transport/Tanker to the Jail...76,234 gallons
- Dyed Kerosene...1020 gallons

Quantities are approximate. The County reserves the right to increase or decrease the amounts stated by 15%. The County also reserves the right to award combined or separate bids.

## 12. **TANK LOCATIONS and SIZES**

Tank locations and sizes are provided on separate schedules attached herein. Be advised the County reserves the right to change, add or delete locations and tank sizes as it becomes necessary in the best interest of the County.

## 13. **BID PRICE**

Shall be the amount of Bidder/Supplier markup per gallon based on the rack average price on **April 15, 2022** for the following products and specified terminal per the information/report provided by OPIS. The corresponding OPIS report shall be attached to the Bidder's Bid Form by the Bidder and is made a part of the bid.

PRODUCT	OPIS REFERENCE/TERMINAL
Ultra Dyed Low Sulfur Diesel	Salisbury, MD
Dyed Low Sulfur Diesel (Tanker Loads)	Baltimore, MD
Dyed Kerosene	Baltimore, MD

**14. SPECIFICATIONS**

- A. Ultra Dyed Low Sulfur Diesel (15 PPM) shall be provided to County buildings heated with oil-fired boilers as listed plus the County generators as listed including the Jail and the Department of Public Works- Solid Waste Division Off Road Equipment.
- B. Dyed Low Sulfur Diesel (500 PPM) shall be provided by Transport/Tanker delivery to the Jail. Note: Ultra Dyed Low Sulfur Diesel may be substituted as needed to complete tank fill ups when the Jail's underground tanks are near capacity.
- C. Dyed Kerosene shall be provided to the Department of Public Works- Solid Waste Division
- D. Less than transport loads must be metered at delivery point.
- E. All deliveries must have delivery ticket signed by a County employee.
- F. A copy of the delivery slip must be attached to the monthly invoice(s).
- G. Generator fill-ups are to be made on an on-call basis unless specified (minimum 24 hours notice will be provided).
- H. Fuel oil deliveries for building heating equipment will be set up on an automatic fill-up schedule unless otherwise stated.
- I. Deliveries to DPW - Solid Waste Division will be set up on an automatic fill-up schedule.
- J. All emergency calls will be responded to within a two hour time limit with notification of requested fuel delivery.
- K. Invoiced pricing to the County will be the supplier's purchased price per gallon, based on the rack average price per gallon for the day the product was delivered, plus the supplier's mark up in accordance of the markup stated on the Bid Form attached herein. All invoices shall have accompanying support (OPIS reports) that shall include rack average pricing as provided from the Salisbury, MD or Baltimore, MD terminal as made a part of the Bid Documents. All invoiced amounts shall include all overhead, profit, transportation, fees, taxes, freight, etc. as is required to deliver the product to the Worcester County facility as listed on the Bid Location Schedule.



## 2022 PETROLEUM PRODUCTS BID FORM

We submit this bid for the following products based on the aforementioned 2022 Petroleum Products Bid Specifications.

ITEM	PRODUCT	<u>PRICE</u> Markup per Gallon YR. 1-2	<u>PRICE</u> Markup per Gallon YR. 3	<u>PRICE</u> Markup per Gallon YR. 4	<u>PRICE</u> Markup per Gallon YR. 5
1	Ultra Dyed Low Sulfur Diesel	\$____._____	\$____._____	\$____._____	\$____._____
2	Dyed Low Sulfur Diesel	\$____._____	\$____._____	\$____._____	\$____._____
3	Dyed Kerosene	\$____._____	\$____._____	\$____._____	\$____._____

### **BID MUST BE SIGNED TO BE CONSIDERED**

Printed Name:\_\_\_\_\_

Signature:\_\_\_\_\_Date:\_\_\_\_\_

Firm:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

Telephone:\_\_\_\_\_

Email:\_\_\_\_\_

**ULTRA DYED LOW SULFUR DIESEL  
TANKWAGON / JOBBER DELIVERY LOCATIONS**

**ITEM 4**

<b>BUILDING/EQUIPMENT</b>	<b>LOCATION</b>	<b>EST. TANK SIZE (Gallons)</b>
Library-Heating	301 Market Street, Pocomoke	2,000
Service Bldg.-Heating	400 Walnut Street, Pocomoke	2,000
Court House-Heating	1 W Market Street, Snow Hill	6,000
Tourism/Economic Dev. Bldg.-Heating	100 Pearl Street, Snow Hill	375
Solid Waste-Off Road Equip Storage	7091 Central Site Lane, Newark	4,000
Recycle	7091 Central Site Lane, Newark	250
Government Ctr. - Generator	One W. Market St., Snow Hill	1,000
Health - Generator	9730 Healthway Drive, Berlin	250
Health - Generator	6040 Public Landing Rd, Snow Hill	400
Fire Training Ctr. - Generator	6743 Central Site Lane, Newark	200
Roads Div. - Generator	5764 Worcester Hwy, Snow Hill	550
Recreation Ctr. - Generator	6030 Public Landing Rd, Snow Hill	550
Comm. on Aging - Generator	4767 Snow Hill Rd, Snow Hill	550
Comm. on Aging - Generator	10129 Old Ocean City Blvd., Berlin	250
Jail/Detention Ctr. - Generator	5022 Joyner Road, Snow Hill	2,000
Jail/Detention Ctr. - Generator	5022 Joyner Road, Snow Hill	1,910
Water/Wastewater – Towable Generator	1000 Shore Lane, Ocean Pines	200
<b>Water/Wastewater – Generators</b>		
Ocean Pines Pumping Stations...22 tanks ranging between 100 – 500 gallons		
Ocean Pines Treatment Plant...2 tanks - 2000 gallons		
Ocean Pines Wells...5 tanks ranging between 275 – 300 gallons		
River Run Pumping Stations...2 tanks – 75 gallons		
River Run Treatment Plant...1 tank – 150 gallons		
West Ocean City Pumping Stations...5 tanks – ranging between 200 – 1000 gallons		
Nantucket Point Pumping Station...1 tank – 200 gallons		
Assateague Point Treatment Plant...1 tank – 200 gallons		
Mystic Harbor Pumping Stations...7 tanks – ranging between 100 – 300 gallons		
Mystic Harbor Wastewater Plant...1 tank – 1000 gallons		
Mystic Harbor Water Plant...1 tank – 200 gallons		
Lighthouse Sound Pump. Station...1 tank – 300 gallons		
Glen Riddle Wastewater Plant...1 tank – 850 gallons		
Glen Riddle Pumping Stations...5 tanks – 75 gallons		
The Landings Wastewater Plant...1 tank – 1000 gallons		
The Landings Pumping Station...1 tank – 145 gallons		
Pennington Commons Pump. St...1 tank – 145 gallons		
Newark Water Plant...1 tank – 200 gallons		

**DYED LOW SULFUR DIESEL – TANKER DELIVERY LOCATION**

<b>BUILDING</b>	<b>LOCATION</b>	<b>EST. TANK SIZE (Gallons)</b>
Jail/Detention Center-Heating	5022 Joyner Road, Snow Hill	10,000
Jail/Detention Center	5022 Joyner Road, Snow Hill	10,000
Jail/Detention Center	5022 Joyner Road, Snow Hill	12,000
Jail/Detention Center	5022 Joyner Road, Snow Hill	12,000

**DYED KEROSENE DELIVERY LOCATION**

<b>BUILDING</b>	<b>LOCATION</b>	<b>EST. TANK SIZE (Gallons)</b>
Solid Waste	7091 Central Site Lane, Newark	275

## WATER/WASTE WATER VARIOUS LOCATIONS ADDRESSES

Ocean Pines Pumping Stations	
1. PS E- 22 Battersea Road, Berlin, Md. 21811	
2. PS B- 11545 Beachamp Road, Berlin, Md. 21811	
3. PS Q & R- 3 Bell View Drive, Berlin, Md. 21811	
4. PS D- 38 Bird Nest Drive, Berlin, Md. 21811	
5. PS F- 47 Clubhouse drive, Berlin, Md. 21811	
6. PS I- 72 Tail of the Fox Drive, Berlin, Md. 21811	
7. PS A- 265 Ocean Parkway, Berlin, Md. 21811	
8. PS C- 137 Pinehurst Road, Berlin, Md. 21811	
9. PS G- 9 Bramblewood Drive, Berlin, Md. 21811	
10. PS H- 30 Boatswain Drive Unit #1, Berlin, Md. 21811	
11. PS J- 903 Ocean Parkway, Unit #1, Berlin, Md. 21811	
12. PS K- 11115 Cathell Road, Berlin, Md. 21811	
13. PS L- 1057 Ocean Parkway, Berlin, Md. 21811	
14. PS M- 1181 Ocean Parkway, Berlin, Md. 21811	
15. PS N - 1236 Ocean Parkway, Berlin, Md. 21811	
16. PS O - 1131 Ocean Parkway, Berlin, Md. 21811	
17. PS P- 4 Sand Trap Court, Berlin, Md. 21811	
18. PS S- 511 Yatchet Club Drive, Berlin, Md. 21811	
19. PS T- 1015 Ocean Parkway, Berlin, Md. 21811	
20. PS U- 1181 Ocean Parkway, Berlin, Md. 21811	
21. PS V- 27 Long Point Court, Berlin, Md. 21811	
22. PS W- 10908 Emory Drive, Berlin, Md. 21811	
23. PS X - Showell Elementary School, Berlin, Md. 21811	
Ocean Pines WWTP	
1000 Shore Lane, Berlin, Md. 21811	
Ocean Pines Wells	
1. Well #2- 114 Sandyhook Road, Unit 1, Berlin, Md. 21811	
2. Well#3- 95 Ocean Parkway, Unit 1, Berlin, Md. 21811	
3. Well#4- 115 Pinehurst Road, Unit 1, Berlin, Md. 21811	
4. Well #5 - 4 Admiral Lane, Berlin, Md. 21811	
5. Well #10 - 30 Sandyhook Road, Berlin, Md. 21811	
River Run Pumping Stations	
1. PS #1- 11334 River Run Lane, Berlin, Md. 21811	
2. PS #2 - 11606 Masters Lane, Berlin, Md. 21811	
3. PS #3- 12901 Fan Court Lane, Berlin, Md. 21811	
4. WWTP- 11517 River Run Lane, Berlin, Md. 21811	

<b>West Ocean City Pumping Stations</b>		<b>ITEM 4</b>
1. PS #1- 12969 Center Drive, Ocean City, Md. 21842		
2. PS #2- 12534 West Torquay Road, Ocean City, Md. 21842		
3. PS #3- 12311 Old Bridge Road, Ocean City, Md. 21842		
4. PS #4 9744 Golf Course Road, Ocean City, Md. 21842		
5. PS #5 10275 Broken Sound Blvd. , Ocean City, Md. 21842		
<b>Nantucket Point Pumping Station</b>		
13445 Madison Ave., Ocean City, Md. 21842		
<b>Assateague Pointe Pump Station</b>		
PS #4 12001 Assateague Way, Berlin, Md. 21811		
<b>Mystic Harbour</b>		
1. PS B- 25 Coastal Drive, Berlin, Md. 21811		
2. PS C- 28 Coastal Drive, Berlin, Md. 21811		
3. PS D- 20 Mystic Harbour Drive, Berlin, Md. 21811		
4. PS E- 12526 Ocean Reef Drive, Berlin, Md. 21811		
5. PS F- 43 Blue Heron Circle, Berlin, Md. 21811		
6. PS G- 9811 Winding Trail Drive, Berlin, Md. 21811		
7. PS H- 8518 Stephen Decatur Hwy, Berlin, Md. 21811		
8. PS #7 - 12803 Sunset Ave., Ocean City, Md. 21842		
9. Wells 1 & 3- 19 East Wind Drive, Berlin, Md. 21811		
10. Water Plant- 9624 Stephen Decatur Hwy, Berlin, Md. 21811		
11. WWTP - 9624 Stephen Decatur Hwy, Berlin, Md. 21811		
12. PS 1 – 12427 Sea Oaks Lane, Berlin, Md. 21811		
<b>Lighthouse Sound</b>		
PS- 12809 Heathland Drive, Bishopville, Md. 21813		
<b>Riddle Farm</b>		
1. PS #1- 11435 Maid at Arms Lane, Berlin, Md. 21811		
2. PS #2- 11668 Maid at Arms Lane, Berlin, Md. 21811		
3. PS #3- 11994 Man of War Lane, Berlin, Md. 21811		
4. PS #4- 11901 Man of War Lane, Berlin, Md. 21811		
5. PS #5 11128 Ocean Gateway, Berlin, Md. 21811		
6. WTP/ WWTP - 11401 Grays Corner Road, Berlin, Md. 21811		
<b>Landings</b>		
WWTP/ WTP - 8731 Stephen Decatur Hwy, Berlin, Md. 21811		
PS A- 12143 Landings Blvd, Berlin, Md. 21811		
<b>Newark</b>		
WTP/PS – 8336 Newark Road, Newark, Md. 21841		

## EXHIBIT A

Worcester County Maryland  
Standard Terms

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

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

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

**10. Insurance Requirements.**

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

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

**12. Ownership of Documents; Intellectual Property.**

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



- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
- 13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
- 14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
- 15. **Remedies.**
  - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
  - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
  - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
- 16. **Responsibility of Contractor.**
  - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
  - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
  - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

**2022 PETROLEUM PRODUCTS  
BIDDERS LIST**

Cato Oil, Inc. 1004 Parson Road PO Box 1030 Salisbury, Maryland 21803 Telephone: 410-546-1215 Fax: 410-546-0757 Email: <a href="mailto:phil@catoinc.com">phil@catoinc.com</a>	Cropper Oil Company PO Box 905 Berlin, Maryland 21811 Telephone: 302-448-1109 Fax: 410-641-1562 Email: <a href="mailto:mlerch@griffithoil.com">mlerch@griffithoil.com</a>
Tri-Gas & Oil 3941 Federalsburg Highway Federalsburg, Maryland 21632 Telephone: 410-754-8184 Email: <a href="mailto:kruss@trigas-oil.com">kruss@trigas-oil.com</a> Email: <a href="mailto:jdalina@trigas-oil.com">jdalina@trigas-oil.com</a> Email: <a href="mailto:tharrison@trigas-oil.com">tharrison@trigas-oil.com</a>	Scarborough Oil Company PO Box 334 Snow Hill, MD 21863 Telephone: 410-632-0151 Fax: 410-632-3594 Email: <a href="mailto:scarborough1013@verizon.net">scarborough1013@verizon.net</a>



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

## MEMORANDUM

**TO:** Weston Young, P.E., Chief Administrative Officer  
**FROM:** Dallas Baker, P.E., Director of Public Works  
**DATE:** March 21, 2022 *Dallas Baker 3/21/22*  
**SUBJECT:** Custodial Services for Worcester County Office Buildings

### 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

Public Works is requesting Commissioner approval to advertise the attached bid package for custodial services at the various County facilities listed below. The current contract was awarded in 2014, extended to 2019, but has since expired. The current contractor honored their 2014/2019 prices as a good faith effort while a new bid package was developed. Rising minimum wage costs have caused the contractor to indicate they can no longer hold the old pricing. This bid package is being advertised to prevent the loss of cleaning services at County facilities.

The new contract would be in effect for two years commencing on June 1, 2022 and ending May 31, 2024. We have also asked for informational pricing for additional years 3-5 ending May 31, 2027. The table below illustrates funding that has been approved in the FY22 budget. FY23 budget requests and subsequent approvals should provide the necessary funding for the balance of the service.

BUILDING	ACCOUNT NO.	APPROVED BUDGET
NWC Senior Center	100.1401.320.6550.040	\$3000
Berlin Library	100.1603.320.6550.040	\$22000
Berlin Health Department	100.1301.320.6550.040	\$18000
Dental Clinic	100.1301.345.6550.040	\$3500
Isle of Wight Service Bldg.	100.1090.060.6550.040	\$8500
Fire Training Center	100.1105.197.6550.040	\$2200
Ocean City Senior Center	100.1401.330.6550.040	\$6000
Ocean City Library	100.1603.330.6550.040	\$22000
Ocean City Health Department	100.1301.330.6550.040	\$3400
Water/Waste Water	555.8001.6550.020	\$17000
Ocean Pines Library	100.1603.325.6550.040	\$22000
Welcome Center	100.1803.420.6550.040	\$1350
Pocomoke Library	100.1603.310.6550.040	\$17940
Pocomoke Service Building-Health	100.1301.310.6550.040	\$11370

# ITEM 5

BUILDING	ACCOUNT NO.	APPROVED BUDGET
Pocomoke Service Building-Senior	100.1603.310.6550.040	\$1800
Snow Hill Senior Center	100.1401.300.6550.040	\$18000
Snow Hill Health Department	100.1301.300.6550.040	\$32000
Tourism	100.1090.075.6550.040	\$3930
Board of Elections	100.1006.6550.040	\$4069
State's Attorney	100.1090.080.6550.040	\$9100
Roads	100.1202.6550.040	New Service
Solid Waste	680.7002.6550.020	New Service
Recycle		New Service
Government Center	100.1090.070.6550.040	\$77500
Animal Control	100.1101.040.6550.040	New Service
Bank Street Building	100.1090.085.6550.040	New Service
	<b>TOTAL</b>	<b>\$304,659.00</b>

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

Attachments

cc: Michael N. Hutchinson, Maintenance Superintendent

**NOTICE TO BIDDERS****Custodial Services for Worcester County Office Buildings**

The Worcester County Commissioners are currently accepting sealed bids for Custodial Cleaning Services for 26 (see attached property listing) county-owned or leased office buildings. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, 1 West Market Street, Snow Hill, Maryland 21863 or may be obtained online at [www.co.worcester.md.us](http://www.co.worcester.md.us) or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

Interested bidders are encouraged to attend a pre-bid meeting which will be held on **Thursday April 21, 2022** at 10:00 a.m. in the Worcester County Government Center's 3<sup>rd</sup> Floor Training Room A, One West Market Street, Snow Hill, Maryland at which time the county's Department of Public Works-Maintenance Division will explain the scope of the bid specifications and answer questions about the bidding process that may assist in the preparation of bids. Following the pre-bid meeting, it is recommended bidders visit each county building to meet with the building's facility manager at which time they will be required to sign in to substantiate their visit. During the site visit, the facility manager will provide a walk through so each bidder can evaluate the building's requirements, current condition, hours of operation and limitations. A property listing with address and point of contact shall be provided as part of the bid specification package. Each bidder shall contact the building facility manager to arrange their independent walk through. Additional requests for information (RFI's) will be accepted by Worcester County's Department of Public Works Maintenance Division until 04:00 PM on Friday April 29, 2022. All inquiries should be directed to Michael Hutchinson Maintenance Superintendent at [mhutchinson@co.worcester.md.us](mailto:mhutchinson@co.worcester.md.us) or (410) 632-3766 or by facsimile at (410) 632-1753. RFI's will be responded to promptly via email and will be made a part of the bid. Only written responses shall be considered binding.

**Sealed bids will be accepted until 1:00 PM, Monday, May 9, 2022** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. All sealed bid envelopes shall be marked "**Custodial Services Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate.

All inquiries will be directed to Michael N. Hutchinson, Maintenance Superintendent, at [mhutchinson@co.worcester.md.us](mailto:mhutchinson@co.worcester.md.us) or at 410-632-3766.



## **INSTRUCTIONS TO BIDDERS**

### **1. BIDS**

Bids shall be submitted in sealed envelopes on or before Monday, May 9, 2022 at 1:00 pm and clearly marked in the lower left-hand corner “**Custodial Services for Worcester County Buildings**”. Bidders shall submit an itemized, per building in bid in one sealed bid packet with one monthly total. Bidders shall include all facilities in bid. Partial or incomplete bids will not be accepted.

### **2. BID DUE DATE**

Bids should be mailed or hand carried to be received in the Office of the County Commissioners located at the Worcester County Government Center, 1 W. Market Street, Room 1103, Snow Hill, Maryland 21863 by or before **Monday, May 9, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

### **3. SCOPE OF WORK**

Provide custodial cleaning services for Worcester County Buildings and Facilities as listed in bid specifications. Bids shall be inclusive of all facilities listed. Worcester County reserves the right to add and delete facilities and areas of facilities from the schedule as County operations change.

### **4. CONTRACTOR INVOICES**

The Contractor must provide a monthly itemized invoice stating location, dates of service and amount to the DPW-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. These amounts will not change for the stated bid duration. Increased fees for additional/added services will only be approved upon written justification and with administrative approval.

### **5. TERM OF CONTRACT**

This contract will be in effect for two years commencing with June 1, 2022 and ending May 31, 2024. The County Commissioners may elect to extend the contract for up to three additional years (years 3 through 5) based on the informational pricing stated on the bid form. All informational pricing submitted on the current bid form shall remain valid through year May 31, 2027. The service schedule may be changed without cause if the County so elects. However, the County will provide 30 day advance written notice of its intent to revise the service schedule. Changes that may affect the contracted service may include but are not limited to; increase or reduction in the service sites, increase or decrease in area, and service occurrence per site.

### **6. TAXES**

The County is exempt from all Federal and State taxes for direct purchase of supplies and materials. However, the County’s tax exemption does not extend to the bidder for supplies and materials which the bidder must purchase to complete the work specified in the contract. Bidders prices should reflect the inclusion of federal and state taxes on purchased supplies and materials.

## 7. **LICENSE and INSURANCE**

- A. Contractor will provide a valid copy of their company's business license applicable for the work described in this contract. A copy of their business license shall be included at the time of bid submission. The business license must be renewed and valid for the term of the contract.
- B. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- C. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- D. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- E. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- F. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

## 8. **STANDARD TERMS and CONDITIONS**

Separate of this bid document are the Standard Terms and Conditions for Worcester County. This document will be attached to the executed contract agreement. If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

## 9. **SPECIFICATIONS**

### A. **SUPERVISION**

- 1. Contractor will stay in close contact with building management concerning all work performed.
- 2. All contracted personnel will be trained and supervised to perform to the best of their ability in order to accomplish the necessary cleaning.
- 3. All contracted personnel will be checked regularly as to performance and ability to maintain standards.

### B. **SECURITY PROCEDURES AND INSURANCE**

- 1. Contractor will check to insure the building is properly secured before leaving the building.
- 2. Contractor will provide all necessary insurance and bonding on all its personnel.

## ITEM 5

3. Contractor will provide and maintain a roster of employees. Any change of personnel assignments will be brought to the immediate attention of the building facility manager with correspondence copied to the Maintenance Superintendent. All custodial staff will submit to background checks and sign Confidentiality Statements where required by governing department.
4. Contractor will need to make special security arrangements with various county departments to gain access to areas deemed sensitive.
5. Contractor and County will provide each employee with issued photo identification. Changes in personnel and ID card requests will be made in advance and in writing to the Maintenance Superintendent. Photo identification must be worn at all time while on County property.

### C. GENERAL CLEANING

1. Wastebaskets and trash containers - will be emptied, washed, trash liners installed and returned to their original locations. All waste will be collected and removed to a central disposal area.
2. Paper towel, toilet tissue and soap dispensers - will be filled as required to meet the facilities requirements until the next scheduled visit.
3. General dusting – all horizontal surfaces, office furniture, work stations, miscellaneous cabinets and window sills. Handling of personal effects will be kept to a minimum.
4. Carpets – will be spot vacuumed in all areas. Walk-off/entry mats will be vacuumed each visit. Spills and spots will be removed as necessary.
5. Walls – clean & disinfect surfaces around light switches, handrails, etc. Spot clean walls to 48”.
6. Hard floors – all floors will be dry mopped as a minimum and periodically vacuumed. Beverage spills shall be wet mopped to remove remnants. Bidders shall submit a cleaning scope of work for quarry tile and vinyl composite floor tile with bid form(s).
7. Glass surfaces, mirrors– inter-office glass panels/borrowed lites at hollow metal door frames & openings and glass entrance/exit doors will be cleaned.
8. Water fountains – cleaned and polished.
9. Doors – clean and disinfect door handles, doorknobs, and kick plates. Clean door frames, hinges and vents.
10. Elevators – clean all doors, tracks, walls, thresholds, etc.
11. Stairways – vacuum and damp mop all stairways.
12. Restroom floors, walls and stall dividers will be cleaned and disinfected

### D. MISCELLANEOUS

1. Lights – will be turned off as each area is completed except for designated security lights.
2. Doors – will be locked upon entering the area and locked upon completion of duties.
3. Maintenance deficiencies – any building maintenance or repair problem that the housekeeping employees are aware of will be

reported to the County daily via a County provided log located within the janitorial or custodial closet in the building being serviced.

4. Disinfectant – a high coefficient disinfectant/germicidal solution will be used for proper sanitation.

## 10. **ADDITIONAL SERVICES**

Additional services will be priced separately and attached to each Bid Form as informational.

1. Full Cleaning of interior and exterior of all windows and door glass.
2. Seasonal/Partial cleanings (Libraries Only) including restrooms, kitchenettes, entrance floors, doors and glass, emptying all trash.
3. Carpet cleaning building wide
4. Vinyl Composition Tile stripping and waxing (4 coats of high gloss)
5. Ceramic tile and grout cleaning

## 11. **SPECIAL CONDITIONS**

- 🧹 Staff Kitchenettes and Kitchens will be cleaned to meet the requirements of the inspection agency having jurisdiction. All quarry floor tile and the associated grout joints will be kept free of food particles, mold and mildew in accordance with industry standards for cleaning this product. Vinyl composite tile located in the listed rooms above will be cleaned to the same inspection standards. Bidders shall submit a cleaning scope of work for quarry tile and vinyl composite floor tile with bid form(s).
- 🧾 Invoicing will be submitted monthly and will be processed in accordance of the county's payable's guidelines.
- 🧹 Contractor will supply all consumable cleaning equipment, rags, vacuums, mops, etc.
- 🧹 County will supply the following cleaning chemicals via metered dilution management system; Glass Cleaner, Neutral Cleaner, Disinfectant 256, Bathroom/Shower Cleaner
- 🧹 County will provide all paper products, trash bags, toilet bowl cleaner, spray disinfectant, facial tissues, etc.
- 🧹 Servicing of facilities will be completed in accordance of the schedule provided herein.
- 🧹 At no time will the custodial staff tamper with any office or building equipment.
- 🧹 County will supply water and electric as needed for cleaning.
- 🧹 County will supply janitorial closets within the interior of the building as was allowed by the construction documents and the as-built design.
- 🧹 Contractor to maintain all custodial/janitorial closets in a clean, neat and orderly fashion. All wet mops are to be hung to air dry during non-working periods.
- 🧹 SDS books must be provided by the Contractor and supplied in each custodial closet. Books must be maintained with the most recent data available.

## 2022 CUSTODIAL SERVICES BID INFORMATIONAL PRICING

Provide informational pricing for additional services at the building listed below and per the outlined specifications and conditions. Pricing to remain binding throughout the term of contract years 1 & 2. If pricing changes for optional years 3, 4 & 5, additional forms per building must be completed indicating applicable years and included in Bid package submission.

BUILDING NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

**10-1...FULL CLEANING OF INTERIOR & EXTERIOR WINDOWS AND  
DOOR GLASS**

\$ \_\_\_\_\_.00

**10-2... PARTIAL CLEANINGS  
(LIBRARIES ONLY, Restrooms & Trash)**

\$ \_\_\_\_\_.00

**10-3...COMPLETE CARPET CLEANING (per sqft)**

\$ \_\_\_\_\_.00

**10-4...VCT REFINISHING (per sqft)**

\$ \_\_\_\_\_.00

**10-5...CERAMIC TILE AND GROUT CLEANING**

\$ \_\_\_\_\_.00

# ITEM 5

## WORCESTER COUNTY - 2022 CUSTODIAL CLEANING BID FORM SITE CONTACT INFORMATION

CT.	BUILDING	ADDRESS	TOWN	CONTACT NAME	TELEPHONE
1	Senior Center	10129 Old Ocean City Blvd.	Berlin	Shelia Jackson	410-632-1277
2	Library	13 Harrison Avenue	Berlin	Alice Pattera	410-641-0650
3	Health Department	9730 Healthway Drive	Berlin	Heather Barton	410-632-1100
4	Dental Clinic	107 William Street	Berlin	Krista Hill	410-641-0240
5	Isle of Wight	13070 St. Martins Neck Road	Bishopville	Lynn Baker	410-352-3234
6	Fire Training Center	6743 Central Site Lane	Newark	Michael Hutchinson	410-632-3766
7	Senior Center	104 - 41st Street	Ocean City	Shelia Jackson	410-632-1277
8	Library	10003 Coastal Highway	Ocean City	Tyvonnica Braxton	410-524-1818
9	Health Department	4 Caroline Street	Ocean City	Heather Barton	410-632-1100
10	WWW	1000 Shore Lane	Ocean Pines	Meg Etzler	410-641-5251
11	Library	11107 Cathell Road	Ocean Pines	Harry Burkett	410-208-4014
12	Welcome Center	144 Ocean Highway	Pocomoke	Deborah Shay	410-957-2484
13	Library	301 Market Street	Pocomoke	Dawn Ingrassia	410-957-0878
14	Service Building - Health Department	400A Walnut Street	Pocomoke	Heather Barton	410-632-1100
15	Service Building - Senior Center	400B Walnut Street	Pocomoke	Shelia Jackson	410-632-1277
16	Senior Center	4767 Snow Hill Road	Snow Hill	Shelia Jackson	410-632-1277
17	Health Department	6040 Public Landing Road	Snow Hill	Heather Barton	410-632-1100
18	Tourism	100 Pearl Street	Snow Hill	Michael Hutchinson	410-632-3766
19	Board of Elections	201 Belt Street	Snow Hill	Lisa Shockley	410-632-1320
20	State's Attorney	106 Franklin Street	Snow Hill	Michael Hutchinson	410-632-3766
21	Roads	5764 Worcester Highway	Snow Hill	Lisa Lawrence	410-632-2244
22	Solid Waste	7091 Central Site La.	Newark	Mike Mitchell	410-632-3177
23	Recycle	7091 Central Site La.	Newark	Mike McClung	410-632-3177
24	Government Center	1 West Market Street	Snow Hill	Michael Hutchinson	410-632-3766
25	Animal Control	6207 Timmons Road	Snow Hill	Glen Grandstaff	410-632-1340 ext 2202
26	Bank Street Bldg.	301 Bank Street	Snow Hill	Michael Hutchinson	410-632-3766

**2022 Custodial Services Schedule  
Bid Pricing**

**ITEM 5**

NO.	BLDG.	LOCATION	VISITS per WK.	VISITS per YR.	Price per Visit per Building	Price Years 1 & 2 per Building	Price Year 3 per Building	Price Year 4 per Building	Price Year 5 per Building
1	Senior Center	Berlin	1	52					
2	Library	Berlin	3	156					
3	Health Department	Berlin	3	156					
4	Dental Clinic	Berlin	1	52					
5	IOW SVC. BLDG.	Bishopville	2	104					
6	Fire Training Center	Newark	1	52					
7	Senior Center	Ocean City	1	52					
8	Library	Ocean City	3	156					
9	Health Department	Ocean City	2	104					
10	WWW	Ocean Pines	2	104					
11	Library	Ocean Pines	3	156					
12	Welcome Center	Pocomoke	1	52					
13	Library	Pocomoke	3	156					
14	Service Building Health Department	Pocomoke	3	156					
15	Service Building Senior Center	Pocomoke	1	52					
16	Senior Center	Snow Hill	2	104					
17	Health Department	Snow Hill	3	156					
18	Tourism	Snow Hill	1	52					
19	Board of Elections	Snow Hill	1	52					
20	State's Attorney	Snow Hill	2	104					
21	Roads	Snow Hill	2	104					
22	Solid Waste	Newark	2	104					
23	Recycle	Newark	2	104					
24	Government Center	Snow Hill	3	156					
25	Animal Control	Snow Hill	1	52					
26	Bank St.Bldg.	Snow Hill	1	52					
<b>TOTAL</b>									

**BID MUST BE SIGNED, DATED and COMPLETE TO BE CONSIDERED**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

Print: \_\_\_\_\_ Company Address: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**NOTE: Signature above consitutes receipt of all bid documents**

## 2022 CUSTODIAL SERVICES BIDDERS LIST

### **Mr. Meticulous Cleaning Service, Inc.**

Nicholas Eskridge  
PO. Box 2441  
Salisbury, MD. 21802  
Telephone: 443-523-7288  
Email: mrmeticulouscleaningservice@gmail.com

### **Victoria's Cleaning Service**

David Crupi  
108 North Bay St.  
Snow Hill, MD. 21863  
Telephone: 443-513-8078  
Email: David.crupu@aol.com

### **Clean Edge LLC**

2205 Northwood Drive Suite 6B  
Salisbury, MD. 21801  
Telephone: 410-548-7118  
Fax: 410-548-7119  
Email: info@cleanedgeclean.com

### **System 4 Facilities Services Management**

Patricia Clark  
34745 Burbage Rd.  
Frankford, DE. 19945  
Telephone: 302-668-0850  
Email: pclark@system4.com



## EXHIBIT A

Worcester County Maryland  
Standard Terms

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

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

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

## **10. Insurance Requirements.**

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

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

## **12. Ownership of Documents; Intellectual Property.**

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

- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
- 13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
- 14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
- 15. **Remedies.**
  - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
  - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
  - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
- 16. **Responsibility of Contractor.**
  - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
  - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
  - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities.** Contractor may only use County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



MAR 29 REC'D

## Worcester County

Government Center

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

STACEY E. NORTON  
 Human Resources Director  
 HOPE CARMEAN  
 Benefits Manager  
 EDDIE CARMAN  
 Risk Manager  
 JEFF KYGER  
 Risk Management Specialist

ANN HANKINS  
 Human Resources Specialist  
 KELLY BRINKLEY  
 Human Resources Specialist  
 TARA ARMSTRONG  
 Office Assistant V

**To:** Weston Young, Chief Administrative Officer  
**From:** Stacey Norton, Human Resources Director *Stacey Norton*  
**Date:** March 28, 2022  
**Subject:** Request to Eliminate 6 Month Waiting Period for Vacation, Deferred Compensation, Flexible Savings Account, and Dependent Care Account

There is currently a six-month waiting period before employees are eligible to participate in the benefits listed below:

- 1) Vacation – accrue 3.08 hours of vacation per pay period (if 80 hours worked for full time employees)
- 2) Deferred Compensation – monies deducted pre-tax for supplemental retirement
- 3) Flexible Savings Account – for covered health expenses including prescriptions
- 4) Dependent Care Account – for dependent care for children under 14

I am respectfully requesting to change the policies and eliminate the six-month waiting period and allow new employees to participate in the benefit programs listed above on their date of hire starting May 2, 2022. Any employee that has been hired in the last six months will also be eligible to participate starting May 2, 2022.

This will enable us to be more competitive in the labor market and hopefully assist us in filling our vacant positions during this labor shortage.

There are 40 full time employees that have been hired in the last six months or are scheduled to be hired before May 2, 2022. Vacation is only for full time employees and we do pay out accrued vacation if the employee leaves employment.

The other benefits listed above (#2, #3, and #4) are provided to both full time and part time employees.

There are no increased costs for deferred compensation as the county doesn't pay anything for this benefit.

The monthly cost is \$4.50 per month to Optum Financial for administering the flexible savings account (FSA) and dependent care accounts (DCA). This benefit allows employees to have a maximum of \$2,850 annually deducted from their paycheck at a pre-tax rate for an FSA account and \$5,000 annually for a DCA. There are 55 employees that would be eligible to participate if this policy was changed starting May 2, 2022. If all 55 employees signed up, the total cost would be \$495 in administration fees for May and June. I don't expect all 55 employees to participate as we only have 102 employees participating in these accounts county wide.

Per County government 4-301 (b), ...any resolution providing for adoption of or amendment to said personnel system shall be posted for at least fifteen days prior to its adoption in the Government Center and such other locations as the County Commissioners may deem necessary and appropriate.

Thank you for the consideration.

Attachments

the end of that calendar month, a written warning of potential cancellation will be mailed to the last known address of the retiree at the end of each calendar month that payments are delinquent (for a total of up to 3 letters). If payments are not received in the Human Resources Office by 4:30 pm within ninety (90) calendar days of the due date, the insurance will be cancelled permanently. If the insurance is cancelled due to non-payment of premiums, the retiree/dependent(s) will not be allowed to rejoin the insurance. Those retiree/dependent(s) will instead be offered COBRA benefits at their own cost.

- H. Beginning July 1, 2019, insurance premiums will automatically be deducted from Maryland State Retirement System (MSRS) checks for those eligible retirees and retiree dependent(s) receiving MSRS retirement checks. The current manual process of collecting insurance premiums by the Human Resources Office will continue for dependents of deceased retirees that do not receive monthly Maryland State Retirement System (MSRS) retirement checks as well as retirees and their dependents covered by the Nationwide retirement program.

#### **5.04 TERM LIFE INSURANCE**

Life insurance coverage may be provided for all regular full-time employees on the first of the month following 6 months of employment until termination of employment or transfer to less than full-time status. Details of the life insurance plan will be provided upon eligibility.

#### **5.05 LONG-TERM DISABILITY INSURANCE**

Long-term disability insurance may be provided to regular full-time employees on the first of the month following 6 months of employment until termination of employment or transfer to less than full-time status. Details of the long-term disability plan will be provided upon eligibility.

#### **5.06 SECTION 125 CAFETERIA BENEFITS PLAN**

On the first of the month following 6 months of employment and every open enrollment period designated by the Human Resources Director for Section 125 benefits, regular full-time employees are eligible to elect to participate in the health care savings and child care savings plans of the Section 125 Cafeteria Benefits Plan. Regular part-time employees with 6 months of employment are eligible to elect to participate in the health care and day care savings during open enrollment for the plan year beginning January 1, 2002. Deductions made for premium payments and savings will be made on a pre-tax basis. Details will be provided upon eligibility.

#### **5.07 SECTION 457 DEFERRED COMPENSATION**

On the first of the month following 6 months of employment, regular full-time employees are eligible to voluntarily enroll in the Section 457 Deferred Compensation Plan through payroll deduction to supplement their retirement income. This tax-deferred income is deposited and invested according to the investment choice selected by the employee through deferred compensation financial advisors approved by resolution of the Commissioners. Once deposited, contributions may be withdrawn only upon termination of employment, retirement, death or severe financial hardship as approved by the Commissioners). The amount of contribution is limited to an annual maximum determined by the Internal Revenue Service. Details will be provided upon eligibility.

**5.08 UNEMPLOYMENT COMPENSATION**

County employees may apply for State Unemployment Compensation after termination from County employment.

**5.09 DEPARTMENT OF TRANSPORTATION (D.O.T.) PHYSICAL EXAMINATION**

County employees required to possess a commercial driver's license will be provided physical examinations required by federal and state transportation laws by a health care professional of the County's choice, at no cost to the employee. County employees will not be reimbursed for examinations by a different health care professional.



## 6.02 VACATION LEAVE

- A. Effective with the first pay period following 6 consecutive months of employment, regular full-time employees will accrue vacation leave based on the following schedule:

<u>Years of Employment</u>	<u>Hours Accrued Per Pay Period</u>	<u>Maximum Hours Accrued Per Year</u>
6 mos-5 years	3.08	80
6-10 years	4.62	120
11+	6.16	160

- B. No vacation leave will be paid in advance of accrual. Accrued vacation balances available for use appear on the employee's paycheck stub.
- C. Each department is responsible for scheduling employee vacations without undue disruption of department operations. Leave requests shall be submitted at least two weeks prior to taking vacation leave or according to the specific department rules. Vacation requests may be denied if the proposed schedule will disrupt department operation.
- D. A maximum of 45 vacation days (360 hours) may be carried over from one fiscal year to the next. Any hours in excess of the 45-day maximum not used by the last pay period in June will be forfeited the following July 1. In cases where the Department Head certifies to the County Commissioners that the workload of the department has been such that the department could not operate without the individual and that the Department Head was unable to schedule sufficient vacation leave for that employee, Department Head may request, in writing, the approval of the Commissioners for authorization of payment for time beyond 45 days.
- E. Requests for vacation leave exceeding 2 consecutive weeks must be approved by both the Department Head and the Human Resources Director.
- F. Employees hired before February 5, 1985 with 20 or more years of service shall accrue 7.70 hours per pay period up to a maximum of 200 hours per year.
- G. Upon termination of employment, employees who have completed their probationary period will be paid for accrued, unused vacation time up to a maximum of 45 days.

## 6.03 SICK LEAVE

- A. Sick leave is granted by the Commissioners to prevent financial hardship in case of serious illness of the employee or the need for the employee to care for the employee's parent, spouse or dependent child due to a serious illness or disability. All regular full-time employees accrue sick leave benefits at the rate of 4.62 hours per pay period



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Joseph E. Parker III, Deputy Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation & Parks  
DATE: March 21, 2022  
SUBJECT: Power Boat Race Reschedule

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Phil Houck, owner of Crab Alley, informed us that the Ocean City Power Boat Grand Prix scheduled for May 13 – 15, 2022 has been cancelled. They are requesting to reschedule the race for August 19 – 21, 2022, with the race day being on the 21<sup>st</sup>.

This event had been previously approved by the commissioners on February 15, 2022 and was scheduled to use the West Ocean City commercial parking lot and boat ramp. There are no conflicts with these dates on our end.

cc: Jacob Stephens, Parks Superintendent  
Melanie Pursel, Worcester County Tourism  
Matt Crisafull, Worcester County Sheriff



Worcester County Recreation & Parks

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ITEM 7

**APPROVED**

WSY 2/15/22

**MEMORANDUM**

TO: Weston S. Young, Chief Administrative Officer  
Joseph E. Parker III, Deputy Chief Administrative Officer  
FROM: Kelly Rados, Director of Recreation & Parks  
DATE: February 7, 2022  
SUBJECT: Power Boat Race Request – May 13 – 15, 2022

Please find attached a Special Event application from Phil Houck, owner of Crab Alley, requesting permission to use the West Ocean City commercial parking lot and boat ramp for the proposed Ocean City Power Boat Grand Prix, May 13 – 15, 2022. The Recreation & Parks Department has reviewed this request and supports the request.

His request includes:

1. Use of two-thirds of the east end of the parking lot to accommodate trailers and racing boats.
2. Use of one (1) recreational boat launch.
3. Use of traffic cones and barriers provided by the county.

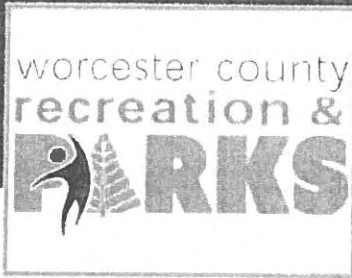
In as much, if you approve, we are recommending the following information for Mr. Houck to be required:

1. Provide a list of activities for the day of the race.
2. Work with the Parks Department on the parking lot set-up.
3. Work with the Parks Department on trash removal daily with final clean up inspection.
4. Continued use of the recreational boating side of the ramp (2 - ramps by County).
5. Provide for any security and traffic control during use and coordination with the County Sheriff's department including overnight hours.
6. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
7. Not to block any of the handicapped parking spaces available next to the public restrooms.
8. Provides the required insurance naming Worcester County as insured.
9. Acknowledges all the required permitting for the operation of the event.
10. Provide promotion to Worcester County.
11. Operation of any music or public address system in accordance to any and all Worcester County codes.

Should you have any questions, please feel free to reach out at your convenience.

**Attachments**

cc: Jacob Stephens, Parks Superintendent  
Melanie Pursel, Worcester County Tourism  
Matt Crisafull, Worcester County Sheriff



worcesterrecandparks.org | 410.632.2144  
6030 Public Landing Rd. Snow Hill, MD 21863  
specialevents@co.worcester.md.us

## SPECIAL EVENT APPLICATION

Complete the following application and return with the \$30.00 application fee made payable to Worcester County. Applications submitted less than 60 days prior to the event must include an additional \$25 late fee. Please take the time to critically think through the details of your event. Once your application has been reviewed, you'll be contacted regarding fees and contracts.

