

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>

September 6th, 2022

- | | Item # |
|---|--------------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Meeting Room – Room 1101
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session: Discussion of personnel summary update and certain personnel matters with human resources, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, to protect the privacy or reputation of individuals with respect to a matter that is not related to public business. receiving legal advice, and performing administrative functions | |
| 10:00 - Call to Order, Prayer (Pastor Barbara Hedges-Goettl of Makemie Memorial Presbyterian Church), Pledge of Allegiance | |
| 10:01 - Proclamation- National Suicide Prevention Month: Kim Christopher of Life Crisis, Jesse Klump Memorial Fund, and Governor's Commission on Suicide Prevention;
Proclamation - Constitution Week: General Levin Winder Chapter, NSDAR;
Commendation: Years of Service, Shaun Elliott, Worcester County Jail | |
| 10:02 - Report on Closed Session; Review and Approval of Minutes from August 16th, 2022 Meeting | |
| 10:03 - Consent Agenda
(Out of State Travel National Rec and Parks Association, Out of State Travel TEAMS Conference, Parks and Recreation Waterway Maintenance Grant, Tax Credits request for OC Chamber Properties, Critical Area Commission Local Program Annual Grant, FY23 Local Behavioral Health Annual Grant MOU with County Jail and Health Department, Public Works Edgewater Acres Roof Replacement Funding Request, Public Works Maintenance Division Operating Hours Request) | |
| | 1-9 |
| 10:10 - Chief Administrative Officer: Administrative Matters
(Special Event Zone Request for Pop Up Car Rally, BOE Budget Amendment Transfer Request, Exemption Resolution for Lewis Road Sewer Project, Bay Restoration Fee Ocean Pines WWTP, Agenda Management IT Solution Funding Request, Pending Board Appointments) | |
| | 10-15 |
| 10:30 - Public Hearings: Bond Bill 22-11 for County Jail Phase 2, 22-12 for Public Safety Logistical Storage Facility, 22-13 for Stephen Decatur Middle School, 22-14 for Refunding of 2013 Taxable Bonds, 22-15 for Refunding of 2014 Bonds, 22-16 for Refunding of 2015 A Bonds | |
| | 16-21 |
| 11:00- Questions from the Press; County Commissioner's Remarks | |
| 11:15 - Chief Administrative Officer: Administrative Matters (if necessary) | |
| Lunch | |
| 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 County Administration Office
Please be thoughtful and considerate of others. ***Turn OFF all cell phones and notification during the meeting!***

Minutes of the County Commissioners of Worcester County, Maryland

August 16, 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 Elder, seconded by Commissioner Purnell, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting 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 Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: a personnel summary update and certain personnel matters with human resources; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the commissioners unanimously voted to adjourn their closed session at 9:56 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 Rabbi Arthur Rutberg of Temple Bat Yam in Berlin 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 August 2, 2022 meeting as presented.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 1-2, 4, 6-10, and 13-14 as follows: an FY23 Community Development Block Grant Agreement for the Housing Rehabilitation Program; a Quitclaim of Bette Drive and Vivian Street, which are two unimproved, platted roads that are not listed in the Inventory of Public Roads, to Samuel J. and Christine M. Chmar; scheduling a public hearing for an amendment application submitted by Robert Rauch, on behalf of Island Resort Park, Inc. to expand the sewer planning area for the Mystic Harbour Sanitary Service Area (SSA); scheduling public hearings for Rezoning Case #436 to rezone approximately 8.12 acres on the east side of Daye Girls Road, north of and adjacent to the St. Martins River, from RP – Resource Protection District to E-1 Estate District, and Rezoning Case #437 to rezone approximately 2.25 acres on the northerly side of U.S. Rt. 50, east of and adjacent to Herring Creek from R-2 Suburban

Residential District to C-2 General Commercial District; accepting a national bid through Sourcewell to purchase a John Deere Gator for the Water and Wastewater Division for \$11,623.81 from Atlantic Tractor; issuing bid specifications to purchase bituminous concrete to resurface the Health Department parking lot in Snow Hill; issuing bid specifications to upgrade the Snow Hill Homeowner Convenience Center drop-off area; and accepting a national bid through Sourcewell to replace carpet in the Worcester County Government Center for \$34,415.44 to replace carpeting in County Administration and \$8,240.57 for the Commissioners' Meeting Room to Patcraft Modular Carpet Tile and Flooring, along with an additional \$2,000 to paint affected areas.

Pursuant to the request of Senior Budget Accountant Kim Reynolds and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized Commission President Mitrecic to sign the Governor's Office of Crime Control and Prevention FY23 Grant Award and Acceptance for funds of \$50,615 for the grant-funded position of heroin coordinator within the Sheriff's Office to allow the Criminal Enforcement Team to maintain the coordination of entering all necessary data for drug investigations, drug seizures, drug arrests, heroin and opioid overdoses, and other drug-related investigation activities. In response to a question by Commissioner Bertino, Ms. Reynolds confirmed that the continuation of this position is contingent upon grant funding.

Pursuant to the request of Library Director Jennifer Ranck and upon a motion by Commissioner Bertino, the commissioners unanimously accepted the proposal of \$38,280 from The Whiting Turner Contracting Company for preconstruction services for the new Pocomoke Branch Library project.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bertino, the commissioners unanimously authorized staff to purchase a used work van for use within Public Works at a cost not to exceed \$46,000 to replace a cargo van involved in a single-vehicle accident.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Bertino, the commissioners unanimously accepted a proposal of \$115,470 from Bayside Fire Protection, the County's fire protection service provider, to replace the aged fire sprinkler pipe in the recycling center at the Central Landfill in Newark.

The commissioners met with Development Review and Permitting Director Jennifer Keener to discuss the Town of Pocomoke's proposed draft Annexation Resolutions 565 and 566. Ms. Keener informed the commissioners that by virtue of the above-referenced Annexation Resolutions, the Town of Pocomoke is proposing to annex approximately 0.29-acre located on the westerly side of Ocean Highway and identified on Tax Map 92 as Parcel 82, Lot 2. Ms. Keener stated that the property proposed for annexation is zoned C-2 General Commercial District under County zoning, and the town is proposing to rezone the property to B-2 General Business District zoning upon annexation, which is consistent with the existing zoning. Therefore, no action is required by the commissioners.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Elder, the commissioners unanimously authorized Commission President Mitrecic to sign the FY23 Maryland Tourism Development Board Grant Agreement awarding the County \$1,012,508. This is an increase of \$844,955 over the prior fiscal year. Ms. Pursel explained that this was the second highest allocation in the State and it will allow them to advertise out of market. She stated that the County received this award for continuing to allocate funds for tourism marketing during the pandemic.

In response to a question by Commissioner Bertino, Ms. Pursel confirmed that the County could allocate a portion of the funds to advertise target areas, like Furnace Town. She noted that the County must fund these expenditures upfront and will be reimbursed 100 percent for advertising out of market (areas like Baltimore, New York, and New Jersey) and 50 percent for advertising in market.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to increase the fee for adult drop-in programs, including soccer, baseball, pickleball, and volleyball, from \$3 to \$5.

Pursuant to the request of Finance Officer Phil Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Resolution No. 22-18, an FY23 Budget Reconciliation Amendment for Water and Wastewater, and Resolution 22-19, an FY23 Budget Reconciliation Amendment for Solid Waste to reflect salary increases that were approved in the FY23 County Operating Budget.

Mr. Baker met with the commissioners to request funding of \$100,000 to design improvements to the Riddle Farm Wastewater Treatment Plant (WWTP) to address issues caused by the membranes. Mr. Baker explained that the membranes clog, which requires them to be removed and cleaned, and during such times the WWTP capacity is diminished by as much as 50%. During the cleanings, flows must be diverted to an overflow tank, and the excess wastewater is then pumped and hauled away at an average rate of 8-10 times per day, 4-5 days per week during cleaning cycles. By comparison, membranes at the Riddle Farm WWTP must be cleaned two to three times a month, while older-style membranes at the Mystic Harbor WWTP only require cleaning two to three times per year.

In response to questions by Commissioner Bertino, Mr. Baker confirmed that the original membranes were replaced with sheet-style membranes. These membranes delaminated when exposed to chlorine, which is used as part of the routine cleaning process. This information was only recently relayed to Public Works staff during a visit from the membrane manufacturer, who advised that they were not aware of the issue at the time the current membranes were installed. Commissioner Bertino stated that they should have some recourse since the manufacturer's error cost the County \$1.2 million to fix. Mr. Baker confirmed that it cost the Riddle Farm Sanitary Service Area approximately \$220,000 last year to pump and haul wastewater from the WWTP.

Following much discussion and upon a motion by Commissioner Bertino, the commissioners unanimously accepted a proposal of \$100,000 from GMB for design funding for the Riddle Farm WWTP, with funding to be provided in the form of an intergovernmental loan from the General Fund.

The commissioners met with Deputy Chief Administrative Officer Joe Parker to discuss FY22 advertising expenses for bids, hearings and bills. Mr. Parker advised that expenses exceeded budgeted funds by \$26,733.24 due to two factors: a large increase in advertising coupled with an increase in advertising rates by the Daily Times, which is the only publication which meets the legal criteria “of general circulation.” He further identified certain difficulties working with the Daily Times, which no longer has a locally-based call center.

Following some discussion and upon a motion by Commissioner Bertino, the commissioners unanimously directed staff to investigate options to advertise with The Daily Record and Ocean City Digest for future legal advertisements.

Upon a subsequent motion by Commissioner Elder, the commissioners unanimously approved the requested over-expenditure of \$26,733.24 for advertising.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Church, the commissioners unanimously agreed to appoint John Sims to the Police Accountability Board (PAB).

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to appoint Gregory Tate to the PAB.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to appoint Carrol Frazier to the PAB.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to appoint Robert Cane to the Ocean Pines Water and Sewer Advisory Council.

Upon a nomination by Commissioner Elder, the commissioners unanimously agreed to appoint Quincy Shockley to the PAB.

Upon a nomination by Commissioner Bertino, the commissioners unanimously agreed to appoint Mary Burgess to the PAB.

Upon a nomination by Commissioner Nordstrom, the commissioners unanimously agreed to appoint Jared Johnson to the PAB.

Upon a nomination by Commissioner Nordstrom, made on behalf of Commissioner Mitrecic, the commissioners unanimously agreed to appoint Joe Theobald to PAB.

The commissioners met in legislative session.

The commissioners met with County Attorney Roscoe Leslie to review draft Bill 22-17, which would designate additional days as eligible for regular legislative sessions and to modify the method for publishing notice of legislative bill introductions. Mr. Leslie advised that under the current County Code the commissioners are permitted to introduce and pass legislation on the second and third Tuesdays of the month. Unfortunately, the commissioners meet on the first and third Tuesdays. Bill 22-17 would amend those dates to the first, second, and third Tuesdays of each month. He further advised that the County Code includes a provision to advertise bills, which have been introduced, two times before any scheduled public hearing. However, the State only requires introduced bills to be posted in the County building and advertised after passage that have been introduced requiring the County to advertise after passage of a bill. Therefore, he recommended publishing a fair summary of introduced bills on the County website at least seven Days and cease to publish them twice in a general circulation newspaper prior to a public hearing. Commissioner Bertino disagreed with the proposed change to the existing advertising requirements.

Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced Bill 22-17 to add the first Tuesday of the month to the existing

legislative days and agreed to schedule a public hearing on the bill. Mr. Leslie advised that the bill will be amended to remove the proposed change to the advertising requirements.

Commissioner Mitrecic closed the legislative session.

Commissioner Nordstrom thanked staff for their timely responses when concerns are raised by his constituents.

The commissioners answered questions from the press, after which they adjourned to meet again on September 6, 2022.

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

PROCLAMATION

WHEREAS, this September, National Suicide Prevention Month, we join representatives from the Jesse Klump Memorial Fund (JKMF), Worcester County Health Department (WCHD), and Life Crisis to promote the launch of 988, an easy-to-remember, three-digit number that connects callers to a counselor in roughly 90 seconds or less; and

WHEREAS, by joining public health officials and their nonprofit partners to promote 988, as well as other programs and activities that offer help and support, like the JKMF's Community Awareness Rallying to End Suicide together we can foster hope, recovery, and resilience. We all have a role to play in suicide prevention.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize September as **Suicide Prevention Month** and encourage participation in *Wear Yellow* on World Suicide Prevention Day on September 10, *Jesse's Paddle* on September 17, *Night of Reflection* on September 30, at Public Landing, and *Out of the Darkness Walk* on October 1, to continue the conversation about suicide prevention.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of September, in the Year of Our Lord Two Thousand and Twenty-Two.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

Citizens and Government Working Together



COMMISSIONERS
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ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, September 17, 2022 marks the 235th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. It is the privilege and duty of all Americans to commemorate the anniversary of this magnificent document, which outlines the fundamental principles by which our nation is governed; and

WHEREAS, we celebrate Constitution Day, September 17, within the framework of Constitution Week, September 17-23, 2022, and we honor the Daughters of the American Revolution for petitioning Congress in 1955 to set this week aside to formally commemorate the Constitution, which is the basis for America's great heritage and way of life.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, join with members of the General Levin Winder Chapter of the National Society Daughters of the American Revolution to proclaim September 17-23, 2022 as **Constitution Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of September, in the Year of Our Lord Two Thousand and Twenty-Two.



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

COMMENDATION

WHEREAS, Sergeant Shaun C. Elliott has contributed 17 years of dedicated service to Worcester County Government where he began his career on July 25, 2005; and

WHEREAS, Sergeant Elliott played an integral role as a leader within the Worcester County Jail, where his expertise and experience have been instrumental in providing for the security and welfare of the inmate population, as well as the overall management of the jail.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Sergeant Shaun C. Elliott** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of September, in the Year of Our Lord Two Thousand and Twenty-Two.



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 Recreation & Parks

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

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: August 22, 2022
RE: Out of State Travel Request - NRPA Supervisors' Management School

Out of State Travel Request

Recreation	1	100.1601.400.7000.040
Department	# of Attendees	GL Account Code
Wheeling, West Virginia	11/6/2022	11/10/2022
Destination	Depart	Return

Purpose of Travel:

I am requesting authorization for Recreation staff to attend the National Recreation & Parks Association - Supervisors Management School held at the Oglebay Resort in Wheeling, West Virginia, November 6 - 10, 2022. This school is developed for Park and Recreation professionals responsible for the supervision of employees. Package of \$2,028 includes tuition, 4 nights lodging, and meals. County vehicle will be used to travel. Funding was reserved in the FY23 budget for this school.

Estimated Costs:	Airfare	\$0
	Lodging	\$1,280
	Meals	
	Registration Fees	\$748
	Car Rental	\$0
	Other Transportation	
	Other	
	Total	\$2,028



Worcester County Recreation & Parks

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

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

FROM: Kelly Rados, Director of Recreation & Parks

DATE: August 30, 2022

RE: Out of State Travel Request - TEAMS Conference

Out of State Travel Request

Recreation	2	100.1601.400.7000.100
Department	# of Attendees	GL Account Code
Oklahoma City	10/24/2022	10/28/2022
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for Recreation staff to attend the TEAMS (Travel, Events, and Management in Sports) Conference to be held in Oklahoma City, October 24 - 27, 2022. This Sports Marketing conference allows for one-on-one appointments with sport-event organizations, sports-specific educational content and sessions, and networking opportunities. Registration fees for this conference will be covered by the Maryland Sports Commission as part of our Team Maryland membership. Funding was reserved in the FY23 budget for this conference.

Estimated Costs: Airfare	\$1,500
Lodging	\$1,320
Meals	\$400
Registration Fees	\$0
Car Rental	0
Other Transportation	\$100
Other	
Total	\$3,320



Worcester County Recreation & 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: August 22, 2022
SUBJECT: Facility Maintenance & Repair Grant FY23

The Recreation & Parks Department received an award letter for a Maintenance and Repair Grant with Waterway Improvement in the amount of \$5,000 for FY23.

This grant can be used for any general maintenance and repairs at any of our County public boat landing facilities. Funds can be used for replacing deck boards, stone, striping parking areas etc.

We are asking for review and approval signature for this grant in order to move forward.