### GENERAL EVENT & CONTACT INFORMATION

Event Type: ☐ Community Event ☐ Athletic Event ☒ Other: POWER BOAT RACE OCEAN CITY

Name of the Event: Ocean City Power Boat Grand Prix Contact Person: \_\_\_\_\_

Event Organization: OPA RACING ORGANIZATION Select Entity: ☐ For-Profit ☒ Non-Profit

Address: 799 rt. 70 NJ.08723

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: 908-910-8025 Email: philhouck@bullonthebeachoc.com

Date(s) of Event: 5-13-2022 to 5-15-2022 Rain Date(s): none

Times of Event: race 5-15-2022 Time Set-up Begins: 5-13-2022 Time Clean-up Ends: 5-15-2022

Note: Unless given permission from Worcester Recreation and Parks, all events must take place between sunrise and sunset.

Are you requesting a partnership with Worcester County Recreation and Parks? Yes ☐ No ☒

Purpose of the Event (include additional page if needed):

offshore power boat race between division st. to 14th st. in ocean city

Location of the Event - list all site(s), facilities, park(s) and/or fields you need for your event. In addition, include a site map depicting layout, infrastructure and any hardware to be used:

same as above

### ATTENDANCE DETAILS

Provide estimates for the following attendance categories for your event:

	Staff/Volunteers	Participants	Spectators	Exhibitors/Vendors
Total:	_____	40-50 RACE BOATS	2000	none
% Traveling 30+ miles:	_____	_____	_____	_____

## SPEC I L E EN A P L I C A T I O

## PLANNING DETAILS

- Will a door and/or registration fee be charged? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_

- Will tents be used for the event? Yes ☐ No ☒

If Yes, list number, size and type of tents: \_\_\_\_\_

- Will air-inflated structure(s) be used? Yes ☐ No ☒

If Yes, list number, size and type: \_\_\_\_\_

- Will banners or signs be used at the event? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_

- Are you requesting road closures? Yes ☐ No ☒ If Yes, please provide details on your site map.

If Yes, what arrangements have been made for traffic control? \_\_\_\_\_

- Are you requesting any special parking needs? Yes ☒ No ☐ If Yes, please provide details on your site map.

If Yes, please elaborate: to use the West ocean city public parking lot ,same as before

- Are you requesting on-scene law enforcement? Yes ☐ No ☒

If No, what arrangements have been made for on scene security and crowd control? \_\_\_\_\_  
we have that

- Are you requesting on scene medical assistance beyond a normal emergency response? Yes ☐ No ☒

If No, what arrangements have been made? \_\_\_\_\_

- Will amplified sound be used? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_

- Do you seek the sales, distribution, possession or consumption of alcoholic beverages? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_

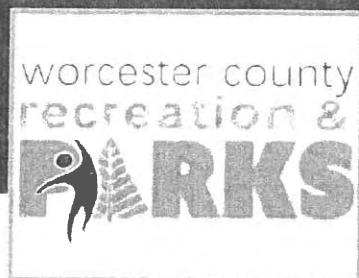
- Do you plan to sell or distribute food? Yes ☐ No ☒

If Yes, please elaborate. If interested in the use of a concession stand, please indicate it here: \_\_\_\_\_

- Describe plans for sanitation provisions, restroom facilities, trash cans and overall event clean-up. \_\_\_\_\_  
we will 3 other restrooms

- Electricity is limited depending on the facility. Do you require electric beyond a 110v outlet? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_

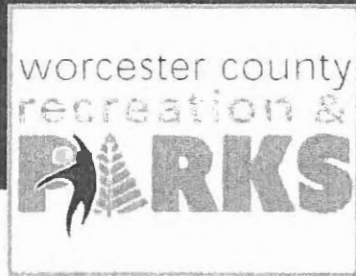


worcesterrecandparks.org | 410.632.2144  
6030 Public Landing Rd. Snow Hill, MD 21863  
specialevents@co.worcester.md.us

## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

- ☒ **POINT OF CONTACT:** WCRP will be the primary contact for all communications with other impacted Worcester County Departments. Applicant must not contact other departments directly unless authorized by WCRP in writing.
- ☒ **INSURANCE AND LIABILITY:** All risk are the responsibility of the Event Organizer. There is no insurance or indemnity provided by Worcester County protecting the Event Organizer. The Event Organizer is required to show certificate of insurance for Applicant in the amount \$1,000,000 combined single limit. The Event Organizer must indemnify the County Commissioners of Worcester County, Maryland and its officials, employees, and agents from all liabilities, judgments, settlements, losses, costs, or charges (including attorneys' fees) incurred by the County or any of its officials, employees, or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by Event Organization or by its members, employees, agents or invitees and program participants. The Event Organizer must include the County Commissioners of Worcester County, Maryland as "additional insured" on the certificate of insurance. The Certificate of Insurance must be submitted 30 days before the event.
- ☒ **NOISE:** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided the compliance with local noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment. WCRP may limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.
- ☒ **ELECTRICITY:** All electricity requirements beyond those that already exist at the proposed event location must be provided by an licensed electrician contracted by the Event Organizer. No alterations to existing electrical components is permitted without the approval by WCRP. Generators are highly encouraged when additional electricity is needed.
- ☒ **TENTS AND INFLATABLE STRUCTURES:** Any tent, canopy, or membrane structures to be erected that measures larger than 12' long OR wide must be preapproved by WCRP. All such structures will be subject to inspection by the Worcester County Fire Marshall. Inflatable displays and play structures may be permitted, but must be pre-approved. A photograph of the intended display with dimensions must be included before approval can be considered. Please make sure to clearly indicate the intended locations of these structures on your site layout.
- ☒ **BANNERS AND SIGNAGE:** Banners and signage content is subject to approval by WCRP. Placement and removal of banners and signage is the responsibility of the Event Organizer, but location and means of hanging must be approved by WCRP. Please make sure the clearly indicate the intended locations for banners on your site layout.
- ☒ **ROAD CLOSURES AND PARKING NEEDS:** A state highway permit must be obtained for use of any state property (roads, highway, etc.) This is the responsibility of the applicant independent of the WCRP application process. Event Organizer must keep WCRP notified of all steps and approvals related to such efforts. Non-state roads affected by the event must be reviewed by WCRP for consideration of closure or traffic modification through the application process. If a municipal lot is required for the event, whether for parking or placement of the event footprint, Event Organizer must contact appropriate parties for approvals. Event Organizer must provide said approvals in writing to WCRP. Please make sure to clearly indicate these areas on your site layout.
- ☒ **SECURITY AND PUBLIC SAFETY :** It is the Event Organizers responsibility to provide security through the Worcester County Sheriff's Department or an approved private entity, if it is deemed necessary by the Worcester County Sheriff's Department. The appropriate number of extra-duty and/or on-duty officers will be determined by the Sheriff or his/her designee in consultation with the Event Organizer. The Event Organizer will be responsible for all costs determined by the Chief of Police.



worcesterrecandparks.org # 10.632.2144  
6030 Public Landing Rd. Snow Hill, MD 21863  
specialevents@co.worcester.md.us

## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

☒ **SANITATION:** Event Organizer agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash. Upon conclusion of the event, all County trash cans must be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles). Event Organizer of large events may be required to provide dumpster. Violation of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.

☒ **ALCOHOL:** Only non-profit groups may request to sell alcoholic beverages at an event and must obtain a license from the Worcester County Board of License Commissioners. A "One Day Alcohol Permit" application with a Worcester County Commissioner's signature must be submitted to the County a minimum of 14 days prior to the event, along with the permit fee. A copy of the approved permit must be forwarded to WCRP at least 7 days prior to the event. The original permit must be kept on site at the event and must be available to display if required.

☒ **PORTALET AND HANDWASHING:** Event Organizer must provide adequate on-site portlets to facilitate the specific needs of their event. Events that are partnered with WCRP are not exempt from this requirement and are responsible for the costs incurred. Handicapped accessible portlets and handwashing stations are required. All portlets must be maintained daily if contracted for a multiple day event.

☒ **FOOD SALES & CONCESSIONS:** If the event includes food, the Event Organizer is responsible for arranging for all food permits 4 weeks prior to the event from the Worcester County Health Department. Depending on the facility, WCRP may be able to offer use of a concession stand during the event. A fee may be required per booth per event. Inspectors have the right to close booths operating outside of health regulations. All permits must be clearly displayed. Event Organizer is responsible for all clean-up including grease and dump water removal.

☒ **VENDING:** The Event Organizer is responsible for procuring vendors for the event. Vendors without a Federal Tax Number or Maryland Business License may be required to secure a Peddlers License from the Worcester County Sheriff's Department. A list of approved vendors must be provided to WCRP 2 weeks prior to the event.

SIGN AND RETURN WITH \$30 APPLICATION FEE AND REQUIRED DOCUMENTATION

☒ Applicant agrees to all responsibilities contained in the application. All information provided is correct and complete. I have read and will comply the Worcester County special event requirement.

Printed Name PHIL HOUCK Signature: *Phil Houck*  
Title/Position: event organizer Date: 1-19-2020

OFFICE USE ONLY: Application Received on: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

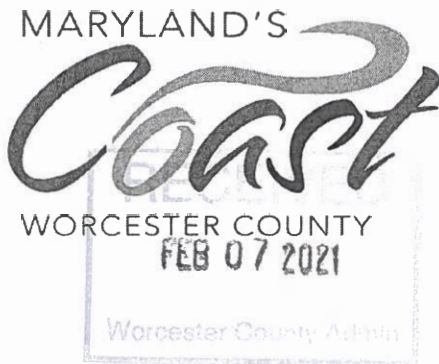
Application forwarded to the following departments for review: \_\_\_\_\_

Application status:

☐ Accepted  
☐ Accepted pending the following: \_\_\_\_\_  
☐ Rejected due to the following: \_\_\_\_\_

Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_





Worcester County Recreation &amp; Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

## MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
Joseph E. Parker III, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks

DATE: February 7, 2022

SUBJECT: Power Boat Race Request – May 13 – 15, 2022

APPROVED

Worcester County Commissioners

Date 2/15/22  
WSY

Please find attached a Special Event application from Phil Houck, owner of Crab Alley, requesting permission to use the West Ocean City commercial parking lot and boat ramp for the proposed Ocean City Power Boat Grand Prix, May 13 – 15, 2022. The Recreation & Parks Department has reviewed this request and supports the request.

His request includes:

1. Use of two-thirds of the east end of the parking lot to accommodate trailers and racing boats.
2. Use of one (1) recreational boat launch.
3. Use of traffic cones and barriers provided by the county.

In as much, if you approve, we are recommending the following information for Mr. Houck to be required:

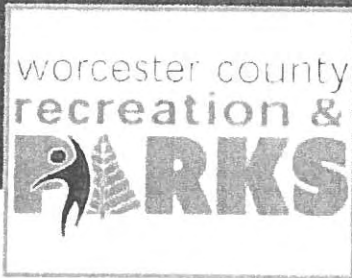
1. Provide a list of activities for the day of the race.
2. Work with the Parks Department on the parking lot set-up.
3. Work with the Parks Department on trash removal daily with final clean up inspection.
4. Continued use of the recreational boating side of the ramp (2 - ramps by County).
5. Provide for any security and traffic control during use and coordination with the County Sheriff's department including overnight hours.
6. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
7. Not to block any of the handicapped parking spaces available next to the public restrooms.
8. Provides the required insurance naming Worcester County as insured.
9. Acknowledges all the required permitting for the operation of the event.
10. Provide promotion to Worcester County.
11. Operation of any music or public address system in accordance to any and all Worcester County codes.

Should you have any questions, please feel free to reach out at your convenience.

Attachments

cc: Jacob Stephens, Parks Superintendent  
Melanie Pursel, Worcester County Tourism  
Matt Crisafull, Worcester County Sheriff





**ITEM 7**  
worcesterrecandparks.org | 410.632.2144  
6030 Public Landing Rd. Snow Hill, MD 21863  
specialevents@co.worcester.md.us

## SPECIAL EVENT APPLICATION

Complete the following application and return with the \$30.00 application fee made payable to Worcester County. Applications submitted less than 60 days prior to the event must include an additional \$25 late fee. Please take the time to critically think through the details of your event. Once your application has been reviewed, you'll be contacted regarding fees and contracts.

### GENERAL EVENT & CONTACT INFORMATION

Event Type: ☐ Community Event ☐ Athletic Event ☒ Other: POWER BOAT RACE OCEAN CITY

Name of the Event: Ocean City Power Boat Grand Prix Contact Person: \_\_\_\_\_

Event Organization: OPA RACING ORGANIZATION Select Entity: ☐ For-Profit ☒ Non-Profit

Address: 799 rt. 70 NJ.08723

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: 908-910-8025 Email: philhouck@bullonthebeachoc.com

Date(s) of Event: 5-13-2022 to 5-15-2022 Rain Date(s): none

Times of Event: race 5-15-2022 Time Set-up Begins: 5-13-2022 Time Clean-up Ends: 5-15-2022

Note: Unless given permission from Worcester Recreation and Parks, all events must take place between sunrise and sunset.

Are you requesting a partnership with Worcester County Recreation and Parks? Yes ☐ No ☒

Purpose of the Event (include additional page if needed):

offshore power boat race between division st. to 14th st. in ocean city

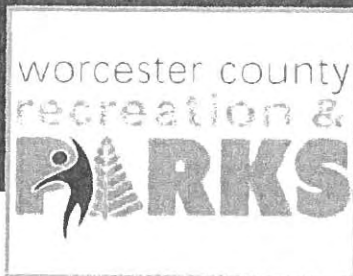
Location of the Event - list all site(s), facilities, park(s) and/or fields you need for your event. In addition, include a site map depicting layout, infrastructure and any hardware to be used:

same as above

### ATTENDANCE DETAILS

Provide estimates for the following attendance categories for your event:

	Staff/Volunteers	Participants	Spectators	Exhibitors/Vendors
Total:	_____	<u>40-50 RACE BOATS</u>	<u>2000</u>	<u>none</u>
% Traveling 30+ miles:	_____	_____	_____	_____



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## SPECIAL EVENT APPLICATION

### PLANNING DETAILS

- Will a door and/or registration fee be charged? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_
- Will tents be used for the event? Yes ☐ No ☒

If Yes, list number, size and type of tents: \_\_\_\_\_
- Will air-inflated structure(s) be used? Yes ☐ No ☒

If Yes, list number, size and type: \_\_\_\_\_
- Will banners or signs be used at the event? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_
- Are you requesting road closures? Yes ☐ No ☒ If Yes, please provide details on your site map.
 

If Yes, what arrangements have been made for traffic control? \_\_\_\_\_
- Are you requesting any special parking needs? Yes ☒ No ☐ If Yes, please provide details on your site map.
 

If Yes, please elaborate: to use the West ocean city public parking lot ,same as before
- Are you requesting on-scene law enforcement? Yes ☐ No ☒

If No, what arrangements have been made for on scene security and crowd control? \_\_\_\_\_  
\_\_\_\_\_ we have that \_\_\_\_\_
- Are you requesting on scene medical assistance beyond a normal emergency response? Yes ☐ No ☒

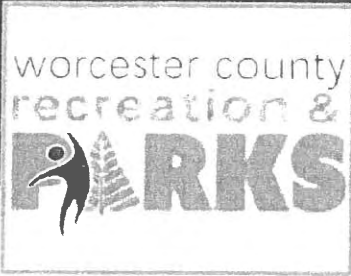
If No, what arrangements have been made? \_\_\_\_\_
- Will amplified sound be used? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_
- Do you seek the sales, distribution, possession or consumption of alcoholic beverages? Yes ☐ No ☒

If Yes, please elaborate: \_\_\_\_\_
- Do you plan to sell or distribute food? Yes ☐ No ☒

If Yes, please elaborate. If interested in the use of a concession stand, please indicate it here: \_\_\_\_\_  
\_\_\_\_\_
- Describe plans for sanitation provisions, restroom facilities, trash cans and overall event clean-up. \_\_\_\_\_  
we will 3 other restrooms
- Electricity is limited depending on the facility. Do you require electric beyond a 110v outlet? Yes ☐ No ☒

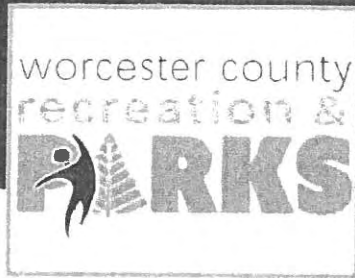
If Yes, please elaborate: \_\_\_\_\_



## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

- ☒ **POINT OF CONTACT:** WCRP will be the primary contact for all communications with other impacted Worcester County Departments. Applicant must not contact other departments directly unless authorized by WCRP in writing.
- ☒ **INSURANCE AND LIABILITY:** All risk are the responsibility of the Event Organizer. There is no insurance or indemnity provided by Worcester County protecting the Event Organizer. The Event Organizer is required to show certificate of insurance for Applicant in the amount \$1,000,000 combined single limit. The Event Organizer must indemnify the County Commissioners of Worcester County, Maryland and its officials, employees, and agents from all liabilities, judgments, settlements, losses, costs, or charges (including attorneys' fees) incurred by the County or any of its officials, employees, or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by Event Organization or by its members, employees, agents or invitees and program participants. The Event Organizer must include the County Commissioners of Worcester County, Maryland as "additional insured" on the certificate of insurance. The Certificate of Insurance must be submitted 30 days before the event.
- ☒ **NOISE:** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided the compliance with local noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment. WCRP may limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.
- ☒ **ELECTRICITY:** All electricity requirements beyond those that already exist at the proposed event location must be provided by an licensed electrician contracted by the Event Organizer. No alterations to existing electrical components is permitted without the approval by WCRP. Generators are highly encouraged when additional electricity is needed.
- ☒ **TENTS AND INFLATABLE STRUCTURES:** Any tent, canopy, or membrane structures to be erected that measures larger than 12' long OR wide must be preapproved by WCRP. All such structures will be subject to inspection by the Worcester County Fire Marshall. Inflatable displays and play structures may be permitted, but must be pre-approved. A photograph of the intended display with dimensions must be included before approval can be considered. Please make sure to clearly indicate the intended locations of these structures on your site layout.
- ☒ **BANNERS AND SIGNAGE:** Banners and signage content is subject to approval by WCRP. Placement and removal of banners and signage is the responsibility of the Event Organizer, but location and means of hanging must be approved by WCRP. Please make sure the clearly indicate the intended locations for banners on your site layout.
- ☒ **ROAD CLOSURES AND PARKING NEEDS:** A state highway permit must be obtained for use of any state property (roads, highway, etc.) This is the responsibility of the applicant independent of the WCRP application process. Event Organizer must keep WCRP notified of all steps and approvals related to such efforts. Non-state roads affected by the event must be reviewed by WCRP for consideration of closure or traffic modification through the application process. If a municipal lot is required for the event, whether for parking or placement of the event footprint, Event Organizer must contact appropriate parties for approvals. Event Organizer must provide said approvals in writing to WCRP. Please make sure to clearly indicate these areas on your site layout.
- ☒ **SECURITY AND PUBLIC SAFETY :** It is the Event Organizers responsibility to provide security through the Worcester County Sheriff's Department or an approved private entity, if it is deemed necessary by the Worcester County Sheriff's Department. The appropriate number of extra-duty and/or on-duty officers will be determined by the Sheriff or his/her designee in consultation with the Event Organizer. The Event Organizer will be responsible for all costs determined by the Chief of Police.



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## SPECIAL EVENT GUIDELINES

Applicant must CHECK each section indicating as "READ AND UNDERSTOOD BY APPLICANT". Failure to complete all sections will deem the application as incomplete.

☒ **SANITATION:** Event Organizer agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash. Upon conclusion of the event, all County trash cans must be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles). Event Organizer of large events may be required to provide dumpster. Violation of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.

☒ **ALCOHOL:** Only non-profit groups may request to sell alcoholic beverages at an event and must obtain a license from the Worcester County Board of License Commissioners. A "One Day Alcohol Permit" application with a Worcester County Commissioner's signature must be submitted to the County a minimum of 14 days prior to the event, along with the permit fee. A copy of the approved permit must be forwarded to WCRP at least 7 days prior to the event. The original permit must be kept on site at the event and must be available to display if required.

☒ **PORTALETTS AND HANDWASHING:** Event Organizer must provide adequate on-site portlets to facilitate the specific needs of their event. Events that are partnered with WCRP are not exempt from this requirement and are responsible for the costs incurred. Handicapped accessible portlets and handwashing stations are required. All portlets must be maintained daily if contracted for a multiple day event.

☒ **FOOD SALES & CONCESSIONS:** If the event includes food, the Event Organizer is responsible for arranging for all food permits 4 weeks prior to the event from the Worcester County Health Department. Depending on the facility, WCRP may be able to offer use of a concession stand during the event. A fee may be required per booth per event. Inspectors have the right to close booths operating outside of health regulations. All permits must be clearly displayed. Event Organizer is responsible for all clean-up including grease and dump water removal

☒ **VENDING:** The Event Organizer is responsible for procuring vendors for the event. Vendors without a Federal Tax Number or Maryland Business License may be required to secure a Peddlers License from the Worcester County Sheriff's Department. A list of approved vendors must be provided to WCRP 2 weeks prior to the event.

SIGN AND RETURN WITH \$30 APPLICATION FEE AND REQUIRED DOCUMENTATION

☒ Applicant agrees to all responsibilities contained in the application. All information provided is correct and complete. I have read and will comply the Worcester County special event requirement.

Printed Name PHIL HOUCK Signature: *Phil Houck*  
Title/Position: event organizer Date: 1-19-2020

OFFICE USE ONLY: Application Received on: 2/7/22 Reviewed by: DCAO, Joseph E. Burke  
Application forwarded to the following departments for review: ADMIN

Application status:

☒ Accepted  
☐ Accepted pending the following: \_\_\_\_\_  
☐ Rejected due to the following: \_\_\_\_\_

Date: 2/15/22 Staff Initials: WSY



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

## Memorandum

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**To:** Weston S. Young, P.E., Chief Administrative Officer

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

A handwritten signature in blue ink, appearing to be "RM", located next to the "From:" field.

**Subject:** Request for Special Use Permit  
South Point Boat Ramp

**Date:** 3/28/22

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Maryland DNR, working with the Maryland Coastal Bays Program, Audubon Maryland-DC, and local volunteers has previously built wooden nesting platforms in the Coastal Bays at a location on the western shore of Assateague Island. The sites were chosen to minimize disruptions to the existing wetland areas and in areas shielded somewhat from high wave energy areas in the open bay. This was a conservation project designed to benefit state listed endangered birds in order to provide safe nesting sites for the *Common Tern* and *Black Skimmer*. The results for the initial installation were very successful and those results are detailed in the attached outcomes report. This year they are proposing to expand their program and increase the final built size of these islands.

Accordingly, the use of the South Point Boat Ramp is requested to launch these structures. They are requesting to utilize the ramp to deploy and launch these structures.

The use of County boat landings for any use not specifically listed under § CG 4-406 (c) are allowed under the discretion of the Worcester County Commissioners by issuance of a special use permit under § CG 4-406 (f). The attached letter from the Executive Director of the MD Coastal Bays Program requests a special use permit for the use of the small portion of the ramp parking lot. They are proposing that they will bring to the ramp structures that are to be assembled at another location, requested a limited timeframe (Week of April 11<sup>th</sup>) to use the ramp before prime boating season, use of a small area (20 ft by 50 ft) to stockpile clamshells to put on the structures, and that they would make sure to return the area to its original condition after the structures were joined and launched.

The Department of Environmental Programs will issue a local shoreline permit for this project as we did last year and they have obtained a wetland license by MDE and a Letter of Permission from the Corps of Engineers extending their prior approvals (attached). There will be regulatory oversight from the local level to the federal level for the proposed construction and, provided they stick to their stated timeframe and abide by their commitments and representations their request letter, we would recommend that this group receive permission to again utilize the South Point ramp for this worthwhile habitat enhancement project. We have also attached a memo from Kelly Rados, Director of Recreation and Parks that details their support for this worthwhile request.

If you have any questions or need any additional information please let me know. Attached as well is an area diagram and project descriptions that accompany their letter. Necessary senior staff from this Department and the Department of Recreation and Parks can be available for any presentation of this request to the County Commissioners.

## Attachments

cc: David Bradford  
Jenelle Gerthoffer  
Katherine Munson  
Kelly Rados



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | [www.PlayMarylandsCoast.org](http://www.PlayMarylandsCoast.org)

## **MEMORANDUM**

**TO:** Weston S. Young, Chief Administrative Officer  
Joseph E. Parker III, Deputy Chief Administrative Officer  
**FROM:** Kelly Rados, Director of Recreation & Parks  
**DATE:** March 28, 2022  
**SUBJECT:** Request for Special Use – South Point Boat Ramp

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We received a request from Maryland DNR, in conjunction with the Maryland Coastal Bays Program and Audubon Mid-Atlantic to utilize a portion of the South Point Boat ramp to facilitate a conservation project to benefit state listed endangered birds. The project includes launching of their artificial nesting islands using the boat ramp the week of April 11, 2022. In addition, they are requesting to use the northeast corner of the boat ramp to stockpile clam shells taking up approximately 20' x 50'.

Launching of the artificial platforms would only take one to two days to deploy, with the exact day being determined by weather. The platforms are currently being stored on private property and would be moved to the boat ramp on the day that they would be launched. The clam shells would be loaded onto the artificial rafts when they are launched. There will be no clam shells remaining at the boat ramp site upon completion of launching the rafts.

This request was submitted and approved last year by the Commissioners on February 16, 2021. The project was very successful last year and there were no issues on our end. Our Department has reviewed this year's request and do not have any conflicts or concerns.

### **Attachments**

cc: Jacob Stephens, Parks Superintendent  
Robert Mitchell, Director Environmental Programs  
David Bradford, Deputy Director Environmental Programs




**MARYLAND COASTAL BAYS FOUNDATION, INC.**

8219 Stephen Decatur Highway

Berlin, Maryland 21811

T: (410) 213-2297

F: (410) 213-2574

[www.mdcoastalbays.org](http://www.mdcoastalbays.org)

March 24, 2022

Ms. Kelly Rados  
 Director of Recreation and Parks  
 6030 Public Landing Road  
 Snow Hill, MD 21863

Dear Director Rados,

This letter is to request temporary use of a portion of the South Point Boat ramp to facilitate a conservation project to benefit state listed endangered birds. This effort is being undertaken by a partnership of Maryland DNR, the Maryland Coastal Bays Program and Audubon Mid-Atlantic. The project will install an artificial nesting island made up of wooden raft units in Chincoteague Bay in April 2022. This will provide a nesting site for two state-endangered colonial waterbird species, Common Tern and Black Skimmer. A detailed description of the project is attached.

You may remember that the Worcester County Commissioners approved the use of the South Point Boat Ramp for this project in 2021. Last year's results were very encouraging as we had 23 pairs of Common Terns utilize the artificial islands for nesting last year (See attached Project Activities and Outcomes Report). We hope to have even greater use this year. Because of the success last year, the partnership requested a modification to the State and the Army Corps permit to increase the size of the artificial nesting islands from 32' X 32' to 48' X 48'. This modification has been approved (see attachments).

Launching of the artificial platforms is expected to occur the week of April 11<sup>th</sup> but should only take one to two days to deploy. Launching of the rafts is weather dependent and the exact day(s) will be determined by the weather. The platforms are currently stored on private property adjacent to the South Point Boat Launch. Platforms will be moved to the boat ramp and will be launched the same day.

We would like to use a portion of the ramp (the northeast corner – see the attached map)) of the ramp to stockpile clam shell which will be delivered to the site the week prior to the launch. There will be about 10 tons of shell delivered and will take up an area approximately 20' X 50'. This shell will be used as nesting substrate for the birds and will be loaded on the artificial rafts when they are launched. There will be no shell remaining at the boat launch once the rafts are launched.

The rafts will then be towed by boat to the installation site in Chincoteague Bay between South Point Spoils and Assateague Island. The launching of the rafts will be undertaken by a small

*"Striving to improve our land and water for fish, wildlife and every one of us!"*



team of DNR, Maryland Coastal Bays staff and a small number of volunteers. We do not expect that this activity shall interfere with public boating activities in any way. We can make sure that boaters who wish to launch vessels will be able to do so – even during the raft launching day(s).

This project is time sensitive as the terns and skimmers return to the Coastal Bays for the nesting season in late April and May. We would like to have the floating island in place a few weeks prior to the beginning of nesting season.

We thank you for your consideration of this request and look forward to working with Worcester County on this important conservation project to provide nesting area for these iconic birds of Maryland's coast. Please do not hesitate to contact me, or the project staff listed below, if you have any questions.

Sincerely,



Kevin M. Smith, Executive Director  
Maryland Coastal Bays Program  
[ksmith@mdcoastalbays.org](mailto:ksmith@mdcoastalbays.org)

**Attachments:**

1. Bird Nesting Island Activities & Outcomes
2. State & Federal Permit Modifications
3. Exhibit A: Boat ramp area needed (map image)

**Project staff contacts:**

David Brinker, Maryland DNR: [dave.brinker@maryland.gov](mailto:dave.brinker@maryland.gov) ; Phone: 410-375-6431

David Curson, Audubon Maryland-DC: [david.curson@audubon.org](mailto:david.curson@audubon.org) ; Phone: 410-558-2473

Roman Jesien, Maryland Coastal Bays Program: [ksmith@mdcoastalbays.org](mailto:ksmith@mdcoastalbays.org)

## Artificial Nesting Islands – Chincoteague Bay Report on Activities & Outcomes in 2021

### Nesting raft design, construction and installation

The nesting raft used in 2021 functioned as a single square-shaped “island” with dimensions of 32’ x 32’. It was constructed of eight wooden-framed units, each 16’ x 8’. The dimensions of the individual units were chosen to ensure that each unit could be easily launched into the water at the public boat ramp at South Point in Worcester County. This boat ramp is 14 feet wide. Each unit was built with eight plastic dock floats installed beneath the wooden frame to provide the correct amount of buoyancy to ensure that the completed unit floated at an appropriate height in the water. Six of these floats were wheeled to facilitate easy launching into, and removal from, the water.



*Raft units at storage facility showing wheeled floats, wooden edge walls, and the latch mechanism that connects rafts together.*

The units were launched at South Point boat ramp on May 4, 2021, from a rollback flatbed truck used to transport them from a nearby storage site. Project staff and volunteers connected the units into pairs in the water at the boat ramp with steel plates to create four sections each 16' x 16'. These sections were then loaded with crushed clam shell by an excavator on the boat ramp to provide a suitable nesting substrate for terns. Eight tons of clam shell was used to provide a layer 2 inches deep covering the surface of the completed raft. Once assembled the raft was surrounded with a 6-inch high wooden edge wall to contain the clam shells and more importantly small tern chicks.

The four subsections, already preloaded with shell, were towed by small boats to the project location and assembled into a single raft at the project site. The 16' x 16' sections were connected by latches affixed to the sides of each subsection. There were two latches on each internal edge that joined pairs of sections. This created a 4-inch-wide gap between the rafts, which was covered with a strip of outdoor carpet nailed onto each rim to prevent tern chicks from falling through the gap into the water.



*Project staff and volunteers launch the rafts and prepare them for towing to the project location in Chincoteague Bay.*

Once the raft was fully assembled, we anchored it into position with four 22 lb. plow anchors, one attached to each corner of the raft, according to the anchoring diagram submitted with the original JPA. The anchor lines were 150 feet long and the water depth at the project site was ~4 feet deep. The GPS coordinates of the center of the completed raft were 38.18917 N by 75.19834 W. The raft was fitted with partial aids to navigation (PATON) in the form of white anchor lights attached to each corner of the raft. Each anchor light was fitted to the top of a pole so that it was positioned ~2.5 feet above the raft surface. The anchor lights were powered by 12-volt sealed glass



matt rechargeable batteries maintained by a charge controller and solar panel placed in the center of the raft. The position of each anchor was marked at the water surface by an orange marker buoy.

DNR posted area closure signs on the raft to deter disturbance by boaters.



*Common Terns at the installed nesting raft. The solar panel and battery, used to power the marker lights and social attraction sound system, are in the center of the raft.*

#### **Physical and biological characteristics of the project site**

The water depth at the nesting raft at MLW was approximately 4 feet.

Visual inspection and spot sampling confirmed that no SAV was present beneath the nesting raft or at the four anchor locations.

#### **Social attraction to facilitate colony establishment**

To increase the likelihood of colony establishment by the target bird species, plastic (polyethylene) decoys painted to resemble Common Terns and Black Skimmers were placed on the raft. An audio-lure sound system that broadcast the sounds of an active Common Tern colony during daylight hours was added to the raft to increase the social attraction impact of the decoys. We positioned 27 Common Tern decoys and 12 Black Skimmer decoys in a random pattern across the raft. The sound system was powered by the same battery and solar panel system that powered the anchor lights. The active period of each of these instruments was controlled by a photo switch that activated the sound system and tuned off the lights 15 minutes before sunrise and reversed this process 15 minutes after sunset.

Sixteen small wooden shelters were placed on the raft to offer shade and protection to tern chicks from weather and predators. In addition, each corner of the raft had a built-in wooden shelter for the same purpose.

### **Monitoring Activities**

Once installed, the nesting raft was monitored by DNR staff with site visits, approximately weekly, and also by remotely operated video cameras. Four cameras were used, one camera positioned at each corner of the raft facing the center of the raft. In May, technical issues with the internet connection prevented the cameras from providing remote video feed, but by June 15 the cameras provided continuously streaming video so that it was possible to monitor the raft remotely.



*View of nesting raft from above.*

During site visits monitoring documented species and numbers of bird present, and the number and location of any nests. The status of nests was recorded including the number of eggs and chicks. To investigate colony site fidelity, one adult from each Common Tern nesting pair was banded with USGS stainless steel band and an individually numbered field readable leg band during the incubation stage of nesting. All tern chicks were banded with USGS bands shortly after hatching. Chicks that survived to near fledging age had a field readable band added on the opposite leg when they were approximately 14-20 days old. In total 19 Common Tern adults and 28 chicks were banded.

### **Raft disassembly and storage after breeding season**

On September 20, 2021, at the end of the tern's breeding season, after all terns had left the raft, it was disassembled into its four constituent, double-wide sections and each was towed back to shore at the South Point boat ramp. Disassembly was a straightforward process, achieved by raising the latches connecting the four sections, and allowing them to drift apart. At South Point boat ramp, each double-wide section was separated into its two individual units by removing the steel plates binding them. Each individual unit was then pulled out of the water by a tractor, loaded onto a rollback and taken to a nearby storage site.

Each unit was inspected visually at this time and found to be free of any damage. The plastic floats were all intact and had a covering of barnacles and seaweed attached to them. The upper edge of this covering illustrated the position of the waterline when the rafts was floating at the project site. The wheels rotated freely as the units were pulled from the water. The units were left to dry off at the storage site and will be scraped down over the winter to remove dead barnacles and seaweed.



*Raft unit being removed from the water at the end of the breeding season. The upper limit of barnacles and seaweed on the raft floats shows the level of the waterline when the raft was floating.*

## 2021 Project Outcomes

### **Bird use of nesting raft**

The first year of this project was a great success. The raft was successfully used as a nesting site by one of the target species, Common Tern, and it held up well through several storm events.

Three species of bird nested on the raft in 2021. Two of these were not target species of the project. A monitoring visit on May 28 found a pair of American Oystercatchers with a nest containing three eggs. A pair of Herring Gulls established a nest, which contained one egg on June 15. Two of the oystercatcher eggs hatched on June 18, but the chicks disappeared within 3 days of hatching. They were most likely depredated by the nearby nesting pair of Herring Gulls. Herring Gulls are known serious predators on tern chicks. When the first pair of Common Tern established a nest on the raft the decision was made to remove the nesting pair of gulls from the raft. The gull egg was removed, and one member of the gull pair was shot by USDA Wildlife services. These actions broke up the gull nesting attempt and thereby provided a relatively predator free colony site for the Common Tern colony that developed on the raft.

One of the project's target species, Common Tern, established a nesting colony on the raft. The terns began nesting in late June, which is later in the season than is typical (mid-May) for this species in Maryland. The first Common Tern egg was laid on the nesting raft on June 23. Nest establishment by terns continued until late July with the last egg being laid shortly after July 21. A total of 23 nests were established and a total of 42 eggs were laid. Details on nesting performance are presented in Table 1.

*Table 1. Reproductive performance of Common Terns on Chincoteague Bay nesting raft, 2021.*

<b>Reproductive parameter</b>	<b>Total</b>	<b>Summary</b>
<i>Nest establishment</i>		
Nests established	23	
# Eggs laid	42	Mean clutch size 1.8
<i>Nest success</i>		
Successful nests <sup>a</sup>	19 <sup>b</sup>	Nest success 83%
Nest failed due to depredation	3	
Nest failed due to other factor	1	
Chicks fledged	22	Mean chicks fledged 1.2 <sup>c</sup>

<sup>a</sup> Successful nest defined as nests hatching at least one egg. Incubation period is 22 days (Nisbet 2002).

<sup>b</sup> Total includes two nests that were observed for 15 days and 20 days of incubation, respectively, and were assumed to have hatched.

<sup>c</sup> Chicks fledged per successful nest.

#### **Physical Performance of nesting raft**

The nesting raft performed well and sustained no physical signs of damage over the 20 weeks it was anchored in Chincoteague Bay. The structure floated in the water at the anticipated height, with approximately 2/3 the float height below the water and the top 1/3 of the float height above the waterline. All of the wooden and metal hardware components of the raft were above the waterline.

The raft design performed well during several stormy weather events. On July 8, the remnants of Hurricane Else passed through Maryland as a tropical storm. On the evening of July 8, the RAWS weather station on Assateague Island recorded steady winds of 32mph and gusts of 55mph. The remote video cameras on the nesting raft documented conditions during the storm and showed the raft rising and falling with the swell of the bay and flexing at the latched joints between the raft units. The video showed waves breaking over the edge of the raft and spray reaching several feet onto the raft from the edge. Project staff visited the raft the day after the storm passed and found all chick shelters and decoys still in place. At the time the storm passed there were seven active Common Tern nests on the raft with eggs being incubated by adults. None of these nests was lost in the storm, and six of them later hatched at least one egg.



2. Until the authorized work is complete, Licensee shall have available at the site a copy of this License including the plans and drawings.
3. This License constitutes Maryland's authorization to conduct the authorized work under the State Tidal Wetlands Law. This License does not bestow any other federal, State, or local government authorization.
4. Licensee shall have all proposed work above Mean High Water reviewed and authorized by the local county Department of Planning and Zoning or applicable agency.
5. Licensee shall notify MDE's Inspection and Compliance Program by phone (410-537-3510) AND in writing (MDE, Inspection and Compliance Program, 1800 Washington Boulevard, Baltimore, MD 21230) of the following:
  - start date at least five business days before beginning work; and
  - completion date no more than five business days after project completion.
6. If MDE has issued a Water Quality Certification with respect to the authorized work, Licensee shall comply with all conditions of that certification.
7. Licensee shall conduct the authorized work in accordance with Critical Area Commission requirements. This License does not authorize disturbance in the Buffer. If authorized work will disturb the Buffer, Licensee shall have a Commission-approved or locally-approved Buffer Management Plan before beginning the authorized work.  
 "Buffer" means the 100-foot Critical Area Buffer and any expanded area that is immediately landward of the mean high-water line of the tidal waters or is immediately landward of tidal wetlands. The Buffer includes expanded contiguous area if the contiguous area includes steep slopes, hydric soil, or highly erodible soil, or otherwise meets the criteria of COMAR 27.01.09.01.E(7). "Disturbance" means any alteration or change to the land including any amount of clearing. Clearing includes vegetation removal, grading, and construction activity.
8. Licensee may not fill, dredge, or otherwise alter or destroy tidal marsh or its vegetation unless this License specifically authorizes the activity.
9. Licensee may not stockpile material in State tidal wetlands/State tidal waters of the U.S.
10. Licensee shall allow unfettered public use of State wetlands/State tidal waters of the U.S.
11. This License does not transfer a property interest of the State.
12. Licensee shall file a Miss Utility ticket for the proposed work at least 10 days before beginning work. *Miss Utility: 800-257-7777*
13. Licensee shall ensure that structures (for example, piers and piles) removed from the site are taken to an upland disposal facility approved by MDE's Inspection and Compliance Program.
14. If the authorized work impacts more than 5,000 square feet or includes 100 or more cubic yards of fill, Licensee shall conduct the authorized work in accordance with a locally-approved Soil Erosion and Sediment Control Plan.
15. If the authorized work is not performed by the property owner, all work performed under this Tidal Wetlands License shall be conducted by a marine contractor licensed by the Marine Contractors Licensing Board (MCLB) in accordance with Title 17 of the Environment Article of Annotated Code of Maryland. A list of licensed marine contractors may be obtained by contacting the MCLB at 410-537-3249, by email at *MDE.MCLB@maryland.gov* or by accessing the *Maryland Department of the Environment, Environmental Boards webpage*.



WL#20-1213(R1)

MDNR Bird Nesting Rafts

16. Licensee shall allow State officials and employees to make inspections at reasonable times and cooperate with those inspections.
17. This License is granted only to the Licensee. Licensee may transfer the license only with written approval from the Board of Public Works. If the Board of Public Works approves the transfer, the transferee is subject to all License terms and conditions.
18. Licensee shall indemnify, defend, and save harmless the State of Maryland, its officials, officers, and employees from and against any and all liability, suits, claims, and actions of whatever kind, caused by or arising from, the work this License authorizes.
19. The Board of Public Works or its Wetlands Administrator may modify, suspend, or revoke this License in its reasonable discretion.
20. This License expires April 21, 2024. If the authorized work is not completed by the expiration date, all activity must stop.