Please do not hesitate to contact me at 410-632-2144 x2502 if you have any questions or need additional information.

Attachment

cc: Jacob Stephens, Parks Superintendent



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Deputy Secretary

August 15, 2022

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

**RE: Grant #5K-2303 Worcester County Boating Facility Maintenance & Repair
Amount \$5,000.00, PO# K00P3600363**

Dear Ms. Rados,

We are pleased to inform you that this office has approved the Maintenance and Repair grant referenced above for improvements at the County's boating facilities as specified in the grant application.

Attached are the purchase order and acknowledgment form. For the purposes of this grant agreement Worcester County is the "Contractor". Please sign the acknowledgement and return to Sandi Pepe via email at sandi.pepe@maryland.gov.

Also attached is the Request for Reimbursement form with instructions. This form can also be found on-line at <http://dnr.maryland.gov/Boating/Pages/grants.aspx> Please note this grant expires 6/30/2023 and the County should be sure to submit final invoices prior to July 31, 2023.

If you have any questions, please call Sandi Pepe at 443-433-6284.

Sincerely,

Carla Fleming

Carla Fleming
Director, Center for Waterway Improvement & Infrastructure

cc: Sandi Pepe, Maryland DNR

**PURCHASE ORDER
Acknowledgement Form**

I HAVE RECEIVED PURCHASE ORDER NUMBER

K00P3600363

I HAVE READ AND

ACCEPT THE ATTACHED THE PURCHASE ORDER AND AGREE TO
PROVIDE THE SERVICES AS SPECIFIED HEREIN.

Signature of Contractor

Date

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original.

Please sign and return the acknowledgment form to:

Sandi Pepe
Chesapeake and Coastal Service
Department of Natural Resources
580 Taylor Avenue E-2
Annapolis, Maryland 21401

sandi.pepe@maryland.gov
443-433-6284

PURCHASE ORDER

STATE OF MARYLAND

PURCHASE ORDER NO: K00P3600363

PRINT DATE: 08/15/22

PAGE: 01

DELIVER TO: STANLEY PRATT DNR/TAWES STATE OFFICE BLDG E-2 580 TAYLOR AVENUE ANNAPOLIS MD 21401-2397	BILL TO: S HARRINGTON DNR-WATERSHED MANAGEMENT 580 TAYLOR AVENUE E2 ANNAPOLIS MD 21401-2397
VENDOR ID: WORCESTER COUNTY GOVERNMENT WORCESTER COUNTY ADMINISTRATION 1 WEST MARKET ST ROOM 1103 SNOW HILL MD 21863	REFER QUESTIONS TO: SUSAN B HARRINGTON (410) 260-8523 SUSAN.HARRINGTON@MARYLAND.GOV
DELIVER BY: 06/30/23	
ITB: BPO:	EXPR DATE: POST DATE: 08/12/22
DISC TERMS: . NET 30 F.O.B. POINT: DESTINATION	

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.

PLEASE FURNISH THE STATE OF MARYLAND WITH THE FOLLOWING:

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>UNIT COST</u>	<u>TOTAL</u>
0001	92045-MEMA00	1.00	EA	5,000.0000	5,000.00

AGREEMENT, SERVICE

WORCESTER COUNTY

08/10/2022 - 06/30/2023

5K-2303 WIF

\$5,000.00

WORCESTER COUNTY MAINTENANCE AND REPAIR

<u>REQUISITION</u>	<u>LINE</u>	<u>SHIP/BILL CODE</u>	<u>SHIPPING CONTACT</u>
K00P3600363	001	K1410 /KXV	STANLEY PRATT

DOCUMENT TOTAL: 5,000.00

***** LAST PAGE *****

AUTHORIZED BY: Stanley Pratt
DATE: 8/15/22

BUYER AUTHORIZED DESIGNEE

INSTRUCTIONS TO VENDOR

EACH SHIPPING CONTAINER OR PACKAGE SHALL HAVE CLEARLY MARKED A COMPLETE DESCRIPTION AS TO CONTENTS AND QUANTITY CONTAINED THEREIN, THE PURCHASE ORDER NUMBER AND THE STOCK NUMBER, IF LISTED IN DESCRIPTION ABOVE. EACH SHIPMENT SHALL HAVE ATTACHED TO THE CONTAINER OR PACKAGE A PACKAGING SLIP AND SAID CONTAINER OR PACKAGE MUST BE READILY MARKED FOR IDENTIFICATION.

EACH INVOICE MUST BE SUBMITTED IN DUPLICATE AND INCLUDE THE FOLLOWING INFORMATION: 1) DATE AND METHOD OF SHIPMENT. 2) PURCHASE ORDER NUMBER. 3) DESCRIPTION AS IT APPEARS ON PURCHASE ORDER. 4) QUANTITY SHIPPED. 5) UNIT PRICE AND EXTENSIONS. 6) DATE OF INVOICE. 7) VENDOR'S FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER. NOTE: INVOICE INFORMATION MUST BE IN ACCORDANCE WITH THAT CONTAINED ON PURCHASE ORDER. FAILURE TO COMPLY WITH THE FOREGOING WILL RESULT IN THE INVOICE BEING REJECTED FOR PAYMENT.

**PURCHASE ORDER
STATE OF MARYLAND****PURCHASE ORDER NO:** K00P3600363**PRINT DATE:** 08/15/22**PAGE:** 02**SUMMARY ACCOUNTING INFORMATION (STATE OF MARYLAND USE ONLY)**

<u>SF</u>	<u>AGY YR</u>	<u>INDEX</u>	<u>PCA</u>	<u>OBJECT</u>	<u>AOBJ</u>	<u>GRANT/PH</u>	<u>PROJ/PH</u>	<u>AG1</u>	<u>AG2</u>	<u>AMOUNT / %</u>
01	K00	23	NA85E	0819						5,000.00

TOTAL ENCUMBRANCE:										5,000.00



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 Young, P.E. - Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *P.G.T.*
RE: Tax Credit
DATE: August 26, 2022

I would like to request the County Commissioners authorize 100% tax credits totaling \$12,272.79 for the three Ocean City Chamber of Commerce properties attached pursuant to Section 9-325 of the Tax Property Code. Included with this request is a copy of the letter from the Chamber requesting the credit.

If you have any questions or require any other follow-up, please do not hesitate to contact me.



July 20, 2022

Worcester County Board of County Commissioners
Joseph Mitrecic, President
Room 1103 – Government Center
One West Market Street
Snow Hill, Maryland 21863

Dear President Mitrecic:

We are in receipt of our property tax bills for 2022-2023, copies of which are enclosed for your convenience. I would like to request that the Board of County Commissioners grant property tax credits for the Greater Ocean City Chamber of Commerce for account numbers 10-012139, 10-011108, and 10-012147 pursuant to Tax-Property Article §9-325(a)(5) and reissue adjusted bills if necessary.

If you have any questions or require any additional information, please feel free to contact me at 410-430-1541. Thank you for your assistance in this matter.

Sincerely,

Bob Thompson
President
Greater Ocean City, MD Chamber of Commerce
Board of Directors

**DETACH AND KEEP THIS PORTION****ITEM 5**Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012139	2022	07/01/22-06/30/23	3471 / 564	State Real Property	1,155,600	.112000	1,294.27
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	County Real Property	1,155,600
0026	0006	0392	27535	07/01/22			9,764.82
CONSTANT YIELD RATE INFORMATION		COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$.8450 - \$.8294 = \$.0156			PRIOR YEAR TAXES DUE		
					TAX SALE		
TOTAL TAXES							11,059.09
PROPERTY DESCRIPTION							
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR							



P 1 * 00031/00010401 *****AUTO**5-DIGIT 21872
 OCEAN CITY MARYLAND CHAMBER OF
 COMMERCE INC
 12320 OCEAN GTWY
 OCEAN CITY MD 21842-9688

MAKE CHECK PAYABLE TO WORCESTER COUNTY
 P.O. BOX 64390
 BALTIMORE, MD 21264-4390

**ENCLOSE THIS PORTION WITH
 ANNUAL PAYMENT**

(410) 632-0686 Ext. 3

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012139	2022	27535	07/01/2022	Jul	-48.82	11,010.27
PARCEL A 15965 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD	IF CHECKED CALL (410) 632-0686 EXT. 3	Aug	0.00
			07/01/22 - 06/30/23		Sep	0.00
				PRIOR YEAR TAXES DUE	Oct	55.29
				TAX SALE	Nov	110.59
					Dec	165.88
					Jan	276.48
					Feb	387.07
MAIL WITH FULL ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF
 COMMERCE INC
 12320 OCEAN GATEWAY
 OCEAN CITY, MD 21842

02402082022200027535400011010279

DETACH AND KEEP THIS PORTION

Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10012147	2022	07/01/22 - 06/30/23	546 / 40	State Real Property	13,300	.112000	14.90
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3		
0026	0006	0392	27536	07/01/22			
CONSTANT YIELD RATE INFORMATION		COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$.8450 - \$.8294 = \$.0156			PRIOR YEAR TAXES DUE		
					TAX SALE		
TOTAL TAXES							127.29
PROPERTY DESCRIPTION							
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR							



P 1 * 00031/ 00010402 *****AUTO**5-DIGIT 21872
OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GTWY
OCEAN CITY MD 21842-9688

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH
ANNUAL PAYMENT

(410) 632-0686 Ext. 3

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT
10012147	2022	27536	07/01/2022	Jul	-0.56	126.73
PARCEL B 833 SQ FT LANDS OF OCEAN CITY CHAM OF COMMERCE PR SUR			LEVY PERIOD	Aug	0.00	127.29
			07/01/22 - 06/30/23	Sep	0.00	127.29
			PRIOR YEAR TAXES DUE	Oct	0.63	127.92
			TAX SALE	Nov	1.27	128.56
				Dec	1.91	129.20
				Jan	3.18	130.47
				Feb	4.45	131.74
MAIL WITH FULL ANNUAL PAYMENT						

Payment Enclosed

OCEAN CITY MD CHAMBER OF
COMMERCE INC THE
12320 OCEAN GATEWAY
OCEAN CITY, MD 21842

02402082022200027536200000126730

**DETACH AND KEEP THIS PORTION****ITEM 5**Worcester County
Office of the Treasurer

Principal Residence or Commercial

(410) 632-0686 Ext. 3

PROPERTY ID			BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
10011108			2022	07/01/22 – 06/30/23	6234 / 329	State Real Property	283,500	.112000	317.52
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	County Real Property	283,500	.845000	2,395.58
0026	0006	0392	27453	07/01/22			PRIOR YEAR TAXES DUE		
CONSTANT YIELD RATE INFORMATION		COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$.8450 - \$.8294 = \$.0156				TAX SALE			

TOTAL TAXES 2,713.10



P 1 * 00031/ 00010377 *****AUTO**5-DIGIT 21872
 OCEAN CITY MARYLAND CHAMBER OF COM
 12320 OCEAN GTWY
 OCEAN CITY MD 21842-9688

PROPERTY DESCRIPTION

LOTS 1 37 38 39 40
 S SIDE R-50
 PL C LEWIS FARM

MAKE CHECK PAYABLE TO WORCESTER COUNTY
 P.O. BOX 64390
 BALTIMORE, MD 21264-4390

**ENCLOSE THIS PORTION WITH
ANNUAL PAYMENT**

(410) 632-0686 Ext. 3

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF PAID IN	DISC/INT	PAY THIS AMOUNT	
10011108	2022	27453	07/01/2022	Jul	-11.98	2,701.12	
LOTS 1 37 38 39 40 S SIDE R-50 PL C LEWIS FARM		LEVY PERIOD	IF CHECKED CALL	Aug	0.00	2,713.10	
			(410) 632-0686 EXT. 3	Sep	0.00	2,713.10	
		07/01/22 - 06/30/23		PRIOR YEAR	Oct	13.57	2,726.67
				TAXES DUE	Nov	27.14	2,740.24
				TAX	Dec	40.69	2,753.79
				SALE	Jan	67.83	2,780.93
					Feb	94.97	2,808.07
				MAIL WITH FULL ANNUAL PAYMENT			

Payment Enclosed

OCEAN CITY MARYLAND CHAMBER OF COM

12320 OCEAN GATEWAY
 OCEAN CITY, MD 21842

02402082022200027453000002701126



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: Critical Area Commission – Local Program
Annual Grant Agreement

Date: 8/29/22

I am pleased to transmit a copy of our FY 2023 Critical Area Grant Agreement between Worcester County and the State Critical Area Commission for our 2023 operational funding from the Commission. This is an annual reoccurring grant that provides us with limited funding for the administration of our Atlantic and Coastal Bays Critical Area Programs.

The grant requires us to do no additional work over and above the exemplary work staff performs on a daily basis to administer the program. Funding for the upcoming fiscal year is in the amount of \$9,000 which represents only a very small portion of our actual program cost. The state has again attempted to reduce the level of reimbursement, but we have persevered in retaining this modest grant with the help of CAC staff. I respectfully recommend that the County Commissioners authorize Weston Young to execute the documents where indicated so that we may claim our funds.

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

Attachments

cc: David Bradford, Deputy Director
Jenelle Gerthoffer, Natural Resources Administrator



Worcester County
Department of Environmental Programs
Natural Resources Division

Memorandum

To: Robert J. Mitchell, Director

From: Jenelle Gerthoffer, Natural Resources Administrator *JG*

Subject: Critical Area Commission Grant Agreement for Fiscal Year 2023

Date: August 17, 2022

Attached is a copy of the Critical Area Commission Grant-In-Aid Program Agreement for Fiscal Year 2023. The agreement is provided for review and approval by the Worcester County Commissioners; therefore, I am requesting that this item be placed on the agenda for the next County Commissioners meeting. The 2023 Scope of Work and Budget have also been supplied for reference.

Each year, Natural Resources' notifies the Commission that grant assistance funding could be used to assist in the implementation of the local Critical Area Programs. By signing this agreement, Environmental Programs/Natural Resources will receive \$9,000 in funding to be used for the purpose of assisting with the responsibilities in overseeing the local Chesapeake Bay and Coastal Bay Critical Area Programs. It should be noted that the grant amount is the same as last year's grant.

Should you have any questions or concerns, you can reach me at extension 1147. Thank you.

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor



Charles C. Deegan
Chairman

Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

**FY 2023 GRANT PROGRAM
GRANT AGREEMENT#: K00P3600108**

THIS GRANT AGREEMENT, entered into this 1st day of July 2022,
by and between

**STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
Critical Area Commission for the Chesapeake and Atlantic Coastal Bays**
Hereinafter ("Critical Area Commission"),

And

Worcester County, MD
Worcester County
One West Market Street
Room 1306
Snow Hill, MD 21863

Hereinafter ("Grantee")

WHEREAS funding has been appropriated by the General Assembly to the Critical Area Commission for Fiscal Year 2023, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, Md. Code Ann., Natural Resources II, §8-1801 *et seq.*, (2012 Repl. Vol. as amended) ("the Act"); and

WHEREAS the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 *et seq.* ("Criteria"); and

WHEREAS, the Grantee has notified the Critical Area Commission that it needs grant assistance funding to implement its Critical Area Program; and

WHEREAS, the Commission has determined such grant assistance shall be provided to Grantee because Grantee has agreed to comply with the provisions contained herein.

NOW, THEREFORE, in consideration for the receipt of a **Grant for the fiscal year 2023 (July 1, 2022- June 30, 2023) in the amount of Nine Thousand Dollars (\$9,000) (“Grant”)**.