Note: A three-year license may be renewed for one additional three-year term if the Licensee requests an extension before the expiration date and all other conditions are met. A six-year license may not be renewed; instead Licensee must reapply to MDE for a new license. Contact the Board of Public Works to determine if this License may be extended.  
*Board of Public Works: 410-260-7791*

By the authority of the Board of Public Works:

**William  
Morgante**

Digitally signed by  
William Morgante  
Date: 2022.03.04  
10:54:14 -05'00'

William Morgante  
Wetlands Administrator

Effective Date: April 21, 2021  
 Approved as: Secretary's Agenda Item 4  
 Board of Public Works Meeting Date: April 21, 2021  
 Revised: March 3, 2022 (R1)

**I accept this License and all its conditions.**

March 4, 2022

Date



Licensee (Signature)

Jonathan A. McKnight

Name (Printed)

Associate Wildlife Director

Title

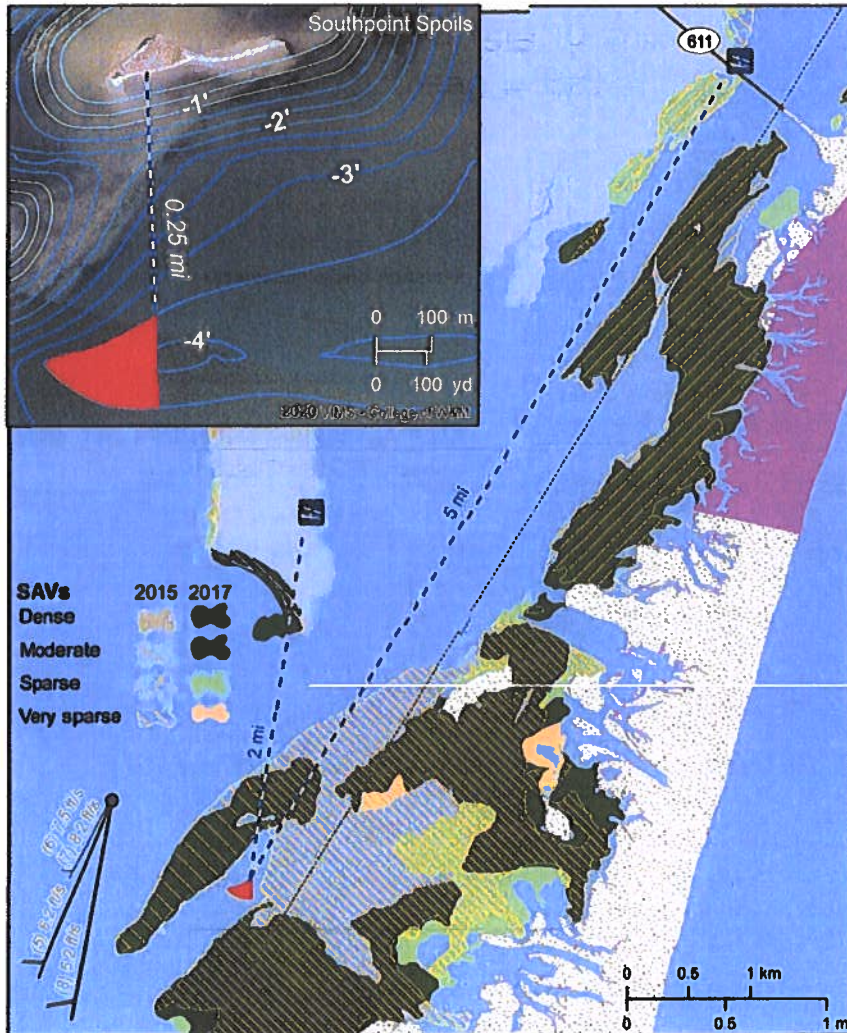
jonathan.mcknight@maryland.gov

Email (to receive completed license)

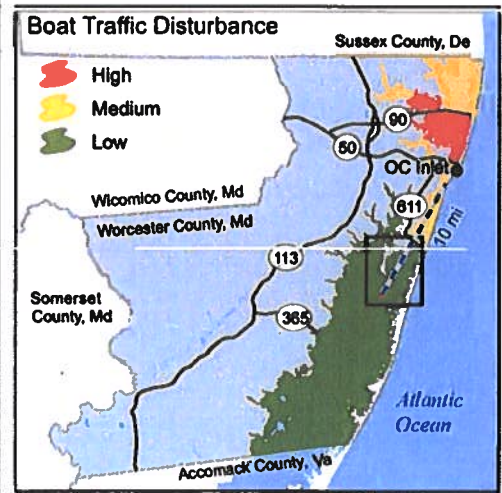
3/9/2021

1. Floating Islands-permit map\_March 8 2021.jpg

## Floating Island Site Chincoteague Bay, Md



- Boat ramp
- National Seashore Jurisdiction
- Floating Island Site
- Assateague Island Management**
- MDDNR
- NPS
- Average Wind Direction**
- (Month) Average Speed feet/second (ft/s)*



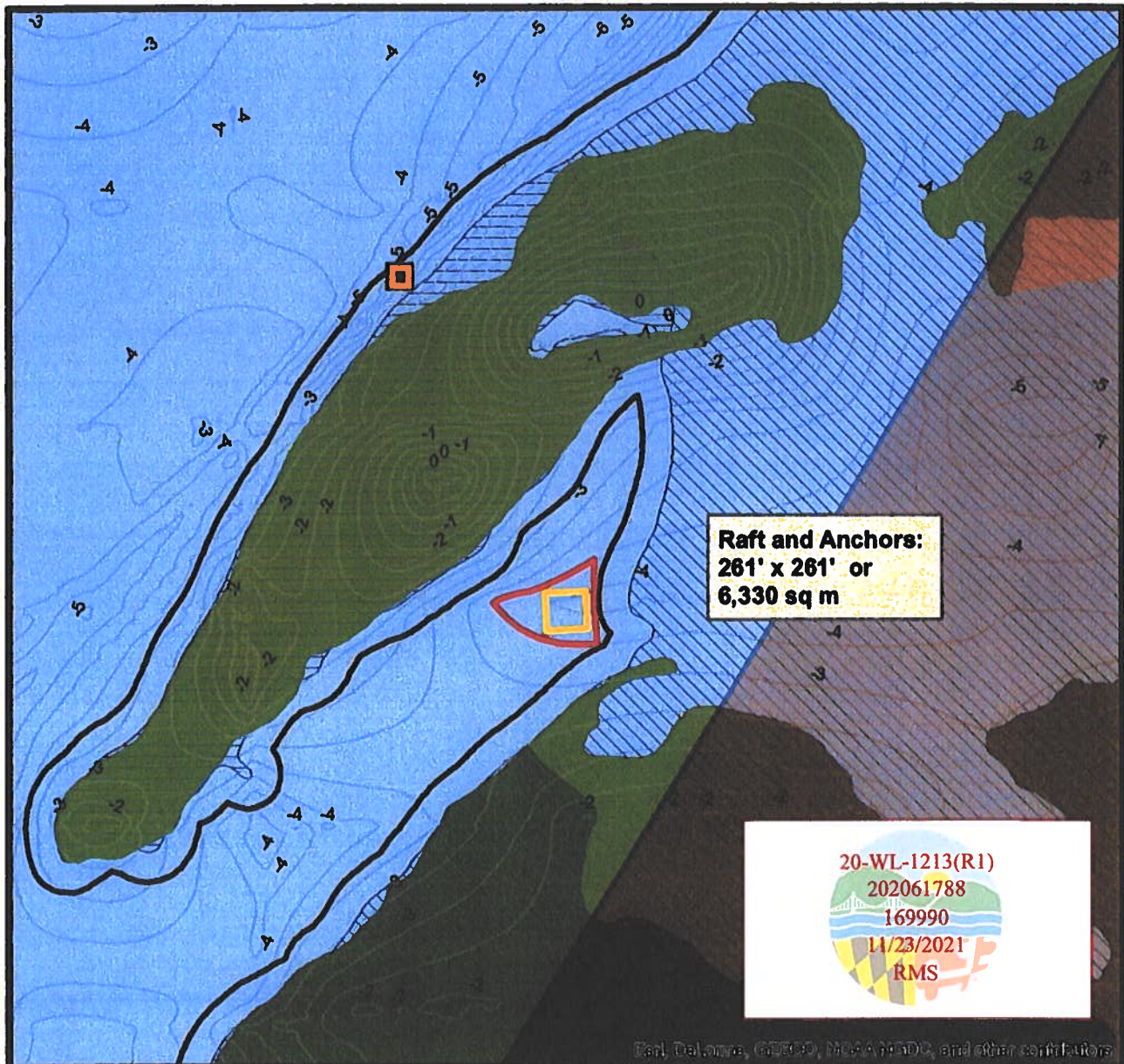
Source: Md Dept. of Natural Resources, Coastal Bays Boater's Guide, Assateague Island National Seashore, NOAA Coastal Management.

Prepared: 8 March 2021













# Vicinity Project Area for Proposed Tern Nesting Raft



-  Channel Navigation Markers
-  200 foot Buffer from SAV
-  Raft Anchorage Area
-  Tern Raft Project Area (20,745 sq m )
-  Assateague Island National Seashore

## SAV Beds

2015	2017
	 Dense
	 Moderate
	 Sparse
	 Very Sparse

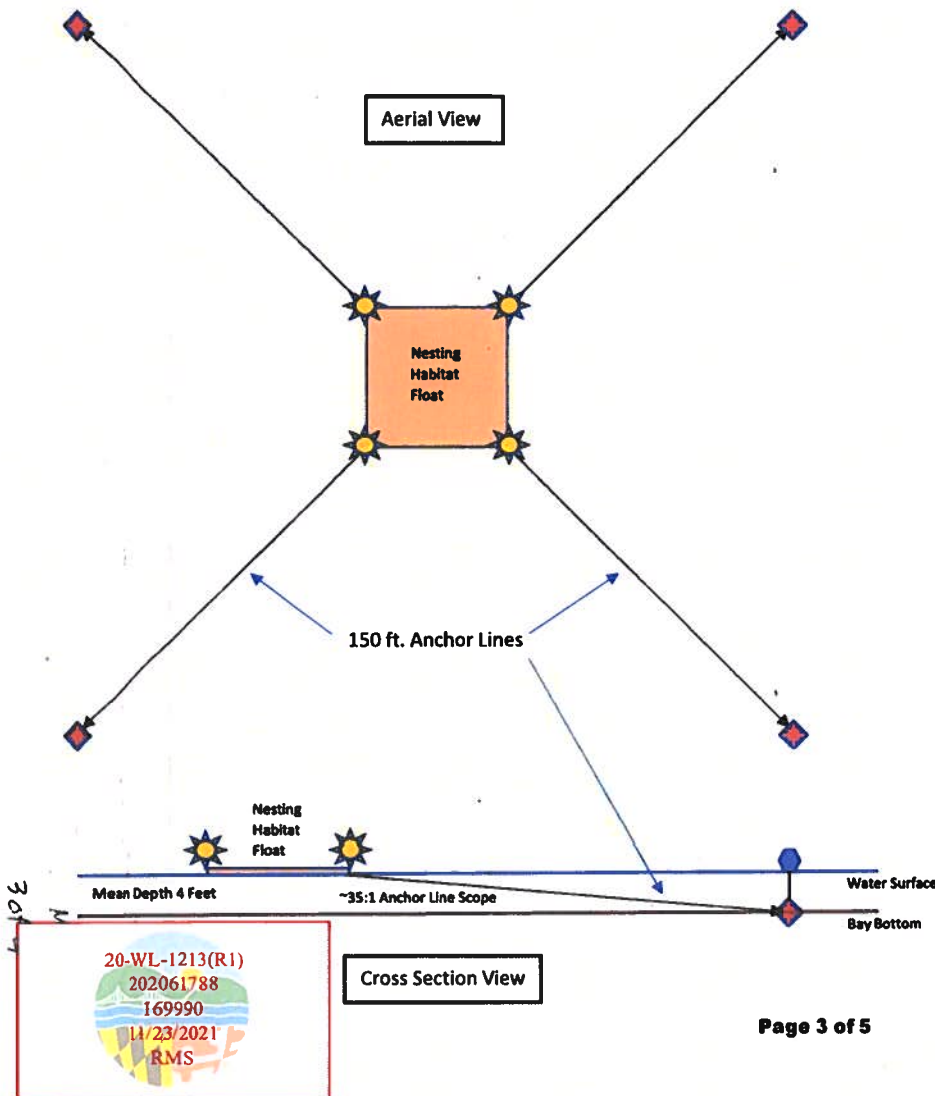
2017 is the most recent year for SAV data collected in this area. No 2018 or 2019 SAV data are within this area.

Data Sources: Coast Guard Channel Markers and Assateague Boundary:  
National Park Service GIS data download website.  
SAV Beds: MD Dept. of Natural Resources.

Page 2 of 5

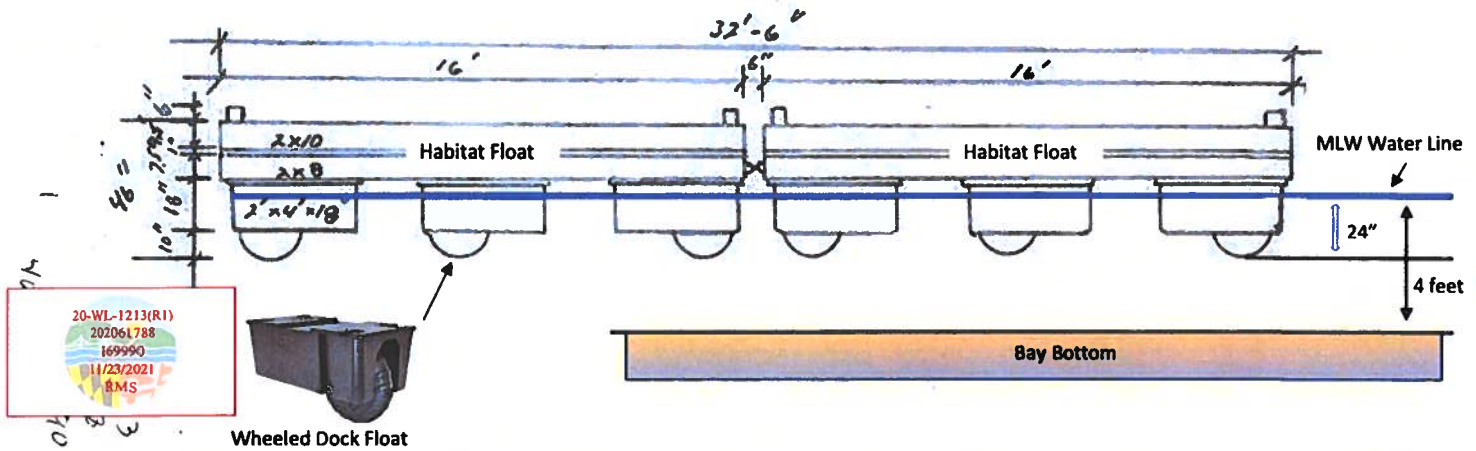


Wildlife & Heritage Service  
11/23/2021

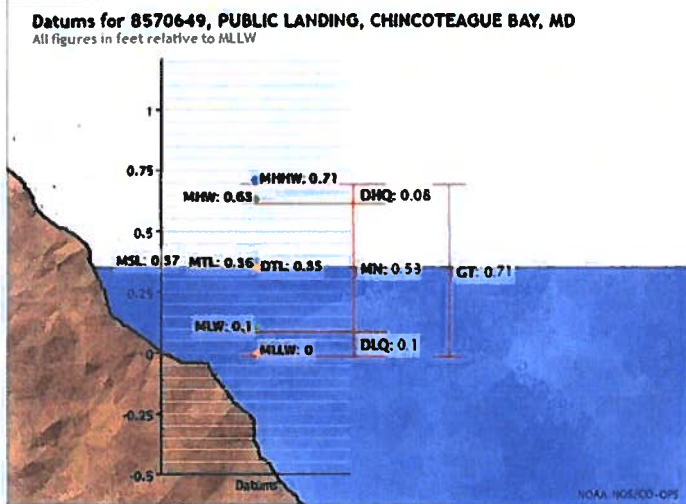




**Note: Cross-section shows dimensions of float deployed in 2021. Revised configuration will be 48' by 48' using 9 16' by 16' sections (RMS)**



Page 4 of 5



COASTAL NESTING RAFTS
SIDE VIEW
SCALE 1/4" = 1'
By:
JOHN P. COLLINS
12702 WEST FORD COURT
WEST OCEAN CITY MARYLAND
21342
410.726.0075
2/16/2021





DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, BALTIMORE DISTRICT  
ATTN: REGULATORY BRANCH  
2 HOPKINS PLAZA  
BALTIMORE, MARYLAND 21201-2930

March 15, 2022

Operations Division

Maryland Department of Natural Resources  
Wildlife and Heritage Service  
c/o Mr. Jonathan McKnight  
580 Taylor Avenue E-1  
Annapolis, Maryland 21404

Dear Mr. McKnight:

This is in reference to your January 10, 2022, modification request to Department of the Army (DA) permit, NAB-2020-61788 (Maryland DNR and MD-DC Audubon/Floating Nesting Islands), issued on May 3, 2021, authorizing construction of a total of four (4) approximately 16-foot wide by 16-foot-long (1,024 square feet) temporary floating nesting structures in water depths of minus -4.0 feet MLW in Chincoteague Bay located at the southeast side of South Point Spoils Island, Worcester County, Maryland.

You requested that the Corps of Engineers, Baltimore District (Corps) modify the above referenced DA permit to enlarge the size of the temporary floating nesting structures by approximately 1,280 square feet to provide greater potential nesting area for state-listed Endangered colonial waterbirds.

As a result of our reevaluation of your project, including the requested modification, the project with the modification has been found to be "not contrary to the public interest." Therefore, the work description is hereby amended to state:

"To temporarily install a total of nine (9) approximately 16-foot wide by 16-foot (2,034 square feet) long floating bird nesting rafts connected together by latches and secured in place with anchor lines; all to extend no more than approximately 344 feet channelward of the open marsh interface approximately .25 miles southeast side of South Point Spoils Island, in Chincoteague Bay, Worcester County, Maryland."

All other conditions of the original May 3, 2021 DA permit remain in effect and adherence shall be strictly maintained. In addition, all required State and local authorizations must be secured prior to commencement of construction.

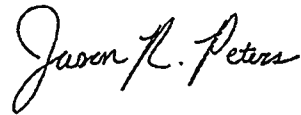
A copy of this letter is being furnished to the Maryland Department of the Environment for informational purposes under State Tidal Wetlands License No. 20-

-2-

1213(R1). If you have any questions concerning this matter, please contact Ms. Lamuelle Coleman of this office at (410) 395-4660 or via email at [Lamuelle.L.Coleman@usace.army.mil](mailto:Lamuelle.L.Coleman@usace.army.mil).

By Authority of the Secretary of the Army:

Issued for and on Behalf of  
Estee S. Pinchasin  
Colonel, U.S. Army  
Commander and District Engineer



Jason R. Peters, PWS  
Chief, Maryland South Section

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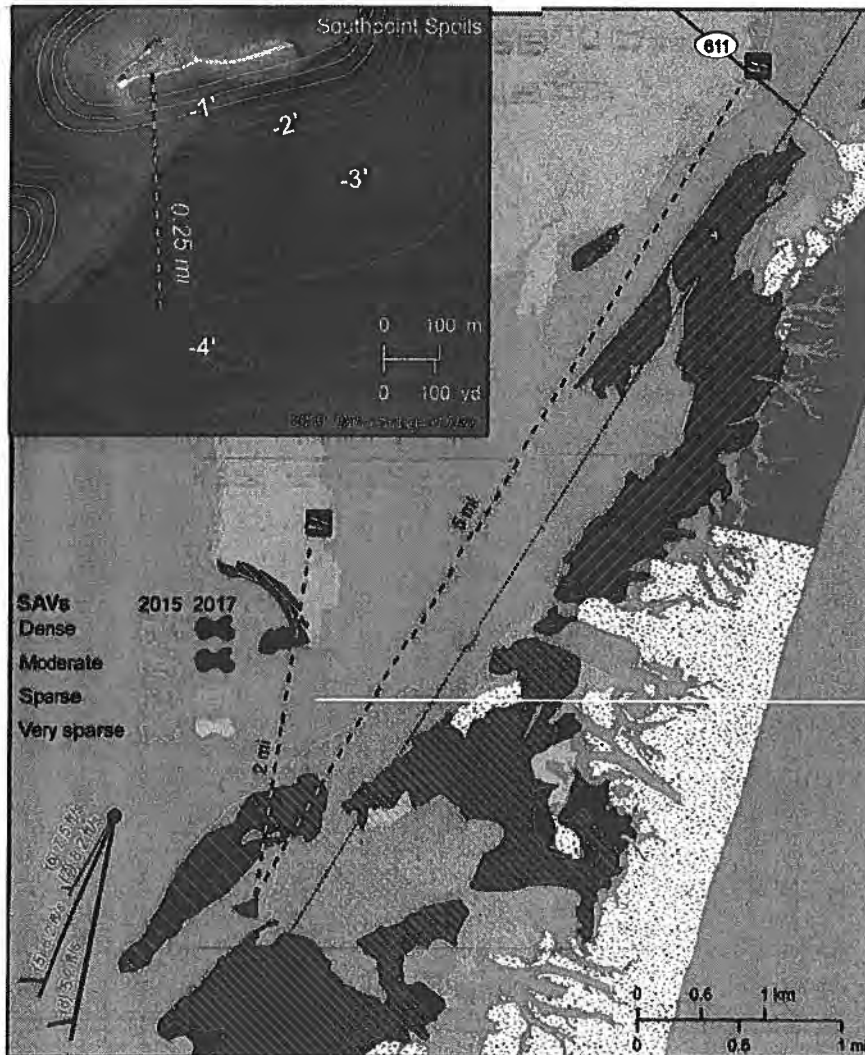
To identify how we can better serve you, we need your help. Please take the time to fill out our new customer service survey at: <https://regulatory.ops.usace.army.mil/ords/f?p=136:4>



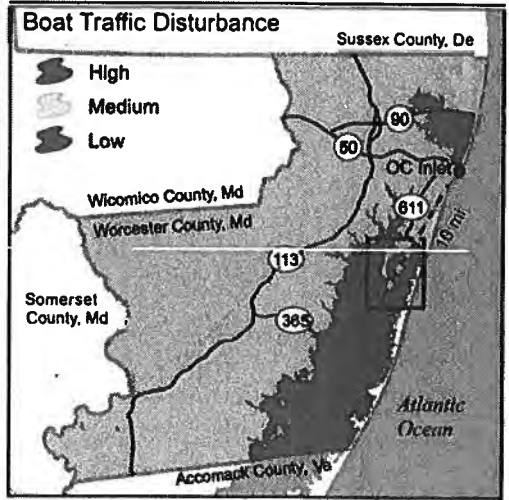
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- National Seashore Jurisdiction
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- (Month) Average Speed feet/second (ft/s)*

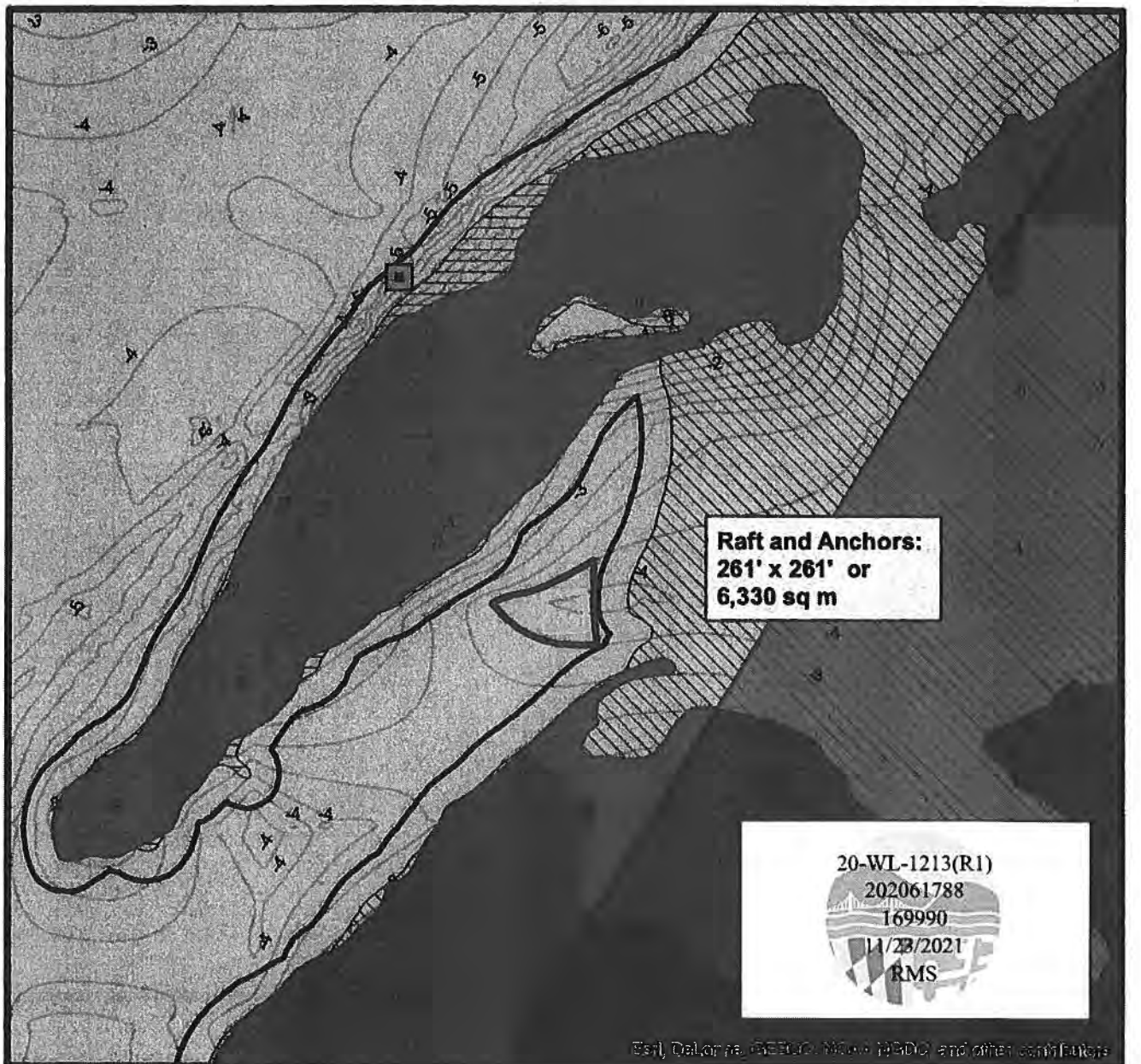







Source: Md Dept. of Natural Resources, Coastal Bays Boater's Guide, Assateague Island National Seashore, NOAA Coastal Management.

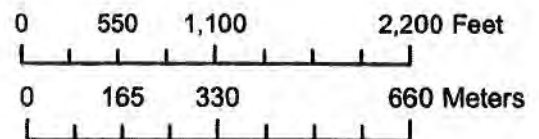
Prepared: 8 March 2021

20-WL-1213(R1)  
202061788  
169990  
11/23/2021  
RMS









# Vicinity Project Area for Proposed Tern Nesting Raft



-  Channel Navigation Markers
-  200 foot Buffer from SAV
-  Raft Anchorage Area
-  Tern Raft Project Area (20,745 sq m)
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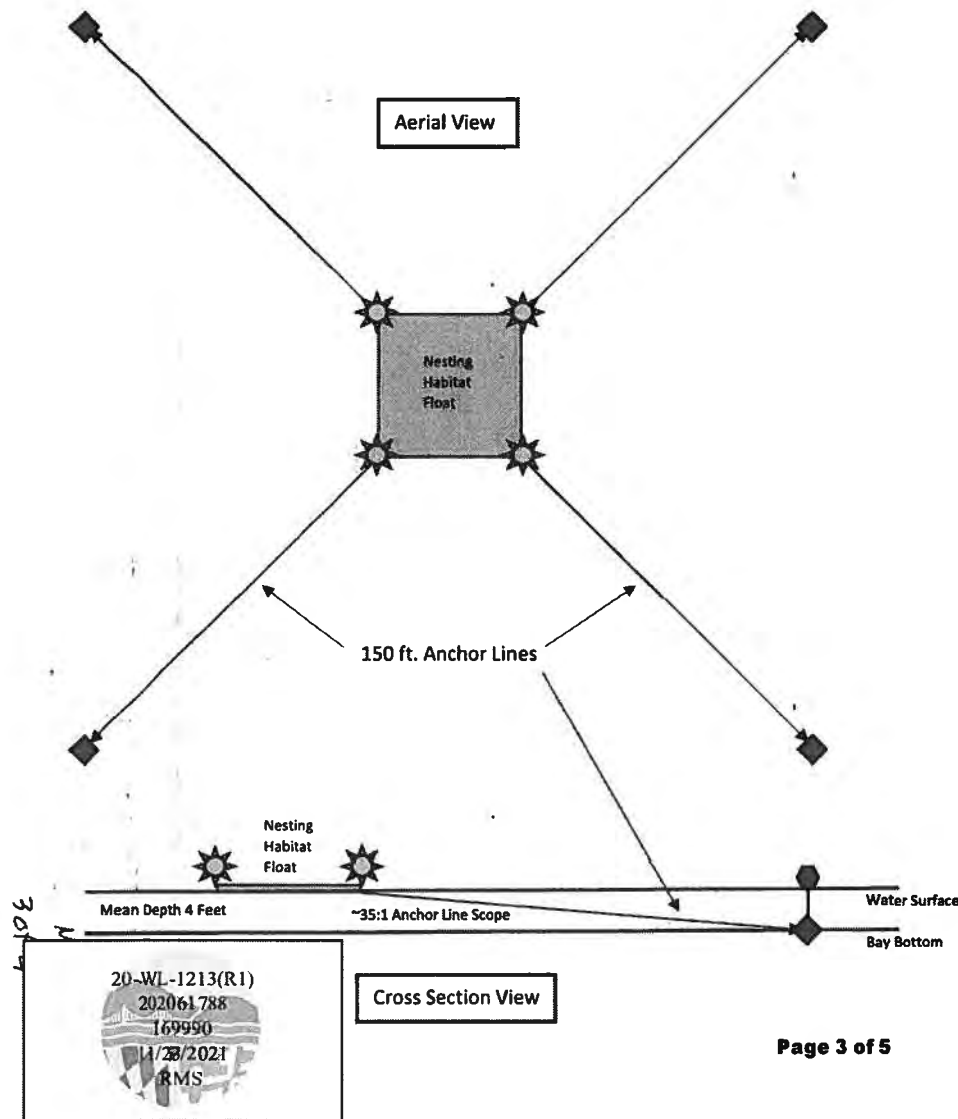
2017 is the most recent year for SAV data collected in this area. No 2018 or 2019 SAV data are within this area.

Data Sources: Coast Guard Channel Markers and Assateague Boundary:  
National Park Service GIS data download website.  
SAV Beds: MD Dept. of Natural Resources.

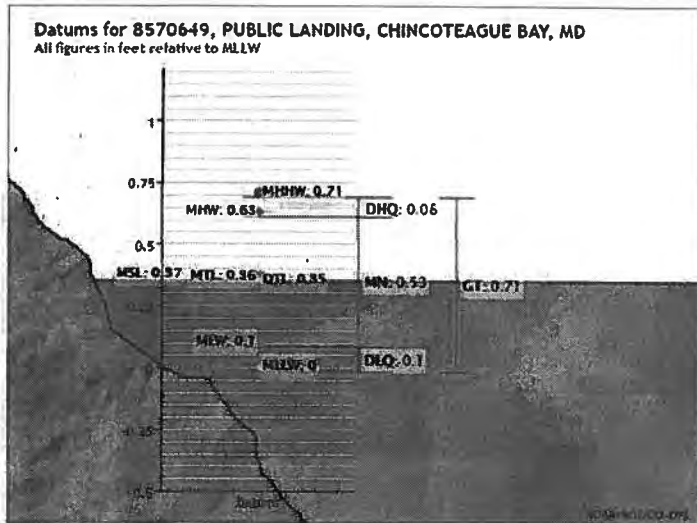
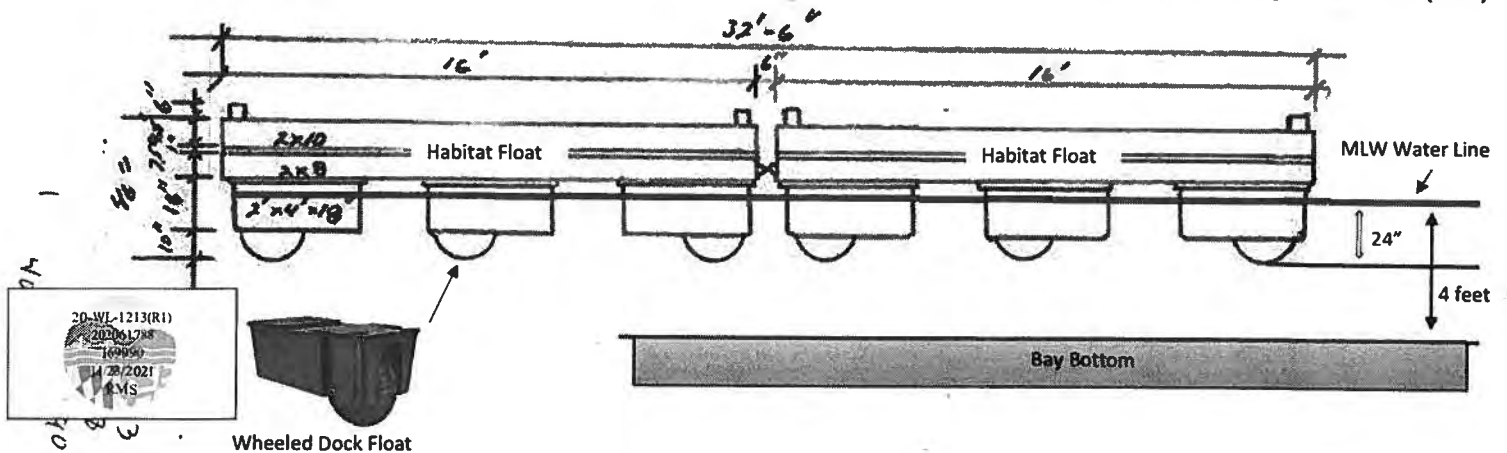
Page 2 of 5



Wildlife & Heritage Service  
11/23/2021

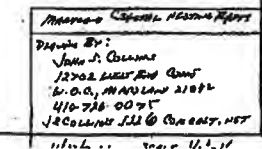


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Page 4 of 5

COASTAL NESTING RAFTS
SIDE VIEW
SCALE 1/4" = 1'
By: JOHN L. COLLINS
12702 WEST FARM COURT
WHEATON CITY, MARYLAND
21842
410-726-8075
2/16/2021





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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**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

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

**TO:** Weston S. Young, P.E., Chief Administrative Officer  
 Joseph Parker, Deputy Chief Administrative Officer  
**FROM:** Christopher Clasing, P.E., Deputy Director *Chs Cy*  
**DATE:** March 29, 2022  
**SUBJECT:** Small Project Agreement – Pier 23 Restaurant

Attached for approval is a Small Project Agreement for the Pier 23 Restaurant water service extension along Harbor Road in West Ocean City. This project will provide public water service for fire protection via the Mystic Harbor Service Area to the proposed restaurant.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required West O Bistro & Bar LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

This agreement has been reviewed by the County Attorney and it is now being presented for approval.

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

**Attachment**

**cc:** Dallas Baker Jr., P.E., Director  
 Robert Mitchell, Director of Environmental Programs



**WORCESTER COUNTY  
SMALL PROJECT  
WASTEWATER AND/OR WATER AGREEMENT**  
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this 29 day of March, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Mystic Harbor Service Area, hereinafter called "Service Area" and the West O Bistro & Bar LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

**A. PROJECT-** Construction of facilities for a public water connection to provide fire protection service as described in Paragraph C to serve the Pier 23 Restaurant hereinafter called "Facilities."

**B. LOCATION PROPERTY**

Properties affected by this agreement are more particularly described as follows:

Deed Reference 07605/00006 Tax Map 27 Parcel 376

**C. SERVICE TO BE PROVIDED** water service to the water main installed to access for fire protection service only to the Pier 23 restaurant. Line shall not be used for or connected to potable water for the restaurant unless expressly authorized by Worcester County.

**D. LEGAL REQUIREMENTS AND PROCEDURE**

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by March 21, 2022 complete construction by June 1, 2022 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.
8. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.

9. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS \_\_\_\_ None. \_\_\_\_\_

---

## F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

## G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees are costs are estimated to be \$2500.00.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$2500.00 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

## H. FACILITIES CONSTRUCTION-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve the Pier 23 restaurant with fire flow only service.
2. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

## I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.
3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.



5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities.
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

\_\_\_\_\_  
Weston Young, P.E.  
Chief Administrative Officer

\_\_\_\_\_  
(SEAL)  
Joseph M. Mitrecic, President

Witness:

DEVELOPER

Hammond

West O Bistro + Bar LLC

Jacklyn Hammond  
(Print Name)

Cole Tawstin owner  
Print Name and Capacity

(Signature)  
(SEAL)  
Signature



Worcester County Administration

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

## ITEM 10

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
Candace Savage, Budget Officer *CS*  
DATE: March 25, 2022  
RE: FY2023 Notice of Public Hearing Operating Budget Advertisement

---

Attached please find a copy of the required advertisement that will be placed in the newspapers for the Notice of Public Hearing for the FY2023 Operating Budget. The meeting will be held at the Government Center.

We plan to advertise with the following options:

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at [wchearing@co.worcester.md.us](mailto:wchearing@co.worcester.md.us) or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 2, 2022 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

**7:00 P.M., Tuesday, May 3, 2022**  
**WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

The advertisement for the Notice of Public Hearing FY2023 Estimated Operating Budget is legally required to run at least once a week for two weeks. It will be advertised during the weeks of April 21 and April 28, 2022.

Attachment: Notice of Public Hearing

S:\Commissioners\Candace\FY23 Budget\FY23 Public Budget Hearing Memo.docx

**WORCESTER COUNTY  
NOTICE OF PUBLIC HEARING  
FY 2023 REQUESTED OPERATING BUDGETS**

The Worcester County Commissioners will hold a public hearing to receive comments on the Fiscal Year 2023 Operating Budgets as requested by the Agencies and Departments which are funded by the Worcester County Commissioners. If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at [wchearing@co.worcester.md.us](mailto:wchearing@co.worcester.md.us) or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 2, 2022 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

**7:00 P.M., Tuesday, May 3, 2022  
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

General Fund requested expenditures exceed available revenues (based upon current tax rates) by \$11,287,404. This difference must be reconciled by the County Commissioners either through reductions in expenditures or increases in taxes, fees and/or use of Budget Stabilization Funds. Copies of the requested budgets are available for public inspection on the Worcester County website at [www.co.worcester.md.us](http://www.co.worcester.md.us).

**GENERAL FUND ESTIMATED REVENUES**

	Requested Budget		Requested Budget
Property Taxes	\$ 152,507,544	Licenses & Permits	2,496,231
Income Taxes	34,500,000	Charges for Services	1,510,055
Other Local Taxes	16,941,000	Fines & Forfeits	29,000
State Shared	2,572,746	Interest	100,000
Federal Grants	378,886	Misc/Sale of Assets/& Other	411,986
State Grants	4,344,131	Transfers In – Casino/Local Impact Grant Funds	2,499,000

**TOTAL ESTIMATED REVENUES \$218,290,579**

**GENERAL FUND REQUESTED EXPENDITURES**

	Requested Budget		Requested Budget
Board of Education:			
Operating Expenses	\$100,983,605	Library	2,877,546
Debt Payments to be paid on behalf	12,726,490		
Boat Landings	381,250	Maintenance	1,533,278
Circuit Court	1,439,592	Mosquito Control	157,946
Commission On Aging	1,514,783	Natural Resources	612,489
County Administration	1,152,345	Orphan's Court	36,400
Debt Service (less Education Debt)	1,759,588	Other General Government	2,796,402
Development Review & Permitting	2,075,878	Other General Government: (State Dept. of Assessment Operating Exp)	555,440
Economic Development	443,150	Parks	1,625,297
Elections	1,355,240	Public Works Administration	999,511
Emergency Services	3,703,761	Recreation	1,850,067
Environmental Programs	1,593,459	Recreation & Culture	242,439
Extension Office	242,678	Recycling	942,809
Fire Marshal	661,470	Sheriff	10,203,690

## ITEM 10

Grants to Towns	7,013,867	Social Service Groups	838,368
Health Department	5,999,817	State's Attorney	2,619,551
Homeowner Convenience Centers	793,992	Taxes Shared w/ Towns	2,644,157
Human Resources	519,825	Tourism	1,359,429
Information Technology	644,914	Treasurer	1,308,580
Insurance & Benefits: (Includes OPEB-all employees)	24,790,008	Vol. Fire Co. & Ambulance Co.	9,609,321
Jail	9,740,911	Wor-Wic Community College	2,530,242
Roads	4,698,398		
<b>TOTAL REQUESTED EXPENDITURES    <u>\$229,577,983</u></b>			



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

TO: Weston S. Young, Chief Administrative Officer  
FROM: Candace Savage, Budget Officer *CS*  
DATE: March 29, 2022  
RE: Out of State Travel Request

## Out of State Travel Request

Administration	1	100.1090.070.7000.100
Department	# of Attendees	GL Account Code
Anaheim, CA	7/16/2022	7/21/2022
Destination	Depart	Return

Purpose of Travel: The Association of Government Accountants annual Professional Development Training conference provides educational sessions specifically for government accountants. Training sessions include GASB updates, auditing standards, grant management, and professional development. Continuing Professional Education credits will be awarded and are required to maintain the designation of Certified Government Financial Manager.

Estimated Costs: Airfare	\$750
Lodging	\$1,100
Meals	\$400
Registration Fees	\$875
Car Rental	
Other Transportation	\$50
Other	
<b>Total</b>	<b>\$3,175</b>



Worcester County Government

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

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: March 30, 2022  
RE: Congressionally Directed Spending Requests

---

We have been approached by staff from Senator Cardin and Senator Van Hollen offices regarding potential program and project funding. Congress has revived Congressionally Directed Spending, also known as earmarks, which will allow the Senators to direct federal funding to support local projects that enhance community priorities, transportation, health care, education, job opportunities, and other important economic development projects.

Our department heads and outside agencies have pulled together some specific projects to be requested. Further, we wish to include eligible projects currently planned within our Capital Improvement Plan that we are moving forward with. These requests are not guaranteed to be funded, however any project funded partially or fully this way will reduce the fiscal burden on the county.

While we have not heard directly from Congressman Harris' office, we intend to share the list with him as well.



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

<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: Weston S. Young, P.E., Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director *JKK*  
Date: March 10, 2022  
Re: Request for Congressionally Directed Spending for FY23 - Housing Rehabilitation Program

The Worcester County Department of Development, Review and Permitting (DRP) is requesting \$100,000 in Congressionally Directed Spending for FY23 to be included with the Community Development Block Grant (CDBG) over and above our standard grant award.

In 2021, Worcester County expanded the local Housing Rehabilitation Program by hiring a full-time employee in DRP to administer the existing grant and seek additional funding sources to rehabilitate the homes of low- and moderate-income residents of the county. There are currently several property owners on the wait list for the next grant cycle, indicating that there is a strong need within the community to provide this service.

The \$100,000 would allow Worcester County to rehabilitate approximately four to six homes in addition to the eighteen owner-occupied dwellings that are rehabilitated during each two-year grant cycle. Typical projects include roof replacement, lead abatement, accessibility features, energy efficient windows, plumbing upgrades, and other similar rehabilitation activities that allow residents to remain safe in their homes and age in place. These funds would be allocated to grant awards of up to \$30,000 for each project as well as cover the typical program inspection fees. The funds are highly likely to be expended during the federal fiscal year cycle, or no later than the end of the CDBG grant cycle in July 2024.

Thank you for your consideration of this matter. As always, I will be available to discuss this with you at your convenience.

cc: Gary Pusey, Deputy Director  
Davida Washington, Housing Rehab. Program Coordinator



*Our mission is to enhance the quality of life for the senior residents of Worcester County.  
Our vision is to provide programs and services that promote active, independent and healthy lifestyles.*

**PROJECT: THERAPUTIC GARDEN FOR ADULT DAY CARE**

**COST ESTIMATE: \$30,000**

Worcester Adult Medical Day Services is the only adult day center for Worcester County, which has the second highest per capita older adult population of all of Maryland's counties. Its mission is to provide residents of the county with adult day care services in a safe, peaceful and enriching environment through dedicated, compassionate, understanding and professional staff. We are requesting funding to create a therapeutic garden to enhance the psychological, physical and sociological treatment of our clients. We believe this addition to our services will facilitate our clients living a happier, more fulfilled life, which affects their ability to age well independently in their homes. By improving the quality of the support services, we offer to older adults and individuals with disabilities in this way, we are directly mitigating the need to have our clients placed in long term nursing care or assisted living facilities, which can require immense financial governmental assistance. In Maryland the annual cost for single occupancy in a nursing home is in excess of \$100,000, with Medicaid often shouldering 70%.<sup>1</sup> The realized cost savings for the Federal, State and local governments is substantial by keeping seniors and individuals with disabilities living independently as long as possible.