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its local Critical Area Program any amendments to the Act and the Criteria which have been approved by the General Assembly, but are not yet reflected in the Grantee’s Program, by proposing a Program Amendment or Refinement, as applicable, subject to review and approval by the Critical Area Commission. Notwithstanding any provision, or lack of provision in Grantees’ local Critical Area Program, Grantee shall implement all provisions of the Act as provided in Md. Code, Ann., Natural Resources II § 8-1808(c)(1).
2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the Critical Area Commission and shall expire on June 30, 2023. This Grant Agreement may be amended only with the written approval of the Critical Area Commission, and this Grant Agreement may be amended only by a writing signed by both Parties.
4. The Commission shall reimburse the Grantee for expenses authorized under the Grant upon the Grantee’s submission of **two (2) Progress status reports and one (1) invoice**. (Refer to pages 1-3), Article V of Appendix A – FY23 “Scope of Work and Funding Guide Local Governments”, incorporated herein by reference, for minimum requirements to be included in the status reports and the invoice.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Critical Area Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached “FY 2023 Semi Annual Report Scope Outline” attached as Appendix B is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. Appendix C -"Department of Natural Resources - General Conditions for Critical Area Commission Grant-In-Aid Program – (Rev. 4/17)” is hereby incorporated into and made an integral part of this Grant Agreement.
8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure,

identified in the Appendix C - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by the Maryland Department of Natural Resources, Critical Area Commission, must contain the following statement on the cover page or first page:

“This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays. The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources.”

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:
 - i. Data and products collected, manipulated, or directly purchased, using funding provided under this Grant Agreement shall become the property of the CAC.
 - ii. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC's use of such data.
- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this Grant Agreement utilizing funds administered by CAC, or another grant source, through match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, incorporated herein by reference, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.
- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Administrator, with media and format specifications as

determined on a case-by-case basis by the grant coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.

- D. All deliverables required by this Grant Agreement will be submitted directly to the Grant Administrator at the Critical Area Commission, including **two (2) Progress status reports and one (1) Invoice at the end of the project**, which shall be submitted in electronic format. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted in electronic format. Please email Reports and Invoice to: **cacgrants.dnr@maryland.gov**

The reports must document progress made toward the achievement of the above stated goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate.

Two (2) Project Status Reports and One (1) Invoice are due for this contract.
Both Reports and Invoice should be emailed to: **cacgrants.dnr@maryland.gov**

Important Contract Due Dates:

<u>July 1, 2022</u>	<u>Fiscal Year 2023 Grant Year Begins</u>
<u>January 15, 2023</u>	<u>1st Progress Report Due</u> (Work completed July 1, 2022-December 31, 2023)
<u>May 15, 2023</u>	<u>Final Invoice Due to Commission for payment</u>
<u>June 30, 2023</u>	<u>Fiscal Year 2023 Grant Year Ends</u>
<u>July 15, 2023</u>	<u>2nd/Final Report Due</u> (Work completed January 1, 2023 – June 30, 2023)

10. The Critical Area Commission retains the right to audit and inspect the records of the Grantee pertaining to this Grant Agreement for a period of 3 years after the conclusion of the Grant. Should the Critical Area Commission determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.
11. The Parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The Parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

Electronic Signatures -This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee for: (Grantee Name)

GRANTEE WITNESS

Weston S. Young, Chief
Administrative Officer
Worcester County

Signatory for the Commission:

COMMISSION WITNESS

Katherine Charbonneau, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

Signatory for Procurement Division:

DNR WITNESS

Raelene Glasgow, MBA, CMPO
Associate Director, DNR Procurement

Approved as to form and legal sufficiency
on this _____ day of _____, 2022.

Talley H-S. Kovacs
Assistant Attorney General
Office of the Attorney General
MD Department of Natural Resources

APPENDIX A**CRITICAL AREA COMMISSION FOR THE CHESAPEAKE
AND ATLANTIC COASTAL BAYS****SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS****I. PURPOSE**

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

Questions or inquiries about the agreement for funding should be directed to the Grant Administrator: cacgrants.dnr@maryland.gov

The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 21401.

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit **two (2) activity reports and one (1) invoice** to the **Grant Administrator** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment. In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the Commission before the billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary**

forms, expense accounts, time sheets or any other support documents provided to the Commission.

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices <u>with</u> receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the grant time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

<u>Category</u>	<u>Description</u>
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	<p>In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related.</p> <p>If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.</p> <p>TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.</p> <p>VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u> be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of</p>

insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.

Consultants/Legal*

Work to be performed by outside consultants, contractors, or lawyers, for which a “contractual agreement” is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted **with two (2) progress reports and one (1) invoice.**

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under “PERSONNEL AND BENEFITS,” and not as a contractor under “CONSULTANTS/ LEGAL.”

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits:

Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in **FY 2023 shall be from July 1, 2022 through June 30, 2023.** This contract period ends on June 30, 2023 unless there is a "No-Cost Extension" granted by the Commission. **All unspent monies will revert back to the Commission after June 30, 2023.**

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the Grant Administrator at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and

2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: 1) justification for extension; and 2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the Grant Administrator no later than May 15th. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 15th.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2023. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st.

X. STATUS REPORTS

Two (2) Status reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Grant Administrator at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Due Dates**January 15, 2023****May 15, 2023****July 15, 2023****Reporting Time Frame****Progress Status Report for Work completed
July 1, 2022 – December 31, 2022 (No Invoice)****Final Invoice Due****Final Status Report Due for work
completed January 1, 2023 – June 30, 2023**

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Grant Administrator at the Commission and written approval provided, before they can be included in the annual report. An electronic copy of the annual report shall be submitted to the Grant Administrator at the Commission.

XI. INVOICE

The Invoice must be submitted on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. The Invoice must be submitted to the Grant Administrator at the Commission electronically on an **Annual basis** and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit **One (1) electronic invoice**, detailed expenditure sheet, support documents. **Annual Invoice should be submitted to the Commission for payment on May 15, 2023.**

An Invoice dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – “Guidelines for Proper Invoicing” for valid types of documentation.

XII. WORK PRODUCTS

1. **Two (2) Status reports and One (1) Invoice are required**, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Artic Property.

APPENDIX B**DEPARTMENT OF NATURAL RESOURCES**

GENERAL CONDITIONS FOR
CRITICAL AREA COMMISSION FOR THE CHESAPEAKE
AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM
(REV. 04/16)

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to agreements exempt from the requirements of State Finance and Procurement Article, §11-101 *et seq.* of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

- A. "Basic Agreement" means the executed document to which the general conditions contained herein are appended or incorporated.

- B. "Agreement" means the agreement between the Critical Area Commission of the Department, defined herein, and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.

- C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.

- E. "Grantee" means the State agency, political subdivision or local government entity obligated to perform services for the Critical Area Commission under this Agreement.

- F. "Department" means the Maryland Department of Natural Resources. When used herein, the Department includes the Critical Area Commission defined below.

- G. "Critical Area Commission" means the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays in the Department.

ARTICLE II - THE PARTIES

A. Independent Entity - The Grantee is not an employee of the Department but is an independent entity. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement, and for withholding any taxes and social security payments due in relation to the Agreement. The Grantee is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Service - Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the Agreement. If no representative is named, then the person executing the Agreement for a party shall be the representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and works pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

H. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

I. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Grantee may retain copies for its files. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright, trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.

The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the Agreement, the Grantee shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Grantee agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) 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.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department

hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations

- of the parties shall be construed and enforced accordingly.
- B. This agreement embodies that whole agreement of the Parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.
- C. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency
By: DNR Office of the Attorney General
Department of Natural Resources
May 2022



**WORCESTER COUNTY
FISCAL YEAR 2023
SCOPE OF WORK FOR
CRITICAL AREA PROGRAM FUNDING**

TASK 1: Review development projects located in the Critical Area to ensure compliance with local Critical Area Programs.

Activities	Time Line	Responsible Entity	Deliverables
1. Review projects.	Ongoing	Local Govt.	The Natural Resources Planner will review permits, site plans, subdivision plats, agendas for various monthly board meetings, and provide comments to ensure compliance with the Critical Area regulations.
2. Oversee approval process.	Ongoing	Local Govt.	The Planner will prepare staff reports. They will attend the following meetings: Technical Review Committee, Planning Commission, Board of Zoning Appeals, and Shoreline Commission. In accordance with COMAR, applicable projects will be forwarded to the Critical Area Commission (CAC) for review and comments.
3. Provide technical assistance.	Ongoing	Local Govt.	A monthly building permit log is maintained for all permits issued in the Critical Area. A summary sheet is maintained for Critical Area

			variance requests. Quarterly reports are submitted to the CAC.
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TASK 2: Review, update, develop, and implement changes to and incorporate new legislation into local Critical Area Programs through zoning ordinances, subdivision regulations, comprehensive plans, maps, and policies.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review the proposed changes to the Zoning and Subdivision Control Article, based on the Comprehensive Plan being implemented, for consistency with the Critical Area Ordinance.
2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will work with Administrators to develop new ordinance language, regulations, plans and policies, to implement changes set forth in State Legislative Bills.
3. Adopt new legislation.	Ongoing	Local Govt.	Prepare Resolution(s) for revisions or additions to existing Ordinance, which incorporates State legislation.

TASK 3: Comprehensively review local programs as mandated by the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Review existing ordinances, regulations, plans, and policies.	Ongoing	Local Govt.	Planner will review local program and maintain comments and office policies for consistency with State legislation.

2. Develop new ordinance language, regulations, plans, and policies.	Ongoing	Local Govt.	Prepare Amendments and Refinements, as necessary, for new ordinance language, regulations, plans and policies.
3. Adopt new legislation.	Ongoing	Local Govt.	Implement new adopted legislation.

TASK 4: Provide for enforcement of local Critical Area regulations by performing site visits, responding to complaints, issuing citations and “Stop Work” orders, and following up on mitigation and remediation efforts.

Activities	Time Line	Responsible Entity	Deliverables
1. Respond to complaints and perform site visits.	Ongoing	Local Govt.	In response to complaints, Inspectors will perform site visits and maintain field reports, and pictures in project files. Provide on-site consultation. If a violation is cited, a violation log will be maintained.
2. Issue citations and “Stop Work” orders.	Ongoing	Local Govt.	If warranted, Inspectors will issue enforcement activity in the field (i.e. Stop Work Orders). Follow-up with certified letters and citations to properly owners pursuant to HB 1253 violation criteria.
3. Follow up on mitigation and remediation efforts.	Ongoing	Local Govt.	Inspectors and Planner will perform inspection to verify compliance with permit conditions or remediation efforts. Field reports will be prepared and maintained in project fields, Secure Planting Agreement and Bonds, Where applicable.

TASK 5: Provide general assistance to property owners within the Critical Area including explanation of regulations and discussion of development options on properties affected by the Critical Area regulations.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide assistance.	Ongoing	Local Govt.	Planner and Inspectors will provide assistance via telephone, email, regular mail, office meetings, and site visits as required or requested. Any relevant notes, surveys, and plans will be placed in the project files.

TASK 6: Educate the public about the Critical Area regulations through presentations to community groups, civic associations, business organizations, and schools. Develop brochures, publications, and displays that educate the public about the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Make presentations.	Ongoing	Local Govt.	Seminars are encouraged and conducted upon request.
2. Develop brochures, publications, information guides, and displays.	Ongoing	Local Govt.	Existing Information Brochures are reviewed and updated as needed to help assist and educate the public on Critical Area issues. Information is also available on-line in the Worcester County Government Website.

TASK 7: Coordinate Critical Area Program activities with other local, State, and federal agencies to facilitate effective implementation.

Activities	Time Line	Responsible Entity	Deliverables
1. Review and comment on Development proposals.	Ongoing	Local Govt.	Planner will provide CAC proposed applications for review and comments per COMAR. Also verify approvals from appropriate State and Federal agencies

			prior to issuance of local permits.
2. Develop, refine, and implement policies for interagency cooperation.	Ongoing	Local Govt.	Staff will continue to coordinate information with DNR and MDE, and prepare Memorandums of Understanding, if needed.
3. Share common problems and develop appropriate solutions.	Ongoing	Local Govt.	Attend quarterly MACO meetings for guidance. Attend Technical Review Committee monthly meetings and Wetlands Planners Group quarterly meetings. Also, arrange on-site meetings, when warranted.

TASK 8: Use fees-in-lieu or offset monies collected to promote the goals of the Critical Area Law.

Activities	Time Line	Responsible Entity	Deliverables
1. Plant riparian forest buffers.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for planting riparian buffers.
2. Implement an urban forestry program and plan.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for urban tree and landscape plantings.
3. Increase forest cover within the Critical Area.	Ongoing	Local Govt.	Utilization of funds for increasing forest cover within the Critical Area. Report activities to the CAC on annual reports.
4. Install new or improve existing storm water treatment facilities or Best Management Practices.	Ongoing	Local Govt.	Where appropriate and feasible, consider utilization of funds for improvement Best Management Practices.

TASK 9: Implement special conservation efforts that result in long-term protection of land within the Critical Area.

Activities	Time Line	Responsible Entity	Deliverables
1. Provide guidance, design recommendations, and information on conservation for habitat and water quality protection.	Ongoing	Local Govt.	Planner will work to implement long-term conservation easements and water quality protection measures.
2. Implement long-term protection of Critical Area lands.	Ongoing	Local Govt.	Planner will prepare Easements, as warranted, and review Deed Restriction and Covenants for Homeowner Association Documents.

TASK 10: Design and plan projects that promote public access to the water or public environmentally-oriented recreation or education.

Activities	Time Line	Responsible Entity	Deliverables
1. Design public water access.	Ongoing	Local Govt.	Planner will coordinate with Public Works Department on revitalization of existing public water access areas, pursuant to the goals and intent of the Ordinance.
2. Prepare plans for environmentally oriented recreation and/or education facilities.	Ongoing	Local Govt.	Planner will respond to requests for environmentally oriented recreation and/or education facilities.

V. GUIDELINES FOR PROPER INVOICING

Planner/Inspector shall submit two activity reports and one invoice to the Critical Area Commission. The invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work including a detailed expenditure sheet that identifies expenditures by budget category. Proof of payment will be provided in order for reimbursement.

In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, the Planner/Inspector may use the Salary Summary form to report salaries. In order to use this form, the Planner/Inspector will provide in writing to the Commission before the first billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant.

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc.

The following documentation for expenditures will be continued:

Category	Backup Documentation Needed
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. Hard copies of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.
Contractual Services	Copies of bills or invoices with receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services,

	and hourly rate for services. Description of services on detailed expenditure sheet.
Time period of support documentation should coincide with the billing time period.	

VI. ELIGIBLE EXPENDITURES

Planner/Inspector shall submit only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

Category	Description
Administrative Costs	Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).
Supplies & Materials	Operational expenditures such as: offices supplies, publications, printing, etc.
Travel/Conferences	<p>In-state conferences, workshops, seminars, training, or in state travel. In state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related. If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover <i>possible</i> expenditures, which <i>may</i> arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.</p> <p>TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.</p> <p>VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases <u>will not</u> be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other</p>

	maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.
Consultants/Legal*	Work to be performed by outside consultants, contractors, or lawyers, for which a "contractual agreement" is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted with the quarterly report and invoice.
*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under "PERSONNEL AND BENEFITS," and not as a contractor under "CONSULTANTS/ LEGAL." In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are <u>ineligible</u> for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.	
Salaries & Fringe Benefits:	Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.
Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.	

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

Planner/inspector will submit a detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the Grant Administrator at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in FY 2023 shall be from July 1, 2022 through June 30, 2023. Unless there is a "No-Cost Extension" granted by the Commission, all unspent monies will revert back to the Commission by June 30th of each year.

IX. AMENDMENTS

Staff will submit amendments to the Scope of Work in writing to the Fiscal Administrator, Irene Lamb. Amendments for task, budget or appropriation change will:

- 1) Include justification for the change; and
- 2) Provide a detailed description of the change.

Amendments for "No-Cost Extensions" will include:

- 1) Justification for extension; and
- 2) Detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted to the Commission in writing no later than March 1st. Requests for minor changes/amendments that include monetary change less than 10% and/or insignificant task changes may be submitted to the Commission in writing any time before May 1st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2023. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st. All associated **invoices and reports must be submitted by June 30, 2023 for the close of the grant.**

X. ANNUAL REPORTS

Annual reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the contract, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the Commission as to why tasks were not performed and/or as to why monies were not spent. A formal semi-annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the Fiscal Administrator, Irene Lamb at the Commission and written approval provided, before they can be included in the annual report.

An electronic copy of the annual report shall be submitted to the Fiscal Administrator, Irene Lamb.

XI. INVOICES

The Planner/Inspector will submit invoices on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. Invoices must be submitted to the Fiscal Administrator, Irene Lamb, electronically on an annual basis and include proper support documentation, of which the annual report is a part, in order to be considered valid submission. Please submit one electronic invoice, detailed expenditure sheet, support documents and annual activity report (one electronic copy of report as per instructions above).

Invoices dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

The final invoice must be provided to the Fiscal Administrator, Irene Lamb at the Commission no later than June 30, 2023 close of the State fiscal year.



**WORCESTER COUNTY
PROPOSED BUDGET FOR FISCAL YEAR 2023
SCOPE OF WORK
CRITICAL AREA PROGRAM FUNDING**

The proposed budget for this fiscal year is comprised solely of salaries for certain positions necessary to administer the program. Additional items may be submitted in the future.

Classification	Hourly Rate & Fringe*	Total Hours	Salaries
Natural Resources Administrator	\$42.03	1000	\$ 43,030.00
Natural Resources Inspector II	\$47.46	1300	\$ 61,698.00
Natural Resources Specialist III	\$35.30	1700	\$ 60,010.00
Environmental Intern	\$13.25	200	\$ 2,650.00
		Total	\$166,388.00
Total Amount of FY2023 Grant to be utilized towards this budget			(\$9,000.00)
* 44.94% Fringe includes: Social Security/FICA, Pension, Medical Insurance, Long Term Disability, Life Insurance, Employee Assistance Program, Workman's Compensation, and Unemployment.			



WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

Working together for healthier communities!

August 31, 2022

TO: Joseph Parker, Deputy Chief Administrative Officer
FROM: Jessica Sexauer, Director *JS*
Local Behavioral Health Authority
SUBJECT: Fiscal Year 2022 Maryland Community Criminal Justice Treatment Program

The Worcester County Local Behavioral Health Authority is requesting to renew the Maryland Community Criminal Justice Treatment Program Memorandum of Understanding between the Worcester County Local Behavioral Health Authority, an agency of the Worcester County Health Department and the Worcester County Jail for FY2023. This MOU supports a portion of mental health services offered to inmates in need.

The amount of funds available in FY2022 to support mental health care needs in the jail is \$22,000. There have been no substantial changes to this MOU from previous fiscal years. There are three copies for signature. One copy for the County, one copy for the Worcester County Jail, and one copy to be returned to the Worcester County Local Behavioral Health Authority.

Thank you for your time and consideration.

cc: Weston Young
cc: Roscoe Leslie

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

THIS AGREEMENT is made this twentieth day of September, 2022 by and between Worcester County Local Behavioral Health Authority, a public authority of the State of Maryland, hereinafter called the LBHA, and County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail, hereinafter called the Grantee, located at 5022 Joyner Road, Snow Hill, MD 21863, for the purpose of providing services under the Maryland Community Criminal Justice Treatment Program. THIS IS A COST REIMBURSEMENT CONTRACT.

1 GENERAL CONDITIONS

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

1.1 Reporting and Evaluation

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

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

1.2 Inspection of Premises

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

1.3 Confidentiality

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

1.4 Laws to be Observed

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

1.5 Licensure Requirements

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

Where licensure/certification are required for the provision of services, the Grantee will, in performing the services include documentation for this Agreement of all necessary licenses/certifications.

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

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

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

1.7 Prohibition of Sexual Harassment

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

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

1.8 Drug Free Work Place

The Grantee certifies that it will provide a drug free workplace in accordance with the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) above, that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (4) (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working. Notice shall include the identification number of affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such an employee to participate satisfactorily in a drug abuse **assistance** or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate **agency**;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

1.9 Non-Hiring of State or County Employees

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

1.10 Payment/Request for Funds

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

In the event the contract is awarded after the start of a quarter, the request for payment shall be based on the prorated remaining time of the quarter.

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

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

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

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

1.11.2 Maintenance of Services Records

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

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

1.11.3 Maintenance of records for non-expendable property

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

1.11.4 Access to records

The Grantee shall permit duly authorized representatives of the State of Maryland and the LBHA, at any reasonable time, the right of access to any records or documents of the Grantee, its subcontractors, or assignees which are pertinent to the services to be provided by the Grantee under this Agreement in order to make audit, examination, excerpts, and transcripts. The rights of access under this section shall not be limited to the required maintenance of records period set forth in the above section but shall last as long as the records and documents are maintained by the Grantee, its subcontractors, or assignees.

1.11.5 Rights in data

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

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

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

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

1.11.6 Publications

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

1.11.7 Audit or Examination Discoveries

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

1.12 Unexpended Funds

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

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

1.13 Insurance

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

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

The State of Maryland shall not be liable for any injuries to the employees, agents or assignees of the Grantee arising out of or during the course of employment relating to this Grant.

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

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

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

Bodily Injury or Death:	\$250,000 each person
	\$500,000 each occurrence

Property Damage:	\$200,000 each person
	\$500,000 each occurrence

Professional Liability:	\$200,000 per claim/person
	\$500,000 each occurrence

1.14 Contract/Grant Modifications

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

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

1.15 Grant Renewal

This Agreement shall be effective for the time period commencing on July 1, 2022 and ending on June 30, 2023 of the same fiscal year, unless otherwise agreed upon in writing. If funds are not appropriated or otherwise not made available to support continuation in any fiscal or calendar year the State of Maryland shall have the right to terminate this Grant and the Grantee is not entitled to recover any cost not incurred prior to termination.

1.16 Equipment

All expenditures from these grant funds shall be allowable under and in accordance with the DHMH/MDH Human Services Agreement Manual. When the contractor discontinues providing services described in the Attachment – I, Scope of Services, all equipment purchased through this contract will be returned to the Worcester County Health Department Local Behavioral Health Authority.

1.17 Termination of Grant

If the State of Maryland terminates this Grant for any of the aforementioned reasons, the State of Maryland will perform a final monitoring of the contract. Any money obligated under the Agreement (even if drawn down) but not needed to meet obligations incurred to the date of termination and in accordance with the approved budget, will be returned to the LBHA.

1.18 Submission of Program Reports

The Grantee shall submit to the LBHA quarterly expenditure and programmatic reports and an accumulative program report for the twelve (12) month period (July 1, 2022 through June 30, 2023). Reports submitted by the Grantee to the LBHA shall be conducted in compliance with a generally accepted reporting standard and as described in Attachment I of this Agreement. Failure to comply with this requirement could result in non-payment, which could lead to the termination of the Grant or consideration of renewal.

1.19 Submission of the Audit Report

The Grantee shall submit to the LBHA a completed report for Fiscal Year 2023 by January 31, 2023. The Grantee shall provide an annual certified financial audit report conducted by an independent accounting firm. Additionally, if the Grantee receives Federal Grant Funds, the Grantee must submit a compliance audit in accordance with the Single Audit Act of 1984, which is incorporated into this Agreement by reference. Failure to comply with these requirements shall result in termination of the Agreement.

1.20 Sub-Letting of Agreement

It is mutually understood and agreed that Grantee shall not assign, transfer, convey, sublet or otherwise dispose of his Agreement or his right, title or interest therein, or his power to execute such Agreement, to any other person, firm, or corporation, without the previous written consent of the LBHA, but in no case shall such consent relieve the Grantee from his obligations, or change the terms of the Agreement.

2 SCOPE OF SERVICES

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

3 COMPENSATION

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

4 TERM

The initial term of this Agreement shall be the time period beginning on July 1, 2022 and ending on June 30, 2023.

5 TERMINATION

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

5.1 Termination for Insufficient Funds

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

5.2 Termination for Default

If the Grantee fails to fulfill his/her obligations under this Agreement properly

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

5.3 Termination for Convenience

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

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

5.4 Breach

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

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

6 INDEMNIFICATION

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

7 INCLUSION OF ENTIRE AGREEMENT

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

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

8 NOTICES

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

9 LAW GOVERNING AGREEMENT

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

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

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

FOR WORCESTER COUNTY HEALTH DEPARTMENT

WITNESS: _____ BY: _____
(Signature) (Date)
Rebecca L. Jones, R.N., B.S.N., M.S.N.
(Type Name)
Health Officer
(Title)

FOR WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

WITNESS: _____ BY: _____
(Signature) (Date)
Jessica Sexauer, L.M.S.W
(Type Name)
Director
(Title)

FOR COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS: _____ BY: _____
(Signature) (Date)
Joseph M. Mitrecic
(Type Name)
President
(Title)

FOR WORCESTER COUNTY JAIL

WITNESS: _____ BY: _____
(Signature) (Date)
Fulton Holland
(Type Name)
Warden
(Title)

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

Report Date: _____

Provider: Worcester County Jail

Monitor: Worcester County Local Behavioral Health Authority

Contract Purpose: Maryland Community Criminal Justice Treatment Program

Contracting Period: FY 2023

(6/23/2022)

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
1. The WORCESTER COUNTY JAIL shall provide services to individuals in the criminal justice system diagnosed with a serious mental illness and are at risk for re-institutionalization. Included are those individuals who are in the Jail and are awaiting trial, incarcerated, or in need of reentry services. A serious mental illness (SMI) is defined as having a mental, behavioral, or emotional disorder that meets criteria in the DSM-V and that results in functional impairment that substantially interferes with or limits one or more major life activities. The WORCESTER COUNTY JAIL shall screen individuals in the jail not already in mental health treatment for mental health problems.	Review quarterly reports Review client records	Quarterly Annually, not later than July 15, 2023		
2. The WORCESTER COUNTY JAIL shall assess individuals in the jail not already in mental health treatment for mental health treatment.	Review quarterly reports Review client records	Quarterly Annually, not later than July 15, 2023		
3. The WORCESTER COUNTY JAIL shall identify individuals in the jail who have serious mental illness. For the sole purpose of jail-based mental health treatment, an individual charged as an adult who meets the criteria for a SMI, except for age, is eligible for treatment.	Review quarterly reports Review client records	Quarterly Annually, not later than July 15, 2023		

ITEM 7

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
4. The WORCESTER COUNTY JAIL shall assure the delivery of mental health and case management services to individuals in the jail diagnosed with a serious mental illness and are at risk for re-institutionalization.	Review quarterly reports Review client records	Quarterly Annually, not later than July 15, 2023		
5. The WORCESTER COUNTY JAIL shall employ or contract for the services of a licensed mental health professional for a minimum of 10 hours a week (520 hours per year).	Review documentation accompanying quarterly invoices	Quarterly		
6. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall explore using the Data Link system to aid in the identification of individuals connected with Maryland's Public Behavioral Health System.	Review personnel/ HR records	Annually, not later than July 15, 2023		
7. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide mental health screening for individuals not otherwise in treatment, using a screening instrument approved by the Local Behavioral Health Authority.	Review client records	Annually, not later than July 15, 2023		
8. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide mental health assessment for individuals not otherwise in treatment, using an assessment instrument approved by the Local Behavioral Health Authority.	Review client records	Annually, not later than July 15, 2023		
9. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide individual or group therapy sessions when indicated, i.e. as an adjunct to existing mental health treatment or while an individual is waiting to access mental health treatment.	Review quarterly reports	Quarterly		

ITEM 7

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
10. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide short-term crisis intervention.	Review quarterly reports	Quarterly		
11. The licensed mental health professional employed or contracted by the WORCESTER COUNTY JAIL shall conduct and/or provide referral, linkage, and coordination of community support services during incarceration and in preparation for release	Review quarterly reports	Quarterly		
12. The WORCESTER COUNTY JAIL shall provide appropriate mental health services to a minimum of 80 inmates.	Review quarterly reports Review client records	Quarterly Annually, not later than July 15, 2023		
13. The WORCESTER COUNTY JAIL shall submit quarterly reports to the LBHA, which will in turn submit to the Division of Special Populations, as required by BHA.	Review quarterly reports	Quarterly, on the fifteenth of the month due		
14. The WORCESTER COUNTY JAIL shall ensure the education of Jail staff members, community mental health providers, and involved agencies to the needs of this population to include training in effective methods for working with identified individuals.	Review training curriculum Review attendee lists Review training evaluation forms	Annually, not later than July 15, 2023		
15. The WORCESTER COUNTY JAIL shall employ or contract for the services of a Maryland licensed psychiatrist and/or Maryland licensed Certified Registered Nurse Practitioner –Psychiatric Mental Health (CRNP-PMH) for a minimum of 2-4 hours a week to provide psychiatric treatment including: a. Psychiatric assessment and treatment plan b. Medication management excluding the purchase of medication shall be provided per treatment plan c. Provide 24 hour on-call psychiatric consultation for 52 weeks as needed during emergencies as determined by the Jail.	Review documentation accompanying quarterly invoices Review client records	Quarterly Annually, not later than July 15, 2023		

ITEM 7

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
16. A representative from the WORCESTER COUNTY JAIL shall be an active participant on the local mental health advisory committee, which will meet a minimum of four times per year	Review the local mental health advisory committee meeting sign-in sheets and/or minutes. [The Local Behavioral Health Authority will maintain copies of the sign-in sheets and minutes.]	Annually, not later than July 15, 2023		
17. A representative employed by or contracted by the WORCESTER COUNTY JAIL shall participate in quarterly MCCJTP meetings as scheduled by the Behavioral Health Administration	Local Behavioral Health Authority to attend and invite provider representative as appropriate	Quarterly or as scheduled by BHA		
18. The WORCESTER COUNTY JAIL shall have a protocol for complaints filed by or on behalf of a consumer, in accordance with COMAR 10.21.17.16. The WORCESTER COUNTY JAIL is required to report to the LBHA any complaints received and their resolution on a periodic basis.	Review of Policies and Procedures. Examination of prominent display in accessible centralized location of the written description of the grievance procedure. Review of grievance reports filed with LBHA.	Annually, not later than July 15, 2023		
19. The WORCESTER COUNTY JAIL shall submit an annual report, by July 15, 2023.	Review annual report	July 15, 2023		

Agency Representative(s)

Date

LBHA Program Monitor

Date

LBHA Director

Date

Attachment – II COMPENSATION

Amount of Grant. The value of this grant is not to exceed \$22,000 in total direct costs for the fiscal year, commencing July 1, 2022 and ending June 30, 2023. THIS IS A COST REIMBURSEMENT CONTRACT.

Payment Terms.

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

This invoice shall conform to State Standards and at minimum:

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

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

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

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

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

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

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

Payment is contingent upon availability of funding.

Initials _____

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E. – Chief Administrative Officer
 Joseph Parker, - Deputy Chief Administrative Officer
 FROM: Dallas Baker Jr., P.E. – Director *Dallas Baker Jr*
 DATE: August 29, 2022
 SUBJECT: Funding Request - Edgewater Acres Storage & Lab Building Roof Replacement

Public Works is requesting Commissioner approval for a \$8,500 intergovernmental loan from the General Fund to the Edgewater Acres Sewer District to replace the roof of the Edgewater Acres Storage & Lab Building. The building's roof is well beyond its useful life with multiple leaks and missing shingles that need to be addressed. This building is used by Public Works staff for laboratory testing for potable water that is required by MDE on a monthly basis. Additionally, the building is used for water and sewer materials storage for repairs that may be needed in the Edgewater Acres Service Area. It is critical that the roof of this building is replaced so that these operations can continue safely.

Public Works has received 3 quotes for the roof replacement as outlined below:

Vendor	Price
Chesapeake Roofing	\$8,250
Peninsula Roofing Company	\$8,480
Spicer Bros.	\$12,014

The \$8,500 requested covers the replacement of the roof (\$8,250 – Chesapeake Roofing) and allows for \$250 in funds to cover any rotted and defective woodwork that may need to be replaced during construction.

A draft promissory note, based on previous intergovernmental loans, is attached. The interest, term length, and dates have been provided by the Treasurer's Office.

Please let me know if there are any questions.

Attachments

CC: Phil Thompson
 Jessica Wilson
 Barb Hitch
 Chris Clasing

DRAFT

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$8,500
Amount

Snow Hill, Maryland

8/29/2022

For value received, the undersigned, Edgewater Acres Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Eight Thousand and Five Hundred Dollars (\$8,500) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of One Point Two Five Percent (1.25%) per annum at the following time, and in the following amounts, which is to say:

The loan and accrued interest is due and payable as follows:

The loan is to cover the roof replacement of Edgewater Acres Storage and Lab Building. The loan shall be paid by in five years on September 30, 2027, in a lump sum payment known as a "balloon payment".