A therapeutic garden, according to the American Horticultural Therapy Association, is "a plant-dominated environment purposefully designed to facilitate interaction with the healing elements of nature. Interactions can be passive or active depending on the garden design and users' needs." Examples of therapeutic gardens are sensory gardens, healing gardens and restorative gardens, and some of the benefits of working in such gardens include connecting with nature, social interaction, and learning new skills. Depending upon illness or disability, horticulture therapy can help individuals to develop fine motor skills, deeper concentration, stamina, hand-eye coordination and a sense of independence and control. In addition, research has determined "that viewing natural scenes or elements fosters stress recovery by evoking positive feelings, reducing negative emotions, effectively holding attention / interest, and blocking or reducing stressful thoughts. When viewing vegetation as opposed to urban scenes, test subjects exhibited lower alpha rates which are associated with being wakefully relaxed."<sup>2</sup>

<sup>1</sup> [Nursing Home Costs by State and Region: Updated March. 2022 \(medicaidplanningassistance.org\)](https://www.medicaidplanningassistance.org/)

<sup>2</sup> [The Benefits of Therapeutic Gardens \(verywellhealth.com\)](https://www.verywellhealth.com/)

### Worcester Commission on Aging

Community for Life • Worcester Adult Medical Day Services • Senior Care • Senior Ride • Meals On Wheels  
Berlin 50plus Center • Ocean City 50plus Center • Pocomoke City 50plus Center • Snow Hill 50plus Center  
4767 Snow Hill Road • PO Box 159 • Snow Hill, Maryland 21863  
410.632.1277 • FAX 855.230.5496 • [info@worcoa.org](mailto:info@worcoa.org) • [www.worcoa.org](http://www.worcoa.org)



## **Snow Hill to Berlin Rail Trail**

Snow Hill to Berlin

### **Purpose:**

The purpose of this project is to connect Berlin and Snow Hill via a “Rail Trail” utilizing the current railroad that connects Snow Hill to Newark and Newark to Berlin. The Maryland and Delaware Railroad company is the owner and operator of the current railroad track.

### **Improvements to be made:**

- A joint use agreement or partial ownership of the railroad land would need to be established.
- A permanent trail would need to be installed next to the track, remaining a safe distance from the track.
- The total distance of the trail would extend approximately 15-16 miles.
- Rest stations would need to be installed and maintained along the trail.

### **Justification:**

This project is important to the Snow Hill, Newark, and Berlin community as it allows bikers, walkers and other users to visit the local communities while boosting the economy. Tourism would significantly increase in Snow Hill as people staying in the northern end of the county would venture further south on their stays. This would also allow for business in the cycling industry, add jobs to the region, and bring in more visitors on an annual basis.

Rail-trails are multipurpose public paths created from railroad corridors. Paths can be created from railroads that are no longer operational, and ones that are in current use (Rails with Trails). These paths are already existing, making them easily accessible and a great way to enjoy the outdoors and connect communities. These trails are ideal for many types of activities including walking, bicycling, and inline skating. These paths help to enhance local transportation networks by providing non-motorized connections that are often more preferable to on-road bike lanes or sidewalks which can be located on congested, dangerous roadways.

This is a priority initiative with the Worcester County Bike Coalition and would assist in making Worcester County more bike friendly and connectivity with the towns. The project is also supported by our Land Preservation, Parks and Recreation Plan.

## **Mental Health Programming**

### **Purpose:**

The purpose of this project is to seek funding needed to offer new nature-based programming to those who suffer from mental health problems such as high stress, anxiety and depression.

### **Justification:**

Spending time in green space or bringing nature into your everyday life can benefit one's mental wellbeing while connecting people to their local community parks. Numerous studies show that even taking a short walk outside can improve mood, reduce feelings of stress or anger and help with to feel more relaxed and focused. People all have different experiences of nature and different reasons for wanting to connect with it more, so it's the position of the Worcester County Recreation and Parks Department to offer a variety of organized experiences in our wonderful park system to those who need support. Program examples include, but are by no means limited to:

- Organized and incentivized trail walks or bike rides
- Maintaining a Community Garden
- Artistic potting and growing projects to bring nature into the home
- Educational star gazing programs
- Guide led bird watching
- Beachcombing or geocaching
- Outdoor photography
- Guided kayak/canoe tours

All of these programs (and many more) offer some level of specialized instruction and equipment/supplies. More importantly, they offer a participant a safe and organized place to experience nature with peer to peer support all while getting outside and exploring the wonderful parks and waterways Worcester County offers.

## **Pedestrian Access to Recreation**

Snow Hill

### **Purpose:**

The purpose of this project is to provide safe accessibility to John Walter Smith Park and the Worcester County Recreation Center from the Snow Hill area.

### **Improvements to be made:**

- Create a sidewalk that connects the town of Snow Hill to the Recreation Center.
- Create a pathways from neighboring housing developments to John Walter Smith Park and the Recreation Center.
- Need to create MOU's with different communities and HOA associations in order to connect paths, bridges, etc.

### **Justification:**

The Worcester County Recreation Center and John Walter Smith Parks are located on Public Landing Road and just off of Rt. 113. Currently, there is no safe route for participants to walk or bike to the park or recreation center, especially for youth.

We would like to have the sidewalks within the town of Snow Hill carried out to the Park and Recreation Center. There is also three housing developments within walking distance but there is no way for the children to get to the facility without having to ride a bike or walk on the road. During the summer months there are large groups of kids that play basketball until after dark and ride their bikes on the road at night. We have personally had people tell us that they almost hit a couple of kids leaving the park at night. Post Covid, we have seen the number of people and children utilizing our parks increase.

This is a high priority initiative of the Worcester County Bike Coalition. Providing sidewalks would allow both youth and adults get access to the park and recreation center without automobile transportation. It would be great to see a larger number of children outside enjoying activities at the park and knowing they would be safe when they left. We are pleased to be able to offer a safe place for families and children to play, but we need to create a safe way for families and children to get here.

John Walter Smith Park has seven baseball fields, two tennis courts, two basketball courts, disc golf course and a playground that can be used by the public. The Worcester County Recreation Center located next to John Walter Smith Park has two basketball/soccer courts, six pickleball courts, six volleyball courts and a walking track that also can be used by the public.

## **Pocomoke Fairgrounds Revitalization**

2003 Broad Street, Pocomoke City, MD 21851

### **Purpose:**

Located in Pocomoke Maryland, the fairgrounds need extensive repair to be used at their greatest potential. The current fairgrounds are made up of nearly 25 acres of land and encompasses a horse track, horse stable, pond, stadium seating, indoor community hall, and storage buildings. Improving the condition of these amenities and adding new amenities will help revitalize the community and boost the economy in the southern end of the county.

### **Improvements to be made:**

- Bird netting to be placed above the stadium seats to prevent deteriorating condition of seats.
- Pond to be expanded and fish to be added through a partnership with DNR.
- Fencing to be removed to allow passive day use of the facility. The facility is currently fenced off from the public.
- Electric and water to be added in strategic locations around the property to allow for county fair, job fairs, concerts, and other special events.
- Multipurpose sport court system to be added to optimize open space area. This will also allow for passive use as well as organized activities by the local community.
- Horse track to resurfaced, graded, and revitalized to attract equestrian events.
- Old bleachers to be removed as well as concrete barricades. This will improve the aesthetics of the facility.

### **Justification:**

This project is important to the Pocomoke Community as the fairgrounds need repair in order to be utilized at their greatest use. Making these improvements will allow for a safe place for the community to recreate, bring entertainment to the region, and create an economic boost to the local area.

## **Worcester County Recreation Center After School Zone Wing**

6030 Public Landing Road Snow Hill, MD 21863

### **Purpose:**

The purpose of this project is to have a dedicated space for the After School Zone, Summer Camp and other youth programs.

### **Improvements to be made:**

- Addition of a separate wing at the Worcester County Recreation Center for After School Zone, Summer Camps, and youth programming.
- New addition would offer a designated space for youth programming and classes, in addition to restrooms, meeting space, and separate entrance.
- Current space could be renovated into a much needed fitness studio. Upgrades would include installing proper floor for exercising, adding mirrors, and additional storage for fitness equipment. These programs would include Yoga, PiYo, Tai-Chi and other more intimate classes.

### **Justification:**

In addition to After School Zone, Summer Camps, and other Specialty classes, the current space is also used for a variety of fitness classes, trainings and meeting rental space. The current wing, also includes restrooms with showers and the fitness rooms. During program times, adults using the fitness room and showers, and the children in the programs share the restrooms. This is not the ideal situation when adults use the showers while other children come into the rest room unsupervised.

Most significantly, the After School Zone program has outgrown the current space. Due to the number of elementary and middle schoolchildren, the groups are divided. Some of the groups currently have their snacks and do their homework on the bleachers while other children get to enjoy the After School Zone Room. Separate groups have to be stationed in the gym area to allow the program to operate.

The ideal situation would be to have all the children in one area where it would be easier to supervise. This would also allow parents/guardians to have a set place to pick up and drop off their children. The After School Zone program began with five (5) children; it has been over fifty (50) children at times during the school year and could have more than that during the summer months when this area is also used for summer camps.

The Recreation Center is a huge asset to the taxpayers of Worcester County and this After School Zone Wing addition would allow the community to hold more activities such as Boys Scouts, Girl Scouts, Snow Hill, Pocomoke and Berlin youth organizations could also hold meetings in this wing for the youth. Adult organizations such as Worcester County Fair, Worcester County Health Department, etc. could use this wing for their community meetings, health and craft activities.

Freeing up the current space would allow us to turn that area into a true fitness wing and expand our fitness offerings and opportunities.

## **Internet Connectivity with the Worcester County Recreation Center**

6030 Public Landing Road, Snow Hill, MD 21863

### **Purpose:**

The purpose of this project is to increase the internet's connectivity capacity, signal strength and plug-in availability throughout the Worcester County Recreation Center.

### **Improvements to be made:**

- Improve Wi-Fi signal strength throughout the facility with a focus on the Gymnasium and After School Zone/Fitness Room wing.
- Increase capacity so more people can connect at the same time without slowing the internet's speed.
- Add several ethernet ports to specific locations in the Gymnasium.

### **Justification:**

This project is important to the Worcester County Recreation Center staff, participants, spectators and promoters during times of high usage of the facility. When the areas noted above are occupied for programs and special events, it is important to confidently stay connected in order to operate efficiently as many tournaments run on web-based software that need a good connection to function. Examples when our current system had issues would include:

- Pickleballtournament.com hosted Pickleball Tournaments (Shamrock Slam and Turkey Bowl) - this system manages players registrations, tournament brackets and live scoring input and display. With no ethernet port in the gymnasium and over 150 people in the gymnasium on the Wi-Fi, the system has frozen and even crashed during the operation of the tournament.
- Regional Track Meets – our annual track meets bring in over 1,000 collective athletes, coaches and spectators at a time in our Gymnasium. With so many people connected to the Wi-Fi, our system routinely freezes.
- There are specific areas in the building where the Wi-Fi signal is weak or non-existent including the back portion of the track and occasionally the After-School Room and Fitness Room. This can cause limitations on programming when Wi-Fi required devices are needed. Such things have included music for the sound system and laptops for training or educational viewing.

With these improvements, we can confidently recruit and expand events/programs in the facility while improving the overall quality of the spectator and participant experience.

# Worcester County Sheriff's Office ITEM 12

Matthew Crisafulli  
Sheriff



Douglas A. Dods  
Chief Deputy

Date: March 3, 2022

To: Worcester County Commissioners; Budget Committee

From: Colonel Douglas Dods, Chief Deputy Sheriff

**SUBJECT: FY23 Request for Congressional Spending– Response and Rescue Vehicle**

In today's climate, our Worcester County community and its surrounding areas face numerous significant threats to residents, law enforcement, and critical infrastructure alike. Realistic threats such as terrorism, natural disasters, major weather events, violent crime, and mass shootings require our first responders to be constantly and consistently prepared for the life-threatening incidents that affect our region. ***As the Worcester County STAR team is responsible for responding to all happenings that exceed the capability of patrol within our jurisdiction, including terrorist attacks, hostage situations and mass shooting incidents, we hereby request \$324,401.25 in funding to purchase a multipurpose tactical response and rescue vehicle.***

The Worcester County Sheriff's Office maintains the specialty-trained **Sheriff's Tactical Armed Response (STAR) Team** to respond to high-risk critical callouts that occur within our county. The STAR Team has jurisdiction throughout the 695 square mile region of Worcester County and its 52,270+ year-round residents. Through a mutual aid agreement, the STAR team also responds jointly with the Ocean City Quick Response Team to calls in their jurisdiction (9.65 square miles with 6,900+ year-round residents (in addition to the tourist season influx)) and are also called upon to respond to emergencies and to support local tactical units in neighboring counties.

In addition, this rescue and response vehicle will enable increased cooperative efforts with other area first responders by improving response ability to mass casualty events. We will be able to provide better protection for EMS personnel treating wounded in volatile areas. The vehicle's various features will also allow us to work with paramedics and fire units to perform rescues in adverse conditions, such as during hurricanes when standard emergency response vehicles aren't able to deploy due to high winds, or in a storm's aftermath when fire trucks and ambulances aren't able to access affected areas due to flooding and/or debris.

The Worcester County Sheriff's Office STAR Team requests this equipment in order to protect against, respond to, mitigate the effects of, and recover from terrorism and natural disasters. This invaluable investment will increase integration among first responders allowing us to protect against the widest variety of hazards and in turn, fulfill our duty to safeguard both Worcester County and our immediate and surrounding communities.

**“Proud to Protect, Ready to Serve”**

Worcester County Sheriff's Office  
One West Market Street, Room 1001  
Snow Hill, MD 21863  
410-632-1111- phone / 410-632-3070- fax  
[www.WorcesterSheriff.com](http://www.WorcesterSheriff.com)



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WEB: [www.co.worcester.md.us](http://www.co.worcester.md.us)



COMMISSIONERS  
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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

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Kim Moses, Public Information Officer  
DATE: March 31, 2022  
RE: Letter of Support for Boundary Amendment for Germantown School

---

Lisa Challenger, executive director of the Beach to Bay Heritage Areas Program, is requested a letter of support from the Worcester County Commissioners to include with an application being submitting to the Maryland Heritage Areas Program for a boundary amendment. If approved, the amendment would allow the Germantown School and Cultural Center, which is located at 10223 Trappe Road in Berlin, to be included within the boundaries of the Beach to Bay Heritage Area.

The Germantown School is an important site for residents and visitors to explore Worcester County's African American heritage, and the boundary amendment would further help to preserve, protect, and promote the school's rich heritage and historic role in Worcester County. The draft letter supporting the request is attached for Commission President Mitrecic to sign.

TEL: 410-632-1194  
FAX: 410-632-3131  
WEB: [www.co.worcester.md.us](http://www.co.worcester.md.us)



COMMISSIONERS  
JOSEPH M. MITRECIC, PRESIDENT  
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OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
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SNOW HILL, MARYLAND

21863-1195

April 5, 2022

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

Assistant Administrator Andrew Arvizu  
Maryland Heritage Areas Program  
100 Community Place, 3rd Floor  
Crownsville, MD 21032

Dear Mr. Arvizu,

On behalf of the Worcester County Commissioners, I would like to voice our support for the boundary amendment to allow the Germantown School and Cultural Center located on Trappe Road to be included within the boundaries of the Beach to Bay Heritage Area.

The Worcester County Comprehensive Plan acknowledges the importance of heritage preservation and the role of the Maryland Heritage Areas Authority. Specifically, the plan identifies our unincorporated areas and rural villages and advocates for measures to protect and enhance these resources. The Germantown School is already recognized as an important site for visitors to explore Worcester County's African American heritage.

Worcester County is an active participant with the Beach to Bay Heritage Area, and we thank you for your consideration of this requested boundary amendment. If you have any questions, you are welcome to contact me or Chief Administrative Officer Weston Young.

Sincerely,

Joseph M. Mitrecic  
President



Worcester County Government

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

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: March 30, 2022  
RE: Potential Seasonal Workforce Housing in West Ocean City

---

We have been in various discussions on the need for workforce housing in the West Ocean City area to help supply the seasonal workforce needs in Ocean City.

Holtz Companies, out of Wisconsin, is an experienced developer and operator of workforce housing of this nature. They will be presenting their proposed plan and concept in the West Ocean City area.



**EXECUTIVE SUMMARY**  
**PROPOSED PLAN AND CONCEPT FOR DORMITORY-STYLE**  
**SEASONAL WORKFORCE HOUSING IN WORCESTER COUNTY, MD**

**What are we proposing to do?**

- Bring our successful Dormitory-Style Seasonal Workforce Housing Solution to Worcester County, MD. We don't just design and construct this sort of housing, we own and operate it too. We are in our 10<sup>th</sup> year of operations and have been developing, constructing, and operating this sort of housing since 2013. The proposed development is on 2 individual properties in West Ocean City that are close in proximity to each other. The total development is up to 8 dormitory-style, seasonal workforce housing buildings that would provide for up to approximately 2,456 beds.

**What are the key components to success with a Seasonal Workforce Housing program?**

- According to [www.ococean.com](http://www.ococean.com), the official website of Ocean City, Maryland, the area is host to about 8 million visitors annually.
- According to information published by the US Department of State, the area is also host to approximately 4,100 BridgeUSA J1 Visa Summer Work Travel Cultural Exchange participants annually with about 4,000 during the summer months (2019 data). As far as being a host community for this program alone, your community ranks #1 during the summer season, and #3 annually in the nation (Wisconsin Dells, WI is #1 annually).
- The dormitory style seasonal workforce housing solution is a proven one, and can be easy for municipalities and communities to implement with limited involvement, and can allow for the most aggressive turnaround time on planning, design, and construction.
- This solution will keep the rents down while focusing on safety, functionality, and durability in design and construction. The result is a high quality building with an exterior design will reflect the desired look and feel of the community.
- Employees are hard to find and a strong seasonal workforce housing program fosters the growth of a healthy and vibrant economy by providing much needed housing for BridgeUSA J1 Visa Summer Work Travel participants, H2B Visa program participants, Maryland College Students, and other transient workers that serve the Worcester County Tourism economy.
- A successful dormitory-style solution involves and engages municipal leadership, employers, sponsor organizations, police/fire/EMS, and the community from the beginning and serves all sponsors and employers, large and small, equally. Truly a community solution.
- Seasonal housing can be challenging with limited occupancy (some programs 17-22 weeks at a time) and a substandard return on investment. Solving this issue requires partnering with someone who has more than a just a financial interest. The right organization will see the bigger picture and have a strong interest in taking care of people and communities. Holtz Companies is that organization.
- Holtz Companies will establish a local entity in the right form (i.e. non-profit entity) to own, manage, and operate the properties.



### What do we need to do this?

- **Available land.** The first step in the process is to identify available land that can be conveyed at the lowest cost possible and is in a location that can serve the businesses in the community that need these workers, with adequate and safe transportation options - a requirement of the US Dept of State. In Worcester County, we have identified 2 locations that are privately owned that are in close proximity to each other in West Ocean City. Both Landowners support this type of development and preliminary arrangements have been made to provide the land for this purpose. The City of Ocean City has agreed in writing to provide bus transportation to both locations in West Ocean City.
  - **The ask:** Allow County representatives to work with the Developer to ensure proper code adoption and zoning for both properties in West Ocean City to allow for dormitory style housing for this project.
- **Long term, low interest financing.** An absolute must in establishing a successful BridgeUSA SWT, H2B, Maryland College Student, and other type Seasonal Workforce program is affordable rent. Keeping the rents at an affordable and competitive level into the future will ensure these students can afford your community and will choose your community to come, live, and work.
  - **The ask:** Join with Ocean City in a letter of support for special financing for this project that can be shared with elected State Officials, the State of Maryland Department of Housing and Community Development, and State of Maryland Community Development Authority or others as needed.
- **Other Considerations** – EDUs, grant or incentive programs, certain variances like setback variances or waiving parking requirements are also common and helpful.
  - **The ask for EDUs.** The City of Ocean City has made a proposal in writing regarding handling the EDUs for both properties in West Ocean City. The ask is to continue to work with the City of Ocean City to finalize this agreement as quickly as possible and in a way that is favorable to the development.
  - **The ask for grant programs.** The ask is for the County to assist the Developer in identifying and qualifying this project for any available grant or incentive money (ARPA, Housing, CDA, Etc).
  - **The ask for variances.** BridgeUSA J1 Visa Summer Work Travel participants, H2B Visa program participants, Maryland College Students, and other transient workers that stay in this sort of housing do not own vehicles as a general rule. The ask is to waive the standard parking requirement for this sort of development to maximize the use of the site for its intended purpose. Plenty of bike parking will be made available. Often in communities like this one, large parcels of land are hard to come by. Therefore, a waiver of the typical building setback requirement is also sometimes needed to allow maximum use of the land that is available.



DEPARTMENT OF  
INFORMATION TECHNOLOGY

## Worcester County

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

To: Weston Young, Chief Administrative Officer  
From: Brian Jones, Director of Information Technology  
Re: Broadband Update  
Date: March 29, 2022

---

In December, I presented a recap of broadband grants that we either applied for or were awarded. One of the largest, most notable grants was the NTIA grant for \$18 Million. No states in Maryland were awarded any portion of this grant. We will continue to search for other grants to continue in a forward direction. I met with CTC, our Broadband Consultant on March 3, 2022 to express our interests in future grants. There will be two more grants yet to be released throughout the year and at least one additional grant this summer. I will be updating the Commissioners on these grants in a future meeting. Here is a recap as of today.

### Grants Won:

RDOF: **\$3,000,000** (should be released within a couple of weeks.)

DHCD: **\$3,600,000** (waiting to be released, pending release of RDOF above)

### Grants applied for: Waiting results

Neighborhood Grant: **\$2,000,000** - Pending results (we should hear by May) match previously approved and budgeted.

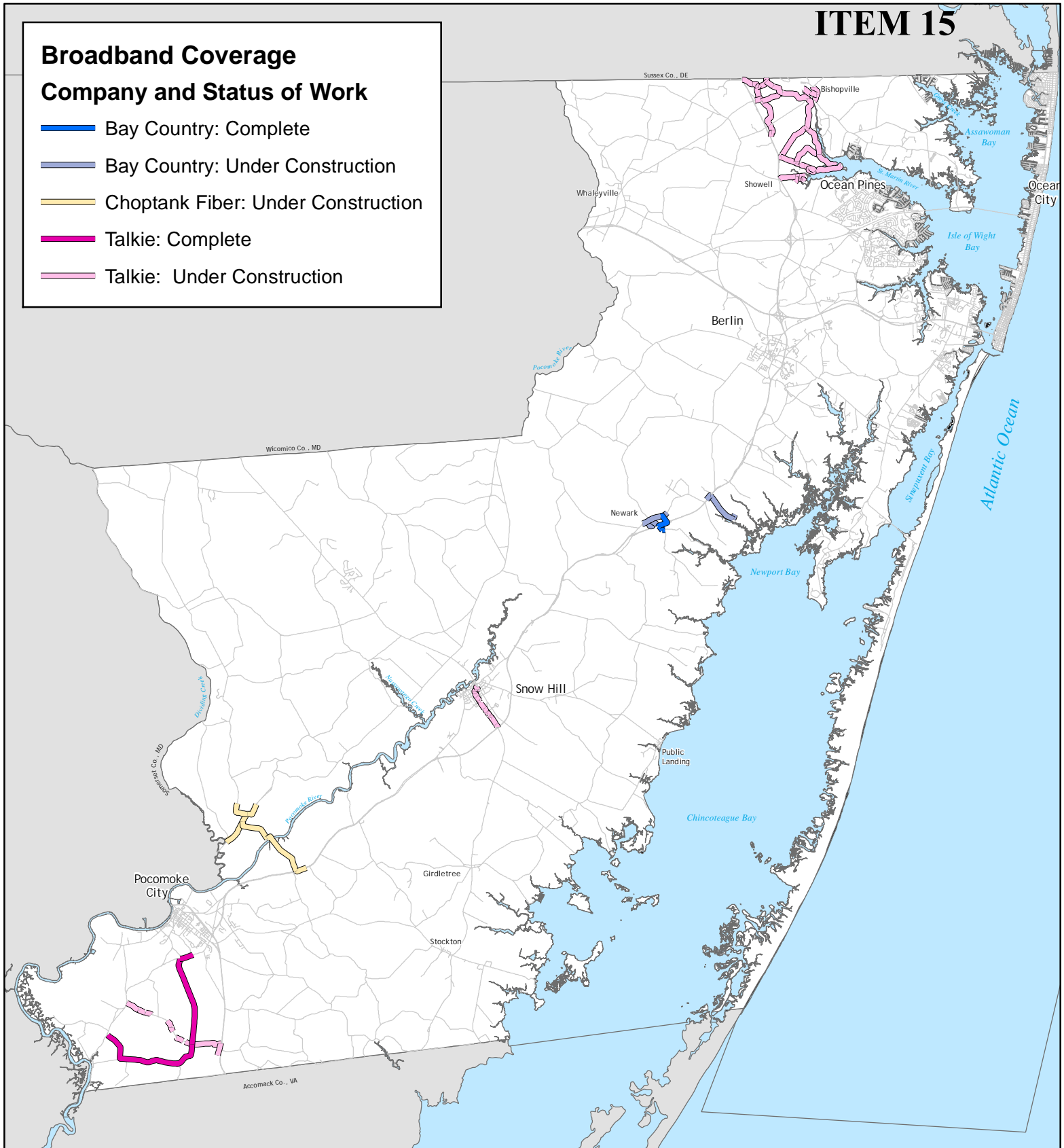
Infrastructure Grant: **\$20,000,000** - (Requires 10% match which is 2 million) Offered by state of Maryland with high probability on winning. This closed on January 14 which we applied for with the consent of the commissioners. This commissioner approved match will be paid from ARPA funds should we win the grant.

**Progress made:** Please see attached map (Broadband\_Project\_Coverage032022.pdf) as prepared by the Technical Services Division. The map will offer detail for future broadband and current broadband coverage for the county.

## Broadband Coverage

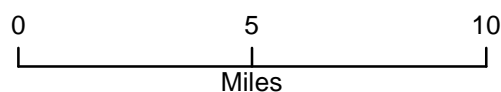
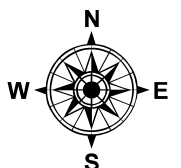
### Company and Status of Work

- Bay Country: Complete
- Bay Country: Under Construction
- Choptank Fiber: Under Construction
- Talkie: Complete
- Talkie: Under Construction



## BROADBAND PROJECT

DEVELOPMENT REVIEW & PERMITTING  
Technical Services Division - March 2022







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

## MEMORANDUM

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**TO:** Weston Young, Chief Administrative Officer  
 Joseph Parker, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director *Dallas Baker*  
**DATE:** March 28, 2022  
**SUBJECT:** Request to Submit Letter of Intent to Purchase FY'23 Tahoes

### 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

Public Works – Fleet Division is requesting Commissioner approval to submit a letter of intent to purchase the ten (10) Police Pursuit Vehicle (PPV) Tahoes included in the proposed FY'23 budget. The local GM Fleet rep, Hertrich Fleet, informed us that GM has extended the expired Maryland Department of General Services procurement contract with Hertrich Fleet. There will only be a small window of opportunity to place orders for the FY'23 Tahoes. This window of purchasing ability will open May 5, 2022 and could be cut off at any given moment with no warning once the quota for GM is met. This window will be closed before the FY'23 budget is approved. After the window is closed, we are told PPV Tahoes will not be available again until FY'24.

The small purchasing window with GM is due to the backup of vehicles in the current market. A letter of intent to purchase will be needed in May to place any orders on PPV Tahoes. Given the current issues in today's vehicle market it is recommended to issue submit the letter of intent to secure the FY'23 Tahoes. Hertrich Fleet has come in as the low bidder for the PPV Tahoes since 2015. Attached is the state BPO contract that Hertrich Fleet currently holds.

**#1 Vehicle Type: (10) - SUV Full Size 4x2 with PPV Police Package (Sheriff)**  
**BPO 001B2600312**

	(Budgeted)	(Total Budget)
Hertrich Fleet 2023 Chevy Tahoe PPV 2wd	\$41,000.00 ea.	\$410,000.00
Milford, DE		

### Attachments

cc: Sheriff Crisafulli  
 Derrick Babcock

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2600312

PRINT DATE: 12/29/21

PAGE: 01

**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:**HERTRICH FLEET SERVICES INC  
1123 INDUSTRIAL PKWYDENTON, MD  
(800 ) 698-9825

21629

**REFER QUESTIONS TO:**ALLEGRA DAYE  
(410 ) 767-4032  
ALLEGRA.DAYE1@MARYLAND.GOV**ITB:****EXPR DATE:** 02/22/23  
**POST DATE:** 12/28/21**DISCOUNT TERMS:** .  
**CONTRACT AMOUNT:**NET 30 DAY  
.00**TERMS:**

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*\*\*\*\*

### MARYLAND STATEWIDE CONTRACT FOR

#### 2021 POLICE VEHICLES

VEHICLE TYPES: 4-1-A6, 4-1-R8, 4-6-P, 4-9-P, 4-10-P  
4-10-M-P & 4-10-M-P-H

\*\*\*\*\*

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: FEBRUARY 23, 2022 THROUGH FEBRUARY 22, 2023 WITH  
THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B1600353.

THE PRECEDENCE OF THE CONTRACTOR WILL BE IDENTIFIED AS PRIMARY  
CONTRACTOR (1ST), AND SECONDARY CONTRACTOR (2ND).

VENDOR CONTACT: SUSAN HICKEY

VENDOR ADDRESS: 1427 BAY ROAD, MILFORD DE 19963

VENDOR PHONE: 800-698-9825 (OFFICE)

VENDOR E-MAIL: SHICKEY@HERTRICHFLEET.COM

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312

**PRINT DATE:** 12/29/21

**PAGE:** 02

**TERMS (cont'd):**

CONTRACT PERIOD: FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFFS, AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

DEALER WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT. OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

TIRES: TIRES RECALLED BY ANY MANUFACTURER WILL NOT BE ACCEPTED. IF A MODEL TIRE IS RECALLED BETWEEN CONTRACT AWARD AND VEHICLE DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE DEALER TO REPLACE ANY SUCH TIRES PRIOR TO DELIVERY OF THE VEHICLE

**WARRANTY:**

**DODGE/RAM WARRANTIES:**

BASIC YEARS: 3  
 BASIC MILES/KM: 36,000  
 DRIVETRAIN YEARS: 5  
 DRIVETRAIN MILES/KM: 100,000  
 CORROSION MILES/KM: UNLIMITED  
 ROADSIDE ASSISTANCE YEARS: 5  
 ROADSIDE ASSISTANCE MILES/KM: 60,000

**FORD POLICE UTILITY LIMITED WARRANTIES:**

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B2600312

PRINT DATE: 12/29/21

PAGE: 03

**TERMS (cont'd):**

3 YEAR/36,000 MILE BUMPER TO BUMPER - NO DEDUCTIBLE  
 5 YEAR/100,000 MILE POWERTRAIN LIMITED WARRANTY  
 5 YEAR/UNLIMITED MILEAGE CORROSION PERFORATION  
 5 YEAR/60,000 MILE SAFETY RESTRAINT WARRANTY  
 5 YEAR/100,000 MILE HYBRID POWERTRAIN LIMITED WARRANTY  
 8 YEAR /100,000 MILE HYBRID UNIQUE COMPONENTS WARRANTY

THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

**PROCESSING FEE**

1.  
 CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO : DGS.STATEWIDECONTRACTSUSAGE REPORT@MARYLAND.GOV.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312

**PRINT DATE:** 12/29/21

**PAGE:** 04

**TERMS (cont'd):**

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.  
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110  
OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN  
(6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND  
EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
  - (I) RECEIVES STATE MONEY; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3)  
OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE  
STATE BOARD OF EDUCATION OR IS ACCREDITED BY  
THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE  
INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION  
17-106 OF THE EDUCATION ARTICLE.
  - (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC  
INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS  
MATERIALS UNDER THIS CONTRACT.
  - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION  
TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING  
POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT  
TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER  
STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT  
A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE  
OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A  
PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;  
(2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF  
MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE  
OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO  
OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE  
PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY  
FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A  
UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE  
ENFORCED AGAINST THE STATE OF MARYLAND.

\*\*\* CONTINUED, NEXT PAGE \*\*\*

**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 05**TERMS (cont'd):**

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR  
COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND  
CONDITIONS OF SOLICITATION # / INCORPORATED  
HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	07006	EA	27,690.0000	

## AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 FULL-SIZE SEDAN, CERTIFIED POLICE PURSUIT RATED, V-6  
ENGINE, AWD  
MAKE & MODEL: POLICE DODGE CHARGER V6 AWD

STANDARD OPTIONS: REVERSE SENSING &amp; SPEED REGULATOR

\*\*SECONDARY CONTRACTOR (2ND)\*\*

0002	07006	EA	60.0000	
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## AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: HEATED OUTSIDE MIRRORS

**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0003	07006	EA	75.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: REAR INSIDE DOOR LOCKS AND HANDLES DEACTIVATED

---

0004	07006	EA	2,240.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: LARGE SCREEN 12.1"

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0005	07006	EA	145.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: SPARE TIRE RELOCATION BRACKET

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0006	07006	EA	40.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: FULL WHEEL COVERS

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0007	07006	EA	25,646.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 FULL-SIZE SEDAN, CERTIFIED POLICE PURSUIT RATED, V-8  
ENGINE, RWD  
MAKE & MODEL: POLICE DODGE CHARGER RWD

STANDARD OPTIONS: REVERSE SENSING &amp; SPEED REGULATOR

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**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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**\*\*PRIMARY CONTRACTOR (1ST)\*\***

0008	07006	EA	60.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION: HEATED OUTSIDE MIRRORS

0009	07006	EA	2,240.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION: LARGE SCREEN 12.1"

0010	07006	EA	145.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION:

0011	07006	EA	40.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION: FULL WHEEL COVERS

0012	07006	EA	32,656.0000	
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AUTOMOBILES AND STATION WAGONS

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**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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TYPE 4-6-P - POLICE SPECIAL SERVICES 1/2-TON PICK-UP TRUCK, 4 WHEEL  
DRIVE (4X4)

MAKE & MODEL: RAM 1500 CLASSIC SSV 4X4 CREW CAB 57" BOX

STANDARD OPTION: NON-TURBO

\*\*SECONDARY CONTRACTOR (2ND)\*\*

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0013	07006	EA	495.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-6-P OPTION: HOLOGEN SPOT LAMP

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0014	07006	EA	30,991.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P - CERTIFIED POLICE PURSUIT VEHICLE COMPACT MID-SIZE UTILITY  
(AWD)

MAKE & MODEL: DODGE DURANGO PURSUIT AWD

\*\*PRIMARY CONTRACTOR (1ST)\*\*

---

0015	07006	EA	225.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: CLOTH REAR SEATS/CARPET

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0016	07006	EA	349.0000
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AUTOMOBILES AND STATION WAGONS

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**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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TYPE 4-9-P OPTION: FULL WHEEL COVERS/EQUIVALENT

0018	07006	EA	545.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: HALOGEN SPOT LAMP

0019	07006	EA	4,685.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: V-8 ENGINE

0020	07006	EA	845.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: CLASS IV TOWING PACKAGE

0021	07006	EA	495.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: BLIND SPOT AND CROSS PATH DETECTION

0022	07006	EA	295.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: SKID PLATE GROUP

\*\*\* CONTINUED, NEXT PAGE \*\*\*

**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 10

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0023	07006	EA		
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## AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P STANDARD OPTIONS: TRANSFER CASE COOLER OR EQUIVALENT,  
REVERSE SENSING, HEADLAMP PREP KIT OR EQUIVALENT, TAIL LAMP PREP KIT,  
DAYTIME RUNNING LIGHTS & SPEED REGULATOR

0024	07006	EA	33,396.0000	
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## AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P FULL-SIZE UTILITY VEHICLE, CERTIFIED POLICE PURSUIT  
RATED  
MAKE & MODEL: CHEVROLET TAHOE 2WD 4DR COMMERCIAL

\*\*SECONDARY CONTRACTOR (2ND)\*\*

0025	07006	EA	3,676.0000	
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## AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: FOUR WHEEL DRIVE (4X4) PURSUIT CERTIFIED

0026	07006	EA	275.0000	
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## AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: CLOTH REAR SEATS/CARPET

**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 11

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0027	07006	EA	800.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: DRIVER-SIDE SPOTLIGHT

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0028	07006	EA	350.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: FACTORY CONSOLE

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0029	07006	EA	32,387.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P MID-SIZE UTILITY VEHICLE, CERTIFIED POLICE PURSUIT  
RATED, AWD

MAKE &amp; MODEL: FORD POLICE INTERCEPTOR UTILITY AWD

\*\*SECONDARY CONTRACTOR (2ND)\*\*

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0030	07006	EA	185.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: CLOTH REAR SEATS/CARPET

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0031	07006	EA	60.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: FULL WHEEL COVERS

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**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 12

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0032	07006	EA	275.0000	
------	-------	----	----------	--

AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: REVERSE SENSING

0033	07006	EA	60.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: REAR TAIL-LIGHT PREP KIT

0034	07006	EA	35,649.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H MID-SIZE UTILITY VEHICLE, CERTIFIED POLICE PURSUIT  
RATED, AWD, HYBRID

MAKE &amp; MODEL: POLICE FORD EXPLORER 4DR AWD

\*\*SECONDARY CONTRACTOR (2ND)\*\*

0035	07006	EA	185.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: CLOTH REAR SEATS/CARPET

0036	07006	EA	60.0000	
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**BLANKET PURCHASE ORDER  
STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B2600312**PRINT DATE:** 12/29/21**PAGE:** 13

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: FULL WHEEL COVERS

0037	07006	EA	275.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: REVERSE SENSING

0038	07006	EA	60.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: REAR TAIL-LIGHT PREP KIT

\_\_\_\_\_  
END OF ITEM LIST \_\_\_\_\_

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE

**DATE:** \_\_\_\_\_



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**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

## MEMORANDUM

**TO: Weston Young, Chief Administrative Officer**  
**Joe Parker, Deputy Chief Administrative Officer**  
**FROM: Dallas Baker, Jr., P.E., Director** *Dallas Baker*  
**DATE: March 28, 2022**  
**SUBJECT: Mystic Harbor Reserve Fund Usage for Eagles Landing Maintenance**

Public Works – Water / Waste Water Division is requesting to use \$18,942.12 from the Mystic Harbor reserve fund to cover two unbudgeted needs related to the Eagles Landing golf course irrigation system. \$13,442.12 is needed for a pond aerator and \$5,500 is needed for an annual pond management contract to control unwanted vegetation. Per the 2014 Memorandum of Understanding (MOU) between the County and Ocean City / Eagles Landing, the County is responsible for the irrigation system maintenance.

Eagle's Landing has supplied the attached quotes and will procure the equipment and services per the MOU and the County will reimburse the expense. Eagles Landing has asked for confirmation of the reimbursement before making the purchase. The Mystic Harbor budget has a line item to cover these type of expenses (Other Maintenance and Services Payment to Water Utility Effluent; 545.6700.150) however after purchasing a replacement pump earlier this year and payment of other scheduled maintenance, the account has a balance of \$759.99. Mystic Harbor has a projected reserve of approximately \$1,140,413 for fiscal year 2022. Public Works has consulted with the Treasurer's Office and they agree the irrigation system expense is an appropriate use of the reserve fund. The pond management contract will become an annual reoccurring expense.

The aerator and pond maintenance contract are needed to keep algae and other unwanted/invasive species of plants from overgrowing the ponds. The golf course maintenance staff has maxed out the amount of chemicals they are permitted to add to the ponds per their MDE permit. The addition of extra oxygen into the water will help control the algae blooms without chemicals and the pond management contract will allow the addition of beneficial bacteria while applying more strategic control chemical usage in the ponds.

Please let me know if there are any questions.

**Attachments**

cc: Chris Clasing  
 Gary Serman  
 Barbara Hitch





### **2022 POND MANAGEMENT AGREEMENT**

#### **Aquatic Weed/Algae Control**

This agreement, dated 02/15/2022, is made between Lake Source LLC and CUSTOMER:

Worcester County Water & Wastewater  
1000 Shore Ln  
Berlin, MD 21811  
Property: Eagles Landing Golf Course  
Email: tcoale@co.worcester.md.us

& Lake Source LLC  
29000 Information Ln #204  
Easton, MD 21601

Both the customer **Worcester County** & contractor **Lake Source LLC** agree to the following prices and conditions.

**Specifications:** Pond management, i.e. aquatic weed and algae control, water quality monotonizing and enhancers (beneficial bacteria) of two (2) ponds, measuring 1 surface acre and 2.7 surface acres.

**Term:** March 1<sup>st</sup>, 2022 – October 31<sup>st</sup> 2022. Eight (8) months.

### **SCOPE OF SERVICES/DESCRIPTION OF SERVICES:**

#### **Site Inspections:**

- The ponds will be monitored by a Lake Source LLC biologist twice a month in the months March – October.
- Water data will be collected, such as water clarity, pH, temperature, aquatic plant growth levels, fish habitat and fish activity, to assist in pond management decision making. Any data collected is available for the client at request.
- Stormwater inspections will be made to ensure stormwater compliance. If problems are noticed the client will be notified right away, i.e. proper dam function, outside of overflow/riser clear of debris, pond leak awareness. Contractor is a CSI (Certified Stormwater Inspector) with the National Stormwater Center.
- Client will be emailed after every visit to ensure client is aware of the state of the property/ponds.

#### **Aquatic Weed & Algae Control:**

- Aquatic weed and algae herbicide applications, twice a month as needed only. Aquatic approved herbicides will exclusively be applied by a Lake Source LLC licensed aquatic applicator and at rates set forth by the E.P.A.
- Pond dye will be applied at Lake Source LLC discretion to reduce sunlight penetration to the pond bottom where algae growth starts.
- A permit issued by the Maryland Department of the Environment will be secured by Lake Source LLC for aquatic herbicide treatments.
- Permits are valid for 5 years from permit date and are issued to Aquatic Herbicide Applicators.
- Lake Source LLC will hold and file the permit for no fee.

#### **Beneficial Bacteria Application:**

- Lake Source LLC utilizes beneficial bacteria to increase water quality and decrease nutrient loads. These naturally occurring beneficial bacteria will consume organics and pond bottom sludge. The reduction in the organic load will reduce the amount of nutrients available for pond weed and algae growth. Also, the reduction of the organic load will increase the ponds overall health and help slow the need for costly dredging projects.



EAGLES LANDING GOLF COURSE  
POND MANAGEMENT AGREEMENT  
PAGE 2 OF 4

- Beneficial bacteria will be applied at Lake Source LLC's discretion. Environmental factors such as water temperature, dissolved oxygen levels, and nuisance vegetation growth will determine when bacteria is applied.

**Emergent Vegetation Control:**

- Unwanted emergent vegetation in the shoreline or rip rap area of the pond or lake will be controlled as needed. Emergent species examples are cattails, phragmites, yellow iris and common turf weeds. Aquatic approved, systemic herbicides will be used for emergent vegetation to ensure the roots of plants are killed, to reduce regrowth the following season.
- This includes selective treatment of **woody** vegetation in the **buffer zone** and dam of the ponds. Woody vegetation is undesirable in many cases and should be controlled. Proper buffer zones will be maintained around the ponds in order to allow for stormwater cycling and reduction of sedimentation.

**EXCLUSIONS FROM SCOPE OF WORK:**

- Removal of organic debris that entered ponds from acts of God such as high winds.
- Physical removal and or cutting of plant matter.
- Pond dredging and or erosion control.
- Pond leak repair
- Overflow pipe repair, clearing or unclogging
- Nuisance wildlife removal
- Aerator repair

**Conditions/Terms:**

- All work is to be completed in a professional manner according to accepted lake management practices. Lake Source is not responsible for fish kills due to oxygen depletion. The customer is aware that the treatment of aquatic vegetation can result in lowered dissolved oxygen levels in the water. Lake Source will make every effort to avoid a fish kill, such as treating the pond in sections, 2 weeks apart. At times it is necessary to treat the pond aggressively to gain control or eradicate the unwanted vegetation. If aerators are installed it is best to run the unit 24 hours a day to replenish oxygen levels. The customer is aware that fish kills can happen from many different environmental factors, without the treatment of the aquatic vegetation. Customer is aware fish kills are more likely to happen if the pond is allowed to become completely covered in aquatic vegetation, even without herbicide treatment.
- Billing will be on a monthly basis or payment in full, option is choice of the customer.
- Invoices submitted for work completed shall be paid within 30 days of invoice date. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
- Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of services.