Interest on the loan shall be paid quarterly commencing on September 30, 2022.

The initial interest rate herein shall be reviewed and adjusted, if necessary, on January 1 and July 1 of each year that a balance on this Promissory Note is outstanding

ATTEST:

By: _____ (Seal)
Joseph Mitrecic
President



P.O. Box 676
 Berlin, MD 21811
 Office: 410-289-1115
 Fax: 410-641-1116

Name **Worcester County Wastewater**

Contact **Gary Serman**

Phone# **410-641-5251 ext. 2415**

Email **gserman@co.worcester.md.us**

Job At **13491 Madison Ave, Ocean City, MD 21842**

Approx.Start.Date

Approx.Compl.Date

All work to the above address:

1. Tear off existing roof down to roof deck and haul away all roofing debris.
2. Rotted and defective woodwork to be replaced at an additional cost of \$75.00 per sheet of 7/16 OSB or \$85.00 per sheet of 1/2" CDX (price is subject to change).
3. Install ice and water shield the eaves and valleys.
4. Install felt buster synthetic underlayment to the remainder of roof deck.
5. Install ProStarter shingles to roof edges.
6. Cover roof with GAF Timberline HDZ or Tamko Heritage shingles. Color match to existing.
7. All shingles to be applied with 1 1/4 in. gun nails. All shingles receive 6 nails per shingle.
8. All hips and ridges to be individual shingles, applied without exposed nails, in the Boston Hip Method.
9. Apply ODE drip edge on all roof edges.
10. Install vent pipe collars and PermaBoots to plumbing pipes.
11. Install ridge vent.

Price: \$8,250.00

12. The above work to be completed in a neat, workmanlike manner, all debris to be removed from the premises.
13. All labor on new roof is guaranteed for a period of 10 years.
14. All work to be completed in strict accordance with the above specifications. No work other than specified to be done.

All guarantees will be declared void if anyone other than contractor or his mechanics tamper with roofing. Contractor assumes no responsibility for interior damage caused from removal or reinstallation of the roof before work is completed so long as contractor acts in a reasonable and workmanlike manner and with reasonable care. Contractor is not responsible for antennas or wires, or the proper grading on roof decks. Contractor assumes no responsibility to damages to any a/c lines, electrical wiring, gas lines, etc that are improperly installed too close to the interior of roof deck. Any alteration or deviations from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimates. The customer hereby grants his contractor the right to check the customer's credit if the contractor deems it necessary. You may cancel this transaction without any penalty or obligation, within three business days from the date of this contract. Cancellation of this contract must be done in writing. Deposit payments are due upon contract signing or at the time of materials' delivery. Balance payments are due upon completion of contracted job. All contracts and guarantees are not transferable. Property owner is fully protected by our Workman's Compensation, Public Liability and Property Damage Insurance covering all jobs.

Accepted (customer) _____

Accepted *Gary Serman*

Date _____ MHIC# 95090

Date August 29, 2022



Peninsula Roofing Company
1209 N. Salisbury Blvd.
Salisbury, Maryland 21801
(410) 742-6163

July 25, 2022

Worcester County Public Works
1000 Shore Lane
Berlin, MD 21811
ATTN: Gary Serman

RE: Old Water Treatment plant

Dear Gary,

We propose to furnish the necessary labor, material, and equipment to perform the following work.

1. Remove the existing roofing materials down to the sheathing.
2. Install ice and water shield self-adhering rubberized membrane in all valleys.
3. Install synthetic underlayment over the remainder of the roof sheathing.
4. Install white aluminum drip edge metal on all roof edges.
5. Install Owens Corning Duration Limited Lifetime architectural shingles. These shingles have a 130 mph wind rating.
6. Install new flashing units on the plumbing vent pipes.
7. Clean up and haul away all job generated debris.
8. The cost of this work will be \$8,480.00
9. As an option, we will install ridge vent on the peaks of the roof and cover with manufacturer's capping shingles for an additional \$430.00
10. We will replace the missing vinyl soffit and aluminum fascia for \$610.00

The prices quoted include all labor, material, tax, clean up and associated landfill charges.

If deteriorated sheathing is uncovered, it will be replaced at the rate of \$70/sheet of 1/2" sheathing.

We guarantee our workmanship for the first two years and furnish the manufacturer's guarantee upon completion. Our workmanship warranty does not cover roof damages caused by storms.

Please let me know if you have any questions or if I can be of additional assistance.

Yours truly,

Laurie Nosworthy
Vice President

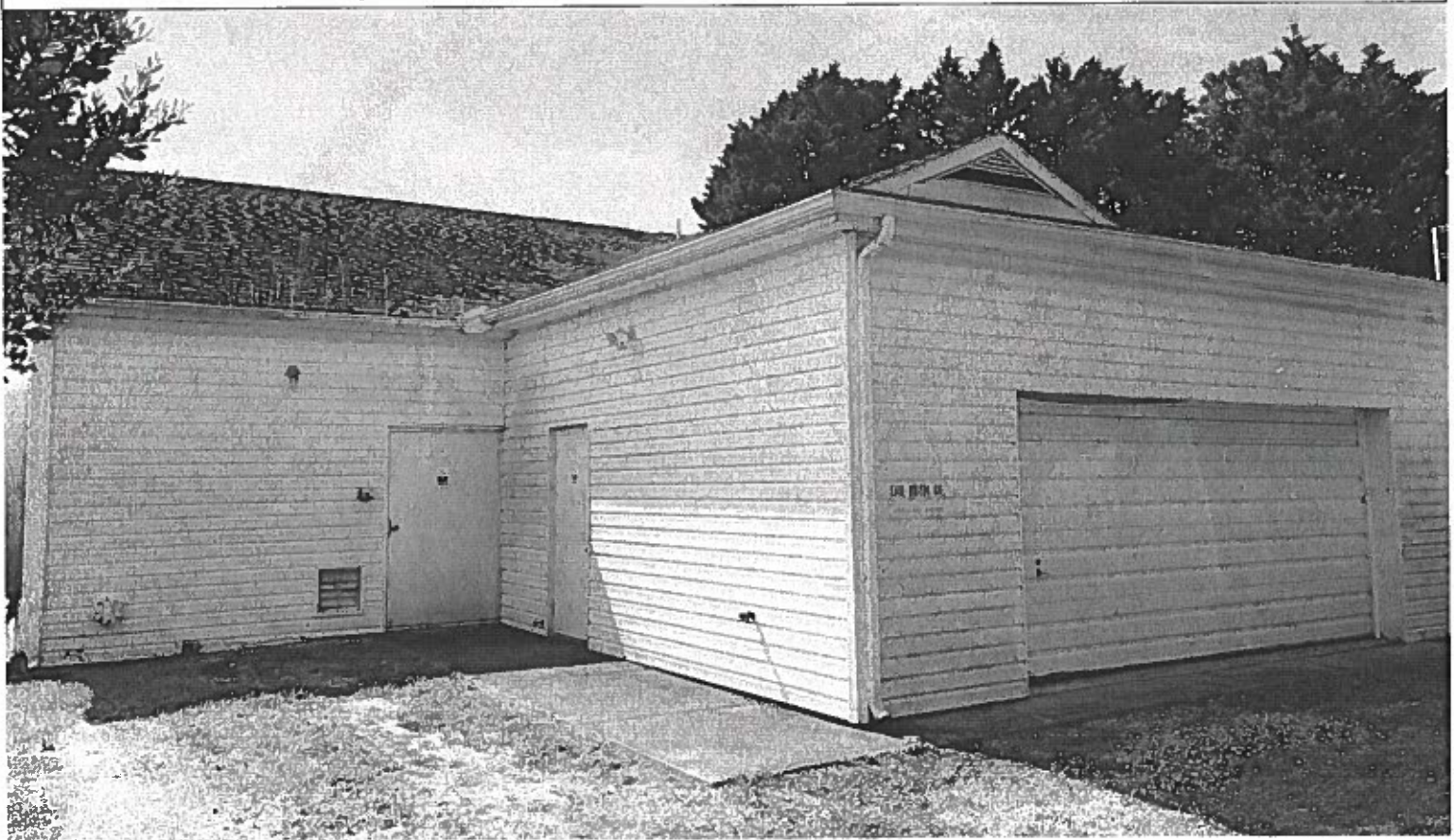


32221 Beaver Run Drive
Salisbury, MD 21804
Main Office (MD): 410.546.1190
DE Office: 302.703.6754
E-mail: www.SpicerBros.com


Prepared For: Serman, Gary
13501 Madison Avenue
Ocean City MD 21842

Locations INCLUDED in scope of work to be performed
Locations EXCLUDED in scope of work to be performed

Main structure
Any detached structure



In 2002, Spicer Bros. Construction began as a small roofing company in Salisbury, MD providing local residential and commercial customers with the products they needed to complete their roofing projects. With time, our company expanded to where we are now; your one stop shop for all exterior home renovation needs. As your one stop shop, we do more than just provide roofing in the Delmarva Peninsula and surrounding cities. We supply the professional expertise, products, and supplies to complete siding, gutters, additions, windows, doors, and a variety of other exterior home improvement projects. Through the entire process, you can always count on our friendly service.

	Shingle Style	GAF Timberline HDZ	Color	Hickory
--	----------------------	--------------------	--------------	---------

Roofing Accessories

One Layer Tear Off

Style

One Layer Tear Off



Roof install up to 9/12

Brand

GAF

Style

Timberline HDZ



Replace Wall Flashing

Brand

Step

Style

Wall Flashing



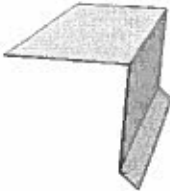
ODE Drip Edge

Brand

Berger

Style

ODE Drip Edge



Starter Shingles

Brand

GAF

Style

Pro-Start 120' bundle. Pro-Start® Eave/Rake Starter Strips are made with a high-quality, properly positioned adhesive applied at the factory to help prevent shingle blow-off. Plus, installers like that they're easy to use with no cutting on the roof, while homeowners feel good about the fact that they create less waste.



Ice & Water Barrier

Brand

Universal House Brand

Style

ice & water barrier



10 sq roll Underlayments



Brand

Universal

Style

Standard Synthetic

Hip & Ridge Caps



Brand

GAF

Style

TimberTex® Premium Ridge Cap Shingles offer excellent protection at high-stress areas of your roof (the hips and ridges). Its 12" (305 mm) wide design works with most ridge vents. TimberTex® Premium Ridge Cap Shingles are a key part of the GAF Lifetime Roofing System¹ and have earned the Good Housekeeping Seal.

4' Ridge Vent Sections



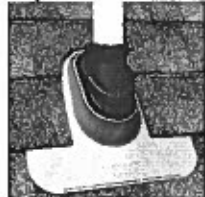
Brand

GAF

Style

Cobra Snow Country 4' section. Cobra® Rigid Vent 3™ Exhaust Vent for Roof Ridge allows heat and moisture to escape at the ridge. It provides 18 sq. inches per linear foot (67,720 m²/lm) of net free ventilating area

Pipe Jacks - EZY Sleeve any size



Brand

Lifetime Tool

Style

EZY Sleeve any size

Trash Disposal



Style

Trash Disposal

Warranty



Brand

GAF

Style

Systems Plus

SBC Platinum Plus Warranty**Style**

THIS IS A WORKMANSHIP/LABOR WARRANTY provided by Spicer Bros. Construction, Inc. ("Spicer Bros.") to you, the original purchaser ("Customer"). Spicer Bros. will perform all work in a professional manner and in conformance with applicable building codes. Spicer Bros warrants to the Customer that all installation labor performed by Spicer Bros. will be free of defects in workmanship for so long as the Customer lives in the home where the products have been installed, subject only to the other terms and conditions contained in this Warranty. (See Platinum Plus Terms) for more info

Delivery**Style****Delivery****Roofing Specifications**

Our permit department will submit all documents necessary to obtain the permit. The cost of the permit is not included and will be added to the final invoice.

One Layer Tear Off in Entire roof

Pipe Collar Sizes

2

Dumpster Location if Applicable

Driveway

Roof Load Accessible?

Yes

Drip Edge Color

White

We will remove the vinyl siding along side and head walls. We will install ice and water barrier along and up the walls and install new non-corrosive flashings, all required to meet the manufacturers warranty requirements. We will reinstall the existing siding.

We will install non-corrosive ODE style Drip Edge along all eave and rake locations.

We will install Starter Shingles along all eave and rake locations.

We will install Ice and Water Barrier along all eaves* (6' up from the eave), in all valleys (36" wide, - 18" on each side of the valley), along all side and head walls (18" wide- 6" up the walls and 12" on roof deck), around all roof penetrations to include; pipes, chimneys, skylights and vents. *ICE AND WATER BARRIER IS THE MOST UNDER UTILIZED ROOFING MATERIAL TODAY. MOST CONTRACTORS ARE INSTALLING ONE 36" ROW ALONG THE EAVES. 36" ALONG THE EAVE DOES NOT MEET THE "WARM WALL" REQUIREMENTS AS OUTLINED BY THE NRCA, (NATIONAL ROOFING CONTRACTORS ASSOCIATION) NOR THE MANUFACTURERS REQUIREMENTS. THE 6' INSTALLATION THAT WE HAVE PROPOSED WILL MEET OR EXCEED THE GUIDELINES.

We will install 4' Ridge Vent Sections along the ridge in current or new locations. Ridge vent is necessary to meet the HUD 1/300 rule and the manufacturers requirements for ventilation.

Install Standard Synthetic

We will install "Lifetime Tool" EZY Sleeve any size pipe boots/jacks on all applicable vent pipes, 4" or less.

We will install color matched Hip & Ridge Caps on all hip and ridge locations after the installation of ventilation products, where applicable.

Systems Plus

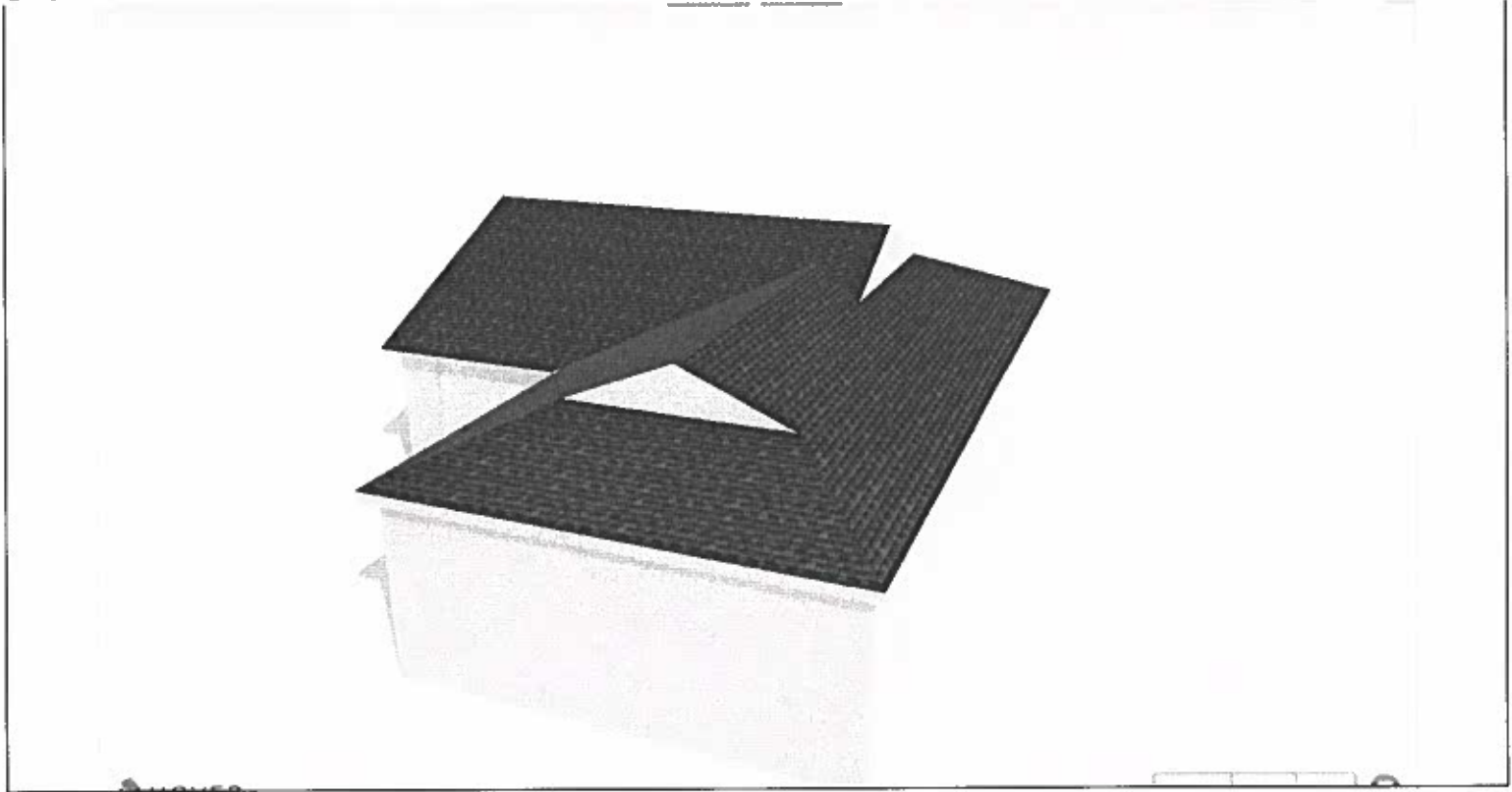
1 Year MSRP Price	\$15,468
12 Months NO Interest NO Payments 30 Day Promotional Price	\$12,590
Cash/Check/Standard Lending 30 Day Promotional Price	\$12,014

Additional Details

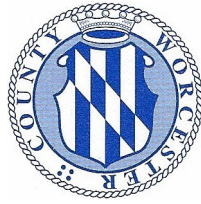
Additional Details

This quote is for address 13491. Any required plywood to to complete the job properly will be an additional \$102 per sheet which covers a 32sqft area and would be on a per sheet basis and approved by the property owner or responsible parties first.

Sketch



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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
FROM: Dallas Baker, P.E., Director *Dallas Baker Jr*
DATE: August 29, 2022
SUBJECT: Department of Public Works – Maintenance Division Operating Hours

Public Works Maintenance Division is requesting to make the trial adjustment to their normal operating hours a permanent change and retain the 4-10 hour day work week schedule. The current 3-month trial period ends on September 19, 2022.

Maintenance adjusted their schedule on June 13, 2022 to a 4-day work week, 10 hours per day, 6:00 to 4:30PM on a 3-month trial basis. Maintenance services remain available Monday through Friday due to the created split shift with some employees off Fridays and others Mondays. Maintenance requests that this change in their operating schedule remain permanent as no negative effects have been reported. A request was made to all Departments for feedback on this change with no negative comments or impacts reported.

Maintenance Division has noticed more productivity as work is commencing earlier and is unhindered by other County staff.

Please contact me if there are any questions.

Attachments: Maintenance Division's Original Request Approved 6/7/22

cc: Stacey Norton, Human Resources Director
 Chris Clasing, Deputy Director of Public Works
 Michael Hutchinson, Maintenance Superintendent

APPROVED

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

WSY 6/7/22

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 *Dallas Baker*
DATE: May 16, 2022
SUBJECT: Department of Public Works – Maintenance Division
 Operating Hours

DIVISIONS

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

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

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

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

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

The Maintenance Division has evaluated ways to be more productive and more efficient and is requesting an adjustment to their normal operating hours. Maintenance currently operates 8 hours per day, Monday through Friday, 7:30 to 4:00PM. Maintenance is requesting changing their operating hours to a 4-day work week, 10 hours per day, 6:00 to 4:30PM. Since the County operations are typically 5 days per week, Maintenance plans to continue covering all 5 days by splitting the staff to ensure service availability throughout the work week.

Maintenance Division is comprised of twenty-two employees with nineteen of them able to work 4-10-hour days. The custodial crew of 3 will remain on their current schedule of 8-hour days, Monday through Friday. Twelve staff members would work Monday through Thursday with the remaining Seven staff members working Tuesday through Friday. Staff that is regularly scheduled off on a Friday holiday would have Thursday off. Those scheduled off on a Monday holiday would have Tuesday off ensuring continued coverage of Maintenance's services. This would have no effect on Maintenance Division's after-hours emergency on-call procedures continuing this service as normal.

We propose this change as a 3-month trial period beginning May 30, 2022 to ensure the new schedule will work for all facilities. Providing this temporary change occurs without incident, we request it remain in effect as a permanent schedule.

Several enticing factors of changing to 4-10 hour work days are listed below;

- Maintenance would rarely need to adjust their hours to accommodate operating hours at various facilities to complete work before staff arrives. Currently, an adjustment in work hours occurs every few weeks for various reasons. A few of these examples are,
 - Various building inspections
 - Noisy work
 - Various repairs that require shut-down of electric, plumbing and/or HVAC equipment

- More work can be completed before other staff arrives in facilities. Without having to work around other staff, more productivity could occur with less disruption, displacement and inconvenience.
 - For one example, the Government Center has 62 heat pump units throughout the building above the ceilings. Placement of these units make them difficult to reach over desks and work spaces requiring staff to temporarily relocate to ensure a safe work area.
- There would be a mileage and fuel reduction resulting in a potential vehicle maintenance and fuel usage cost savings. This occurs not only for the County but the employee as well.
- A 4-day work week is more appealing and attracts more applicants to potential employment openings.

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

Attachment

cc: Stacey Norton, Human Resources Director
Chris Clasing, Deputy Director of Public Works
Michael Hutchinson, Maintenance Superintendent

ITEM 10 Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Douglas Dods
Chief Deputy

18 August 2022

Weston Young
County Administrative Officer
Worcester County Government Center
Snow Hill, MD 21863

SUBJECT: Special Event Zone Request for Upcoming "Pop Up Car Rally"

Mr. Young,

As you may know the unsanctioned Pop Up Car Rally historically is a major safety issue in the county. One of the tools we have found useful is Maryland Department of Transportation designating Worcester County as a Special Event Zone. This allows for stricter enforcement and penalties to be levied on violators as appropriate. Speed limits outside of Ocean City will not be affected or changed.

This year the event is projected to run from September 21st thru September 25th.

The Sheriff's Office is requesting the President of the County Commissioners sign the enclosed letter of request.

Please feel free to contact me if additional discussion/data is needed.

Douglas Dods

Douglas A. Dods
Colonel
Chief Deputy Sheriff

"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

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



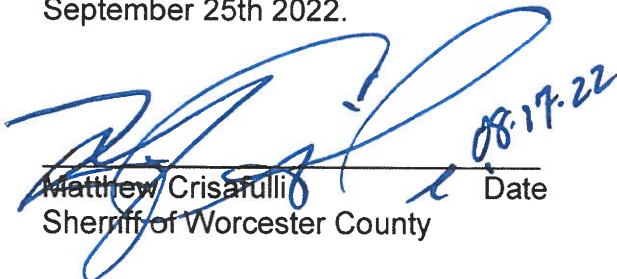
Douglas Dods
Chief Deputy

August 17, 2022

Mr. James Meredith
Maryland Department of Transportation
State Highway Administration
660 West Road
Salisbury, ME 21801

Dear Mr. Meredith,

In anticipation of the unsanctioned event referred to as "Pop Up Car Rally," and in accordance with Maryland Transportation Article 21-1132, the County of Worcester, and the Worcester County Sheriff's Office requests the entire county limits of Worcester County, inclusive of all STATE right of ways, (to include US Route 13, US Route 113, US Route 50, MD Route 589, MD Route 611, MD Route 376, etc.) be designated as a Special Event Zone from Wednesday, September 21st 2022 through Sunday, September 25th 2022.

08.17.22
Matthew Crisafulli
Sheriff of Worcester County

James Meredith
District Engineer, MDOT/SHA

Joseph M. Mitrecic
President, Worcester County Commissioners

Administration

LOUIS H. TAYLOR
Superintendent of Schools

C. DWAYNE ABT, Ed.D.
Chief Operations & Human Relations
Officer

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

VINCENT E. TOLBERT, CPA
Chief Financial Officer

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



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

Board Members

ELENA J. MCCOMAS
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TODD A. FERRANTE
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JON M. ANDES, Ed.D.

WILLIAM E. BUCHANAN

WILLIAM L. GORDY

NATHANIEL J. PASSWATERS

DONALD C. SMACK, SR.

August 17, 2022


Mr. Joseph M. Mitrecic
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863-1195

Dear President Mitrecic:

As a result of several factors including the increased cost of supplies and materials and increased fuel costs, several of our FY22 budget categories had actual expenditures that exceeded the original budgeted allocations. To address these increased costs, the Board of Education is requesting your approval of the categorical budget transfers described in the attached Inter-category Budget Transfers and Budget Amendment for the year ended June 30, 2022. Included in the attached document under each category is a brief description explaining the primary items driving the higher than budgeted costs. As shown in the attachment, the categorical increases will be offset by reductions in the categories of Instructional Salaries and Fixed Charges. After review, the Board of Education approved these transfers at their meeting on August 16, 2022.

As outlined in the budget amendment, the total budget appropriation for FY22 did not change. These budgetary transfers are necessary to align our budget with actual FY 2022 categorical expenditures as we complete our year-end closeout process. We deeply appreciate your continued support of the Worcester County Public School System. Should you have any questions or concerns, please contact me.

Sincerely,


Louis H. Taylor
Superintendent of Schools

cc: Members of the Board of Education
Mr. Vince Tolbert

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2022 - JUNE 30, 2022

Six categories of the FY 2022 Unrestricted Operating Budget have expenditures that exceed the amount allocated. In order to properly account for this variance, the following transfers are being submitted to the Board of Education at their meeting on August 16, 2022. In compliance with Maryland law, these transfers will also be submitted to the Worcester County Commissioners for approval.

REDUCE THE FOLLOWING EXPENDITURE CATEGORIES:

	<u>APPROVED AMOUNT</u>	<u>AMENDED AMOUNT</u>	<u>CHANGE</u>
INSTRUCTIONAL SALARIES	47,136,764	46,610,422	-526,342
FIXED CHARGES	26,702,964	25,941,492	-761,472
TOTAL OPERATING BUDGET REDUCTIONS			-\$1,287,814

INCREASE IN TOTAL OPERATING BUDGET - Additional Revenues

FY22 SUPPLEMENTAL APPROPRIATION	\$0
ADDITIONAL REVENUES	0
TOTAL OPERATING BUDGET INCREASE	0
ORIGINAL APPROVED OPERATING BUDGET	<u>117,137,135</u>

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2022 - JUNE 30, 2022

INCREASE THE FOLLOWING EXPENDITURE CATEGORIES:

	<u>ORIGINAL AMOUNT</u>	<u>AMENDED AMOUNT</u>	<u>CHANGE</u>
INSTRUCTIONAL SUPPORT	\$8,047,406	\$8,305,094	\$257,688
Costs in the area of Instructional Support were higher than budgeted in the area of computer software and our high school commencement ceremonies.			
TEXTBOOKS & CLASSROOM SUPPLIES	\$2,727,738	\$2,877,623	\$149,885
This transfer is necessary as a result of the increasing costs of instructional supplies and materials.			
OTHER INSTRUCTIONAL COSTS	\$965,917	\$1,084,686	\$118,769
Costs in these accounts were greater than budgeted due to several factors including increasing our broadband capacity and tuition costs for students placed in other school systems by other agencies.			
STUDENT TRANSPORTATION	\$7,012,371	\$7,424,471	\$412,100
Areas in this category experiencing increased costs include fuel supplement paid to our bus contractors due to rising fuel prices, additional time paid to our bus contractors to clean their buses due to COVID protocols, after-school programs transportation and transportation for our homeless students.			
OPERATION OF PLANT	\$8,549,069	\$8,750,843	\$201,774
This transfer is necessary due to increasing utility costs and the increasing cost of custodial and other supplies.			
MAINTENANCE OF PLANT	\$1,129,851	\$1,277,449	\$147,598
This transfer is necessary due to the increasing cost of the supplies and materials necessary to maintain our school buildings.			

SUMMARY OF TOTAL INCREASES IN EXPENDITURE CATEGORIES:

TOTAL OPERATING BUDGET CATEGORY INCREASES	\$1,287,814
LESS TRANSFERS FROM OTHER CATEGORIES	<u>-1,287,814</u>
INCREASE IN OPERATING BUDGET	\$0
ORIGINAL APPROVED OPERATING BUDGET FY 2022	<u>117,137,135</u>
TOTAL REVISED OPERATING BUDGET FY 2022	\$117,137,135



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 SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: September 1, 2022
Re: Proposed County Project – Lewis Road Sewage Pumping Station

.....

On September 1, 2022, the Planning Commission reviewed a proposed project associated with the construction of a sewage pumping station and the creation of a utility lot to serve the residents of Lewis Road with public sewer. Under the provisions of §ZS 1-104 County projects, plans and regulations, County agencies shall submit their plans to the Planning Commission for review and comment. Those comments shall be advisory only.

Based upon their review, the Planning Commission found the proposal consistent with the overall goals of the Zoning Code and had no additional comments to provide.

cc: Roscoe Leslie, County Attorney
Bob Mitchell, Director, Dept. of Environmental Programs
Dallas Baker, Director, Dept. of Public Works
Chris Clasing, Deputy Director, Dept. of Public Works



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 26, 2022
Re: Proposed County Project – Lewis Road Sewage Pumping Station

The Worcester County Commissioners have been developing a project that will serve the residents of Lewis Road with public sewer from the Landings Sanitary Service Area. As part of the project, a sewage pumping station will need to be constructed, and the utility lot turned over to the county as a fee simple transaction. To facilitate the construction of this station and move forward with the acceptance of the property upon which said station is to be located, the County Commissioners may declare the project exempt from the Zoning and Subdivision Control Article as a county project in accordance with § ZS 1-104(d). A draft resolution to that effect is attached for your consideration.

Based upon the design, the proposed site will be approximately 60' wide by 90' deep with an entrance off of Lewis Road on a lot to be subdivided out of Tax Map 33, Parcel 318, in the A-2 Agricultural District. The improvements will be located within a fenced enclosure, and are intended to be below ground. The parcel is currently wooded, providing screening to the adjacent property owners that will benefit from this pumping station. Upon review of the proposal, staff has determined that the visual impact to the neighboring properties is extremely minimal, however this project will result in a significant public health benefit by connecting approximately 50 dwellings on septic systems into the public sewer system. The site plan for the project is attached.

The provisions of §ZS 1-104 County projects, plans and regulations require that County agencies submit their plans to the Planning Commission for review and comment. Those comments shall be advisory only. The Planning Commission is currently scheduled to review the project at their September 1, 2022 meeting. Any comments will be provided to the County Commissioners following that meeting for their consideration.

As always, I will be available for any questions or comments at the next regularly scheduled meeting.

cc: Roscoe Leslie, County Attorney
Bob Mitchell, Director, Dept. of Environmental Programs
Dallas Baker, Director, Dept. of Public Works
Chris Clasing, Deputy Director, Dept. of Public Works

RESOLUTION NO. 22-____

**RESOLUTION EXEMPTING THE LEWIS ROAD SEWAGE PUMPING STATION
AS A COUNTY PROJECT UNDER THE WORCESTER COUNTY ZONING AND
SUBDIVISION CONTROL ARTICLE**

WHEREAS, Section 1-104 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County allows for the exemption of any County project from the provisions of the Worcester County Zoning Ordinance; and

WHEREAS, the County Commissioners have determined it to be in the best interest of the health, safety morals and general welfare of the community to exempt a certain County project as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the following project is hereby exempted from the Worcester County Zoning Ordinance and Subdivision Regulations pursuant to Section 1-104 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County:

1. The subdivision of a utility lot for the construction, operation and maintenance of a sewage pumping station, structures and associated equipment, all of which are associated with the wastewater transport system, located on Lewis Road, on the property identified as Parcel 318 on Tax Map 33.