EAGLES LANDING GOLF COURSE  
POND MANAGEMENT AGREEMENT  
PAGE 3 OF 4

- Lake Source LLC will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and workers compensation at its own expense.
- No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both Lake Source LLC and the customer.

**Term:**

- **Seven month contract; Annual Auto Renewal:** The term of this Agreement shall commence as of the Start Date 03/01/22 and continue for a period of 8(eight) full calendar months thereafter. Thirty (30) days prior to the End Date of 10/31/22, this Agreement shall Automatically renew for an additional term, such that the new term shall again be eight (8) calendar months from the new Start Date (03/01/23). After the first two years of uninterrupted service this program will increase in price by 2.5% for inflation. Lake Source reserves the right to review contract cost at the end of each term and submit adjustments for approval by the customer. In order for this Agreement to be cancelled, written noticed must be submitted to Lake Source LLC 30 days prior to the Renewal Date. Remaining balance of the account is due upon cancellation

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PRICE AND SIGNATURE SECTION ON NEXT PAGE



EAGLES LANDING GOLF COURSE  
POND MANAGEMENT AGREEMENT  
PAGE 4 OF 4

**PRICE: Full Season**

1 acre pond: **\$2,100.00**  
2.7 acre pond: **\$3,400.00**

Total: **\$5,500.00**  
Monthly Cost: **\$687.50 ( for 8 months)**

**To accept this quotation, please sign and return**

Printed Name: \_\_\_\_\_

Contractor: Lake Source LLC

Signature: \_\_\_\_\_

Accepted By: \_\_\_\_\_

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

Title: Chris Fish, Owner  
Date: \_\_\_\_\_



## Quote

Date: 2/15/2022

Fed Tax ID: 46-3364651

PO Box 9856, Newark, DE 19714 - Tel: (888) 755-1950

To: Joe Perry  
Superintendent  
Eagle's Landing Golf Course  
8828 Bald Eagle Lane  
Berlin, MD 21811  
410-520-5264

Ship To: Joe Perry  
Superintendent  
Eagle's Landing Golf Course  
8828 Bald Eagle Lane  
Berlin, MD 21811  
410-520-5264

Purchase Order #      Shipping Method

	LINNE Industries delivery and onsite installation assistance
--	--------------------------------------------------------------

Payment Terms      Ship Date      Delivery Date

50% down/50% upon completion	TBD	TBD
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Qty	Description	Price Each	Total
1	PondHawk Solar Aeration System XL & Four Platforms with Four 9" Diffusers (PHAL120-PHD4P4)	\$ 9,353.57	\$ 9,353.57
10	Weighted Airline 5/8" ID x 100 foot coil (PHWL100)	\$ 331.61	\$ 3,316.10
2	100' Polyester Braid PVC Tubing - Clear, 3/4" ID	\$ 361.20	\$ 722.40
7	Quikrete Fast Setting Concrete - 50 lb Bags	\$ 7.15	\$ 50.05
Subtotal			\$ 13,442.12
Total State, Regional, & Local Tax			\$ -
Freight Estimate			\$ -
Total Due			\$ 13,442.12

Credit Card Purchases subject to 3% surcharge

Accepted by

Date

Thank you for your business!

All proposal terms are valid for 30 days.



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

<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: Weston S. Young, P.E., Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director *JKK*  
DATE: March 28, 2022  
RE: County Commissioners' Findings of Fact and Resolution - Rezoning Case  
No. 433 (M. Stephen and Rita D. Ailstock)

\*\*\*\*\*

Attached please find the County Commissioners' Findings of Fact and Resolution drafted by Gary Pusey, Deputy Director, relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on March 15, 2022. Once the County Commissioners adopt and execute these Findings of Fact and Resolution, please forward signed copies to me so that we may notify the appropriate parties.

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

jjk

Attachments

ZONING RECLASSIFICATION RESOLUTION NO. 22-1

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 69 AS PARCEL 76 FROM RP RESOURCE PROTECTION DISTRICT TO A-1 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, M. Stephen and Rita D. Ailstock, applicants, and Hugh Cropper, IV, applicants' attorney, filed a petition for the rezoning of approximately 105.34 acres of land shown on Tax Map 69 as Parcel 76, located on the southeasterly side of Dividing Creek Road and Cellar House Road, northeast of Whitesburg Road, northeast of Pocomoke City, requesting a change in zoning classification thereof from RP Resource Protection District to A-1 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on February 3, 2022; and

WHEREAS, subsequent to a public hearing held on March 15, 2022, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there is a mistake in the existing zoning of the petitioned area and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by M. Stephen and Rita D. Ailstock, applicants, and Hugh Cropper, IV, applicants' attorney, and shown on Tax Map 69 as Parcel 76 is hereby reclassified from RP Resource Protection District to A-1 Agricultural District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, March 15, 2022.

EXECUTED this 5<sup>th</sup> day of April, 2022.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr., Commissioner

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Madison J. Bunting, Jr., Commissioner

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James C. Church, Commissioner

---

Joshua C. Nordstrom, Commissioner

---

Diana Purnell, Commissioner



IN THE MATTER OF

\*

\*

THE REZONING APPLICATION OF

\*

REZONING CASE NO. 433

\*

M. STEPHEN AND RITA D. AILSTOCK

\*

\*

\*\*\*\*\*

**FINDINGS OF FACT**

Subsequent to a public hearing held on March 15, 2022 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 433: This case seeks to rezone approximately 105.34 acres of land ("petitioned area") located on the southeast side of Dividing Creek Road and Cellar House Road, northeast of Whitesburg Road, and northeast of Pocomoke City. The request is to reclassify the petitioned area from RP Resource Protection District to A-1 Agricultural District. The petitioned area is shown as Parcel 76 on Tax Map 69. The petitioned area is undeveloped and is primarily forested with approximately 10 acres of cleared land.

Applicants' testimony before the County Commissioners: Mr. Hugh Cropper, IV, attorney for the applicants, stated that the Planning Commission unanimously supported this rezoning request after considering the merits of the application. He entered into the record as Applicants' Exhibit No. 1 a County zoning map that showed the subject property completely surrounded by properties zoned A-1 Agricultural and pointed out this created a spot zoning situation. He noted the property had always been used for forestry and was once owned by the E.S. Adkins Company which had a large timbering operation. In addition, the property had been zoned A-1 Agricultural three times by the County during its comprehensive zoning process, in the years 1964, 1978 and 1992, until it was zoned RP Resource Protection in 2009, which he argued was a mistake. Mr. Cropper provided the Commissioners with the text from the Zoning Code for the RP District that he entered into the record as Applicants' Exhibit No. 2. He noted that the "Purpose and Intent" of the District as contained in the Code states that this District is intended to preserve the environmentally significant areas of the County and is designed to avoid or minimize

disturbance of sensitive areas which include tidal and nontidal wetlands, muck and alluvial soils. He pointed out this property did not meet that description as it was a farm with cleared land and forest, with no wetlands present. Mr. Cropper then provided the Commissioners with the text of the A-1 District which he entered into the record as Applicants' Exhibit No. 3. He read from the A-1 District's purpose which states its intent is to preserve, encourage and protect the County's farms and forestry operations, and Mr. Cropper pointed out that agriculture is the County's main industry and this property fits the A-1 District's purpose perfectly because of the presence of forest and tilled lands. He further stated that agriculture is not even a permitted use in the RP District, but instead needs a Special Exception from the Board of Zoning Appeals, and the entire surrounding area, including this property, is agricultural and should be classified A-1 Agricultural.

Chris McCabe, environmental consultant, testified in response to Mr. Cropper's questioning that he was the consultant for the Cellar House Farm property rezoning that adjoins this property and the two cases are similar, as both are agricultural properties that were zoned RP Resource Protection District in 2009. He stated the RP zoning was a mistake in each case, and that the A-1 Agricultural District would be more consistent with the Comprehensive Plan, noting the Land Use Plan places this property and others adjoining it in the Agriculture Land Use category. He testified that with the rezoning of the Cellar House property to A-1, the subject property was now entirely surrounded by A-1 zoning and constituted an illegal spot zoning. He stated that the A-1 District designation would be more desirable for this property, and there are additional laws in place that will protect any sensitive environmental areas, including the Critical Area regulations.

Frank G. Lynch, Jr., professional land surveyor, stated that he had testified in previous rezoning cases in this area that were similar in nature to the subject case. He testified that in his opinion the A-1 zoning would be more consistent with the Comprehensive Plan than the RP zoning. He noted that a minor subdivision in the RP District requires Board of Zoning Appeals approval through the Special Exception process rather than by right in the A-1 District. He testified that in his opinion, the current RP zoning is a mistake and the A-1 zoning is more desirable for this property.

Opponent's testimony before the County Commissioners: Ms. Gabby Ross, Assateague Coastkeeper, stated that this property contained wetlands with poorly drained soils and would not be suitable for development. She stated she was concerned with the approval of piece-meal rezonings in this area that have resulted in the loss of lands zoned Resource Protection. She concluded by stating she looks forward to the update of the County's Comprehensive Plan and she hoped that the public can be part of that process.

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

The County Commissioners' findings regarding population change in the area: The County Commissioners agree with the Planning Commission and conclude that there has been no change to the population in the area since the 2009 comprehensive rezoning.

The County Commissioners' findings regarding availability of public facilities: The County Commissioners agree with the Planning Commission and find that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, as potential development will be minimal and will be served by a private septic system and well. As noted by the Department of Environmental Programs, the subject property is in the S-6 category (no planned service) of the Master Water and Sewerage Plan. Additionally, a portion of the property is within the Critical Area and designated Resource Conservation Area (RCA), which limits development to one dwelling per 20 acres, further restricting development potential of the property. Fire and ambulance service will be available from the Pocomoke Volunteer Fire Company's facility, approximately twenty minutes from the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately thirty minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately ten minutes away. The petitioned area is served by the following schools: Snow Hill Elementary School, Snow Hill Middle School, and Snow Hill High School. In consideration of its review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed rezoning, and the site will be subject to the limitations of private water and wastewater as well as the Critical Area regulations.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the Planning Commission's findings of fact and recommendation, the County Commissioners find that the petitioned area fronts on both Dividing Creek Road, a State-maintained road, and Cellar House Road. Cellar House Road is County-maintained and is less than half a mile in total length, and connects with both Dividing Creek Road and Nassawango Road. The Comprehensive Plan classifies Dividing Creek Road/Nassawango Road as a two-lane secondary highway/minor collector highway, and the Plan states that the current configuration of this roadway should be adequate for the planning period, which extends to the year 2025. Based upon its review, the County Commissioners find that there will be no negative impact to the transportation patterns

resulting from the proposed rezoning of the petitioned area as no significant changes are anticipated.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony of the applicants' representatives, the County Commissioners find that the petitioned area is predominantly forestland with about 10 acres of tilled lands. The County Commissioners agree with the applicants' representatives that the petitioned area has historically been forested, and that the continued use of the property for timbering, with the potential for minimal residential development, is consistent with the A-1 Agricultural District. The County Commissioners note that a portion of the property is located within the Chesapeake Bay Critical Area and is designated Resource Conservation Area (RCA). Any development that occurs in the RCA area will be subject to all requirements of the County's Critical Area Ordinance. Based upon its review, the County Commissioners find that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District is compatible with existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: Based upon the Planning Commission's findings and the testimony of the applicants' representatives, the County Commissioners find that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies predominantly within the Agriculture Land Use category, with a small area along an unnamed tributary of the Pocomoke River on the property's southern end located in the Green Infrastructure Land Use category. The County Commissioners determined that the proposed A-1 Agricultural zoning would be in accordance with the Agriculture Land Use category of the Land Use Plan and is consistent with the Plan's goals and objectives. The portion of the property designated Green Infrastructure on the Land Use Plan is located within the Chesapeake Bay Critical Area and is designated RCA. The rezoning to A-1 will not affect development of this portion of the property as it will be subject to Critical Area requirements.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District. Having made the above findings of fact,

the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that there is a mistake in the existing zoning of the petitioned area. As detailed in the Planning Commission's findings and the testimony of the applicants' representatives, the County Commissioners find that the petitioned area and surrounding vicinity is agricultural in nature, with limited residential use. Given the nature of the petitioned area and its environs, the County Commissioners conclude that the requested A-1 Agricultural District is the most compatible zoning classification for the petitioned area and with the Comprehensive Plan. Based upon their review, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 433 and thus rezone the petitioned area, shown on Tax Map 69 as Parcel 76, from RP Resource Protection District to A-1 Agricultural District.

Adopted as of March 15, 2022. Reduced to writing and signed April 5, 2022.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr., Commissioner

\_\_\_\_\_  
Madison J. Bunting, Jr., Commissioner

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James C. Church, Commissioner

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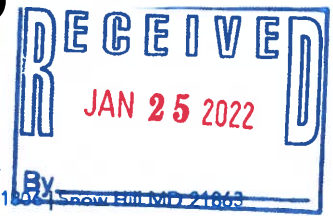
Joshua C. Nordstrom, Commissioner

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Diana Purnell, Commissioner



Worcester County Department of Environmental Programs  
 Worcester County Government Center, 1 West Market Street, Rm 1002, Snow Hill, MD 21863  
 Tel: (410) 632-1220 | Fax: (410) 632-2012



**APPROVED**

7-0

Memorandum

**To:** Weston S. Young, P.E., Chief Administrative Officer

WSY 3/1/22

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

**Subject:** Request for Reclassification – Ayres Creek Family Farm, LLC  
 Follow up From the Public Hearing Held on 1/18/22

**Date:** 1/24/22

On January 18, 2022, the County Commissioners held a public hearing for the Ayres Creek Family Farm, LLC amendment/refinement request to convert 8.34 acres of Resources Conservation Area (RCA) to Limited Development Area (LDA). There were submitted comments and presented testimony heard by the Commissioners during the hearing that staff would like to clear up so the matter can proceed.

Below are questions or issues raised in the public hearing that we can provide additional detail and clarification for:

- **Why propose this change, what will be able to be done on the site if the change is approved?**  
 If approved by both the County Commissioners and the Critical Area Commission, the property would be able to support a use other than the non-profit office, but any uses would be dependent on the actions of other Divisions and Departments on the existing zoning category and new Critical Area designation. They could include future text amendments and/or a zoning reclassification. Any new uses would be severely limited by the remaining wastewater capacity available to this lot from the shared facility.
- **What can be done if this request isn't approved?**  
 No new uses could be permitted. It could be used as an office for an environmental conservation non-profit office or another use permitted by zoning or Critical Area restrictions.
- **Could this be tied into Mystic Harbor wastewater?**  
 No. There are no plans to expand the planning area for the Mystic Harbour Sanitary Area. The underlying land use designation of Green Infrastructure and Agriculture for the property also would not be consistent with the Comprehensive Plan for expansion of public sewer.
- **What about lot coverage limitations?**  
 The property is limited to 15 percent lot coverage, which is what exists on this lot today. Lot coverage is defined as the percentage of a total lot or parcel that is: occupied by a structure, accessory structure, parking area, driveway, walkway, or roadway; or covered with a paver, permeable pavement, or other any manmade material. Lot coverage includes the ground area covered or occupied by a stairway or impermeable deck, but does not include: a fence or wall that is less than one foot in width that has not been constructed with a footer; a walkway in the Buffer or expanded Buffer, including a stairway, that provides direct access to a community or private pier; a wood mulch pathway; or a deck with gaps to allow water to pass freely. The lot coverage

**RESOLUTION NO. 22-\_\_****RESOLUTION MODIFYING THE LAND CLASSIFICATION DESIGNATION FOR A SINGLE PROPERTY IN THE ATLANTIC COASTAL BAYS CRITICAL AREA TO CORRECT A MAPPING ERROR.**

**WHEREAS**, Section § NR 3-110 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland provides for the County Commissioners' reclassification of any property or the relocation of any district boundary in the Atlantic Coastal Bays Critical Area in accordance with certain application and procedures; and

**WHEREAS**, the County Commissioners have received a request for the reclassifications of the Critical Area designation on a property shown on Worcester County Tax Map 33 as Parcel 80 as Lot 1 (Tax Account Number 10-019850) based upon an alleged mistake in the original mapping of the land use designations of the Atlantic Coast Bays Critical Area and requesting reclassification of lands on said property from Resource Conservation Area (RCA) to Limited Development Area (LDA); and

**WHEREAS**, the Department of Environmental Programs reviewed the application, commented on its substance, and forwarded it to the Planning Commission for its review and comment; and

**WHEREAS**, the Planning Commission gave the application a favorable recommendation at its meeting on November 4, 2021; and

**WHEREAS**, the County Commissioners held a duly advertised public hearing on the application on January 8, 2022, and, after review of testimony and information presented by Environmental Programs staff, concurred with the application and the Planning Commission at their meeting on March 1, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commissioners of Worcester County Maryland, based on testimony and materials presented at the public hearing, that there is a mistake in the Atlantic Coastal Bays Critical Area land use classification as shown on aforementioned property due to a mistake in in the original mapping and furthermore that the Worcester County Atlantic Coastal Bays Critical Area program map shall be amended as requested in the application referenced herein upon approval of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



**Attest:**

**Worcester County Commissioners**

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**Weston S. Young**  
**Chief Administrative Officer**

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**Joseph M. Mitrecic**  
**President**

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**Theodore J. Elder**  
**Vice-President**

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**Anthony W. Bertino, Jr.**  
**Commissioner**

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**Madison J. Bunting, Jr.**  
**Commissioner**

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**James C. Church**  
**Commissioner**

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**Joshua C. Nordstrom**  
**Commissioner**

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**Diana Purnell**  
**Commissioner**



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

## Memorandum

**To:** Weston S. Young, P.E., Chief Administrative Officer

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

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over the name and title of the sender.

**Subject:** Coastal Bays Watershed Restoration Funding  
Potential Projects

**Date:** 3/28/22

Environmental Programs have been working with MDE DNR staff and the watershed restoration division at the Maryland Department of the Environment (MDE) regarding two (2) projects in the Assawoman Bay Watershed – Greys Creek Nature Park and Back Creek Wetlands Restoration. As you will recall, we have completed the *Coastal Bays Watershed Plan* and received approval from MDE and the US Environmental Protection Agency (USEPA) for the Assawoman watershed. That approval allows Worcester County and our local partners to apply for Clean Water Act 319 funding. Section 319 funds are defined under the Federal Clean Water Act Section §319(h), and grant funds are periodically available to the states to reduce or eliminate water quality impairments that are associated with nonpoint source pollution.

The County Commissioners graciously allowed staff to apply for funding for the following projects at their meeting on August 3, 2021, pending the budget review of the scope of work and the MOU. Despite working for an extended period of time with the property owner for the Back Creek project, we were unable to secure permission to complete the work on the property as the owner wanted compensation in return for the restoration work proposed for their land.

We proceeded with the Greys Creek living shoreline restoration project, which is an extension of a living shoreline restoration completed 7 years ago and included involvement of County staff, staff from the Maryland Coastal Bays Program, and MD DNR staff. MD DNR surveyed the property in the fall and prepared the design (attached) for the work. We can report MD DNR staff have already completed Task #1, and following approval of the MOU, we can proceed to start to report and invoice for the work completed. We were only able to ground truth the property construction work with MD DNR staff in a recent week due to their fall and winter schedule, but we are confident of being able to achieve the following revised budget after a detailed review of the work scope at the site with MD DNR, Environmental Programs, and Recreation and Parks staff.

The Greys Creek project (within Greys Creek Nature Park) will restore approximately 300 linear feet of tidal shoreline, 9,000 square feet of tidal wetlands and install approximately 15,000 square feet of riparian buffer. (Original Budget estimate \$123,000, **revised budget \$96,000**)

Deliverables	Invoice Period*	Estimated Costs**
<b>Workplan Task 1 Documents &amp; reports</b> Design Plan w/Specifications 30-50% Q1: Quarterly Report	3/1/22 - 3/21/22	\$10,000
<b>Workplan Task 2 Documents &amp; reports</b> Meeting Agendas and Minutes (Initial outreach) Design Plan w/specs 100% Q1: Quarterly Report	6/1/22 - 6/21/22	\$10,000
<b>Workplan Task 3 Documents</b> Permit acceptance documentation Site Survey for Construction Q3: Quarterly Report	9/1/22 - 9/21/22	\$5,000
<b>Workplan Task 4 Documents</b> As-built plan or construction completion report Construction pictures Final Report	1/1/23 - 1/21/23	\$71,000
		<b>\$96,000</b>

The funds for this project have been approved for award by the state. Environmental Programs is quite familiar with all of the work proposed in this project as well as the contractual and reporting requirements involved. The local permitting and inspection of this work would have normally gone through this office if we were not involved in the grant. We have adequate staff to undertake this work in partnership with Department of Recreation and Parks, MD DNR and Maryland Coastal Bays. The project re-scoping will account and budget for county staff involvement.

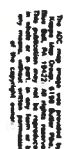
I would respectfully request permission from the County Commissioners to authorize President Mitrecic's signature on the attached reworked MOU with the new budget so this grant can be formally awarded and the work completed. We have reviewed this MOU with the County Attorney.

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

#### Attachments

1. MOU for the Greys Creek Living Shoreline Project
2. Attachment A – Revised Workslope and Budget

cc: David Bradford  
Jenelle Gerthoffer  
Katherine Munson  
Kelly Rados  
Jacob Stephens  
Kim Reynolds



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
MARYLAND DEPARTMENT OF THE ENVIRONMENT  
AND THE  
WORCESTER COUNTY GOVERNMENT  
Federal ID # 52-60001064/ DUNS # 101119399**

- RE:** Worcester County Assawoman Greys Creek Living Shoreline Project  
FFY-20 GRTS#11
- PURPOSE:** This memorandum documents a Memorandum of Understanding ("Agreement") by and between the Maryland Department of the Environment (hereinafter "Department") and the County Commissioners of Worcester County Commissioners (hereinafter "Grantee"). The purpose of this Agreement is to make available to the Grantee funds to implement restoration practices including 300 linear feet of tidal shoreline, 9,000 square feet of tidal wetlands, and 15,000 square feet of riparian buffer in Greys Creek, as part of the Assawoman Bay Watershed Restoration Plan.
- WHEREAS:** Pursuant to Section 319(h) ("Section 319(h)") of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.; "Clean Water Act"), the Department has received an award from the United States Environmental Protection Agency ("EPA") for implementation of nonpoint source pollution management programs in the total amount of \$2,241,500, CFDA #66.460, FAIN #: 97352920, EPA Award Date: 9/21/2020, the Department's Indirect Cost Rate is 24.04% ("319(h) Grant"); and
- WHEREAS:** Pursuant to § 1-404 of the Environment Article of the Annotated Code of Maryland, the Department may apply for, receive, and spend grants-in-aid by the federal government or any of its agencies or any other federal funds made available to the Department for use in carrying out the powers and duties of the Secretary of the Environment or the Department; and
- WHEREAS:** As a result, the Department is providing financial assistance to the Grantee using funds from the 319(h) Grant for the installment of 300 LF of tidal shoreline, 9,000 square feet of tidal wetlands, and 15,000 square feet of riparian buffer, as part of the Assawoman Bay Watershed Restoration Plan.
- NOW  
THEREFORE:**
- TERMS:** The Department and the Grantee agree to the following terms:

I. TERM OF AGREEMENT

MOU – Worcester County Assawoman Greys Creek Living Shoreline Project (6.2.21)

The Agreement shall take effect upon execution by both parties and shall continue until the work described in Attachment A, attached hereto and expressly incorporated herein (the “Scope of Work”), is completed, which shall not be later than December 31, 2023.

## **II. SOURCE AND LEVEL OF FUNDING**

- A. The Department shall provide the Grantee with funds in accordance with the terms of the Agreement, in a total amount not to exceed Ninety-Six Thousand and 00/100ths Dollars (\$96,000.00).
- B. Such funds shall be used solely and exclusively for tasks performed and materials required in accordance with the Agreement. Such funds shall be expended substantially in accordance with the budget as shown in the Scope of Work.
- C. Pursuant to Section 319(h), the Department has received an award from the EPA for implementation of nonpoint source pollution management programs. The Department is providing financial assistance to the Grantee under the Agreement to implement a nonpoint source pollution management program pursuant to Section 319(h). Grantee understands that funding under the Agreement is contingent upon the continued availability and receipt by the Department of Section 319(h) funding from the EPA.

## **III. SCOPE OF WORK**

The Grantee shall perform its responsibilities as set forth in the Agreement and shall perform and/or ensure the performance of the activities outlined in the Scope of Work.

## **IV. METHOD OF PAYMENT**

- A. Costs will be paid for the project under this Agreement on a reimbursement basis as identified in the Scope of Work and Section V below. Invoices will be paid in response to receipt of a written invoice and an itemized breakdown of all expenditures and operating costs incurred by the project during the period with the appropriate backup documentation e.g. receipts or paid invoices. These payments will be contingent upon receipt and approval by the Department of all deliverables due at the time the payment is to be made.
- B. After the Grantee has been paid an amount equal to ninety percent (90%) of the funds initially allocated and approved for this Agreement, the Department of Environment may withhold from payment an amount of not more than ten percent (10%) of the total Agreement price, until satisfactory completion by the Grantee of all tasks described under this Agreement.

- C. The Grantee's Federal Tax Identification Number and the Department's purchase order number must appear on all invoices submitted to the Department for payment.
- D. Grantee is required to use the Invoice Submittal Form (Attachment C-3) and must submit invoices on a quarterly basis. Each invoice must be accompanied by a certification signed by an authorized official, which reads as follows, "I certify that all expenditures reported are for appropriate purposes and in accordance with the provisions of the contract" (Agreement #). The invoice shall closely parallel the format of the budget in the Scope of Work and Section V below to the greatest extent possible. The Final Invoice is due within 30-days of the last day of the Agreement. Send Invoices to:

Accounts Payable  
MDE Fiscal Services  
1800 Washington Boulevard  
Baltimore, MD 21230-1718  
[mde.ap@maryland.gov](mailto:mde.ap@maryland.gov)

- E. Each invoice shall be accompanied by appropriate backup documentation and match documentation. Examples of acceptable backup documentation for federal and non-federal expenditures are listed in Attachment B - Deliverables.

**V. WORK PRODUCTS, DELIVERABLES AND REIMBURSEMENT SCHEDULE**

- A. The Grantee will provide work products and deliverables to the Department according to the schedule and requirements described below and in the Scope of Work and in ATTACHMENTS B (Deliverables), C (Report Forms) and D (Conditions of Financial Assistance Award), each of which are expressly incorporated into and made part of the Agreement. Work products and deliverables submitted by the Grantee will be reviewed for approval by the Department to determine that they are sufficient to meet both the terms of the Agreement and Departmental reporting needs for the EPA.
- B. The table below gives the schedule of deliverables and their associated cost. Grantee will submit quarterly invoices based on the completion of deliverables as indicated in the table below. The total cost of the project is \$96,000.00.



Deliverables	Invoice Period*	Estimated Costs**
<b>Workplan Task 1 Documents &amp; reports</b> Design Plan w/Specifications 30-50% Q1: Quarterly Report	3/1/22 - 3/21/22	\$10,000
<b>Workplan Task 2 Documents &amp; reports</b> Meeting Agendas and Minutes (Initial outreach) Design Plan w/specs 100% Q1: Quarterly Report	6/1/22 - 6/21/22	\$10,000
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<b>Workplan Task 4 Documents</b> As-built plan or construction completion report Construction pictures Final Report	1/1/23 - 1/21/23	\$71,000
		<b>\$96,000</b>

\*The schedule assumes a project start date of March 1, 2022. The schedule will be adjusted by mutual agreement if this date is moved.

\*\*Invoice amounts in this table are estimated based on existing permit obtainment schedules.

## VI. ASSURANCES

- A. The Grantee shall perform its responsibilities described in the Agreement in such a way that will enable the Department to perform its Section 319(h) responsibilities.
- B. Non-Discrimination in Employment. The Grantee agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- C. Dispute Resolution. In the event of a dispute under the Agreement, the parties agree to each appoint an authorized representative to resolve the dispute in good faith.
- D. Compliance with Federal Laws and Regulations. The Grantee acknowledges that



funding is being provided under the Agreement with federal grant funds. The Grantee and the Department shall comply with all applicable federal laws and regulations related to the receipt of funds under the Clean Water Act: Sec. 319(h) Nonpoint Source Implementation Program. The Grantee agrees to comply with the Conditions of Financial Assistance Award, attached hereto as Attachment D and expressly incorporated into and made part of the Agreement.

## **VII. AGREEMENT REPRESENTATIVES**

The following individuals shall have authority to act under the Agreement for their respective parties:

Department: Eric Ruby  
Water Science Administration  
Maryland Department of the Environment  
1800 Washington Boulevard  
Baltimore, MD 21230-1718  
410-537-3685  
[eric.ruby@maryland.gov](mailto:eric.ruby@maryland.gov)

Grantee: Worcester County Government  
Department of Environmental Programs  
Project Contact: David Bradford  
1 West Market Street, Room 1306  
Berlin, Maryland 21811  
Phone: 410-632-1220 Ext. 1302  
E-mail: [kmunson@co.worcester.md.us](mailto:kmunson@co.worcester.md.us)

These representatives shall have authority to render any decision or take any action under the Agreement. Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative at the address indicated above.

## **VIII. ON-SITE INSPECTIONS**

The Department shall have the right to conduct on-site visits throughout the term of the Agreement.

## **IX. CONTRACTOR STATUS AND SUBCONTRACTING**

- A. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement. The Grantee is not an agent of the Department, and can neither commit the Department to any expenditure of funds, nor enter into any contractual obligation on behalf of the Department.

- B. The Grantee may subcontract any portion of the grant with prior notice thereof to and approval from the Department. Any subcontractor(s) shall, and the Grantee shall require that any subcontractor(s) shall, provide to the Department upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed in order for the Department to comply with State or federal reporting and audit requirements. Consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Grantee of any responsibility for fulfilling all the requirements of the Agreement.
- C. The Grantee agrees to require any and all subcontractors retained by the Grantee in the course of performance of the Agreement to indemnify and save harmless and defend the State of Maryland, the Department, the Grantee, and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under the Agreement, either by the Grantee or the Department, or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity, which may exist in any action against the Department or the Grantee.

#### X. AMENDMENTS

Prior written approval from the MDE 319 Grant Manager is necessary to make any change in the Agreement including but not limited to the following types of changes:

- a. Budget changes;
- b. Scope of Work changes;
- c. No-cost extension, or;
- d. Modifications to project goals, objectives, milestones or deliverables.

The modifications described above may also require prior approval by the federal funding agency. If it is necessary to seek federal approval, please be aware that it usually takes a minimum of several weeks to obtain final federal approval.

The Agreement may only be amended in writing by mutual consent of both parties.

#### XI. WARRANTY

The Grantee agrees to perform all work under the Agreement continuously and diligently, and to meet all milestones and provide all deliverables referenced above. The Grantee shall be responsible for the supervision, inspection, technical accuracy, and coordination of all data and work pursuant to the Agreement, and shall produce in a timely manner to the Department's satisfaction a product meeting professional standards of quality and methodology. The Grantee shall not be responsible for any delay in performance caused

by events beyond its control including labor strikes, fires, or natural disasters.

## **XII. RETENTION OF RECORDS - AUDIT**

The Grantee shall retain and maintain all records and documents relating to this contract for three years after grant closure or three years after final payment by the State (MDE) hereunder or until Federal and State audit requirements have been met or any applicable statute of limitations, whichever is longer. MDE's 319(h) Grant Manager will provide notification of the grant closure date.

The Grantee shall make such records and documents available for inspection and audit by authorized representatives of MDE, including MDE's Procurement Officer or designees, at all reasonable times.

## **XIII. LIABILITY FOR THIRD PARTY CLAIMS**

- A. The Grantee is and will be acting as an independent contractor in the performance of its work and other obligations under the Agreement. The Department has no obligation for the payment of any judgments or the settlement of any claims made against the Grantee, its employees, agents, or subcontractors, if any, as a result of or relating to the Grantee's work and other obligations under the Agreement.
- B. The Department has no obligation to provide legal counsel or legal defense to the Grantee, its employees, agents, or subcontractors, if any, in the event that a suit, claim, or action of any character is brought by any persons not party to this Agreement as a result of or relating to the Grantee's work and other obligations under the Agreement.
- C. The Grantee shall immediately give notice to the Department of any claim or suit made or filed against the Grantee, its employees, agents, or subcontractors, if any, regarding any matter resulting from or relating to the Grantee's work and other obligations under the Agreement.
- D. The Grantee shall cooperate, assist, and consult with the Department in the defense or investigation of any claim, suit, or action made or filed against the Department as a result of or relating to the Grantee's work or other obligations under the Agreement.

## **XIV. TERMINATION**

- A. The Agreement may be terminated at any time by mutual agreement or by either party giving ninety (90) days' notice in writing to the other party. The Department shall not be obligated to make any further payments to Grantee after the effective date of termination of the Agreement, and Grantee shall be required to return funds it has received from the Department for work that is not in place as of the date of termination of the Agreement.

- B. Notwithstanding the provisions of paragraph XIV(A), the Department reserves the right to terminate the Agreement at any time if funding is unavailable. If the General Assembly fails to appropriate funds or if funds are not otherwise available for performance by the Department, the Agreement shall be canceled automatically upon notice by the Department to the Grantee that funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Department's rights or the Grantee's rights under any termination clause in the Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Grantee and the State of Maryland/Department from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The Department shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of the Agreement.

**XV. EFFECTIVE DATE**

It is understood and agreed by the parties that the Agreement and any modification thereof shall not become effective or enforceable until the date it is executed by the Department.

**XVI. COMPLIANCE WITH LAWS**

The Grantee shall observe and comply with all federal, State, and local laws, regulations and ordinances that affect the work to be performed under the Agreement, the persons employed or engaged in connection therewith, or any material or equipment used. The Grantee shall procure and bear the expense of all necessary licenses, permits, and insurance.

**XVII. SEVERABILITY**

It is understood and agreed by the parties hereto that, if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the Agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

**XVIII. ENFORCEMENT**

The failure of the Department to enforce at any time the provisions of the Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Grantee of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of the Agreement or any part thereof, or the right of Department to enforce each and every such provision.

**XIX. MERGER**

The Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

**XX. MARYLAND LAW**

The laws of the State of Maryland shall govern the Agreement, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

**XXI. NO THIRD PARTY BENEFICIARIES**

Nothing in the Agreement shall be construed to: a) provide a benefit to any third party; (b) operate in any way as a promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have executed the Agreement by causing the same to be signed as of the day and year first set forth above.

**STATE OF MARYLAND  
DEPARTMENT OF THE ENVIRONMENT**

By \_\_\_\_\_  
Thomas J. French, Director (or designee)      Date  
Operational Services Administration

Approved for Form and Legal Sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Rebecca Balint Reske, Assistant Attorney General  
Office of the Attorney General

**Worcester County Government**

By \_\_\_\_\_  
Joseph M. Mitrecic, President      Date  
County Commissioners of Worcester County

**ATTACHMENT - A**  
**MARYLAND'S NONPOINT SOURCE PROGRAM**  
**319(h) Grant Work Plan**  
**FFY 2020 Project #11**

**Title:** Worcester County Assawoman Greys Creek Living Shoreline

**Grant:** Clean Water Act 319(h) **FFY 2020: Watershed Project Funds**

**Budget** Federal §319 \$ 96,000.00

**Project Period:** March 1, 2022 through December 31, 2023

**Contact Person:** David Bradford, Deputy Director  
Worcester County Department of Environmental Programs  
410-632-1220 x1302  
[kmunson@co.worcester.md.us](mailto:kmunson@co.worcester.md.us)

<b>PROJECT SYNOPSIS</b>	
EPA Strategic Plan	Goal 2 Protecting America's Waters Objective 2.2 Protect and Restore Watersheds and Aquatic Ecosystems
Federal Watershed Hydrologic Unit Code (HUC), see: <a href="https://mywaterway.epa.gov">https://mywaterway.epa.gov</a>	HUC (12 digit) – 020403030303
Maryland 8-digit watershed name and number, see: <a href="http://mddnr.chesapeakebay.net/wsprofiles/surf/prof/prof.html">http://mddnr.chesapeakebay.net/wsprofiles/surf/prof/prof.html</a>	Assawoman Bay MDE (8 digit) - 02130102
Impairments addressed by this project, see: <a href="http://mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/303d.aspx">http://mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/303d.aspx</a>	Total Nitrogen Total Phosphorus Fecal Coliform
Total Maximum Daily Loads (TMDLs) addressed by this project,	TMDL for Nitrogen & Phosphorus Approval Date for TMDL – 8/7/2014

Watershed Plan Status	
Name/Date	Coastal Bays Watershed Plan, September 2019
Jurisdiction	Worcester County Government Department of Environmental Programs
Electronic Copy Location	The Watershed Plan is not currently uploaded on the Worcester County website. A digital copy can be sent to MDE and/or EPA upon request.
Goals/Priorities	<p>The goal of the Coastal Bays Watershed Plan is stated as “...focused on meeting the nonpoint source TMDL load reductions from the Maryland portion of the Coastal Bays watersheds...” (Page 1). The primary objective is listed as:</p> <ul style="list-style-type: none"> <li>Ensuring that DO and Chlorophyll a concentrations meet the water quality criteria applicable to their designated use and control excessive algal growth and increase or maintain DO concentrations. (Page 15)</li> </ul> <p>In order to achieve the stated objective, priorities are focused on the implementation of a suite of BMPs to address nutrient treatment and removal (Pages 18 – 20). These include a host of agricultural, urban and other BMPs as well as septic retrofits and upgrades.</p>
References to Proposal	The project proposed herein is specifically referenced in the Watershed Plan under the heading of Other BMPs as <b>tidal wetland restoration</b> and <b>shoreline restoration</b> (Page 20).
Status of EPA Acceptance	Watershed Plan approved on January 21, 2020

## EXECUTIVE SUMMARY

The Greys Creek Living Shoreline Restoration Project is an extension of a living shoreline restoration completed approximately 7 years ago. The initial shoreline project was designed and constructed by the Maryland Department of Natural Resources in partnership with Worcester County and the Maryland Coastal Bays Program. This project proposed by Worcester County involves the same team to design, permit and construct the living shoreline. The project is located along an unnamed man-made tidal ditch which drains to Greys Creek and is located on property owned and managed by Worcester County Department of Parks and Recreation. The project area is currently bulkheaded and will be removed as part of the restoration project. The essential elements of the project include the restoration of low and high marsh area to restore the ecosystem function which existed prior to the ditching activities. These ecosystems (e.g., tidal marshes) are well documented as effective in the reduction of excess nutrients. This project will also include the incorporation of a canoe/kayak put in. When completed, this project will restore approximately 300 feet of tidal shoreline, 9,000 square feet of tidal wetlands and install approximately 15,000 square feet of riparian buffer.

## SCOPE OF WORK

### Project History and Background

Greys Creek is within the Assawoman Bay drainage area and has been determined to be impaired due to high inputs of nitrogen and phosphorus. Specific BMPs have been identified in



the approved Watershed Plan (approved in January of 2020) to address these high nutrient loads and to help to improve the water quality. Suggested BMPs are described in the table below:

Table ES-3. Estimated Cost for BMP Implementation in Assawoman Bay				
BMP	Number of Units	Unit Value	Nitrogen Load Reduction (lbs/yr)	Total Annual Cost
<b>Agricultural BMPs</b>				
Soil Conservation and Water Quality Management Plans	86.5	acres	74	\$168
Core Nutrient Management Plans	54.26	acres	193	\$898
Other agricultural BMPs • Wetland creation/restoration • Filter strips/grassed waterways • Riparian forest/herbaceous cover • Roof runoff structures • Heavy use protection • Denitrifying ditch bioreactors	10	acres	1,084	\$4,199 <sup>1</sup>
<b>Urban BMPs</b>				
Stormwater retrofits/redevelopment BMPs • Bioretention/rain gardens • Infiltration practices • Permeable pavement • Bioswales	196	acres	1,535	\$844,162 <sup>1</sup>
<b>Other BMPs</b>				
Tree planting	20.5	acres	207	\$1,735
Riparian buffers	3	acres	30	\$276
Stream restoration	9707	feet	728	\$738,509
Shoreline restoration	7000	feet	333	\$199,150
<b>Septic Systems</b>				
Septic conversions	103	systems	1,203	\$54,265
<b>TOTAL</b>				<b>\$1,843,360</b>

<sup>1</sup> Composite cost using a variety of BMPs

A number of suggested BMPs are listed in this table. Specifically, shoreline restoration, wetland restoration and riparian buffers which are the activities proposed as part of this proposal.

The Greys Creek property was purchased by the State of Maryland and then transferred to Worcester County in 2006 and is managed by the Worcester County Department of Parks and Recreation. This property is largely undeveloped (one house is situated on the 574-acre park) and is managed as a passive recreation area. Activities are geared towards environmental education, nature studies, bird watching, trail hiking and non-motorized boating. The existing house is located near the proposed project location and the deposition of the building is included in the future planning for the Grey's Creek Nature Park. The Maryland Coastal Bays Program (MCBP) has an ongoing cooperative agreement with Worcester County to use and maintain the area near and adjacent to the project location.

Worcester County, in cooperation with DNR and MCBP implemented a living shoreline project approximately 7 years ago to improve the existing habitat and address water quality in Grey's Creek. The proposed project will be an extension of that past project and will complete the living shoreline work in the ditched tidal gut.

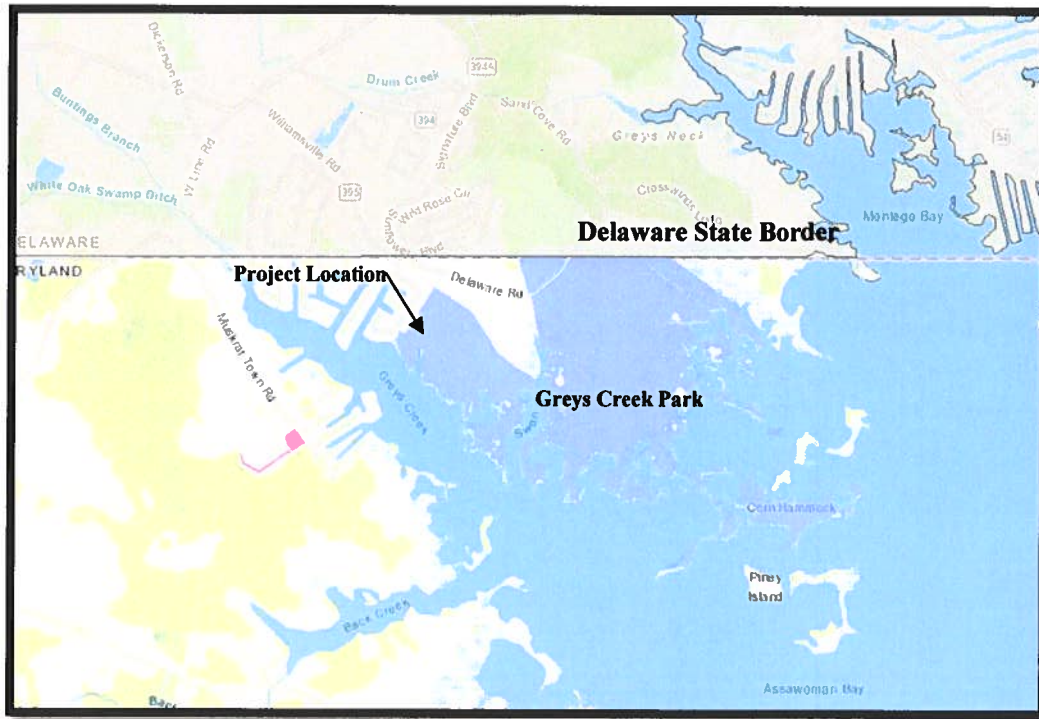
### Project Location

The Project is located along an unnamed tidal gut to Greys Creek (a tributary to Assawoman Bay). Greys Creek is in the northernmost portion of the Maryland coastal Bay drainage area – just south of the Delaware border. It is also adjacent to a number of residential communities who

will be able to regularly use the park, along with educational groups from the Worcester County Public School System, when the nature park and educational access areas are completed. The GPS Coordinates for the site are:

N 75.07'08"

W 38.26'44"



**Project Location Maps**



### **Project Justification**

Shoreline restoration, tidal wetland restoration and riparian buffers are documented as effective BMPs to reduce nutrient loads. Assawoman Bay (and specifically Greys Creek) are known to have high nitrogen and phosphorus inputs which result in high chlorophyll a and low dissolved oxygen levels. These are documented impairments listed in Maryland's Integrated Report (303(d) list). This project, and these practices can have a measurable impact in helping to ameliorate these impacts and improve aquatic and riparian habitat. Baseline total nitrogen and phosphorus loads are documented at 124,228 lbs/yr. and 8,379 lb/yr. respectively for Greys Creek. NPS baseline allocations are set at 35,511 lbs/yr. for nitrogen and 2,416 lbs/yr. for phosphorus. The installation of these BMPs will help to decrease these yearly loads and help meet the annual allocations set for Greys Creek.

This site will be monitored for a period of 5 years post restoration. Monitoring will be focused on the survivability of plant species, overall vegetative recruitment and the stability of the project. MCBP will be responsible for monitoring the site post restoration.

This project is a cooperative venture between Worcester County, DNR, and MCBP. Local authorities have pledged their support for the project and will help to provide support for the project and help to maintain the project post restoration.

This also represents a very cost-effective approach for restoration. Shoreline restoration projects are typically constructed for anywhere from \$300 - \$500/L.F. This project represents a cost of \$336/L.F. and includes the 15,000 sq.ft. of riparian restoration.

**Project Goal(s) and Objectives**

**GOAL:** To restore tidal marsh and associated riparian area and reestablish coastal marsh ecosystem function.

**OBJECTIVE 1:** Restore 300 linear feet of tidal shoreline marsh using living shoreline techniques. This will improve stability and reduce sedimentation of the existing shoreline and provide critical intertidal habitat for a number of species which utilize shallow water tidal ecosystems.

**OBJECTIVE 2:** Restore approximately 15,000 sq.ft. of riparian area which will help to filter runoff and provide habitat for a host of terrestrial and avian species endemic to Maryland's coastal habitats.

**OBJECTIVE 3:** Restore 9,000 sq.ft. of tidal wetland marsh.

**Measurable Environmental Results/Outcomes**

1. Restoration of 300 linear feet of low and high marsh habitat. This will provide approximately 9,000 sq.ft. of tidal marsh restoration.

Restoration of approximately 15,000 sq.ft of associated riparian area.

Nutrient reduction for the living shoreline portion of the project are outlined below:

Total Nitrogen Reduction at 37.9 lbs/yr

Total Phosphorus Reduction at 14.9 lbs/yr

Total Suspended Solids Reduction at 19.3 lbs/yr

*(These calculations are based on the Estimated Total Load Calculation Parameters as set forth in Protocols 1, 2 and 3 of the Expert Panel Guidance from the Chesapeake Bay Program)*

Monitoring will be conducted on an annual basis using the following protocols:

- a. Monumented photo recordation
- b. Physical as-built surveys of the site to determine stability
- c. Vegetative sample plots to determine success of the planted species as well as vegetative recruitment.

Nutrient reductions for the living shoreline riparian area of the project are outlined below:

Pounds of total suspended solids reduced: 995.99 lbs/yr

Pounds of total nitrogen reduced: 11.92 lbs/yr

Pounds of total phosphorus reduced: 0.84 lbs/yr

*(These calculations are based on the Estimated Total Load Calculation Parameters as set forth in Field Doc – The Commons)*

**Total Reductions for work at Greys Creek Living Shoreline**

**Total Nitrogen Reduction 49.82 lbs/yr**

**Total Suspended Solids Reduced 1,105.29 lbs/yr**

**Total Phosphorus Reduced 15.74 lbs/yr**

Monitoring will be conducted on an annual basis using the following protocols:

- a. Monumented photo recordation
- b. Physical as-built surveys of the site to determine stability
- c. Vegetative sample plots to determine success of the planted species as well as vegetative recruitment.

Monitoring will be responsibility MCBP for a period of five years post restoration

**Process**

The development of this project will be an interactive process between the partners (Worcester County, DNR and MCBP) as well as stakeholders and other members of the public.

In order to complete the project described in this proposal, there are four major steps that need to be carried out. They are:

1. Complete project design
2. Acquire all necessary permits
3. Install the project as designed and permitted
4. Monitor project success

All of these steps will be carried out with stakeholder involvement. Particularly the development of the project plan which will be provided to local residents and other interested parties for review. It is likely that there will be one public event where stakeholders will have an opportunity to review and discuss the actions proposed to be taken.

In addition, MCBP has consistently used our volunteer base to help build, plant, maintain and monitor these projects. We strongly believe that involving our very active volunteer corps is integral to building consensus and maintaining a strong and relevant organization.

See Schedule of Activities for a more detailed list of project actions.

**Capacity**

Worcester County staff and its partners are well experienced in working with diverse groups to develop consensus for restoration projects throughout the coastal bays. In partnering with DNR and the MCBP, we can bring to the table years of experience in planning, development, and implementation of ecosystem restoration projects along with the ability to set applicable objects meet those objectives within set timeframes.

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**Public Involvement**

Public involvement will not be subsidized by federal grant funds. However, it is an integral part of our work on all projects done in coordination between Worcester County and MCBP. The public will be involved in many ways. They are:

1. Through public meetings where the public will be provided the opportunity to review and comment on proposed plans
2. Through the permit review process
3. Through our volunteer opportunities to help in the actual construction, planting, monitoring and maintenance of the project.

Where appropriate, MCBP always works to provide the public an opportunity to review, comment or contribute to our activities. We think it is imperative to maintaining a diverse and engaged citizenry.

**Project Completion Assurances**

As the leader on a number of ecosystem restoration projects, Worcester County is aware of the responsibility to complete funded projects on time and within budget. We have been doing this for many years and recognize the obligation to our funders, our partners, and our stakeholders. For this reason, we have set out a timetable which we believe is efficient and responsible.

**Project Partner Responsibilities and Project Cooperator Roles**

Agency/Organization	Role	Responsibility
Maryland Department of the Environment	Grant Administrator	Oversee project progress, accomplishments and grant reimbursement of expenditures.
Worcester County	Project Lead and Grant Recipient	Project management and deliverables. Contractor management. Review project plans and assist with project implementation and maintenance.
MD Coastal Bays Program	Cooperator	Has primary responsibility to assist with successful completion of all project activities, and to assist with deliverables and reporting
MD DNR	Cooperator	Assist with design, permitting and construction

### PROJECT WORK PLAN

#### Activities, Schedule and Deliverables

Objective #1: Implement BMPs.

Activities	Timeline	Responsible Entity	Deliverables	
			Outputs Project Products	Outcomes* Measurable Environ. Results
Complete Design Plan	3/1/22 to 3/21/22	Worcester County (in cooperation with MCBP & DNR)	30-50% Design Plan	N/A
Contacts and meetings with stakeholders and other interested parties.	3/21/22 to 6/21/22	Worcester County & MCBP (in collaboration with watershed stakeholders)	Meeting agendas and minutes; list of concerns of raised with methods to address them. 100% Design Plans with specifications	N/A
Apply for federal, state and local permits	6/22/22 to 9/1/22	Worcester County (in collaboration with MCBP and DNR)	Completed Joint Permit Application submitted and accepted.	N/A
Construct Project	9/1/22 to 12/31/22	Worcester County (in collaboration with MCBP and DNR)	Restoration of 300 L.F. of living shoreline.  Installation of 15,000 sq.ft. of riparian buffer Restoration of 9,000 sq.ft. of tidal wetlands	Estimated pollutant load reductions: to be determined.

**BUDGET**

<b>Category</b>	<b>Federal 319(h) Grant</b>	<b>Total</b>
<b>Contractual – Tidal Wetland Restoration and Shoreline Restoration</b>		
	\$86,000	\$86,000
Project Management (Worcester County)	\$10,000	\$10,000
<b>TOTAL</b>	<b>\$96,000</b>	<b>\$96,000</b>



**ATTACHMENT - A**  
**MARYLAND'S NONPOINT SOURCE PROGRAM**  
**319(h) Grant Work Plan**  
**FFY 2020 Project #11**

**Title:** Worcester County Assawoman Greys Creek Living Shoreline

**Grant:** Clean Water Act 319(h) FFY 2020: Watershed Project Funds

**Budget** Federal §319 \$ 96,000.00

**Project Period:** March 1, 2022 through December 31, 2023

**Contact Person:** David Bradford, Deputy Director  
Worcester County Department of Environmental Programs  
410-632-1220 x1302  
[kmunson@co.worcester.md.us](mailto:kmunson@co.worcester.md.us)

PROJECT SYNOPSIS	
EPA Strategic Plan	Goal 2 Protecting America's Waters Objective 2.2 Protect and Restore Watersheds and Aquatic Ecosystems
Federal Watershed Hydrologic Unit Code (HUC), see: <a href="https://mywaterway.epa.gov">https://mywaterway.epa.gov</a>	HUC (12 digit) – 020403030303
Maryland 8-digit watershed name and number, see: <a href="http://mddnr.chesapeakebay.net/wsprofiles/surf/prof/prof.html">http://mddnr.chesapeakebay.net/wsprofiles/surf/prof/prof.html</a>	Assawoman Bay MDE (8 digit) - 02130102
Impairments addressed by this project, see: <a href="http://mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/303d.aspx">http://mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/303d.aspx</a>	Total Nitrogen Total Phosphorus Fecal Coliform
Total Maximum Daily Loads (TMDLs) addressed by this project,	TMDL for Nitrogen & Phosphorus Approval Date for TMDL – 8/7/2014

Watershed Plan Status	
Name/Date	Coastal Bays Watershed Plan, September 2019
Jurisdiction	Worcester County Government Department of Environmental Programs
Electronic Copy Location	The Watershed Plan is not currently uploaded on the Worcester County website. A digital copy can be sent to MDE and/or EPA upon request.
Goals/Priorities	<p>The goal of the Coastal Bays Watershed Plan is stated as “...focused on meeting the nonpoint source TMDL load reductions from the Maryland portion of the Coastal Bays watersheds...” (Page 1). The primary objective is listed as:</p> <ul style="list-style-type: none"> <li>Ensuring that DO and Chlorophyll a concentrations meet the water quality criteria applicable to their designated use and control excessive algal growth and increase or maintain DO concentrations. (Page 15)</li> </ul> <p>In order to achieve the stated objective, priorities are focused on the implementation of a suite of BMPs to address nutrient treatment and removal (Pages 18 – 20). These include a host of agricultural, urban and other BMPs as well as septic retrofits and upgrades.</p>
References to Proposal	The project proposed herein is specifically referenced in the Watershed Plan under the heading of Other BMPs as <b>tidal wetland restoration</b> and <b>shoreline restoration</b> (Page 20).
Status of EPA Acceptance	Watershed Plan approved on January 21, 2020

## EXECUTIVE SUMMARY

The Greys Creek Living Shoreline Restoration Project is an extension of a living shoreline restoration completed approximately 7 years ago. The initial shoreline project was designed and constructed by the Maryland Department of Natural Resources in partnership with Worcester County and the Maryland Coastal Bays Program. This project proposed by Worcester County involves the same team to design, permit and construct the living shoreline. The project is located along an unnamed man-made tidal ditch which drains to Greys Creek and is located on property owned and managed by Worcester County Department of Parks and Recreation. The project area is currently bulkheaded and will be removed as part of the restoration project. The essential elements of the project include the restoration of low and high marsh area to restore the ecosystem function which existed prior to the ditching activities. These ecosystems (e.g., tidal marshes) are well documented as effective in the reduction of excess nutrients. This project will also include the incorporation of a canoe/kayak put in. When completed, this project will restore approximately 300 feet of tidal shoreline, 9,000 square feet of tidal wetlands and install approximately 15,000 square feet of riparian buffer.

## SCOPE OF WORK

### Project History and Background

Greys Creek is within the Assawoman Bay drainage area and has been determined to be impaired due to high inputs of nitrogen and phosphorus. Specific BMPs have been identified in

the approved Watershed Plan (approved in January of 2020) to address these high nutrient loads and to help to improve the water quality. Suggested BMPs are described in the table below:

Table ES-3. Estimated Cost for BMP Implementation in Assawoman Bay				
BMP	Number of Units	Unit Value	Nitrogen Load Reduction (lbs/yr)	Total Annual Cost
<b>Agricultural BMPs</b>				
Soil Conservation and Water Quality Management Plans	86.5	acres	74	\$168
Core Nutrient Management Plans	54.26	acres	193	\$898
Other agricultural BMPs • Wetland creation/restoration • Filter strips/grassed waterways • Riparian forest/herbaceous cover • Roof runoff structures • Heavy use protection • Denitrifying ditch bioreactors	10	acres	1,084	\$4,199 <sup>1</sup>
<b>Urban BMPs</b>				
Stormwater retrofits/redevelopment BMPs • Bioretention/rain gardens • Infiltration practices • Permeable pavement • Bioswales	196	acres	1,535	\$844,162 <sup>1</sup>
<b>Other BMPs</b>				
Tree planting	20.5	acres	207	\$1,735
Riparian buffers	3	acres	30	\$276
Stream restoration	9707	feet	728	\$738,509
Shoreline restoration	7000	feet	333	\$199,150
<b>Septic Systems</b>				
Septic conversions	103	systems	1,203	\$54,265
<b>TOTAL</b>				<b>\$1,843,360</b>

<sup>1</sup> Composite cost using a variety of BMPs

A number of suggested BMPs are listed in this table. Specifically, shoreline restoration, wetland restoration and riparian buffers which are the activities proposed as part of this proposal.

The Greys Creek property was purchased by the State of Maryland and then transferred to Worcester County in 2006 and is managed by the Worcester County Department of Parks and Recreation. This property is largely undeveloped (one house is situated on the 574-acre park) and is managed as a passive recreation area. Activities are geared towards environmental education, nature studies, bird watching, trail hiking and non-motorized boating. The existing house is located near the proposed project location and the deposition of the building is included in the future planning for the Grey's Creek Nature Park. The Maryland Coastal Bays Program (MCBP) has an ongoing cooperative agreement with Worcester County to use and maintain the area near and adjacent to the project location.

Worcester County, in cooperation with DNR and MCBP implemented a living shoreline project approximately 7 years ago to improve the existing habitat and address water quality in Grey's Creek. The proposed project will be an extension of that past project and will complete the living shoreline work in the ditched tidal gut.

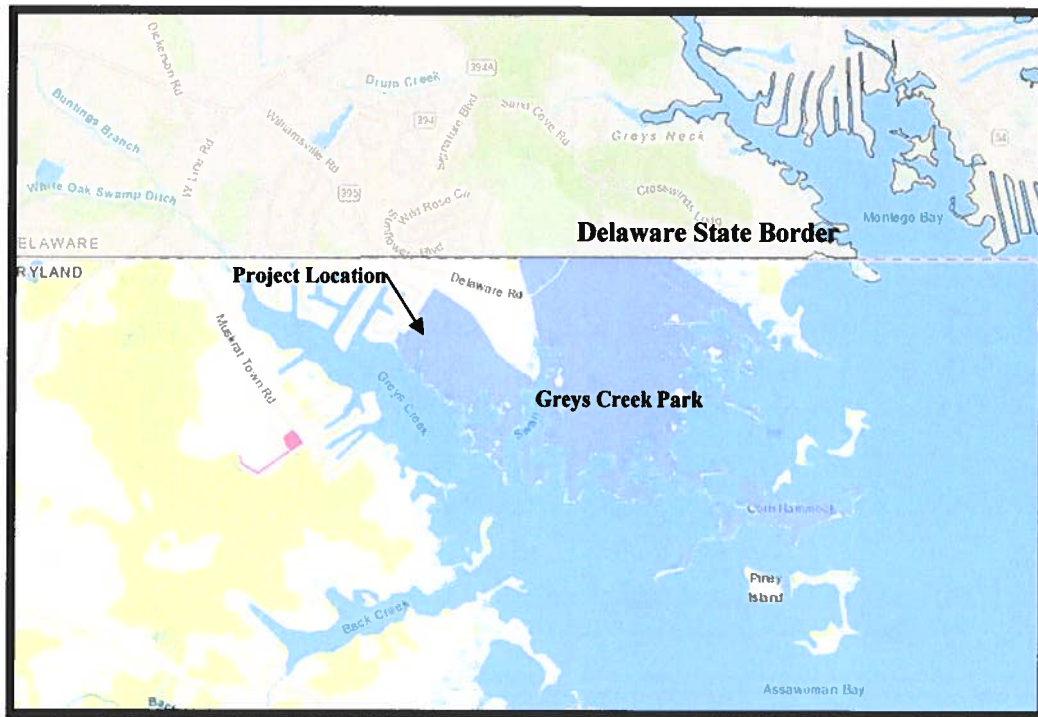
### Project Location

The Project is located along an unnamed tidal gut to Greys Creek (a tributary to Assawoman Bay). Greys Creek is in the northernmost portion of the Maryland coastal Bay drainage area – just south of the Delaware border. It is also adjacent to a number of residential communities who

will be able to regularly use the park, along with educational groups from the Worcester County Public School System, when the nature park and educational access areas are completed. The GPS Coordinates for the site are:

N 75.07'08"

W 38.26'44"



**Project Location Maps**



### **Project Justification**

Shoreline restoration, tidal wetland restoration and riparian buffers are documented as effective BMPs to reduce nutrient loads. Assawoman Bay (and specifically Greys Creek) are known to have high nitrogen and phosphorus inputs which result in high chlorophyll a and low dissolved oxygen levels. These are documented impairments listed in Maryland's Integrated Report (303(d) list). This project, and these practices can have a measurable impact in helping to ameliorate these impacts and improve aquatic and riparian habitat. Baseline total nitrogen and phosphorus loads are documented at 124,228 lbs/yr. and 8,379 lb/yr. respectively for Greys Creek. NPS baseline allocations are set at 35,511 lbs/yr. for nitrogen and 2,416 lbs/yr. for phosphorus. The installation of these BMPs will help to decrease these yearly loads and help meet the annual allocations set for Greys Creek.

This site will be monitored for a period of 5 years post restoration. Monitoring will be focused on the survivability of plant species, overall vegetative recruitment and the stability of the project. MCBP will be responsible for monitoring the site post restoration.

This project is a cooperative venture between Worcester County, DNR, and MCBP. Local authorities have pledged their support for the project and will help to provide support for the project and help to maintain the project post restoration.

This also represents a very cost-effective approach for restoration. Shoreline restoration projects are typically constructed for anywhere from \$300 - \$500/L/F. This project represents a cost of \$336/L.F. and includes the 15,000 sq.ft. of riparian restoration.

### **Project Goal(s) and Objectives**

**GOAL:** To restore tidal marsh and associated riparian area and reestablish coastal marsh ecosystem function.

**OBJECTIVE 1:** Restore 300 linear feet of tidal shoreline marsh using living shoreline techniques. This will improve stability and reduce sedimentation of the existing shoreline and provide critical intertidal habitat for a number of species which utilize shallow water tidal ecosystems.

**OBJECTIVE 2:** Restore approximately 15,000 sq.ft. of riparian area which will help to filter runoff and provide habitat for a host of terrestrial and avian species endemic to Maryland's coastal habitats.

**OBJECTIVE 3:** Restore 9,000 sq.ft. of tidal wetland marsh.

### **Measurable Environmental Results/Outcomes**

1. Restoration of 300 linear feet of low and high marsh habitat. This will provide approximately 9,000 sq.ft. of tidal marsh restoration.

Restoration of approximately 15,000 sq.ft of associated riparian area.

Nutrient reduction for the living shoreline portion of the project are outlined below:

Total Nitrogen Reduction at 37.9 lbs/yr

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**Total Reductions for work at Greys Creek Living Shoreline**

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**Process**

The development of this project will be an interactive process between the partners (Worcester County, DNR and MCBP) as well as stakeholders and other members of the public.

In order to complete the project described in this proposal, there are four major steps that need to be carried out. They are:

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See Schedule of Activities for a more detailed list of project actions.

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**PROJECT WORK PLAN**  
**Activities, Schedule and Deliverables**

Objective #1: Implement BMPs.

Activities	Timeline	Responsible Entity	Deliverables	
			Outputs Project Products	Outcomes* Measurable Environ. Results
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Contacts and meetings with stakeholders and other interested parties.	3/21/22 to 6/21/22	Worcester County & MCBP (in collaboration with watershed stakeholders)	Meeting agendas and minutes; list of concerns of raised with methods to address them. 100% Design Plans with specifications	N/A
Apply for federal, state and local permits	6/22/22 to 9/1/22	Worcester County (in collaboration with MCBP and DNR)	Completed Joint Permit Application submitted and accepted.	N/A
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**BUDGET**

<b>Category</b>	<b>Federal 319(h) Grant</b>	<b>Total</b>
<b>Contractual – Tidal Wetland Restoration and Shoreline Restoration</b>		
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<b>TOTAL</b>	<b>\$96,000</b>	<b>\$96,000</b>



Worcester County Administration

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

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
Candace Savage, Budget Officer *CS*  
DATE: March 28, 2022  
RE: Notice of a Proposed Real Property Tax Increase (Constant Yield Advertisement)

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The following draft advertisement is submitted for your consideration of a proposed Real Property Tax Increase (Constant Yield Advertisement). The State Department of Assessments and Taxation has been sent this draft to approve for the required advertisement with a tax increase that would retain the current real property tax rate, which is greater than the constant yield rate. The language for the constant yield advertisement is established by State Code (Tax-Property Article, § 6-308) and must appear in the newspapers as written during the week of April 21, 2022. The Constant Yield Tax Rate notice gives property owners' the opportunity to be heard on the issue of real property tax rates before they are final.

The Proposed Real Property Tax Increase advertisement states the following:

- In FY2023 the real property assessable base will increase as outlined by Part 1 and Part 2 of the notice.
- Part 3 of the notice indicates the real property tax increase could be \$0.8294 to offset the increasing assessments. This is the constant yield tax rate.
- Part 4 of the notice proposes to adopt and maintain the real property tax rate of \$.8450 which is 1.9% higher than the constant yield tax rate and will generate \$2,628,527 in additional real property tax revenues.

With the proposal that the Constant Yield Advertisement reflect the current real property tax rate of \$.845 this would therefore NOT ALLOW the County to increase the rate higher than \$.845 per \$100 of assessment for real property. We are available for any questions you may have.

Attached please find copies of the following:

Page 2 Constant Yield advertisement  
Page 4 2022 Constant Yield Tax Rate Certification

CIS\S:\Commissioners\Candace\FY23 Budget\FY23 Constant Yield\FY23 Constant Yield Memo.docx

## **WORCESTER COUNTY NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE**

The Board of County Commissioners of Worcester County proposes to increase real property taxes.

1. For the tax year beginning July 1, 2022, the estimated real property assessable base will increase by 1.9% from \$16,485,090,727 to \$16,796,158,998.

2. If Worcester County maintains the current tax rate of \$0.845 per \$100 of assessment, real property tax revenues will increase by 1.9% resulting in \$2,628,527 of new real property tax revenues.

3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.8294, the constant yield tax rate.

4. The County is considering not reducing its real property tax rate enough to fully offset increasing assessments. The County proposes to adopt a real property tax rate of \$0.845 per \$100 of assessment. This tax rate is 1.9% higher than the constant yield tax rate and will generate \$2,628,527 in additional real property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 7:00 P.M., on Tuesday, May 3, 2022 at the Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863.

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194.

The meeting will also be streamed live on the County website at <https://worcestercountymd.swagit.com/live>.

The hearing is open to the public and public testimony is encouraged. Speakers will be allowed to address the County

## ITEM 21

Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at [wchearing@co.worcester.md.us](mailto:wchearing@co.worcester.md.us) or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 2, 2022 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863.

All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting.

Persons with questions or wanting additional information regarding this hearing may call (410) 632-1194.

## State of Maryland

Department of Assessments and Taxation

February 14, 2022

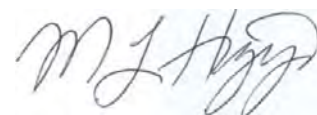
## 2022 Constant Yield Tax Rate Certification

Taxing authority: **Worcester  
County**

1	1-Jul-2021	Gross assessable real property base	\$	16,623,899,036
2	1-Jul-2021	Homestead Tax Credit	-	<u>138,808,309</u>
3	1-Jul-2021	Net assessable real property base		16,485,090,727
4	1-Jul-2021	Actual local tax rate (per \$100)	x	<u>0.8450</u>
5	1-Jul-2021	Potential revenue	\$	139,299,017
6	1-Jul-2022	Estimated assessable base	\$	17,143,360,287
7	1-Jan-2022	Half year new construction	-	60,276,830
8	1-Jul-2022	Estimated full year new construction*	-	55,686,100
9	1-Jul-2022	Estimated abatements and deletions**	-	<u><u>231,238,359</u></u>
10	1-Jul-2022	Net assessable real property base	\$	16,796,158,998

11	1-Jul-2021	Potential revenue	\$	139,299,017
12	1-Jul-2022	Net assessable real property base	÷	16,796,158,998
13	1-Jul-2022	<b>Constant yield tax rate</b>	\$	<b>0.8294</b>

Certified by

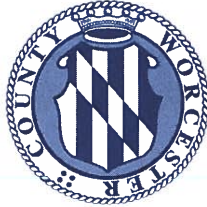


Director

\* Includes one-quarter year new construction where applicable.

\*\*Actual + estimated as of July 1, 2022, including Homestead Tax Credit.

Form CYTR #1



TEL: 410-632-0686  
FAX: 410-632-3003

OFFICE OF THE TREASURER

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1105  
P.O. Box 248  
SNOW HILL, MARYLAND  
21863

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JESSICA R. WILSON, CPA  
DEPUTY FINANCE OFFICER

**TO: Weston S. Young, Chief Administrative Officer**  
**FROM: Phillip G. Thompson, Finance Officer** *DGT*  
**DATE: March 29, 2022**  
**SUBJECT: 2022 Bond Bills Public Hearing and Declaration of Official Intent**

As you are aware, there are numerous projects in the Capital Improvement Plan (CIP) that are scheduled to be completed in the near term and we are proposing to finance through General Obligation Bonds. These projects include the following:

- Stephen Decatur Middle School (SDMS) – Addition - \$10,024,184
- Roof Replacement, Snow Hill Middle School and Cedar Chapel School - \$2,004,000
- Sports Complex - \$11,198,830
- Public Safety Logistical Storage Facility - \$3,050,000
- Jail Improvements, Phase 2 - \$10,955,670
- Water and Wastewater Project in the Ocean Pines Service Area - \$4,600,000

We are planning to hold the public hearing for these projects on April 5 (SDMS Addition, Roof Replacement, Public Safety Logistical Storage Facility, Jail Improvements Ph. 2) and a separate public hearing on April 19 for the Sports Facility. The remaining project for the Ocean Pines Service Area does not require a bond bill but will require a public hearing to explain the projects estimated cost and to solicit public comment as to whether the project should be constructed. I have also attached an updated financing schedule provided by our Financial Advisor, Joe Mason with Davenport and Company, LLC, for your reference.

In addition to the bond bills on the first five projects, our Bond Counsel, Lindsey Rader with Funk and Bolton, has advised that we should adopt a "Declaration of Official Intent" (DOOI) resolution which will enable us to use the bond proceeds to reimburse expenses incurred for each of these projects prior to the issuance of the bonds. It is important to note that although the DOOI currently includes all of the proposed projects we can remove any of the projects prior to the sale of the bonds.

# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar  
3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### Working Group

Role	Entity	Abbreviation
Issuer	Worcester County, MD	Cty
Financial Advisor	Davenport & Company LLC	Dav
Bond Counsel	Funk & Bolton	FB

Date	Task	Responsibility
Wednesday, March 30	County sends POS information to Davenport	Cty
Tuesday, April 5	Public Hearing and Adoption of Public Local Laws (Excluding Sports Complex)	Cty, FB
Wednesday, April 6	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Tuesday, April 19	Public Hearing and Adoption of Public Local Law (Sports Complex)	Cty, FB
Wednesday, April 20	Follow-up Planning Meeting for Rating Visits/Tour	Cty, Dav
Monday, April 25	Comments on draft POS due to Davenport	All
	Comments on draft Credit Presentation due to County	All
Monday, May 2	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Monday, May 16	Comments on draft POS due to Davenport	All
	Comments on draft Credit Presentation due to County	All
Friday, May 20	Effective Date of Public Local Laws (Excluding Sports Complex)	Cty, FB
Monday, May 23	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Wednesday, June 1	Meeting to Walk-Through Credit Presentation	Cty, Dav
Friday, June 3	Effective Date of Public Local Laws (Sports Complex)	Cty, FB
Tuesday, June 7	Introduction and Passage of Bond Resolution	Cty, FB
	Comments on POS due to Davenport	All
	Final comments on credit presentation due County	All



# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Date	Task	Responsibility
Wednesday, June 8	Distribute POS and Credit Presentation to rating agencies and working group	Dav
Monday, June 13 – Wednesday, June 15	Rating Agency Visits to Worcester County	Cty, Dav
Wednesday, June 22	Publish first ad in local paper	Cty, FB
Friday, June 24	Release of Ratings	Cty, Dav
Monday, June 27	Final Comments on POS due to Davenport	All
Tuesday, June 28	Signoff on POS Post POS and Apply for CUSIPs	All Dav
Wednesday, June 29	Publish second ad in local paper	Cty, FB
Tuesday, July 12	Bond Sale in Snow Hill	All
Wednesday, July 13	Davenport distributes draft OS for comment	Dav
Monday, July 18	Signoff on bond documents and OS	All
Tuesday, July 19	Delivery of OS to underwriter	Dav
Monday, July 25	Pre-Closing	All
Tuesday, July 26	Closing	All

## RESOLUTION NO. 22-\_\_

**A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, MAKING A DECLARATION OF OFFICIAL INTENT PURSUANT TO U.S. TREASURY REGULATION SECTION 1.150-2 OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND'S REASONABLE EXPECTATION TO USE PROCEEDS OF ITS GENERAL OBLIGATION BONDS AND/OR INTERIM FINANCING, EACH ISSUED IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$40,782,684, TO REIMBURSE ALL OR A PORTION OF PROJECT EXPENSES PREVIOUSLY PAID IN CONNECTION WITH THE PROJECTS IDENTIFIED HEREIN AS BEING FOR THE WORCESTER COUNTY JAIL, THE PUBLIC SAFETY LOGISTICAL STORAGE FACILITY, THE WORCESTER COUNTY SPORTS COMPLEX, THE ADDITION TO STEPHEN DECATUR MIDDLE SCHOOL, ROOF REPLACEMENTS AT SNOW HILL MIDDLE SCHOOL AND CEDAR CHAPEL SPECIAL SCHOOL, AND THE OCEAN PINES BELT FILTER PRESS.**

**Recitals.**

A. County Commissioners of Worcester County, Maryland (the "County") proposes to make certain capital expenditures in connection with the following capital projects: (i) engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail; (ii) engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility; (iii) engineering, designing, constructing, equipping, furnishing and undertaking site work for the Worcester County Sports Complex; (iv) engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School; (v) replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School; and (vi) replacing the belt filter press in the Ocean Pines Service Area (the activities described in clauses (i) – (vi) are collectively referred to as the "Capital Projects").

B. The County intends to issue general obligation bonds in one or more series from time to time (collectively, the "Bonds") to finance the costs of the Capital Projects as described in Recital A. above, together with related costs and issuance costs of the Bonds, all constituting capital expenditures (collectively referred to as the "Project Costs").

C. The County reasonably expects that all or a portion of the Project Costs will be paid prior to issuance of the Bonds, and that proceeds of the Bonds will be used to reimburse all or a portion of such Project Costs paid prior to the issuance of the Bonds. In the event the County incurs interim financing to pay all or a portion of the Project Costs in anticipation of the issuance of the Bonds, the County reasonably expects to (i) use such interim financing to reimburse all or a portion of any Project Costs paid prior to the incurrence of such interim financing, and (ii) use proceeds of the Bonds to refinance all or a portion of any interim financing incurred by the County that is applied in whole or in part to reimburse previously paid Project Costs and/or to use proceeds of the Bonds to reimburse all or a portion of the Project Costs paid prior to issuance of the Bonds. If the County incurs interim financing with respect to the Project Costs, the definition of Project Costs shall be construed to include issuance costs of such interim financing.

D. Section 1.150-2 of the U.S. Treasury Regulations (the "Reimbursement Regulations") provides that local governments funding "original expenditures" intended to be reimbursed from the proceeds of "obligations" must make a declaration of "official intent" in order to qualify such original expenditures for reimbursement from a "reimbursement bond," all within the meaning of the Reimbursement Regulations.

E. The County is an "issuer" for purposes of the Reimbursement Regulations and the County Commissioners desire to adopt this Resolution for the purpose of evidencing the clear and official intent of

the County to reimburse from reimbursement bond proceeds (meaning the Bonds or any interim financing incurred by the County in anticipation of the Bonds) original expenditures made in connection with the Project Costs.

Section 1. NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that in accordance with the Reimbursement Regulations, the County hereby makes this declaration of its reasonable expectation that all or a portion of the Project Costs shall be paid from non-borrowed sources prior to the issuance of the Bonds (or any interim financing incurred in anticipation of the Bonds) and that the County will use proceeds of the Bonds (or of such interim financing), which Bonds and/or interim financing will qualify as a "reimbursement bond" for purposes of the Reimbursement Regulations, to reimburse all or a portion of such original expenditures for Project Costs. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

Section 2. AND BE IT FURTHER RESOLVED that the maximum aggregate principal amount of the Bonds to be issued for Project Costs (and the maximum principal amount of any interim financing incurred by the County in anticipation of the Bonds) will not exceed \$40,782,684 each.

Section 3. AND BE IT FURTHER RESOLVED that the provisions of this Resolution will be liberally construed in order to effectuate the purposes of this Resolution.

Section 3. AND BE IT FURTHER RESOLVED that this Resolution shall become effective immediate upon its adoption.

[CONTINUED ON FOLLOWING PAGE]

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

County Commissioners of Worcester County,  
Maryland

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Joseph M. Mitrecic, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr., Commissioner

\_\_\_\_\_  
Madison J. Bunting, Jr., Commissioner

\_\_\_\_\_  
James C. Church, Commissioner

\_\_\_\_\_  
Joshua C. Nordstrom, Commissioner

\_\_\_\_\_  
Diana Purnell, Commissioner

#225449;58224.004

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



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

WESTON S. YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 JOSEPH E. PARKER, III  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

March 28, 2022

TO: Worcester County Commissioners  
 FROM: Karen Hammer, Administrative Assistant V  
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2022

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (8), which have current or upcoming vacancies (13). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

**President Mitrecic - You have assigned all positions**

**Commissioner Bunting – You have Two (2) position needed:**

- David Deutsch - Term Ending – Dec. 21- Ethics Board
- Gregory Sauter – Resigned – Dec. 21 – Water and Sewer Advisory Council Ocean Pines

**Commissioner Nordstrom - You have assigned all positions**

**Commissioner Church – You have Five (5) position open:**

- Martin Kwesko – Term Ending – Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek – passed – Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed - Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton - Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier - Term Ending-Dec. 21- Commission for Women- Not a Reappointment

**Commissioner Purnell – You have assigned all positions**

**Commissioner Elder – You have assigned all positions**

**Commissioner Bertino - You have assigned all positions**

TEL: 410-632-1194  
FAX: 410-632-3131  
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COMMISSIONERS  
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DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## All Commissioners:

- **(1) – Adult Public Guardianship Board-** (1) Vacancy/Resignation – Dr. Kenneth Widra – Psychiatrist – The Health Department is researching for a suitable candidate for this position.
- **(1) -Drug and Alcohol Abuse Council - 1 Position -** (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, however, if the Commissioners have someone they'd like to appoint, please advise.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-**4 yr. Mark Wittmyer (Business – Ocean Pines) Terms Ending – Dec. 21 for (3) – Gee Williams (Church), Bob Gilmore (Bertino), David Massey ( At-Large- Business O.P.)
- **(1) - Water and Sewer Advisory Council – Ocean Pines (D-6-Bunting)–** (1) Term Ending and Resignation Dec. 21.- Gregory Sauter
- **(3) - Water and Sewer Advisory Council – Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko
- **(1) - Water and Sewer Advisory Council- West Ocean City –** (1) Term Endings – Dec. 21 – Keith Swanton
- **(1) – Commission for Women** –Elizabeth Rodier, (Church) does not choose to be reappointed.

**Pending Board Appointments - By Commissioner**

**District 1 - Nordstrom** Thank you! All of your positions are assigned.

**District 2 - Purnell**

Thank you! All of your positions are assigned.

**District 3 - Church**

- p. 10 - Water & Sewer - Mystic Harbour - Martin Kwesko
- p. 10 - Water & Sewer - Mystic Harbour - Richard Jendrek
- p. 10 - Water & Sewer - Mystic Harbour - Bruce Burns
- p. 12 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
- p. 13 - Commission for Women - Elizabeth Rodier

**District 4 - Elder**

Thank you! All of your positions are assigned.

**District 5 - Bertino**

Thank you! All of your positions are assigned.

**District 6 - Bunting**

- p. 9 - Ethics Board - David Deutsch
- p. 11 - Water and Sewer Advisory Council Ocean Pines - Gregory Sauter - resigned

**District 7 - Mitrecic**

Thank you! All of your positions are assigned.

**All Commissioners**

**p. 4 (1) - Adult Public Guardianship Board-** (1) Vacancy - Psychiatrist

**p. 6 (1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

**p. 8 (4) - At Large position on Local Development Council For the Ocean Downs Casino-**4 yr. Mark Wittmyer (Business - Ocean Pines) Terms Ending - Dec. 21 for (3) - Gee Williams (Church), Bob Gilmore (Bertino), David Massey ( At-Large- Business O.P.)

**p. 10 (3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) - Term Ending-Dec. 21- Martin Kwesko

**p. 11 (1) - Water and Sewer Advisory Council, Ocean Pines** - (1) Term Ending - Gregory Sauter

**p. 12 (1) - Water and Sewer Advisory Council- West Ocean City** - (1) Term Endings - Dec. 21 - Keith Swanton

**p. 13 (1) - Commission for Women** - Elizabeth Rodier (Church) does not choose to be reappointed.

## ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

Function: Advisory  
Perform 6-month reviews of all guardianships held by a public agency.

Recommend that the guardianship be continued, modified or terminated.

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

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

Meetings: Semi-annually

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

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

## Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>	
Dr. Kenneth Widra	Psychiatrist	18-21	Resigned
Dr. William Greer	Physician	07-10-13-16-19, 19-22	
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22	
Nancy Howard	Lay Person	*17-19, 19-22	
Connie Wessels	Lay Person	*15-16-19, 19-22	
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23	
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23	
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23	
Thomas Donoway	Person with physical disability	17-20, 20-23	
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24	
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24	

\* = Appointed to fill an unexpired term



**ADULT PUBLIC GUARDIANSHIP BOARD**  
(Continued)

## Prior Members:

## Since 1972

Dr. Donald Harting  
Maude Love  
Thomas Wall  
Dr. Dorothy Holzworth  
B. Randall Coates  
Kevin Douglas  
Sheldon Chandler  
Martha Duncan  
Dr. Francis Townsend  
Luther Schultz  
Mark Bainum  
Thomas Mulligan  
Dr. Paul FloryBarbara Duerr  
Craig Horseman  
Faye Thornes  
Mary Leister  
Joyce Bell  
Ranndolph Barr  
Elsie Briddell  
John Sauer  
Dr. Timothy Bainum  
Ernestine Bailey  
Terri Selby (92-95)  
Pauline Robbins (92-95)  
Darryl Hagey  
Dr. Ritchie Shoemaker (92-95)  
Barry Johansson (93-96)  
Albert Straw (91-97)  
Nate Pearson (95-98)  
Dr. William Greer, III (95-98)  
Rev. Arthur L. George (95-99)  
Irvin Greene (96-99)  
Mary Leister (93-99)  
Otho Aydelotte, Jr. (93-99)  
Shirley D'Aprix (98-00)  
Theresa Bruner (91-02)  
Tony Devereaux (93-02)  
Dr. William Krone (98-02)  
David Hatfield (99-03)  
Dr. Kimberly Richardson (02-03)  
Ina Hiller (91-03)  
Dr. David Pytlewski (91-06)  
Jerry Halter (99-06)  
Dr. Glenn Arzadon (04-07)  
Madeline Waters (99-08)  
Mimi Peuser (03-08)  
Dr. Gergana Dimitrova (07-08)  
Carolyn Cordial (08-13)  
June Walker (02-13)  
Bruce Broman (00-14)  
Lori Carson (13-14)  
Pattie Tingle (15-16)  
The Rev. Guy H. Butler (99-17)  
Debbie Ritter (07-17)

Dean Perdue (08-17)  
Dr. Dia Arpon \*(10-18)

\* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

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

**Ex-Officio Members**

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

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

## Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

## Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing ( *06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

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

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

**ITEM 23**

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
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
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24

*Terms  
Ended*

**Prior Members:**

Since 2009

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

Todd Ferrante ° (09-16)  
Joe Cavilla (12-17)  
James N. Mathias, Jr. ° (09-18)  
Ron Taylor ° (09-14)  
James Rosenberg (09-19)  
Rod Murray ° (\*09-19)

Charlie Dorman (12-19)

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

## ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 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>	<i>Term Ended</i>
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	
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23	
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24	
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24	
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17-21-25	

Prior Members: (Since 1972)

J.D. Quillin, III	William Kuhn (90-09)
Charles Nelson	Walter Kissel (05-09)
Garbriel Purnell	Marion Chambers (07-11)
Barbara Derrickson	Jay Knerr (11-14)
Henry P. Walters	Robert I. Givens, Jr. (98-14)
William Long	Diana Purnell (09-14)
L. Richard Phillips (93-98)	Kevin Douglas (08-16)
Marigold Henry (94-98)	Lee W. Baker (08-16)
Louis Granados (94-99)	Richard Passwater (09-17)
Kathy Philips (90-00)	Jeff Knepper (16-21)
Mary Yenny (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	
Wallace D. Stein (02-08)	

\* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

**Current Members:**

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

**Prior Members: (Since 2005)**

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

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL  
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

**Current Members:**

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Gregory R. Sauter, P.E.	Ocean Pines	17-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26

*resigned*

**Prior Members: (Since 1993)**

Andrew Bosco (93-95)  
Richard Brady (96-96, 03-04)  
Michael Robbins (93-99)  
Alfred Lotz (93-03)  
Ernest Armstrong (93-04)  
Jack Reed (93-06)  
Fred Henderson (04-06)  
E. A. "Bud" Rogner (96-07)  
David Walter (06-07)  
Darwin "Dart" Way, Jr. (99-08)  
Aris Spengos (04-14)  
Gail Blazer (07-17)  
Mike Hegarty (08-17)  
Michael Reilly (14-18)  
Bob Poremski (17-20)

\* = Appointed to fill an unexpired term

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

**Current Members:**

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

**Prior Members: (Since 1993)**

Eleanor Kelly <sup>c</sup> (93-96)	Andrew Delcorro (*14-19)
John Mick <sup>c</sup> (93-95)	
Frank Gunion <sup>c</sup> (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham <sup>c</sup> (93-13)	
Ralph Giove <sup>c</sup> (93-14)	
Chris Smack (04-14)	

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



## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

Contact: Tamara White and Coleen Colson, 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>
Elizabeth Rodier	D-3, Church	Bishopville	18-21
Mary E. (Liz) Mumford	At-Large	W. 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
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Kelly O'Keane	Health Department		17-20, 20-23
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

## Prior Members: Since 1995

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

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member

Updated: November 16, 2020

Printed: March 28, 2022

## 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)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
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)	

\* = Appointed to fill an unexpired term

c = Charter member



Worcester County Government

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

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

March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Notice of Introduction Bill 22-1, Refunding Bonds 2013 Series

.....  
 Please print the attached Notice of Introduction of Bill 22-1 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022.  
 Thank you.