PASSED AND ADOPTED this ____ day of _____, 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

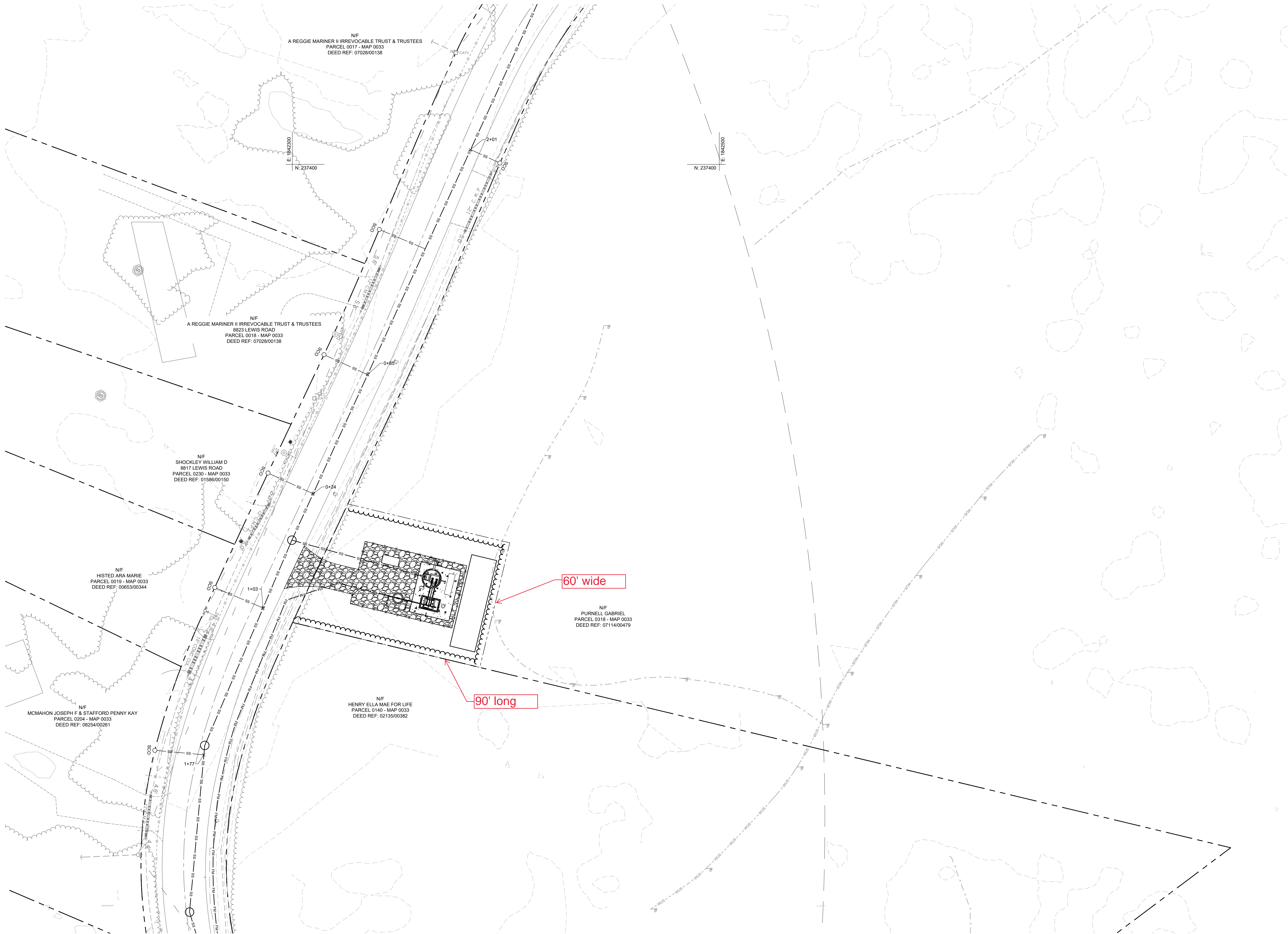
Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

P:\E-PA\1\CG\ANNE\PROJECTS\WORCESTER COUNTY\625099 - LEWIS ROAD SEWER CONNECTION\PRODUCT\ANNE\ITEM 12-301 PUMP STATION PLANS DWG (C-301) MALLORELL, WEL 8/22/2022 9:10 AM



PUMP STATION
PROPERTY EXHIBIT
SCALE: 1" = 20'

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
SANITARY SEWER UPGRADES
LEWIS ROAD
WORCESTER COUNTY, MARYLAND
PUMP STATION PROPERTY EXHIBIT

EA
EA Engineering, Science,
and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341
www.eaest.com

0 10' 20' 40'
HORIZONTAL SCALE:
VERTICAL SCALE:

FULL SIZE PLOT: 24" x 36"

DATE: SEPTEMBER 2022

PROJECT NUMBER: 6250909

C-301
SHEET: 13 OF 15

PROFESSIONAL CERTIFICATION: I HEREBY
CERTIFY THAT THESE DOCUMENTS WERE
PREPARED OR APPROVED BY ME, AND THAT
I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE
OF MARYLAND, LICENSE NO. 55422.
EXPIRATION DATE: DECEMBER 16, 2023

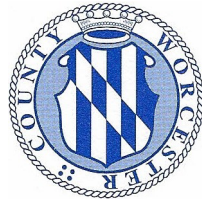
DESIGN INFORMATION
DESIGNED BY: SCL/AWH
DRAWN BY: SCL/AWH
CHECKED BY: AS/DOK
PROJECT MANAGER: SCL

REVISIONS
NO. DATE BY DESCRIPTION

SEAL

90% PLANS - NOT FOR CONSTRUCTION

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

To: Weston Young, Chief Administrative Officer
 Joseph Parker, Deputy Chief Administrative Officer
 From: Dallas Baker, Director of Public Works *Dallas Baker Jr*
 Date: August 15, 2022
 Subject: Ocean Pines Waste Water Treatment Plant Bay Restoration Fee

Worcester County Public Works is requesting Commissioner approval for an intergovernmental grant for approximately \$540,000 from the General Fund to the Ocean Pines Service area to pay the Maryland Department of the Environment's (MDE) mandated Bay Restoration Fee (BRF). MDE assesses the BRF annually to Waste Water Treatment Plants (WWTP) that have accepted federal/state dollars or that have not met their discharge permit limits. The Ocean Pines WWTP did not meet its annual average nitrogen limit for calendar year 2021. Ocean Pines has an annual average nitrogen limit of 3.0 mg/L, in 2021 the plant's annual average was 4.3 mg/L. If the BRF is not paid in a lump sum, then MDE will charge every user (approximately 9,000) in the Ocean Pines sewer district \$60 for the year (\$15 per quarter).

The plant did not meet its limit due to a clogged pipe that was discovered on January 10, 2021 under the clarifier and treatment unit 4. There is no direct access to the line. To get to the pipe, it was necessary to drain the clarifier and lower the level in treatment unit 4. The operators and outside contractors worked for over 24 hours and were eventually able to clear the line. The source of the clog was discovered to be the head of a rake. Operators use rakes on top of the treatment units to clear floating debris. It is believed an employee was using the rake when the head came off the handle and fell to the bottom of the treatment unit. No one reported the incident, we are unsure when the rake head fell in or who did it. In response, 2-piece rakes (head + handle) have been replaced with rakes that have the head and handle fabricated as 1-piece. In addition, it has been reinforced to staff to report incidents such as this immediately. Timely notification can help prevent a problem before it starts.

Once the line was cleared, the operators began to refill the clarifier and treatment unit, both were refilled by January 12th. Because this happened in January, the water used to refill the tanks was cold. The water in the treatment tank eventually got as low as 45°. The cold weather inhibited microbial growth and digestion which in turn reduced the microbe's ability to process the nitrogen in the water. In normal operations there is a large population of microbes present in the tank, significantly larger than what is found in the raw waste stream, hence the need for the population needing to regrow to pre-draining levels.

Worcester County Administration appealed to the Secretary of MDE and the Governor's Office requesting the BRF be waived due to operational issues beyond our control but the requests were denied.

Since the clog was removed, plant operations have continued normally. Permit limits have been met since March 2021. Public Works will apply for an exemption to the Bay Restoration Fee in 2022. Applying for the exemption is an annual process and, prior to 2021, Ocean Pines has been granted the exemption every year since the Bay Restoration Fee was established.

If the request for the intergovernmental grant is not approved, alternate sources of funding Bay Restoration Fee include:

- A combination of payments from an intergovernmental grant and the Ocean Pines service area reserved fund. The current balance in the fund is approximately \$690,000
- Full payment out of the Ocean Pines service area reserve fund.
- The fee can be spread out among rate payers which would add \$15 per quarter per EDU for the next year.

We have also reached out to the County's insurance provider, LGIT, to determine if this incident is covered by our policy. As of the date of this memo, we have not received a response. Any possible payment from LGIT could be used to reimburse the source of the Bay Restoration Fee payment.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
Gary Serman
Barbara Hitch



Maryland

Department of the Environment

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

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

May 25, 2022

Ms. Barbara Hitch
Worcester County Enterprise Fund Controller
P.O. Box 248
Snow Hill, Maryland 21863

Dear Ms. Hitch:

Thank you for your letter and the supporting documentation regarding your request for continued exemption from the Bay Restoration Fund (BRF) fee for the Ocean Pines Service Area. The Maryland Department of the Environment (MDE or Department) has reviewed your proposal and determined that the facility currently does not meet the requirements to be exempt from paying into the BRF in Calendar Year (CY) 2022. The BRF statute requires that the facility needs to show a full CY average of 3 milligrams per liter (mg/l) total nitrogen (TN) or less, and 0.3 mg/l total phosphorus (TP) or less to be eligible for an exemption. Based on our review of the Ocean Pines Wastewater Treatment Plant (WWTP) discharge monitoring reports for CY21, the facility's averages for CY21 were 4.16 mg/l TN (>3) and 0.32 mg/l TP (>0.3).

MDE also reviewed the Worcester County Department of Public Works' request to remove the months of January and February 2021 from the average calculations as the facility experienced operational and maintenance issues during this time. However, this request cannot be approved as state law does not grant the Department this authority or flexibility.

Worcester County also proposed an alternative that the Department redefine Enhanced Nutrient Removal (ENR) as it applies to Ocean Pines WWTP during CY21. This proposal would allow the plant to not be required to meet the phosphorus and nitrogen reductions set forth in Section 9-1601(n)(1) of the Environment Article. MDE cannot approve this request as this is inconsistent with the legal requirement to meet the reductions stated in the definition to qualify for the exemption.

Please note that this exemption is reviewed annually; you may reapply for an exemption from the fee in CY23 if the facility is performing at ENR in CY22. The Department is available to provide technical assistance to help with the facility operations if needed or desired. Additionally, if Worcester County is interested in applying for BRF grant funds to make needed upgrades to the Ocean Pines facility, please contact Jeff Fretwell at jeffrey.fretwell@maryland.gov about potential funding opportunities.

By a copy of this letter, MDE is requesting that the Maryland Water Infrastructure Financing Administration (WIFA) activate your billing account. If you have any questions, please contact me at (410) 537-4155 or terria.wilson@maryland.gov.

Sincerely,

Terri Wilson, Director
Office of Budget and Infrastructure Financing

cc: Jeffrey Fretwell, Director, MDE WIFA
Walid Saffouri, Program Administrator, MDE Engineering and Capital Projects Program
Dallas Baker, Director, Worcester County Department of Public Works
Lilliana Roman, Billing Administrator Officer, Comptroller's Office



Worcester County Government

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

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
DATE: August 10, 2022
RE: FY 23 Administration Agenda Management IT Solution Funding Request

Since December 2021, County Administration has been seeking an online Agenda Management IT solution. After several demos over several months with competing online providers, an ideal solution is available from PRIMEGOV / ONE Meeting integrated with our SWAGIT contract. County Administration respectfully requests to approve that attached comprehensive proposal from PRIMEGOV/ ONEmeeting/Swagit. Specifically, since SWAGIT is already paid in the Other General Government Center budget (100.1090.070.6130.070), we request an FY23 overexpenditure that will be budgeted in FY24.



PrimeGov Comprehensive Legislative Management Solution

Proposal for

Worcester County, MD



Prime Government Solutions | 4250 Drinkwater Blvd. Suite 300 | Scottsdale AZ 85251 | 801-341-1910

Dear Joe,

Thank you for the opportunity to help you upgrade to a cohesive legislative management system that manages your public meeting processes with the latest, easy-to-use technology. Prime Government Solutions, Inc. ("PrimeGov") is familiar with the Worcester County's needs in part because we have selectively recruited the most experienced team members in the industry. In fact, we originally started PrimeGov because we had developed strong relationships with government staff over the years and we were disheartened by the steady decline in the quality of service and the lack of technical innovation by the big software providers in this space.

PrimeGov is different because our only focus is managing the public meeting process. We do not build websites or other non-legislative products. We live to make clerks' lives easier. It's just what we do. Having that focus means that every day our team is in the field with our clients to see and hear for ourselves exactly where the legislative process needs automation. Then, because our development team is not distracted by or competing with other products, we quickly build solutions to meet those challenges. A recent example is the ability to send property notices via postcard without ever leaving our system.

Here are some of the many ways we stand above the rest:

- Every member of our executive team and board has years of experience working with clerks. Unlike document management companies or private equity firms, we understand the pressure staff is under during a meeting and the need for us to respond quickly, especially when the council and the public are waiting.
- Our dedication to delivering the best solutions specific to local government frees up our team to develop software relevant to clerks and members of the public looking for information. This feature, along with our new Quick Voting solution, is why the City of Los Angeles contracted with us to replace four of their existing systems with ours.
- PrimeGov's software is 100% cloud-based and can be used from any location without a VPN (Virtual Private Network) setup. There are no client-side installations, stream-lining deployment and implementation. PrimeGov's completely virtual environment ensures business continuity even when faced with the toughest externalities, such as a natural disaster or a public health crisis.
- PrimeGov's agenda management system allows for the instant generation of agenda packets. Compiling and converting various staff reports and attachments into a complete agenda packet can take hours, but with PrimeGov, this important function happens immediately.
- The system does an automatic check to ensure that the files of supporting documents function prior to compiling, and if they are corrupt, it identifies the broken file for easy replacement, saving you hours of time otherwise spent searching for the specific file.
- PrimeGov provides powerful and flexible workflows. Our workflows can be set up to automate many tasks such as appointing citizens to boards or sending emails to appointees. Furthermore, staff can create a peer review group as part of a workflow that allows reviewing or editing permissions for staff members without disrupting the standard approval process.

ITEM 14

We are professionally and personally committed to making Worcester County's deployment a success. Our implementation plan, flexible training options, and understanding of your requirements ensure that your system is widely adopted. I will personally help oversee your project and the dedicated project team will include Larry Thorpe, our technical services team lead, and Amy Basnage, our professional services manager. Once deployment is complete, we'll be there for you with our experienced support staff and stable, modern technology.

We look forward to working with you so you can see for yourselves how easy PrimeGov is to use and why our experience, technology, and focus on the legislative process make us uniquely capable of meeting your requirements.

Sincerely,



Tom Spengler, Executive Chairman



Pricing

The PrimeGov Legislative Management platform is a single, hosted solution that we can partition into separate modules when clients are looking to start with specific functions only. Should you decide to add services in the future you never have to worry about integration or data migration issues because all modules share the same database. The pricing is based on population and there are no limits to the number of users, committees, or amount of data uploaded to the solution.