**Notice of Introduction of Bill 22-1  
 Worcester County Commissioners**

Take Notice that Bill 22-1 entitled AN ACT TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$4,870,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CORRECTIONAL OFFICERS RETIREMENT SYSTEM PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE), INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 15<sup>th</sup>, 2022.

A fair summary of the bill is as follows:

APPENDIX "VV"

**BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-  
 OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND  
 CORRECTIONAL OFFICERS RETIREMENT SYSTEM  
 PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE)**

**§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable).**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), the County may borrow money to refund its



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outstanding bonds.

(3) Pursuant to the Act, the Refunding Act, Appendix HH (Bill No. 12-5) of the Code of Public Local Laws of Worcester County, Maryland, a Resolution adopted by the Board of County Commissioners of Worcester County (the "Board") on January 2, 2013, as supplemented by a Supplemental Resolution adopted by the Board on January 15, 2013, the County, on January 31, 2013, issued its County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable) in the aggregate principal amount of \$4,595,000 (the "2013 Taxable Bonds").

(4) The Board has determined to authorize the County to borrow \$4,870,000 by the issuance of bonds, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds.

(b) The Board, acting pursuant to the Act and the Refunding Act, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2013 Taxable Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2013 Taxable Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) The 2013 Taxable Bonds are outstanding in the approximate aggregate principal amount of \$4,868,500. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2013 Taxable Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding the then-outstanding 2013 Taxable Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance the cost of refunding the then-outstanding 2013 Taxable Bonds is a proper public purpose financed by the issuance of the Bonds pursuant to the Act and the Refunding Act.

(c) Authorizes the County to borrow up to \$4,870,000 by issuance of bonds.

(d) Provides that the proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds.

(e) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.

(f) Provides that prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe the amount, purpose, and form of the bonds and other matters relating to the issuance of the bonds.

(g) Provides that the bonds shall constitute a pledge of the full faith and credit of the county.

(h) Provides the bonds may be sold either at private sale or at public sale as determined by the County Commissioners.



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- (i) Provides the bonds and shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.
- (j) Provides the County may enter into agreements to enhance the marketability of the bonds.
- (k) Provides the signature of any officer whose signature appears on any Bond is still valid even if that officer ceases to be such officer before delivery.
- (l) Provides that upon deliver of the bonds to the purchaser, payment shall be made to the Finance Officer of the County
- (m) Authorizes the issuance of interim certificates or temporary bonds
- (n) Provides that the authorities set forth in this law are supplemental to existing authorities.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) Provides severability provisions.

**A Public Hearing  
 will be held on Bill 22-1  
 Tuesday, April 5, 2022  
 at 10:30 A.M.**

in the  
 County Commissioners Meeting Room  
 Room 1101 - Government Center  
 One West Market Street  
 Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS



Worcester County Government

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March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Notice of Introduction Bill 22-2, Refunding Bonds 2014 Series

.....  
 Please print the attached Notice of Introduction of Bill 22-2 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022.  
 Thank you.

**Notice of Introduction of Bill 22-2  
 Worcester County Commissioners**

Take Notice that Bill 22-2 entitled AN ACT TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$33,590,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 15<sup>th</sup>, 2022.

A fair summary of the bill is as follows:

APPENDIX "WW"

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-  
 OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND  
 CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES

**§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.





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(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), the County may borrow money to refund its outstanding bonds.

(3) Pursuant to the Act, the Refunding Act, Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section PW-5-204 of the Code of Public Local Laws of Worcester County, Maryland, Appendix II (Bill No. 13-4) of the Code of Public Local Laws of Worcester County, Maryland, a Resolution adopted by the Board of County Commissioners of Worcester County (the "Board") on March 4, 2014, as supplemented by Supplemental Resolutions adopted by the Board on March 11, 2014 and March 18, 2014, the County, on April 3, 2014, issued its County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series in the aggregate principal amount of \$48,300,000 (the "2014 Bonds").

(4) The Board has determined to authorize the County to borrow \$33,590,000 by the issuance of bonds, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2014 Bonds.

(b) The Board, acting pursuant to the Act and the Refunding Act, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2014 Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2014 Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) The 2014 Bonds are outstanding in the approximate aggregate principal amount of \$25,835,000. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2014 Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding the then-outstanding 2014 Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance the cost of refunding the then-outstanding 2014 Bonds is a proper public purpose financed by the issuance of the Bonds pursuant to the Act and the Refunding Act.

(c) Authorizes the County to borrow up to \$33,590,000 by issuance of bonds.

(d) Provides that the proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2014 Bonds.

(e) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.

(f) Provides that prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe the amount, purpose,



Worcester County Government  
One West Market Street | Room 1103 | Snow Hill MD 21863-1195  
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and form of the bonds and other matters relating to the issuance of the bonds.

- (g) Provides that the bonds shall constitute a pledge of the full faith and credit of the county.
- (h) Provides the bonds may be sold either at private sale or at public sale as determined by the County Commissioners.
- (i) Provides the bonds and shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.
- (j) Provides the County may enter into agreements to enhance the marketability of the bonds.
- (k) Provides the signature of any officer whose signature appears on any Bond is still valid even if that officer ceases to be such officer before delivery.
- (l) Provides that upon deliver of the bonds to the purchaser, payment shall be made to the Finance Officer of the County
- (m) Authorizes the issuance of interim certificates or temporary bonds
- (n) Provides that the authorities set forth in this law are supplemental to existing authorities.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) Provides severability provisions.

**A Public Hearing  
will be held on Bill 22-2  
Tuesday, April 5, 2022  
at 10:30 A.M.**

in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street  
Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS





Worcester County Government

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

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March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Notice of Introduction Bill 22-3, Refunding Bonds 2015 Series A

.....  
 Please print the attached Notice of Introduction of Bill 22-3 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022.  
 Thank you.

**Notice of Introduction of Bill 22-3  
 Worcester County Commissioners**

Take Notice that Bill 22-3 entitled TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$11,115,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS. was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 15<sup>th</sup>, 2022.

A fair summary of the bill is as follows:

APPENDIX "XX"

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-  
 OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND  
 CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A

**§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.



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(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), the County may borrow money to refund its outstanding bonds.

(3) Pursuant to the Act, the Refunding Act, Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section PW-5-204 of the Code of Public Local Laws of Worcester County, Maryland (the "Code of Public Local Laws"), Appendix KK (Bill No. 15-3) of the Code of Public Local Laws, Appendix LL (Bill No. 15-4) of the Code of Public Local Laws, Appendix MM (Bill No. 15-5) of the Code of Public Local Laws, a Resolution adopted by the Board of County Commissioners of Worcester County (the "Board") on June 2, 2015, as supplemented by a Supplemental Resolution adopted by the Board on June 16, 2015, the County, on June 30, 2015, issued its County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A in the aggregate principal amount of \$12,015,000 (the "2015 A Bonds").

(4) The Board has determined to authorize the County to borrow \$11,115,000 by the issuance of bonds, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2015 A Bonds.

(b) The Board, acting pursuant to the Act and the Refunding Act, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2015 A Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2015 A Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) The 2014 Taxable Bonds are outstanding in the approximate aggregate principal amount of \$8,550,000. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2015 A Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding the then-outstanding 2015 A Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance the cost of refunding the then-outstanding 2015 A Bonds is a proper public purpose financed by the issuance of the Bonds pursuant to the Act and the Refunding Act.

(c) Authorizes the County to borrow up to \$11,115,000 by issuance of bonds.

(d) Provides that the proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2015 A Bonds.

(e) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.

(f) Provides that prior to the issuance and sale of any of the Bonds, the County shall adopt one or more



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resolutions in accordance with Section 19-504 of the Act, which resolution shall describe the amount, purpose, and form of the bonds and other matters relating to the issuance of the bonds.

- (g) Provides that the bonds shall constitute a pledge of the full faith and credit of the county.
- (h) Provides the bonds may be sold either at private sale or at public sale as determined by the County Commissioners.
- (i) Provides the bonds and shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.
- (j) Provides the County may enter into agreements to enhance the marketability of the bonds.
- (k) Provides the signature of any officer whose signature appears on any Bond is still valid even if that officer ceases to be such officer before delivery.
- (l) Provides that upon deliver of the bonds to the purchaser, payment shall be made to the Finance Officer of the County
- (m) Authorizes the issuance of interim certificates or temporary bonds
- (n) Provides that the authorities set forth in this law are supplemental to existing authorities.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) Provides severability provisions.

**A Public Hearing  
will be held on Bill 22-3  
Tuesday, April 5, 2022  
at 10:30 A.M.**

in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street  
Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS

**APPROVED**

WSY 2/15/22

TEL: 410-632-0686  
FAX: 410-632-3003



OFFICE OF THE TREASURER

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JESSICA R. WILSON, CPA  
ASSISTANT FINANCE OFFICER

**TO: Weston S. Young, Chief Administrative Officer**  
**FROM: Phillip G. Thompson, Finance Officer** *PGT*  
**DATE: February 7, 2022**  
**SUBJECT: Proposed Refunding Bills for 2022 Bond**

As you are aware, we continue to work with our financial advisors, Davenport and Company, LLC, to determine whether current market conditions warrant the refunding of existing outstanding debt. In our recent reviews we have identified the following three issues which would currently yield notable savings:

- Correctional Officers Retirement System Pension Contribution Refunding Bonds 2013 Series (Taxable)
- Consolidated Public Improvement Bonds 2014 Series
- Consolidated Public Improvement Bonds 2015 Series

I have attached the applicable draft Refunding Public Local Laws for your review and consideration. In the event market conditions change prior to issuance of the 2022 Bond we maintain the ability to remove any of these items from the transaction.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-\_\_

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$4,870,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CORRECTIONAL OFFICERS RETIREMENT SYSTEM PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE), INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable).

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix VV to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “VV”

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CORRECTIONAL OFFICERS RETIREMENT SYSTEM PENSION CONTRIBUTION REFUNDING BONDS, 2013 SERIES (TAXABLE)

**§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable).**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.



(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(3) Pursuant to the Act, the Refunding Act, Appendix HH (Bill No. 12-5) of the Code of Public Local Laws of Worcester County, Maryland, a Resolution adopted by the Board of County Commissioners of Worcester County (the "Board") on January 2, 2013, as supplemented by a Supplemental Resolution adopted by the Board on January 15, 2013, the County, on January 31, 2013, issued its County Commissioners of Worcester County, Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (Taxable) in the aggregate principal amount of \$4,595,000 (the "2013 Taxable Bonds").

(4) The Board has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$4,870,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the "Bonds") pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds, including payment of related costs and costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law. References in this Local Law to "finance" shall be construed to mean "finance, refinance and/or reimburse," and references in this Local Law to "financing" shall be construed to mean "financing, refinancing and/or reimbursing."

(b) The Board, acting pursuant to the Act and the Refunding Act, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2013 Taxable Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2013 Taxable Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) As of the date of introduction of this Local Law, the 2013 Taxable Bonds are outstanding in the approximate aggregate principal amount of \$4,868,500. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2013 Taxable Bonds, rounded up to the nearest \$5,000, in order to provide funds (together with other available funds, if applicable) sufficient to refund in whole or in part the then-outstanding 2013 Taxable Bonds, including the payment of related costs and of costs of issuance of the Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

- (4) Use of the proceeds of the Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds is a proper public purpose that may be financed by the issuance of the Bonds pursuant to the Act and the Refunding Act. All references in this Local Law to the use of proceeds of the Bonds to refund in whole or in part the then-outstanding 2013 Taxable Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded 2013 Taxable Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded 2013 Taxable Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$4,870,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$4,870,000, subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2013 Taxable Bonds, including payment of related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (f) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the public purpose for which the proceeds of the Bonds are to be spent, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, including the purpose or purposes of the Refunding Act to be achieved by the issuance of the Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking

fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law.

- (g) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (h) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (i) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (j) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds, in order to provide for the escrowing of proceeds of the Bonds, and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (k) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (l) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County and/or such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (m) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are



available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.

- (n) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

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.

[CONTINUED ON FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
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

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-\_\_

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$33,590,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix WW to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “WW”

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES

**§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(3) Pursuant to the Act, the Refunding Act, Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section PW-5-204 of the Code of Public Local Laws of Worcester County, Maryland, Appendix II (Bill No. 13-4) of the Code of Public Local Laws of Worcester County, Maryland, a Resolution adopted by the Board of County Commissioners of Worcester County (the “Board”) on March 4, 2014, as supplemented by Supplemental Resolutions adopted by the Board on March 11, 2014 and March 18, 2014, the County, on April 3, 2014, issued its County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series in the aggregate principal amount of \$48,300,000 (the “2014 Bonds”).

(4) The Board has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$33,590,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2014 Bonds, including payment of related costs and costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law. References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing.”

(b) The Board, acting pursuant to the Act, the Refunding Act and any other applicable law, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2014 Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2014 Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) As of the date of introduction of this Local Law, the 2014 Bonds are outstanding in the approximate aggregate principal amount of \$25,835,000. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2014 Bonds, rounded up to the nearest \$5,000, in order to provide funds (together with other available funds, if applicable) sufficient to refund in whole or in part the then-outstanding 2014 Bonds, including the payment of related costs and of costs of issuance of the Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding in whole or in part the then-outstanding 2014 Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding 2014 Bonds is a proper public purpose that may be financed by the issuance of the Bonds pursuant to the Act and the Refunding Act. All references in this Local Law to the use of proceeds of the Bonds to refund in whole or in part the then-outstanding 2014 Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded 2014 Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded 2014 Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence.

- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$33,590,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$33,590,000, subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2014 Bonds, including payment of related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (f) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the public purpose for which the proceeds of the Bonds are to be spent, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, including the purpose or purposes of the Refunding Act to be achieved by the issuance of the Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for

the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law.

- (g) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (h) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (i) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (j) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds, in order to provide for the escrowing of proceeds of the Bonds, and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (k) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (l) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County and/or such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.

- (m) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (n) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

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.

[CONTINUED ON FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
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



## COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-\_\_

## A BILL ENTITLED

## AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$11,115,000, TO PROVIDE FINANCING TO REFUND IN WHOLE OR IN PART THE THEN-OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH REFUNDING BONDS.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of its general obligation refunding bonds in order to refund in whole or in part the then-outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix XX to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

## APPENDIX "XX"

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN-  
OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND  
CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A

**§ 1. Financing a portion of the cost of refunding in whole or in part the then-outstanding  
County Commissioners of Worcester County, Maryland Consolidated Public Improvement  
Bonds, 2015 Series A.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(3) Pursuant to the Act, the Refunding Act, Section 11-401 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, Section PW-5-204 of the Code of Public Local Laws of Worcester County, Maryland (the “Code of Public Local Laws”), Appendix KK (Bill No. 15-3) of the Code of Public Local Laws, Appendix LL (Bill No. 15-4) of the Code of Public Local Laws, Appendix MM (Bill No. 15-5) of the Code of Public Local Laws, a Resolution adopted by the Board of County Commissioners of Worcester County (the “Board”) on June 2, 2015, as supplemented by a Supplemental Resolution adopted by the Board on June 16, 2015, the County, on June 30, 2015, issued its County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series A in the aggregate principal amount of \$12,015,000 (the “2015 A Bonds”).

(4) The Board has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$11,115,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Bonds to finance the cost of refunding in whole or in part the then-outstanding 2015 A Bonds, including payment of related costs and costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law. References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing.”

(b) The Board, acting pursuant to the Act, the Refunding Act and any other applicable law, hereby determines and declares that:

(1) The Board recognizes that between now and the date of final maturity of the 2015 A Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding 2015 A Bonds and to thereby achieve one or more purposes of the Refunding Act.

(2) As of the date of introduction of this Local Law, the 2015 A Bonds are outstanding in the approximate aggregate principal amount of \$8,550,000. The Board has determined to authorize the issuance of the Bonds in an aggregate principal amount not exceeding 130% of the currently outstanding aggregate principal amount of the 2015 A Bonds, in order to provide funds (together with other available funds, if applicable) sufficient to refund in whole or in part the then-outstanding 2015 A Bonds, including the payment of related costs and of costs of issuance of the Bonds.

(3) The funds proposed to be borrowed to finance the cost of refunding in whole or in part the then-outstanding 2015 A Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding 2015 A Bonds is a proper public purpose that may be financed by the issuance of the Bonds pursuant to the Act and the Refunding Act. All references in this Local Law to the use of proceeds of the Bonds to refund in whole or in part the then-outstanding 2015 A Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded 2015 A Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded 2015 A Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence.

- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$11,115,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$11,115,000, subject to the provisions and conditions of this Local Law.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding 2015 A Bonds, including payment of related costs and costs of the issuance of the Bonds. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (f) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the public purpose for which the proceeds of the Bonds are to be spent, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, including the purpose or purposes of the Refunding Act to be achieved by the issuance of the Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles

of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law.

- (g) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (h) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (i) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (j) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds, in order to provide for the escrowing of proceeds of the Bonds, and for the purpose of securing any tender option that may be granted to holders of the Bonds.
- (k) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.

- (l) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County and/or such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds.
- (m) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (n) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (o) The County shall seek funds for repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (p) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

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.

[CONTINUED ON FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
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



Worcester County Administration

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

March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Public Hearing Worcester County Public Works Ocean Pines Wastewater Treatment Plant

.....  
 Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022. Thank you.

**NOTICE OF PROPOSED PUBLIC WORKS PROJECT  
 OCEAN PINES WASTEWATER TREATMENT PLANT BELT FILTER PRESS  
 FIFTH AND SIXTH TAX DISTRICT  
 WORCESTER COUNTY, MARYLAND**

In accordance with the provisions of Section PW 5-307(b) of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners will hold a public hearing regarding the estimated cost of construction for the Ocean Pines Wastewater Treatment Plant Belt Filter Press project in the Ocean Pines Sanitary Service Area (the Project). The existing belt press at the Ocean Pines Wastewater Treatment Plant was installed in 1996. Despite several major repairs, it is no longer reliable. Newer technologies are available, and this project needs to be completed as an important part of ongoing, long term upgrades to the 50-year old Ocean Pines Water and Wastewater Systems. Total estimated Project cost is \$4.6 million and will be funded by Worcester County Bond. The loan will be funded by a quarterly assessment of approximately \$7.51 per equivalent dwelling unit (EDU) for all customers in the Ocean Pines Sanitary Service Area. For additional information, please contact Director of Public Works Dallas Baker at 410-632-5623. The County Commissioners will hold a

**PUBLIC HEARING**

on

**Tuesday, April 5, 2022**

**at 10:35 A.M.**

in the

County Commissioners Meeting Room  
 Room 1101 - Government Center  
 One West Market Street Snow  
 Hill, Maryland 21863

Preliminary engineering specifications and projections which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Worcester County Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863 Monday through Friday from 7:30 A.M. to 4:00 P.M. (except holidays), at (410) 632-5623 as well as at [www.co.worcester.md.us](http://www.co.worcester.md.us)



**APPROVED**

WSY 2/15/22



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

## MEMORANDUM

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**TO:** Weston Young, Chief Administrative Officer  
 Joe Parker, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director *Dallas Baker, Jr.*  
**DATE:** February 10, 2022  
**SUBJECT:** Ocean Pines Bond Projects

### 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

Public Works is requesting the Ocean Pines Waste Water Treatment Plant Belt Filter Press project be advertised for a public hearing in order to include the project in the upcoming bond. The preliminary engineering study estimates the cost of the project at \$4.6 Million dollars including design and construction administration. The estimated impact to sewer debt service (EDUs) will increase the rate by \$7.51 per EDU per quarter. A draft public notice is attached.

The belt press at the Ocean Pines WWTP has been in continuous service since 1996. Due to its age, repairs and parts replacement have become more frequent. In 2016, a one of the high-pressure rollers had to be rebuilt and the press was out of service for 7 months. This led to a difficult solids handling situation at the plant as we relied on drying beds for those 10 months, drying beds that were designed to handle solids from the plant in the 1980s. This was not sufficient and led to years of solids overloading. A similar situation today would take even longer to remedy and recover from. The lesson learned was the plant cannot be without reliable solids removal and dewatering. Parts are still available for the press itself, but at some point this model will no longer be supported by the manufacturer, as they no longer produce sludge dewatering equipment. The press conveyor is also the same age and was manufactured by a company that no longer exists. In March of last year, a roller for the conveyor had to be fabricated by a machine shop, and this will be the case for any future repairs to the conveyor, without which the truck cannot be loaded, making the press useless.

In addition to the age of the equipment, new technologies provide much more efficient dewatering which will be needed as plant flow increases. An almost 30-year-old piece of equipment and technology will not meet the needs of the plant in the future.

cc: Phil Thompson  
 Candace Savage  
 Chris Clasing  
 Gary Serman



Worcester County Government

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

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

February 9, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
SUBJECT: Worcester County Public Hearing Notice of Proposed Change in Zoning

.....  
Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 3, 2022 and March 10, 2022. Thank you.

**NOTICE  
OF**

**PROPOSED PUBLIC WORKS PROJECT  
OCEAN PINES WASTEWATER TREATMENT PLANT BELT FILTER PRESS**

**FIFTH AND SIXTH TAX DISTRICT  
WORCESTER COUNTY, MARYLAND**

In accordance with the provisions of Section PW 5-307(b) of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners will hold a public hearing regarding the estimated cost of construction for the Ocean Pines Wastewater Treatment Plant Belt Filter Press project in the Ocean Pines Sanitary Service Area (the Project). The existing belt press at the Ocean Pines Wastewater Treatment Plant was installed in 1996. Despite several major repairs, it is no longer reliable. Newer technologies are available, and this project needs to be completed as an important part of ongoing, long term upgrades to the 50-year old Ocean Pines Water and Wastewater Systems. Total estimated Project cost is \$4.6 million and will be funded by Worcester County Bond. The loan will be funded by a quarterly assessment of approximately \$7.51 per equivalent dwelling unit (EDU) for all customers in the Ocean Pines Sanitary Service Area. For additional information, please contact Director of Public Works Dallas Baker at 410-632-5623. The County Commissioners will hold a

**PUBLIC HEARING**

**on**

**Tuesday, March 15, 2022**

**at 10:45 A.M.**

**in the**

**County Commissioners Meeting Room**

**Room 1101 - Government Center**

**One West Market Street**

**Snow Hill, Maryland 21863**

Preliminary engineering specifications and projections which will be entered into record at the public hearing, are on file and available to view electronically by contacting the

Worcester County Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863 Monday through Friday from 7:30 A.M. to 4:00 P.M. (except holidays), at (410) 632-5623 as well as at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS



Worcester County Government

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

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

March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Notice of Introduction Bill 22-4, Roof Replacement for Snow Hill Middle School and Cedar Chapel School

.....  
 Please print the attached Notice of Introduction of Bill 22-4 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022.  
 Thank you.

**Notice of Introduction of Bill 22-4  
 Worcester County Commissioners**

Take Notice that Bill 22-4 entitled TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$2,004,000, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF REPLACING THE ROOFS AT SNOW HILL MIDDLE SCHOOL AND CEDAR CHAPEL SPECIAL SCHOOL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$2,610,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE was introduced by Commissioners Bertino, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 15<sup>th</sup>, 2022.

A fair summary of the bill is as follows:

APPENDIX "UU"

**BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
 REPLACING THE ROOFS AT SNOW HILL MIDDLE SCHOOL AND  
 CEDAR CHAPEL SPECIAL SCHOOL, AND  
 BOND AUTHORIZATION FOR REFUNDING BONDS**

§ 1. Financing a portion of the cost of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.



Worcester County Government

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(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the "Board") on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School.

(3) The Board has determined to borrow money in an aggregate principal amount of \$2,004,000 and to apply the proceeds of the Bonds to finance costs of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board has determined to authorize the County to borrow money in an aggregate principal amount of \$2,610,000 in refunding bonds (the "Refunding Bonds") pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds.

(6) References in this Local Law to "finance" shall be construed to mean "finance, refinance and/or reimburse," as applicable, and references in this Local Law to "financing" shall be construed to mean "financing, refinancing and/or reimbursing," as applicable.

(b) The Board, acting pursuant to the Act and the Refunding Act, hereby determines and declares that:

(1) There is a public need for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School.

(2) The estimated cost for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School, including activities and related work not funded from proceeds of the Bonds, is approximately \$3,929,000.

(3) The funds proposed to be borrowed for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.

(5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized



Worcester County Government

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to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.

(6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.

(c) Authorizes the County to borrow up to \$2,004,000 by issuance of bonds.

(d) Provides that the proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021.

(e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$2,004,000 without the adoption of any other local law or other action by the legislative body of the County.

(f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow up to \$2,610,000 in Bonds and by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$2,610,000.

(g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds.

(h) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.

(i) Provides that prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act.

(j) Provides that the bonds shall constitute a pledge of the full faith and credit of the county.

(k) Provides the bonds may be sold in one or more series and either at private sale or at public sale as determined by the County Commissioners.

(l) Provides the bonds and shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.

(m) Provides the County may enter into agreements to enhance the marketability of the bonds.

(n) Provides the signature of any officer whose signature appears on any Bond is still valid even if that officer ceases to be such officer before delivery.





Worcester County Government

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- (o) Provides that upon deliver of the bonds to the purchaser, payment shall be made to the Finance Officer of the County
- (p) Authorizes the issuance of interim certificates or temporary bonds
- (q) Provides that the authorities set forth in this law are supplemental to existing authorities.
- (r) The County shall seek funds for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School or of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) Provides severability provisions.

**A Public Hearing  
will be held on Bill 22-4  
Tuesday, April 5, 2022  
at 10:40 A.M.**

in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street  
Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS

# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### Working Group

Role	Entity	Abbreviation
Issuer	Worcester County, MD	Cty
Financial Advisor	Davenport & Company LLC	Dav
Bond Counsel	Funk & Bolton	FB

Date	Task	Responsibility
Wednesday, March 30	County sends POS information to Davenport	Cty
Tuesday, April 5	Public Hearing and Adoption of Public Local Laws (Excluding Sports Complex)	Cty, FB
Wednesday, April 6	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Tuesday, April 19	Public Hearing and Adoption of Public Local Law (Sports Complex)	Cty, FB
Wednesday, April 20	Follow-up Planning Meeting for Rating Visits/Tour	Cty, Dav
Monday, April 25	Comments on draft POS due to Davenport	All
	Comments on draft Credit Presentation due to County	All
Monday, May 2	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Monday, May 16	Comments on draft POS due to Davenport	All
	Comments on draft Credit Presentation due to County	All
Friday, May 20	Effective Date of Public Local Laws (Excluding Sports Complex)	Cty, FB
Monday, May 23	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Wednesday, June 1	Meeting to Walk-Through Credit Presentation	Cty, Dav
Friday, June 3	Effective Date of Public Local Laws (Sports Complex)	Cty, FB
	Introduction and Passage of Bond Resolution	Cty, FB
Tuesday, June 7	Comments on POS due to Davenport	All
	Final comments on credit presentation due County	All

# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Date	Task	Responsibility
Wednesday, June 8	Distribute POS and Credit Presentation to rating agencies and working group	Dav
Monday, June 13 – Wednesday, June 15	Rating Agency Visits to Worcester County	Cty, Dav
Wednesday, June 22	Publish first ad in local paper	Cty, FB
Friday, June 24	Release of Ratings	Cty, Dav
Monday, June 27	Final Comments on POS due to Davenport	All
Tuesday, June 28	Signoff on POS Post POS and Apply for CUSIPs	All Dav
Wednesday, June 29	Publish second ad in local paper	Cty, FB
Tuesday, July 12	Bond Sale in Snow Hill	All
Wednesday, July 13	Davenport distributes draft OS for comment	Dav
Monday, July 18	Signoff on bond documents and OS	All
Tuesday, July 19	Delivery of OS to underwriter	Dav
Monday, July 25	Pre-Closing	All
Tuesday, July 26	Closing	All




**APPROVED**

WSY 2/15/22

TEL: 410-632-0686  
FAX: 410-632-3003

OFFICE OF THE TREASURER

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JESSICA R. WILSON, CPA  
ASSISTANT FINANCE OFFICER

**TO: Weston S. Young, Chief Administrative Officer**  
**FROM: Phillip G. Thompson, Finance Officer**  
**DATE: February 7, 2022**  
**SUBJECT: Proposed Bond Bills and Official Intent Resolution**

As you are aware, there are numerous projects in the Capital Improvement Plan (CIP) that are scheduled to be completed in the near term and we are proposing to finance through General Obligation Bonds. These projects include the following:

- Stephen Decatur Middle School – Addition - \$10,024,184
- Roof Replacement, Snow Hill Middle School and Cedar Chapel School - \$2,004,000
- Sports Complex - \$11,198,830
- Public Safety Logistical Storage Facility - \$3,050,000
- Jail Improvements, Phase 2 - \$10,955,670
- Water and Wastewater Project in the Ocean Pines Service Area - \$3,550,000

Also attached is the financing schedule provided by our Financial Advisor, Joe Mason with Davenport and Company, LLC, which proposed introduction of the bond bills on February 15, 2022 on the first five projects with a public hearing at your next Legislative Session on Tuesday March 15, 2022. Included with each of the draft bond bills, I have attached an excerpt from the CIP which provides further detail for each project. The 6<sup>th</sup> project on the list, water and wastewater improvements in the Ocean Pines Service Area, does not require a bond bill, but will require a hearing to explain the projects estimated cost and to solicit public comments as to whether the project should be constructed.

In addition to the bond bills on the first five projects, our Bond Counsel, Lindsey Rader with Funk and Bolton, has advised that we should adopt an "Official Intent Resolution" which will enable us to use the bond proceeds to reimburse expenses incurred for each of these projects prior to the issuance of the bonds. I have therefore attached the draft Official Intent Resolution for your review and approval.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-\_\_

-----  
BY: Commissioners Bertino, \_\_\_\_\_, Church, Elder, Mitrecic, Nordstrom and Purnell  
INTRODUCED: February 15, 2022  
-----

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$2,004,000, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF REPLACING THE ROOFS AT SNOW HILL MIDDLE SCHOOL AND CEDAR CHAPEL SPECIAL SCHOOL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$2,610,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix UU to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "UU"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
REPLACING THE ROOFS AT SNOW HILL MIDDLE SCHOOL AND  
CEDAR CHAPEL SPECIAL SCHOOL, AND  
BOND AUTHORIZATION FOR REFUNDING BONDS

- § 1. **Financing a portion of the cost of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**

**(a) Recitals**

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School.

(3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$2,004,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the “Bonds”) pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School, including (without limitation) payment of related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$2,610,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds, all subject to the terms and conditions of this Local Law.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

(b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:

- (1) There is a public need for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School.
  - (2) The estimated cost for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School, including activities and related work not funded from proceeds of the Bonds, is approximately \$3,929,000.
  - (3) The funds proposed to be borrowed for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.
  - (4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.
  - (5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.
  - (6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$2,004,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$2,004,000, subject to the provisions and conditions of this Local Law. No series of the Bonds authorized by this Local Law shall be issued more than four years after the date this Local Law becomes effective.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021, including payment of related costs and costs of the issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include

provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$2,004,000 without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words “bonds” and “Bonds”, as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.

- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$2,610,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$2,610,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Refunding Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall not be construed to refer to refunding any bond anticipation notes referenced in Paragraph (d) above. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Refunding Bonds to the purposes described in the preceding sentence. The words “bonds” and “Bonds” as used in this Local Law shall include the Refunding Bonds, unless the context clearly requires a contrary meaning; provided that, the limitation provided for in Paragraph (c) above as to the latest date by which any Bonds shall be issued shall not apply to the issuance of any Refunding Bonds, which may be issued at any time as long as any of the Bonds are then-outstanding.
- (h) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (i) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, or, with respect to any Refunding Bonds, the Bonds authorized to be refunded in whole or in part from proceeds of such Refunding Bonds, (ii) the statement of the public purpose or purposes for which the proceeds of

the Bonds are to be expended, and, with respect to any Refunding Bonds, the purpose or purposes of the Refunding Act to be achieved by the issuance of such Refunding Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law.

- (j) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (k) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (l) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (m) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds. With respect to the issuance of any Refunding Bonds, the County may enter into agreements in order to provide for the escrowing of proceeds of such Refunding Bonds.

- (n) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (o) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds. Proceeds of any Refunding Bonds may be paid to such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of such Refunding Bonds.
- (p) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (q) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (r) The County shall seek funds for replacing the roofs at Snow Hill Middle School and Cedar Chapel Special School or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

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.

[CONTINUED ON FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
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





Worcester County Government

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

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

March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Notice of Introduction Bill 22-5, Addition to Stephen Decatur Middle School

.....  
 Please print the attached Notice of Introduction of Bill 22-5 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022.  
 Thank you.

**Notice of Introduction of Bill 22-5  
 Worcester County Commissioners**

Take Notice that Bill 22-5 entitled TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,024,184, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR AN ADDITION TO STEPHEN DECATUR MIDDLE SCHOOL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$13,035,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE was introduced by Commissioners Bertino, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 15<sup>th</sup>, 2022.

A fair summary of the bill is as follows:

APPENDIX "TT"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
 ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND  
 UNDERTAKING SITE WORK FOR AN ADDITION TO  
 STEPHEN DECATUR MIDDLE SCHOOL, AND  
 BOND AUTHORIZATION FOR REFUNDING BONDS

- § 1. **Financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**



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(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School.

(3) The Board has determined to borrow money up to \$10,024,184 in bonds pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded.

(5) The Board has determined to authorize the County to borrow money in an aggregate principal amount of \$13,035,000 in refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

(b) The Board, acting pursuant to the Act and the Refunding Act, hereby determines and declares that:

(1) There is a public need for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School.

(2) The estimated cost for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, including activities not funded from proceeds of the Bonds, is approximately \$15,252,239.

(3) The funds proposed to be borrowed for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur



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Middle School is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.

(5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.

(6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.

(c) Authorizes the County to borrow up to \$13,035,000 by issuance of bonds.

(d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021.

(e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$10,024,184 without the adoption of any other local law or other action by the legislative body of the County.

(f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow up to \$13,035,000 in Bonds and by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$13,035,000.

(g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds.

(h) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.

(i) Provides that prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act.

(j) Provides that the bonds shall constitute a pledge of the full faith and credit of the county.

(k) Provides the bonds may be sold in one or more series and either at private sale or at public sale as determined by the County Commissioners.

(l) Provides the bonds and shall be exempt from certain provisions of Sections 19-205 and 19-206 of the



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Local Government Article of the Annotated Code of Maryland.

- (m) Provides the County may enter into agreements to enhance the marketability of the bonds.
- (n) Provides the signature of any officer whose signature appears on any Bond is still valid even if that officer ceases to be such officer before delivery.
- (o) Provides that upon deliver of the bonds to the purchaser, payment shall be made to the Finance Officer of the County
- (p) Authorizes the issuance of interim certificates or temporary bonds
- (q) Provides that the authorities set forth in this law are supplemental to existing authorities.
- (r) The County shall seek funds for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) Provides severability provisions.

**A Public Hearing  
will be held on Bill 22-5  
Tuesday, April 5, 2022  
at 10:40 A.M.**

in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street  
Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS

# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
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26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Date	Task	Responsibility
Wednesday, June 8	Distribute POS and Credit Presentation to rating agencies and working group	Dav
Monday, June 13 – Wednesday, June 15	Rating Agency Visits to Worcester County	Cty, Dav
Wednesday, June 22	Publish first ad in local paper	Cty, FB
Friday, June 24	Release of Ratings	Cty, Dav
Monday, June 27	Final Comments on POS due to Davenport	All
Tuesday, June 28	Signoff on POS Post POS and Apply for CUSIPs	All Dav
Wednesday, June 29	Publish second ad in local paper	Cty, FB
Tuesday, July 12	Bond Sale in Snow Hill	All
Wednesday, July 13	Davenport distributes draft OS for comment	Dav
Monday, July 18	Signoff on bond documents and OS	All
Tuesday, July 19	Delivery of OS to underwriter	Dav
Monday, July 25	Pre-Closing	All
Tuesday, July 26	Closing	All



# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
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May 2022

Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### Working Group

Role	Entity	Abbreviation
Issuer	Worcester County, MD	Cty
Financial Advisor	Davenport & Company LLC	Dav
Bond Counsel	Funk & Bolton	FB

Date	Task	Responsibility
Wednesday, March 30	County sends POS information to Davenport	Cty
Tuesday, April 5	Public Hearing and Adoption of Public Local Laws (Excluding Sports Complex)	Cty, FB
Wednesday, April 6	Davenport to distribute draft POS for comment County to distribute draft Credit Presentation for comment	Dav Cty
Tuesday, April 19	Public Hearing and Adoption of Public Local Law (Sports Complex)	Cty, FB
Wednesday, April 20	Follow-up Planning Meeting for Rating Visits/Tour	Cty, Dav
Monday, April 25	Comments on draft POS due to Davenport Comments on draft Credit Presentation due to County	All All
Monday, May 2	Davenport to distribute draft POS for comment County to distribute draft Credit Presentation for comment	Dav Cty
Monday, May 16	Comments on draft POS due to Davenport Comments on draft Credit Presentation due to County	All All
Friday, May 20	Effective Date of Public Local Laws (Excluding Sports Complex)	Cty, FB
Monday, May 23	Davenport to distribute draft POS for comment County to distribute draft Credit Presentation for comment	Dav Cty
Wednesday, June 1	Meeting to Walk-Through Credit Presentation	Cty, Dav
Friday, June 3	Effective Date of Public Local Laws (Sports Complex)	Cty, FB
Tuesday, June 7	Introduction and Passage of Bond Resolution Comments on POS due to Davenport Final comments on credit presentation due County	Cty, FB All All

**APPROVED**

WSY 2/15/22



OFFICE OF THE TREASURER

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686  
FAX: 410-632-3003PHILLIP G. THOMPSON, CPA  
FINANCE OFFICERJESSICA R. WILSON, CPA  
ASSISTANT FINANCE OFFICER

**TO: Weston S. Young, Chief Administrative Officer**  
**FROM: Phillip G. Thompson, Finance Officer**  
**DATE: February 7, 2022**  
**SUBJECT: Proposed Bond Bills and Official Intent Resolution**

As you are aware, there are numerous projects in the Capital Improvement Plan (CIP) that are scheduled to be completed in the near term and we are proposing to finance through General Obligation Bonds. These projects include the following:

- Stephen Decatur Middle School – Addition - \$10,024,184
- Roof Replacement, Snow Hill Middle School and Cedar Chapel School - \$2,004,000
- Sports Complex - \$11,198,830
- Public Safety Logistical Storage Facility - \$3,050,000
- Jail Improvements, Phase 2 - \$10,955,670
- Water and Wastewater Project in the Ocean Pines Service Area - \$3,550,000

Also attached is the financing schedule provided by our Financial Advisor, Joe Mason with Davenport and Company, LLC, which proposed introduction of the bond bills on February 15, 2022 on the first five projects with a public hearing at your next Legislative Session on Tuesday March 15, 2022. Included with each of the draft bond bills, I have attached an excerpt from the CIP which provides further detail for each project. The 6<sup>th</sup> project on the list, water and wastewater improvements in the Ocean Pines Service Area, does not require a bond bill, but will require a hearing to explain the projects estimated cost and to solicit public comments as to whether the project should be constructed.

In addition to the bond bills on the first five projects, our Bond Counsel, Lindsey Rader with Funk and Bolton, has advised that we should adopt an "Official Intent Resolution" which will enable us to use the bond proceeds to reimburse expenses incurred for each of these projects prior to the issuance of the bonds. I have therefore attached the draft Official Intent Resolution for your review and approval.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-\_\_

-----  
BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell  
INTRODUCED: February 15, 2022  
-----

A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,024,184, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR AN ADDITION TO STEPHEN DECATUR MIDDLE SCHOOL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$13,035,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix TT to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "TT"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND  
UNDERTAKING SITE WORK FOR AN ADDITION TO  
STEPHEN DECATUR MIDDLE SCHOOL, AND  
BOND AUTHORIZATION FOR REFUNDING BONDS

- § 1. **Financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**



## (a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School.

(3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$10,024,184 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the “Bonds”) pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, including (without limitation) payment of related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$13,035,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds, all subject to the terms and conditions of this Local Law.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

- (b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:

- (1) There is a public need for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School.
  - (2) The estimated cost for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School, including activities not funded from proceeds of the Bonds, is approximately \$15,252,239.
  - (3) The funds proposed to be borrowed for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.
  - (4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.
  - (5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.
  - (6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$10,024,184 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$10,024,184, subject to the provisions and conditions of this Local Law. No series of the Bonds authorized by this Local Law shall be issued more than four years after the date this Local Law becomes effective.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021, including payment of related costs and costs of the issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.

- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$10,024,184 without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words “bonds” and “Bonds”, as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.
- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$13,035,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$13,035,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Refunding Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall not be construed to refer to refunding any bond anticipation notes referenced in Paragraph (d) above. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Refunding Bonds to the purposes described in the preceding sentence. The words “bonds” and “Bonds” as used in this Local Law shall include the Refunding Bonds, unless the context clearly requires a contrary meaning; provided that, the limitation provided for in Paragraph (c) above as to the latest date by which any Bonds shall be issued shall not apply to the issuance of any Refunding Bonds, which may be issued at any time as long as any of the Bonds are then-outstanding.
- (h) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (i) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such

Bonds allocated to each project specified in such resolution or resolutions, or, with respect to any Refunding Bonds, the Bonds authorized to be refunded in whole or in part from proceeds of such Refunding Bonds, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, and, with respect to any Refunding Bonds, the purpose or purposes of the Refunding Act to be achieved by the issuance of such Refunding Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law.

- (j) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (k) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (l) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (m) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds. With respect to the

issuance of any Refunding Bonds, the County may enter into agreements in order to provide for the escrowing of proceeds of such Refunding Bonds.

- (n) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (o) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds. Proceeds of any Refunding Bonds may be paid to such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of such Refunding Bonds.
- (p) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (q) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (r) The County shall seek funds for engineering, designing, constructing, equipping, furnishing and undertaking site work for an addition to Stephen Decatur Middle School or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

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.

[CONTINUED ON FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
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



Worcester County Government

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

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

March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Notice of Introduction Bill 22-6, Jail Improvements Phase 2

.....  
 Please print the attached Notice of Introduction of Bill 22-6 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022. Thank you.

**Notice of Introduction of Bill 22-6  
 Worcester County Commissioners**

Take Notice that Bill 22-6 entitled TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,955,670, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2 IMPROVEMENTS TO THE WORCESTER COUNTY JAIL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$14,245,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE. was introduced by Commissioners Bertino, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 15<sup>th</sup>, 2022.

A fair summary of the bill is as follows:

APPENDIX "QQ"

**BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
 ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING  
 OF PHASE 2 IMPROVEMENTS TO THE WORCESTER COUNTY JAIL,  
 AND BOND AUTHORIZATION FOR REFUNDING BONDS**

§ 1. **Financing a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Act"), County Commissioners of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.



Worcester County Government

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(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the "Board") on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail.

(3) The Board has determined to borrow money in an aggregate principal amount of not more than \$10,955,670 and to issue Bonds pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), the County may borrow money to refund its outstanding bonds.

(5) The Board, has determined to authorize the County to borrow up to \$14,245,000 and to issue Refunding Bonds pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds.

(6) References in this Local Law to "finance" shall be construed to mean "finance, refinance and/or reimburse," as applicable, and references in this Local Law to "financing" shall be construed to mean "financing, refinancing and/or reimbursing," as applicable.

(c) Authorizes the County to borrow up to \$10,955,670 by issuance of bonds.

(d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021.

(e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$10,955,670 without the adoption of any other local law or other action by the legislative body of the County.

(f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow up to \$14,245,000 in Bonds and by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$14,245,000.

(g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds.

(h) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.





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- (i) Provides that prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act.
- (j) Provides that the bonds shall constitute a pledge of the full faith and credit of the county.
- (k) Provides the bonds may be sold in one or more series and either at private sale or at public sale as determined by the County Commissioners.
- (l) Provides the bonds and shall be exempt from certain provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland.
- (m) Provides the County may enter into agreements to enhance the marketability of the bonds.
- (n) Provides the signature of any officer whose signature appears on any Bond is still valid even if that officer ceases to be such officer before delivery.
- (o) Provides that upon deliver of the bonds to the purchaser, payment shall be made to the Finance Officer of the County
- (p) Authorizes the issuance of interim certificates or temporary bonds
- (q) Provides that the authorities set forth in this law are supplemental to existing authorities.
- (r) The County shall seek funds for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) Provides severability provisions.

**A Public Hearing  
will be held on Bill 22-6  
Tuesday, April 5, 2022  
at 10:40 A.M.**

in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street  
Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS

# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### Working Group

Role	Entity	Abbreviation
Issuer	Worcester County, MD	Cty
Financial Advisor	Davenport & Company LLC	Dav
Bond Counsel	Funk & Bolton	FB

Date	Task	Responsibility
Wednesday, March 30	County sends POS information to Davenport	Cty
Tuesday, April 5	Public Hearing and Adoption of Public Local Laws (Excluding Sports Complex)	Cty, FB
Wednesday, April 6	Davenport to distribute draft POS for comment County to distribute draft Credit Presentation for comment	Dav Cty
Tuesday, April 19	Public Hearing and Adoption of Public Local Law (Sports Complex)	Cty, FB
Wednesday, April 20	Follow-up Planning Meeting for Rating Visits/Tour	Cty, Dav
Monday, April 25	Comments on draft POS due to Davenport Comments on draft Credit Presentation due to County	All All
Monday, May 2	Davenport to distribute draft POS for comment County to distribute draft Credit Presentation for comment	Dav Cty
Monday, May 16	Comments on draft POS due to Davenport Comments on draft Credit Presentation due to County	All All
Friday, May 20	Effective Date of Public Local Laws (Excluding Sports Complex)	Cty, FB
Monday, May 23	Davenport to distribute draft POS for comment County to distribute draft Credit Presentation for comment	Dav Cty
Wednesday, June 1	Meeting to Walk-Through Credit Presentation	Cty, Dav
Friday, June 3	Effective Date of Public Local Laws (Sports Complex)	Cty, FB
Tuesday, June 7	Introduction and Passage of Bond Resolution Comments on POS due to Davenport Final comments on credit presentation due County	Cty, FB All All

# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Date	Task	Responsibility
Wednesday, June 8	Distribute POS and Credit Presentation to rating agencies and working group	Dav
Monday, June 13 – Wednesday, June 15	Rating Agency Visits to Worcester County	Cty, Dav
Wednesday, June 22	Publish first ad in local paper	Cty, FB
Friday, June 24	Release of Ratings	Cty, Dav
Monday, June 27	Final Comments on POS due to Davenport	All
Tuesday, June 28	Signoff on POS Post POS and Apply for CUSIPs	All Dav
Wednesday, June 29	Publish second ad in local paper	Cty, FB
Tuesday, July 12	Bond Sale in Snow Hill	All
Wednesday, July 13	Davenport distributes draft OS for comment	Dav
Monday, July 18	Signoff on bond documents and OS	All
Tuesday, July 19	Delivery of OS to underwriter	Dav
Monday, July 25	Pre-Closing	All
Tuesday, July 26	Closing	All

**APPROVED**

WSY 2/15/22



OFFICE OF THE TREASURER

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686  
FAX: 410-632-3003PHILLIP G. THOMPSON, CPA  
FINANCE OFFICERJESSICA R. WILSON, CPA  
ASSISTANT FINANCE OFFICER

**TO: Weston S. Young, Chief Administrative Officer**  
**FROM: Phillip G. Thompson, Finance Officer**  
**DATE: February 7, 2022**  
**SUBJECT: Proposed Bond Bills and Official Intent Resolution**

As you are aware, there are numerous projects in the Capital Improvement Plan (CIP) that are scheduled to be completed in the near term and we are proposing to finance through General Obligation Bonds. These projects include the following:

- Stephen Decatur Middle School – Addition - \$10,024,184
- Roof Replacement, Snow Hill Middle School and Cedar Chapel School - \$2,004,000
- Sports Complex - \$11,198,830
- Public Safety Logistical Storage Facility - \$3,050,000
- Jail Improvements, Phase 2 - \$10,955,670
- Water and Wastewater Project in the Ocean Pines Service Area - \$3,550,000

Also attached is the financing schedule provided by our Financial Advisor, Joe Mason with Davenport and Company, LLC, which proposed introduction of the bond bills on February 15, 2022 on the first five projects with a public hearing at your next Legislative Session on Tuesday March 15, 2022. Included with each of the draft bond bills, I have attached an excerpt from the CIP which provides further detail for each project. The 6<sup>th</sup> project on the list, water and wastewater improvements in the Ocean Pines Service Area, does not require a bond bill, but will require a hearing to explain the projects estimated cost and to solicit public comments as to whether the project should be constructed.

In addition to the bond bills on the first five projects, our Bond Counsel, Lindsey Rader with Funk and Bolton, has advised that we should adopt an "Official Intent Resolution" which will enable us to use the bond proceeds to reimburse expenses incurred for each of these projects prior to the issuance of the bonds. I have therefore attached the draft Official Intent Resolution for your review and approval.

## COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-\_\_

-----  
BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell  
INTRODUCED: February 15, 2022  
-----

## A BILL ENTITLED

## AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,955,670, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2 IMPROVEMENTS TO THE WORCESTER COUNTY JAIL, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$14,245,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix QQ to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

## APPENDIX "QQ"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
ENGINEERING, DESIGNING, CONSTRUCTING AND EQUIPPING OF PHASE 2  
IMPROVEMENTS TO THE WORCESTER COUNTY JAIL, AND BOND AUTHORIZATION FOR  
REFUNDING BONDS

- § 1. Financing a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**



**(a) Recitals**

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail.

(3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$10,955,670 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the “Bonds”) pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, including (without limitation) payment of related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$14,245,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds, all subject to the terms and conditions of this Local Law.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

**(b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:**

- (1) There is a public need for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail.
  - (2) The estimated cost for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail, including activities not funded from proceeds of the Bonds, is approximately \$11,955,670.
  - (3) The funds proposed to be borrowed for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.
  - (4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.
  - (5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.
  - (6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$10,955,670 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$10,955,670, subject to the provisions and conditions of this Local Law. No series of the Bonds authorized by this Local Law shall be issued more than four years after the date this Local Law becomes effective.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021, including payment of related costs and costs of the issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.
- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in

this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$10,955,670 without the adoption of any other Public Local Law or other action by the legislative body of the County. Accordingly, the words “bonds” and “Bonds”, as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.

- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$14,245,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$14,245,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Refunding Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall not be construed to refer to refunding any bond anticipation notes referenced in Paragraph (d) above. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Refunding Bonds to the purposes described in the preceding sentence. The words “bonds” and “Bonds” as used in this Local Law shall include the Refunding Bonds, unless the context clearly requires a contrary meaning; provided that, the limitation provided for in Paragraph (c) above as to the latest date by which any Bonds shall be issued shall not apply to the issuance of any Refunding Bonds, which may be issued at any time as long as any of the Bonds are then-outstanding.
- (h) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (i) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such Bonds allocated to each project specified in such resolution or resolutions, or, with respect to any Refunding Bonds, the Bonds authorized to be refunded in whole or in part from proceeds of such



Refunding Bonds, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, and, with respect to any Refunding Bonds, the purpose or purposes of the Refunding Act to be achieved by the issuance of such Refunding Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law.

- (j) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (k) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (l) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (m) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds. With respect to the issuance of any Refunding Bonds, the County may enter into agreements in order to provide for the escrowing of proceeds of such Refunding Bonds.

- (n) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (o) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds. Proceeds of any Refunding Bonds may be paid to such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of such Refunding Bonds.
- (p) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (q) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (r) The County shall seek funds for engineering, designing, constructing and equipping of Phase 2 improvements to the Worcester County Jail or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

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.

[CONTINUED ON FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
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



Worcester County Government

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

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

March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
 SUBJECT: Notice of Introduction Bill 22-7, Public Safety Logistical Storage Facility

.....  
 Please print the attached Notice of Introduction of Bill 22-7 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022. Thank you.

**Notice of Introduction of Bill 22-7  
 Worcester County Commissioners**

Take Notice that Bill 22-7 entitled TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,050,000, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR THE NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,965,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE was introduced by Commissioners Bertino, Church, Elder, Mitrecic, Nordstrom, and Purnell on February 15<sup>th</sup>, 2022.

A fair summary of the bill is as follows:

APPENDIX "RR"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
 ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND  
 UNDERTAKING SITE WORK FOR THE  
 NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY,  
 AND BOND AUTHORIZATION FOR REFUNDING BONDS

**§ 1. Financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Act"), County Commissioners



Worcester County Government

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

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of Worcester County, Maryland (the "County") may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the "Board") on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility.

(3) The Board has determined to borrow up to \$3,050,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the "Bonds") pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the "Refunding Act"), the County may borrow money to refund its outstanding bonds.

(5) The Board has determined to authorize the County to borrow up to \$3,965,000 by the issuance of refunding bonds pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds.

(6) References in this Local Law to "finance" shall be construed to mean "finance, refinance and/or reimburse," as applicable, and references in this Local Law to "financing" shall be construed to mean "financing, refinancing and/or reimbursing," as applicable.

(b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:

(1) There is a public need for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility.

(2) The estimated cost for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, including activities not funded from proceeds of the Bonds, is approximately \$3,250,000.

(3) The funds proposed to be borrowed for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.

(4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.

(5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any



Worcester County Government

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

(410) 632-1194 | (410) 632-3131 (fax) | [admin@co.worcester.md.us](mailto:admin@co.worcester.md.us) | [www.co.worcester.md.us](http://www.co.worcester.md.us)

series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.

(6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.

- (c) Authorizes the County to borrow up to \$3,050,000 by issuance of bonds.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021.
- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$3,050,000 without the adoption of any other local law or other action by the legislative body of the County.
- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$3,965,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$3,965,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds.
- (h) Provides that the County shall levy annual property taxes sufficient to pay the principal and interest on the bonds due each year.
- (i) Provides that prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act.
- (j) Provides that the bonds shall constitute a pledge of the full faith and credit of the county.
- (k) Provides the bonds may be sold in one or more series and either at private sale or at public sale as determined by the County Commissioners.
- (l) Provides the bonds and shall be exempt from certain provisions of Sections 19-205 and 19-206 of the





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Local Government Article of the Annotated Code of Maryland.

- (m) Provides the County may enter into agreements to enhance the marketability of the bonds.
- (n) Provides the signature of any officer whose signature appears on any Bond is still valid even if that officer ceases to be such officer before delivery.
- (o) Provides that upon deliver of the bonds to the purchaser, payment shall be made to the Finance Officer of the County
- (p) Authorizes the issuance of interim certificates or temporary bonds
- (q) Provides that the authorities set forth in this law are supplemental to existing authorities.
- (r) The County shall seek funds for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) Provides severability provisions.

**A Public Hearing  
will be held on Bill 22-7  
Tuesday, April 5, 2022  
at 10:40 A.M.**

in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street  
Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us)

THE WORCESTER COUNTY COMMISSIONERS

# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
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July 2022

Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30
31						

### Working Group

Role	Entity	Abbreviation
Issuer	Worcester County, MD	Cty
Financial Advisor	Davenport & Company LLC	Dav
Bond Counsel	Funk & Bolton	FB

Date	Task	Responsibility
Wednesday, March 30	County sends POS information to Davenport	Cty
Tuesday, April 5	Public Hearing and Adoption of Public Local Laws (Excluding Sports Complex)	Cty, FB
Wednesday, April 6	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Tuesday, April 19	Public Hearing and Adoption of Public Local Law (Sports Complex)	Cty, FB
Wednesday, April 20	Follow-up Planning Meeting for Rating Visits/Tour	Cty, Dav
Monday, April 25	Comments on draft POS due to Davenport	All
	Comments on draft Credit Presentation due to County	All
Monday, May 2	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Monday, May 16	Comments on draft POS due to Davenport	All
	Comments on draft Credit Presentation due to County	All
Friday, May 20	Effective Date of Public Local Laws (Excluding Sports Complex)	Cty, FB
Monday, May 23	Davenport to distribute draft POS for comment	Dav
	County to distribute draft Credit Presentation for comment	Cty
Wednesday, June 1	Meeting to Walk-Through Credit Presentation	Cty, Dav
Friday, June 3	Effective Date of Public Local Laws (Sports Complex)	Cty, FB
	Introduction and Passage of Bond Resolution	Cty, FB
Tuesday, June 7	Comments on POS due to Davenport	All
	Final comments on credit presentation due County	All



# Worcester County, MD

## Series 2022 General Obligation Bonds

Financing Calendar

3/10/2022

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
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22	23	24	25	26	27	28
29	30	31				

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Date	Task	Responsibility
Wednesday, June 8	Distribute POS and Credit Presentation to rating agencies and working group	Dav
Monday, June 13 – Wednesday, June 15	Rating Agency Visits to Worcester County	Cty, Dav
Wednesday, June 22	Publish first ad in local paper	Cty, FB
Friday, June 24	Release of Ratings	Cty, Dav
Monday, June 27	Final Comments on POS due to Davenport	All
Tuesday, June 28	Signoff on POS Post POS and Apply for CUSIPs	All Dav
Wednesday, June 29	Publish second ad in local paper	Cty, FB
Tuesday, July 12	Bond Sale in Snow Hill	All
Wednesday, July 13	Davenport distributes draft OS for comment	Dav
Monday, July 18	Signoff on bond documents and OS	All
Tuesday, July 19	Delivery of OS to underwriter	Dav
Monday, July 25	Pre-Closing	All
Tuesday, July 26	Closing	All


**APPROVED**

WSY 2/15/22

 TEL: 410-632-0686  
 FAX: 410-632-3003

OFFICE OF THE TREASURER

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

 PHILLIP G. THOMPSON, CPA  
 FINANCE OFFICER

 JESSICA R. WILSON, CPA  
 ASSISTANT FINANCE OFFICER

**TO: Weston S. Young, Chief Administrative Officer**  
**FROM: Phillip G. Thompson, Finance Officer**  
**DATE: February 7, 2022**  
**SUBJECT: Proposed Bond Bills and Official Intent Resolution**

As you are aware, there are numerous projects in the Capital Improvement Plan (CIP) that are scheduled to be completed in the near term and we are proposing to finance through General Obligation Bonds. These projects include the following:

- Stephen Decatur Middle School – Addition - \$10,024,184
- Roof Replacement, Snow Hill Middle School and Cedar Chapel School - \$2,004,000
- Sports Complex - \$11,198,830
- Public Safety Logistical Storage Facility - \$3,050,000
- Jail Improvements, Phase 2 - \$10,955,670
- Water and Wastewater Project in the Ocean Pines Service Area - \$3,550,000

Also attached is the financing schedule provided by our Financial Advisor, Joe Mason with Davenport and Company, LLC, which proposed introduction of the bond bills on February 15, 2022 on the first five projects with a public hearing at your next Legislative Session on Tuesday March 15, 2022. Included with each of the draft bond bills, I have attached an excerpt from the CIP which provides further detail for each project. The 6<sup>th</sup> project on the list, water and wastewater improvements in the Ocean Pines Service Area, does not require a bond bill, but will require a hearing to explain the projects estimated cost and to solicit public comments as to whether the project should be constructed.

In addition to the bond bills on the first five projects, our Bond Counsel, Lindsey Rader with Funk and Bolton, has advised that we should adopt an "Official Intent Resolution" which will enable us to use the bond proceeds to reimburse expenses incurred for each of these projects prior to the issuance of the bonds. I have therefore attached the draft Official Intent Resolution for your review and approval.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-\_\_

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BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell  
INTRODUCED: February 15, 2022

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A BILL ENTITLED

AN ACT

TO AUTHORIZE AND EMPOWER COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND TO BORROW ON ITS FULL FAITH AND CREDIT, AND TO ISSUE AND SELL (1) ITS GENERAL OBLIGATION BONDS AND ITS BOND ANTICIPATION NOTES THEREFOR, AT ONE TIME OR FROM TIME TO TIME WITHIN FOUR YEARS FROM THE DATE THIS BILL BECOMES EFFECTIVE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,050,000, TO PROVIDE FINANCING FOR A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR THE NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE OF SUCH BONDS, AND (2) ITS GENERAL OBLIGATION REFUNDING BONDS, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,965,000, TO PROVIDE FINANCING FOR THE COST OF REFUNDING IN WHOLE OR IN PART ANY OF THE BONDS ISSUED PURSUANT TO THIS LOCAL LAW, INCLUDING PAYMENT OF RELATED COSTS AND COSTS OF ISSUANCE.

For the purpose of authorizing the issuance and sale by County Commissioners of Worcester County, Maryland of (1) its general obligation bonds and its bond anticipation notes to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, and (2) its general obligation refunding bonds to finance the cost of refunding in whole or in part any of the bonds issued pursuant to this Local Law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Appendix RR to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "RR"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF  
ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND  
UNDERTAKING SITE WORK FOR THE  
NEW PUBLIC SAFETY LOGISTICAL STORAGE FACILITY,  
AND BOND AUTHORIZATION FOR REFUNDING BONDS

- § 1. **Financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, and financing the cost of refunding in whole or in part any of the bonds issued for such purpose.**

(a) Recitals

(1) Pursuant to Sections 19-501 to 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Act”), County Commissioners of Worcester County, Maryland (the “County”) may borrow money for any public purpose and may evidence the borrowing by the issuance and sale of its general obligation bonds.

(2) By and through Resolution No. 21-26, adopted by the Board of County Commissioners of Worcester County (the “Board”) on December 7, 2021, the County has approved and adopted the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 which includes engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility.

(3) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to borrow money in an aggregate principal amount of not more than \$3,050,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation bonds (the “Bonds”) pursuant to the provisions of the Act, and to apply the proceeds of the Bonds to finance costs of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, including (without limitation) payment of related costs and the costs of issuance of the Bonds, all subject to the terms and conditions of this Local Law.

(4) Pursuant to Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), the County may borrow money to refund its outstanding bonds. Section 19-207(f)(1) of the Refunding Act provides that the total principal amount of the refunding bonds may exceed the total principal amount of the bonds that are being refunded. Section 19-207(g) of the Refunding Act provides that a governmental entity shall issue refunding bonds in accordance with the procedures that applied to issuance of the bonds that are being refunded; provided that, if, at a public meeting, the governmental entity determines that it would be in the public interest, the governmental entity may sell bonds issued under the Refunding Act at a private sale, without soliciting bids.

(5) The Board, based upon the findings and determinations and subject to the conditions set forth below, has determined to authorize the County to borrow money in an aggregate principal amount of not more than \$3,965,000 and to evidence such borrowing by the issuance, sale and delivery of its general obligation refunding bonds (the “Refunding Bonds”) pursuant to the provisions of the Act and the Refunding Act, and to apply the proceeds of the Refunding Bonds to finance the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds, all subject to the terms and conditions of this Local Law.

(6) References in this Local Law to “finance” shall be construed to mean “finance, refinance and/or reimburse,” as applicable, and references in this Local Law to “financing” shall be construed to mean “financing, refinancing and/or reimbursing,” as applicable.

(b) The Board, acting pursuant to the Act and the Refunding Act, as applicable, hereby determines and declares that:

- (1) There is a public need for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility.
  - (2) The estimated cost for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility, including activities not funded from proceeds of the Bonds, is approximately \$3,250,000.
  - (3) The funds proposed to be borrowed for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation bonds by the County.
  - (4) Use of the proceeds of the Bonds by the County to finance a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility is a proper public purpose which may be financed by the issuance of the Bonds pursuant to the Act.
  - (5) Between the date of issuance of the first series of the Bonds and the date of final maturity of any series of the Bonds, the County may have an opportunity or a need to refund in whole or in part the then-outstanding Bonds and to thereby achieve one or more purposes of the Refunding Act. The funds authorized to be borrowed for the purpose of refunding in whole or in part the then-outstanding Bonds can be provided at the lowest annual interest cost and costs of issuance by the issuance of general obligation refunding bonds by the County.
  - (6) Use of the proceeds of the Refunding Bonds by the County to finance the cost of refunding in whole or in part the then-outstanding Bonds is a proper public purpose that may be financed by the issuance of the Refunding Bonds pursuant to the Act and the Refunding Act.
- (c) Pursuant to the Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$3,050,000 and to evidence such borrowing by issuing, selling and delivering its Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$3,050,000, subject to the provisions and conditions of this Local Law. No series of the Bonds authorized by this Local Law shall be issued more than four years after the date this Local Law becomes effective.
- (d) The proceeds from the sale of the Bonds shall be applied for the public purpose of financing a portion of the cost of engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility as identified in the Worcester County 5 Year Capital Improvement Plan - FY 2023 to FY 2027 by and through Resolution No. 21-26, adopted by the Board on December 7, 2021, including payment of related costs and costs of the issuance of the Bonds. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Bonds to the purposes described in the preceding sentence. The County expressly reserves the right to amend this Local Law without notice to or the consent of the holders of the Bonds in order to authorize use of the proceeds of the Bonds, including any excess proceeds after application for the purposes described in this Paragraph, to such other public purpose or purposes as the County may approve by enactment of an amendment to this Local Law in accordance with, and pursuant to, the Act.

- (e) As permitted by Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, the provisions set forth in this Local Law for the issuance and sale of the Bonds are intended and shall be deemed to include provisions for the issuance and sale of bond anticipation notes in one or more series from time to time in an aggregate principal amount not exceeding \$3,050,000 without the adoption of any other local law or other action by the legislative body of the County. Accordingly, the words “bonds” and “Bonds”, as used in this Local Law, shall include such bond anticipation notes, unless the context clearly requires a contrary meaning. The County will agree to pay any bond anticipation notes issued pursuant to this Local Law and the interest and premium, if any, thereon from the proceeds of the Bonds in anticipation of the sale of which such notes are issued, and the County will agree to issue such Bonds when, and as soon as, the reason for deferring the issuance of the Bonds no longer exists.
- (f) Pursuant to the Act and the Refunding Act, the County is hereby authorized to borrow upon its full faith and credit an aggregate principal amount not to exceed \$3,965,000 and to evidence such borrowing by issuing, selling and delivering its Refunding Bonds, at any time or from time to time and in one or more series, in an aggregate principal amount not to exceed \$3,965,000, subject to the provisions and conditions of this Local Law.
- (g) The proceeds from the sale of any Refunding Bonds shall be applied for the public purpose of financing the cost of refunding in whole or in part the then-outstanding Bonds, including payment of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall be construed to allow such proceeds to be applied to (i) pay all or a portion of the principal of the refunded Bonds to their respective dates of maturity or prior redemption, (ii) pay all or a portion of accrued interest on the refunded Bonds to their respective dates of maturity or redemption, (iii) pay funded interest on the Refunding Bonds, and/or (iv) pay all or a portion of related costs and costs of issuance of the Refunding Bonds. All references in this Local Law to the use of proceeds of the Refunding Bonds to refund in whole or in part the then-outstanding Bonds shall not be construed to refer to refunding any bond anticipation notes referenced in Paragraph (d) above. Nothing in this Local Law shall be construed as prohibiting the County from applying funds other than the proceeds of the Refunding Bonds to the purposes described in the preceding sentence. The words “bonds” and “Bonds” as used in this Local Law shall include the Refunding Bonds, unless the context clearly requires a contrary meaning; provided that, the limitation provided for in Paragraph (c) above as to the latest date by which any Bonds shall be issued shall not apply to the issuance of any Refunding Bonds, which may be issued at any time as long as any of the Bonds are then-outstanding.
- (h) In each and every fiscal year that any of the Bonds are outstanding, the County shall levy or cause to be levied ad valorem taxes upon all assessable real and tangible personal property within the geographical boundaries of the County, in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on all of the Bonds maturing in each such fiscal year and, if the proceeds from the taxes so levied in any fiscal year prove inadequate for such payment, additional taxes shall be levied in the succeeding fiscal year to make up any deficiency; provided, however, that the County may apply to the payment of the principal of and interest on any Bonds issued hereunder any funds received by it from the State of Maryland, the United States of America, any agency or instrumentality of either, or from any other source, subject to any applicable limitations of federal, state or local law.
- (i) Prior to the issuance and sale of any of the Bonds, the County shall adopt one or more resolutions in accordance with Section 19-504 of the Act, which resolution shall describe in part, the following: (i) the amount of Bonds which shall be issued and the amount of the proceeds of such

Bonds allocated to each project specified in such resolution or resolutions, or, with respect to any Refunding Bonds, the Bonds authorized to be refunded in whole or in part from proceeds of such Refunding Bonds, (ii) the statement of the public purpose or purposes for which the proceeds of the Bonds are to be expended, and, with respect to any Refunding Bonds, the purpose or purposes of the Refunding Act to be achieved by the issuance of such Refunding Bonds, (iii) the form of the Bonds, which shall include the place and time of payment thereof, the rate or rates of interest payable thereon, or space for the insertion of the rate or rates of interest upon the determination thereof, the titles of the officials whose signatures shall be affixed to or imprinted on the Bonds, the authority for the issuance thereof, and the taxes and any special revenues from which the principal of and interest on the Bonds will be payable, (iv) the designation, form, tenor, denomination or denominations and maturities (not exceeding forty years), and optional and mandatory sinking fund redemption provisions, if any, of the Bonds, (v) the method of sale of such Bonds, (vi) provisions for the notice soliciting bids for the purchase of the Bonds, if the Bonds are sold at public sale, (vii) specific provisions for the appropriation and disposal of the proceeds of the sale of the Bonds and specific provisions for the payment of the principal and interest thereon, which provisions shall specify the source or sources of payment and shall constitute a covenant binding the County to provide the funds from the source or sources as and when principal and interest are due and payable, (viii) if any of the proceeds of the Bonds are to be loaned by the County, the terms of such loan and of any loan agreement executed in connection with such loan, and (ix) any and all other matters deemed necessary in connection with the proposed borrowing, the issuance, sale and delivery of the Bonds and the appropriation of the proceeds thereof, including (without limitation), (A) whether any premium paid to the County in connection with the sale of the Bonds shall be applied to the costs for which the Bonds are authorized to be issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, and (B) whether interest or investment earnings on proceeds of the Bonds shall be applied to the purposes for which such Bonds are issued, to the payment of debt service on the Bonds, or for some other purpose authorized by applicable law, unless any such determinations must be made by Public Local Law in accordance with applicable law. Additionally, such resolution or resolutions may provide that the issuance of Bonds authorized pursuant to this Local Law may be consolidated with one or more other issues authorized by this Local Law or any other Public Local Law, all as provided in Section 19-101 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended, and any successor provision of law.

- (j) The Bonds evidencing the borrowing authorized by this Local Law shall constitute, and they shall so recite, an irrevocable pledge of the full faith and credit and unlimited taxing power of the County to the payment of the maturing principal of and interest and premium (if any) on the Bonds as and when they become due and payable.
- (k) The Bonds may be sold in one or more series, and the Bonds of any series shall be sold either (a) at private (negotiated) sale and at or above par, or (b) at public sale, by competitive bid, at or above par, as determined by the Board to be in the best interest of the County; in either or both of which events, the Bonds of such series shall be sold in such manner and upon such terms as the Board deems to be in the best interests of the County.
- (l) The Bonds and their issuance and sale shall be exempt from the provisions of Sections 19-205 and 19-206 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended.
- (m) The County may enter into agreements with agents, banks, fiduciaries, insurers or others for the purpose of enhancing the marketability of, and security for, the Bonds and for the purpose of securing any tender option that may be granted to holders of the Bonds. With respect to the



issuance of any Refunding Bonds, the County may enter into agreements in order to provide for the escrowing of proceeds of such Refunding Bonds.

- (n) In case any officer whose signature appears on any Bond ceases to be such officer before delivery, the signature shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until delivery.
- (o) Upon delivery of any Bonds to the purchaser or purchasers, payment shall be made to the Finance Officer of the County or such other official of the County as may be designated to receive payment in a resolution passed by the Board prior to delivery of the Bonds. Proceeds of any Refunding Bonds may be paid to such escrow agent as may be designated to receive payment in a resolution passed by the Board prior to delivery of such Refunding Bonds.
- (p) The County may, prior to the preparation of definitive bonds, issue interim certificates or temporary bonds, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The County may, by appropriate resolution, provide for the replacement of any Bonds issued under this Act which may have become mutilated or lost or destroyed upon such conditions and after receiving such indemnity as the County may require.
- (q) The authority to borrow money and to issue bonds conferred on the County by this Local Law shall be deemed to provide additional, alternative and supplemental authority for borrowing money and shall be regarded as supplemental and additional to powers conferred upon the County by other laws and shall not be regarded as in derogation of any power now existing; and all previously enacted laws authorizing the County to borrow money are hereby continued to the extent that the power contained in them is continuing or has not been exercised, unless any law is expressly repealed by this Local Law, and the validity of any bonds issued under previously enacted laws is hereby ratified, confirmed and approved. This Local Law, being necessary for the welfare of the inhabitants of Worcester County, shall be liberally construed to effect its purposes. All Public Local Laws previously enacted, and parts of Public Local Laws previously enacted, which are inconsistent with the provisions of this Local Law, are hereby repealed to the extent of any inconsistency.
- (r) The County shall seek funds for engineering, designing, constructing, equipping, furnishing and undertaking site work for the new Public Safety Logistical Storage Facility or repayment of the Bonds through such grant sources as the Board may, from time to time, deem desirable and appropriate.
- (s) The provisions of this Local Law are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid or unconstitutional or inapplicable to any person or circumstances, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Local Law or any part hereof are inapplicable had been specifically exempted therefrom.

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.

[CONTINUED ON FOLLOWING PAGE]



PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Weston S. Young  
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



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

March 14, 2022

TO: *The Daily Times Group and The Ocean City Today Group*  
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer  
SUBJECT: Worcester County Public Hearing Notice of Proposed Transfer of Parcel 0854 to Town of Berlin

.....  
Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 24, 2022 and March 31, 2022. Thank you.

**NOTICE OF PROPOSED TRANSFER  
OF PARCEL 0854 AT NO COST TO TOWN OF BERLIN  
WORCESTER COUNTY, MARYLAND**

The Town of Berlin is working with the Berlin Community Improvement Association (BCIA) and SHOREUP! Inc. to combine the following parcels into one: Parcel 0841 (owned by the BCIA), Parcel 0842 (owned by the Town of Berlin), Parcel 0843 (owned by the BCIA), and Parcel 0854 (owned by Worcester County). Parcel 0854 consists of roughly 3.4 acres and contains an offline wetland on the southern portion of the property. The Worcester County Commissioners allowed the Town of Berlin to construct an offline wetland on Parcel 0854, which has helped reduce flooding in the Flower Street neighborhood. The remaining portion of the property is open land. The County Commissioners will hold a

**PUBLIC HEARING  
on  
Tuesday, APRIL 5, 2022  
at 10:45 A.M.**

in the  
County Commissioners Meeting Room  
Room 1101 - Government Center  
One West Market Street Snow  
Hill, Maryland 21863

For additional information, please contact the County Administration Office at (410) 632-1194 or visit the County website at: online at [www.co.worcester.md.us](http://www.co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS



**Mayor**

Zack Tyndall

**Vice President**

Dean Burrell

**Councilmembers**

Jay Knerr

Shaneka Nichols

Jack Orris

Troy Purnell

**Town Attorney**

David Gaskill

**Town Administrator**

Jeffrey Fleetwood



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

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

www.berlinmd.gov

**ITEM 30**

**APPROVED**

Approved for Public Hearing

WSY 2/15/22

February 2, 2022

Hon. Joseph Mitrecic, President  
Worcester County Commissioners  
1 Market Street, Room 1103  
Snow Hill, Maryland 21863

President Mitrecic,

As many of you know, the Town of Berlin plans to construct a much-needed community center on Flower Street. The chosen property is the former home of the Flower Street School and the current location of SHOREUP! Inc. and a once vibrant multipurpose building.

The Town of Berlin is working with the Berlin Community Improvement Association (BCIA) and SHOREUP! Inc. to combine the parcels of property to begin the planning stage of this project. To have the necessary space, we want to combine the following parcels into one: Parcel 0841 (owned by the BCIA), Parcel 0842 (owned by the Town of Berlin), Parcel 0843 (owned by the BCIA), and Parcel 0854 (owned by Worcester County).

Parcel 0854 consists of roughly 3.4 acres and contains an offline wetland on the southern portion of the property. The Worcester County Commissioners graciously allowed the Town of Berlin to construct an offline wetland on Parcel 0854, which has helped reduce flooding in the Flower Street neighborhood. The remaining portion of the property is open land.

I am writing on behalf of myself, the Council, and the citizen of the Town of Berlin to respectfully ask the Worcester County Commissioners to transfer Parcel 0854 on Flower Street to the Town of Berlin. By transferring this property, our community will be one step closer to making this project a reality.

Please feel free to reach out if you would like any additional information regarding this request or if you have any questions.

Respectfully,

Zack Tyndall, MBA, NRP  
Mayor, Town of Berlin

## Real Property Data Search ( w4)

Search Result for WORCESTER COUNTY

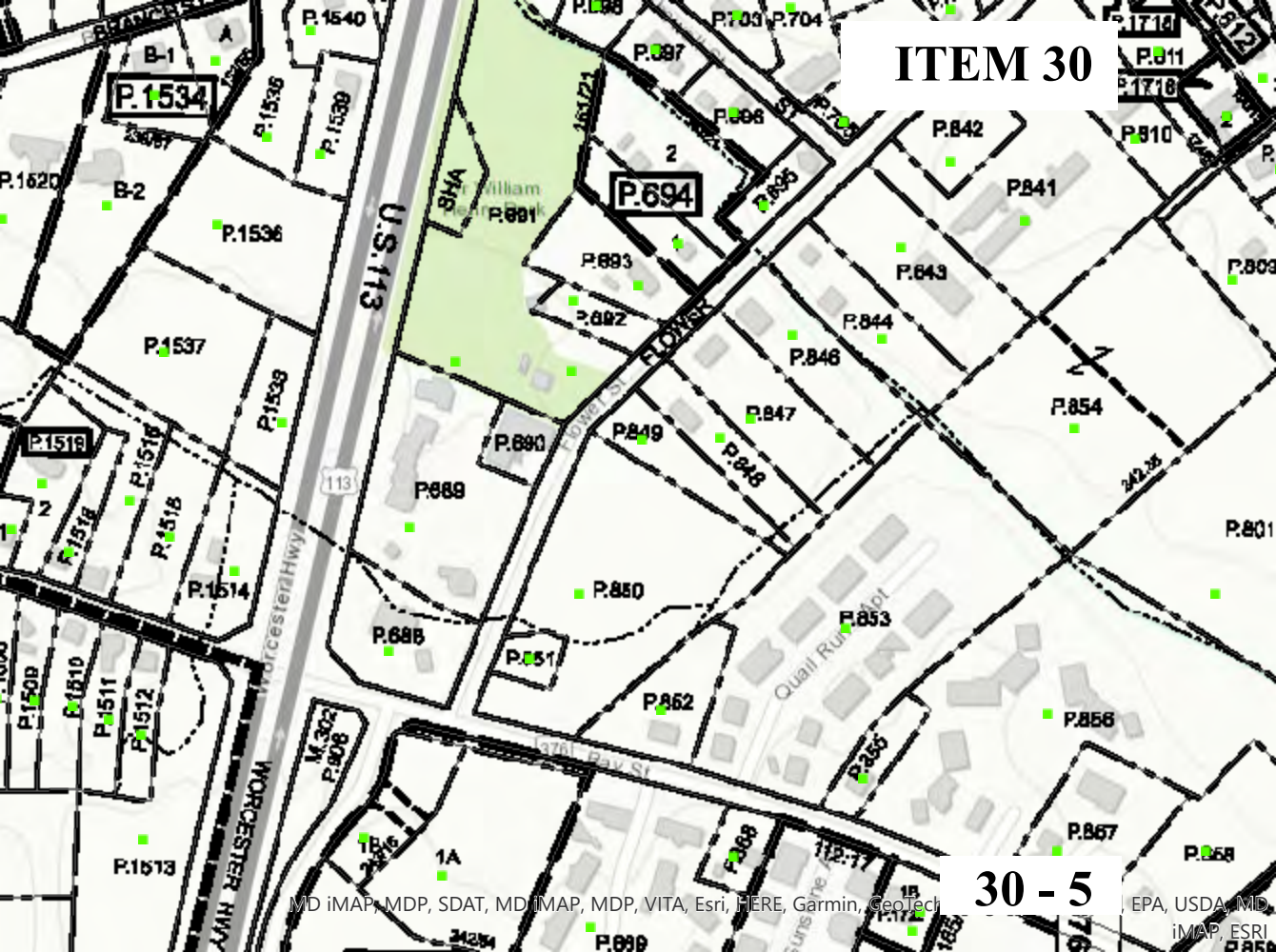
View Map			View GroundRent Redemption			View GroundRent Registration			
Special Tax Recapture: None									
Account Identifier:			District - 03 Account Number - 034550						
Owner Information									
Owner Name:		COUNTY COMMISSIONERS OF WORCESTER COUNTY				Use: Principal Residence:		EXEMPT NO	
Mailing Address:		ONE WEST MARKET STREET SNOW HILL MD 21863				Deed Reference:		/04349/ 00389	
Location & Structure Information									
Premises Address:		ENNIS LN BERLIN 21811-0000				Legal Description:		317.46' X 457.1' X 311' X 493.05' N SIDE BAY ST	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0301	0017	0854	3040043.24	0000				2022	Plat Ref:
Town: BERLIN									
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
						3.4000 AC			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements		
/									
Value Information									
			Base Value		Value		Phase-in Assessments		
					As of		As of		As of
					01/01/2022		07/01/2021		07/01/2022
Land:			17,800		17,800				
Improvements			0		0				
Total:			17,800		17,800		17,800		17,800
Preferential Land:			0		0				
Transfer Information									
Seller: BOARD OF EDUCATION OF				Date: 02/02/2005				Price: \$0	
Type: NON-ARMS LENGTH OTHER				Deed1: SVH /04349/ 00389				Deed2:	
Seller: JOHN LEMUEL OF NATHANIEL & FLOSTY				Date: 12/15/1955				Price: \$0	
Type: NON-ARMS LENGTH OTHER				Deed1: FWH /00086/ 00311				Deed2:	
Seller:				Date:				Price:	
Type:				Deed1:				Deed2:	
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2021		07/01/2022			
County:		440		17,800.00		17,800.00			
State:		440		17,800.00		17,800.00			
Municipal:		440		17,800.00 17,800.00		17,800.00 17,800.00			
Special Tax Recapture: None									
Homestead Application Information									
Homestead Application Status: No Application									

## Homeowners' Tax Credit Application Information

**Homeowners' Tax Credit Application Status:** No Application**Date:**

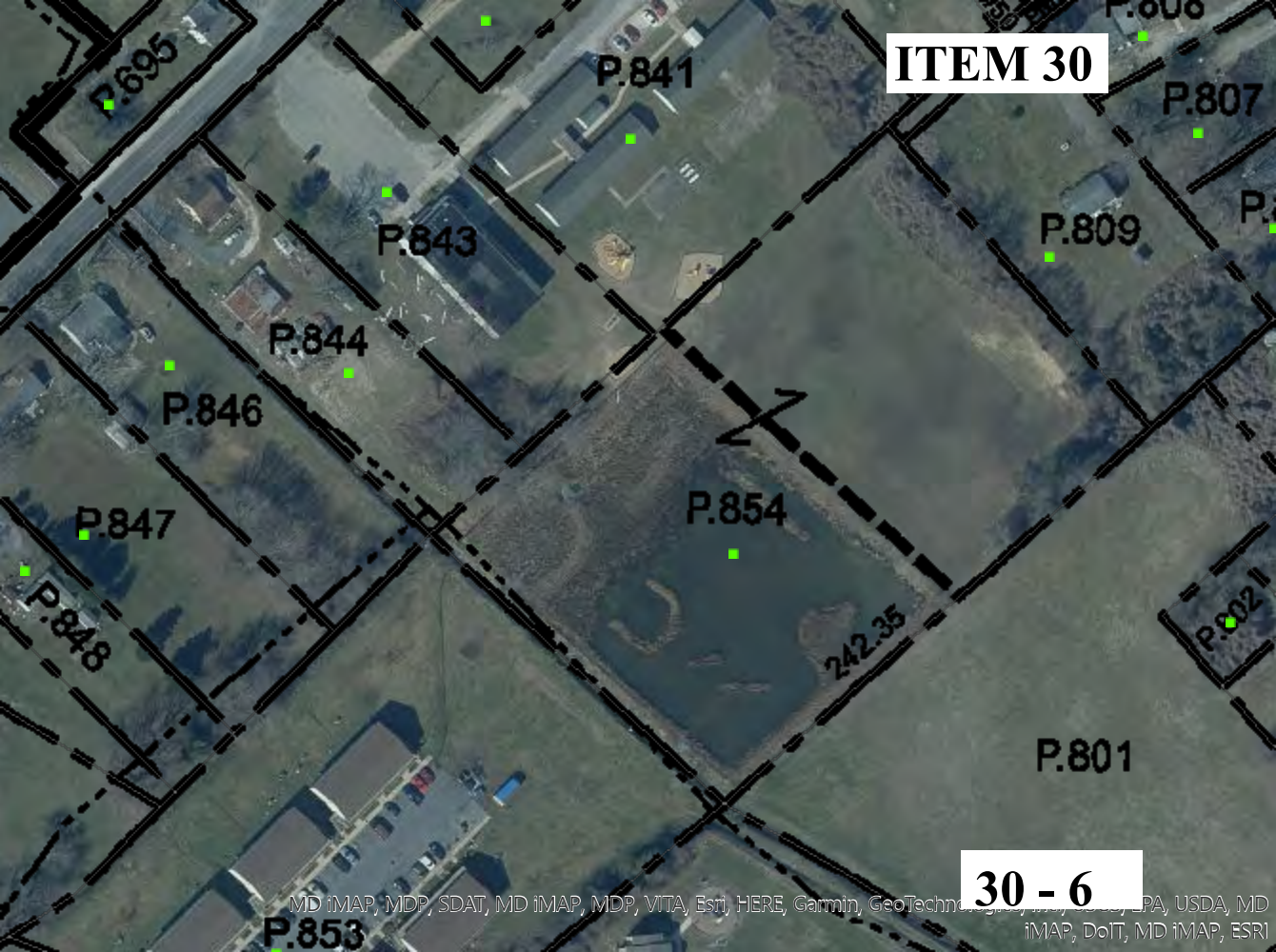
1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.

ITEM 30





**ITEM 30**



**30 - 6**