The following PrimeGov modules **are included** in this proposal:

- Agenda Automation
- Meeting Management
- Digital Voting (Optional)
- Swagit Integration

The following PrimeGov modules **are optional** in this proposal:

- Electronic Voting

Solution	Investment
Agenda Automation	\$8,670
Meeting Management	\$6,503
• Member Voting (\$3,468 Optional)	
Swagit Integration	Included
Annual Cost	\$15,173
Data Migration (Up to 2 years of content)	Included
Additional Data Migration	TBD
Standard Implementation	\$3,500
One-time Cost	\$3,500
Total First Year Cost	\$18,673
Subsequent Years	\$15,173.00 + 5% Annual Increase



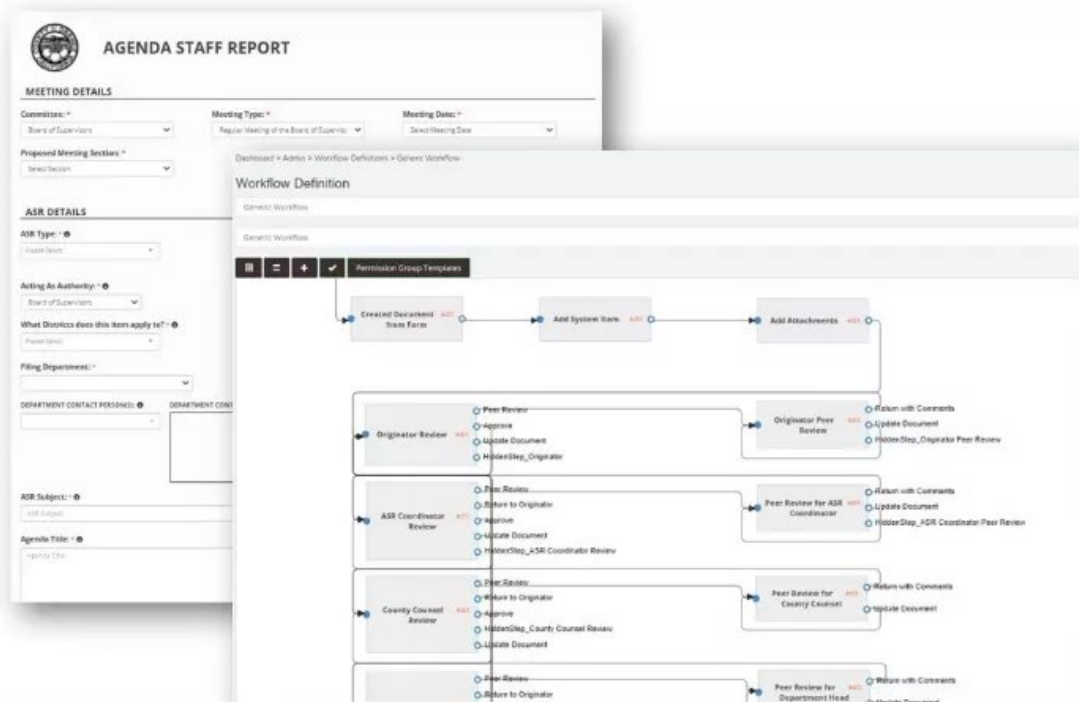
Solution Overview:

Agenda Automation and Meeting Management Solution

Agenda Automation

Manage the entire agenda process from submitting an agenda item for a meeting to making sure that the item has all the necessary supporting materials to be heard. Agenda items can have any information tracked that is pertinent to the item such as sponsor, background, speaker, recommendations, etc. All custom fields can be tracked for reporting purposes. All agenda items can also be moved or copied to another meeting with a full legislative history available. As items are moved, copied or arranged within the meetings the numbering and formatting of the item is automatically adjusted. This makes last-minute changes simple to handle.

As part of Agenda Automation, PrimeGov includes electronic forms and our Workflow module. Using this automation, the Client can add an agenda item and send it through an approval process. This automation provides an efficient and trackable way of making sure that an item is properly reviewed and ready to be presented at a meeting.



ITEM 14

There is no limit to the number of agenda templates that can be created in the solution. Multiple templates can even be created for individual meeting types. For example, there could be a regular meeting and a closed session meeting for the same body. The Client has complete control of the templates, and how they are formatted.

Documents that are added to an item either directly or through workflow can be in any format and will have OCR performed on them so they can be searched easily. They will also be converted to PDF. There are no proprietary file formats used in the solution.

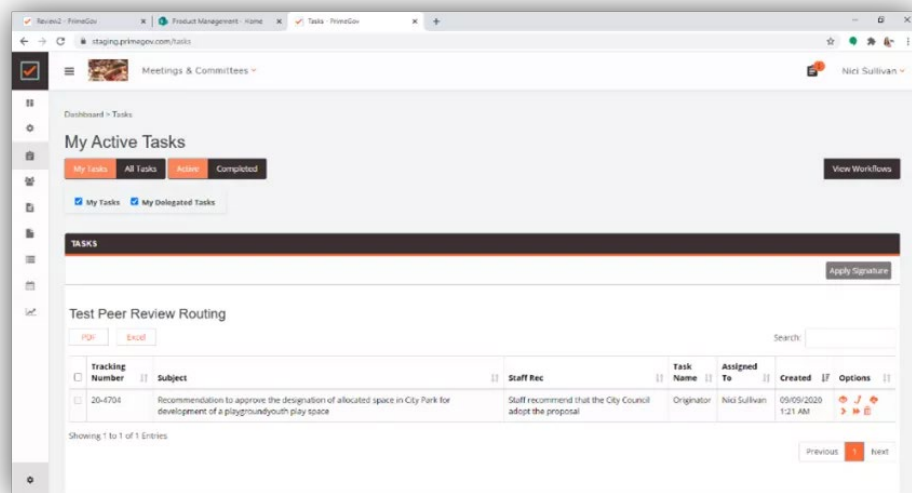
Once an agenda and all its supporting materials have been added to the system the Client can compile them into a packet with the click of a button. That packet as well as the agenda can be published to the Client website with another click of a button.

Key Module: Workflow

The PrimeGov Workflow module allows for the automation of virtually any business process. This means that not only can it be used to track and manage the submission of agenda items, but it can also be configured to automate the processes surrounding meeting such as; scheduling, notifications, agenda review, agenda distribution, citizen input, meeting actions, and staff follow up after the meeting.

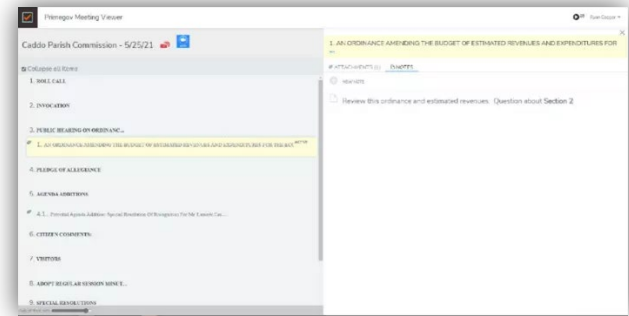
Included Features:

- Automatic initiation of workflow when an action request is submitted electronically
- Easy document routing for review and approval
- Automatic notification via email or workflow queue
- Parallel work process
- User friendly administration
- Unlimited workflows can be created
- Reporting
- Real-time monitoring of flows to show where action requests are in the process
- Deadlines can be set for tasks to be completed



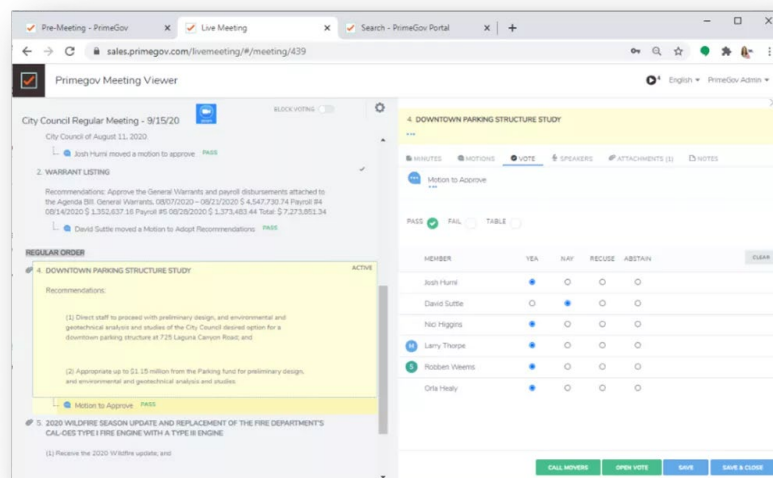
Key Module: Meeting Viewer and Annotations

The PrimeGov Meeting Viewer is provided with the solution. Meeting Viewer allows users to view different document types without having to have the native application on their device. It also allows users to annotate their copy of the agenda and supporting materials. Some of the annotations included are notes, highlighting, redaction, signatures, and more. When a user annotates their copy of the agenda, they will have their annotations on the agenda when they log in for the meeting. Because the PrimeGov solution is 100% web-based and has been designed with mobile-first technology, users can access the system from any device that has a web browser.



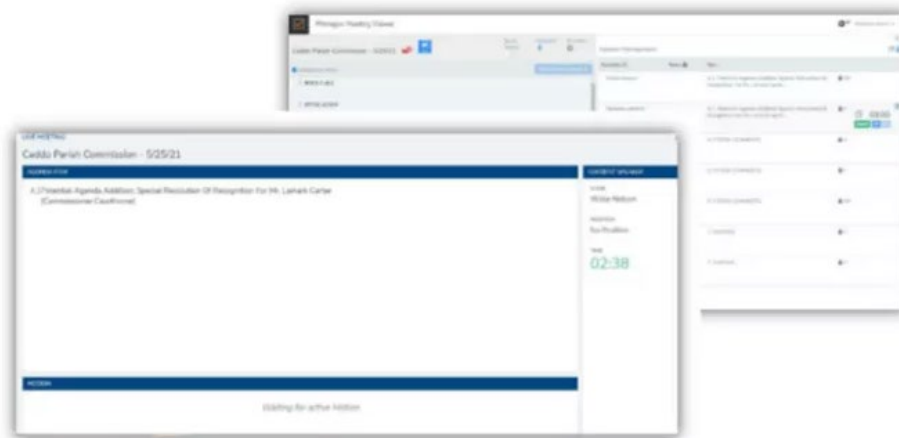
Meeting Management

During a meeting, all roll calls, motions, votes, minutes, notes, actions, and video streaming can be performed with ease. The PrimeGov real-time meeting management tools provide a single interface that allows all aspects of the meeting to be managed, often by a single user. Alternatively, the system allows members of the board to record their own votes using their web-enabled device. The real-time meeting tools also provide options for citizen engagement: Information about the current item, speakers, motion information, and votes can be displayed in the meeting or online via the public portal in real time. Citizens can also participate in conversations with other citizens and leave comments about the meeting as it progresses via the public portal. All the comments, conversations, and information about the meeting and specific agenda items can be archived and stored or made available to the public post meeting as part of the meeting page or legislative history if the Client chooses to do so. In addition, a Speaker Management system is built in that allows for speakers to sign up for a topic they want to address the board about. Once they begin speaking a user can start the timer, so they know when their time is up.



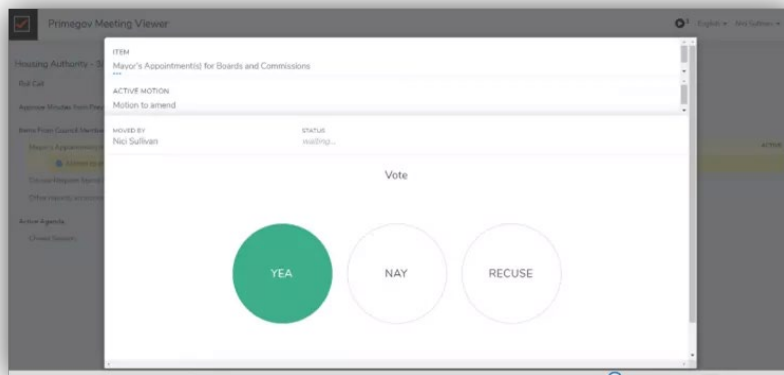
Key Feature: Speaker Management

A speaker management interface is included as part of Meeting Management and includes a timer that can be displayed in chambers. Speaker Management can be configured in a couple of different ways. Members of the public that would like to speak about a particular item can either sign up online, and be automatically added to the system, or can be manually added by the clerk or other user that is managing the meeting in the system. How they are placed in the system is completely up to the Client. Once it is time for the speaker to start talking the clerk or other user can start the timer. Additional time can be added if needed.



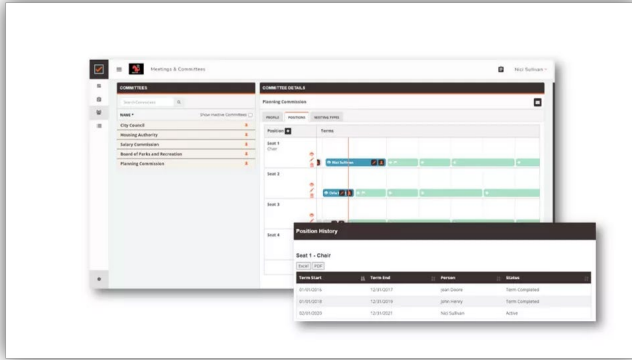
Optional Feature: Member Voting

The Meeting Management interface called Meeting Viewer also provides a means for the members to record their vote during a meeting and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions. The Voting solution provides an automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session.



Committee Management

PrimeGov has integrated the management of boards and commissions as a core part of our solution. It is not a separate module or an afterthought, it's built right in. Viewing, editing, and adding committees, boards, members, or positions, has never been easier. In one succinct view, a user can take care of all committee tasks efficiently and effectively. They can quickly create initial and subsequent terms, and even split terms if a seat becomes vacant mid-term.



Customers can create meetings customized to a committee's schedule, including the ability to specify the exact cadence, time, and location of meetings. Once the meeting is scheduled, the PrimeGov Committee Manager will keep committee members regularly informed about their upcoming meetings. Committee members have access to their schedule and meeting materials on their mobile device so that they are always informed wherever they go.

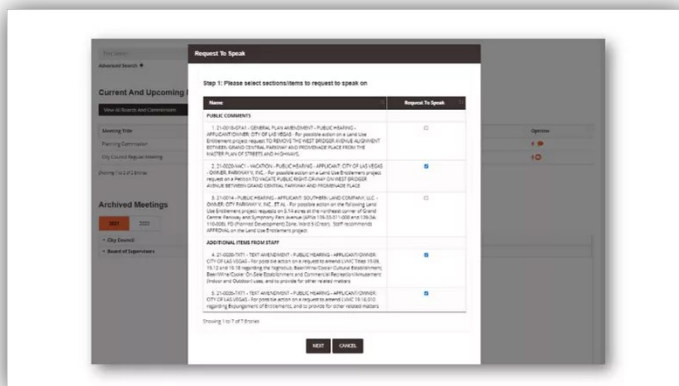
Integrating Committee Manager as a core piece of the software allows an unlimited number of meeting types to be created for each committee. Each meeting type can have a variety of templates (agenda, minutes, action summary, confidential, etc.) that allows for maximum flexibility without duplicating data entry or administrative efforts.

Community Engagement

Improving community engagement options is core to the PrimeGov mission. We believe technology can improve communications between elected officials and their local community. The Community Engagement module includes the following:

Key Feature: Community Comment

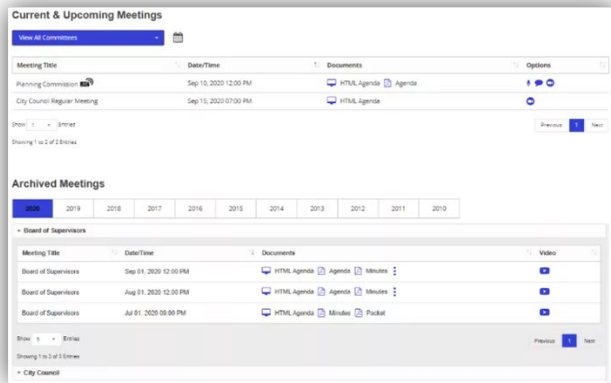
This software creates a public portal for citizens to comment on individual agenda items. The comments are text-based and a character limit can be established to replicate the time limit used for public speakers when meetings are in person. All comments will be aggregated into a simple report and provided to elected officials. Comments are not publicly viable until they are published by the agency during or after the meeting.



Key Feature: Community Request-to-Speak

The Request to Speak functionality allows community members to sign up to request to speak any agenda item. The software will manage the sign-up and provide an ordered list of public speakers that can be called on during the meeting.

Public Portal

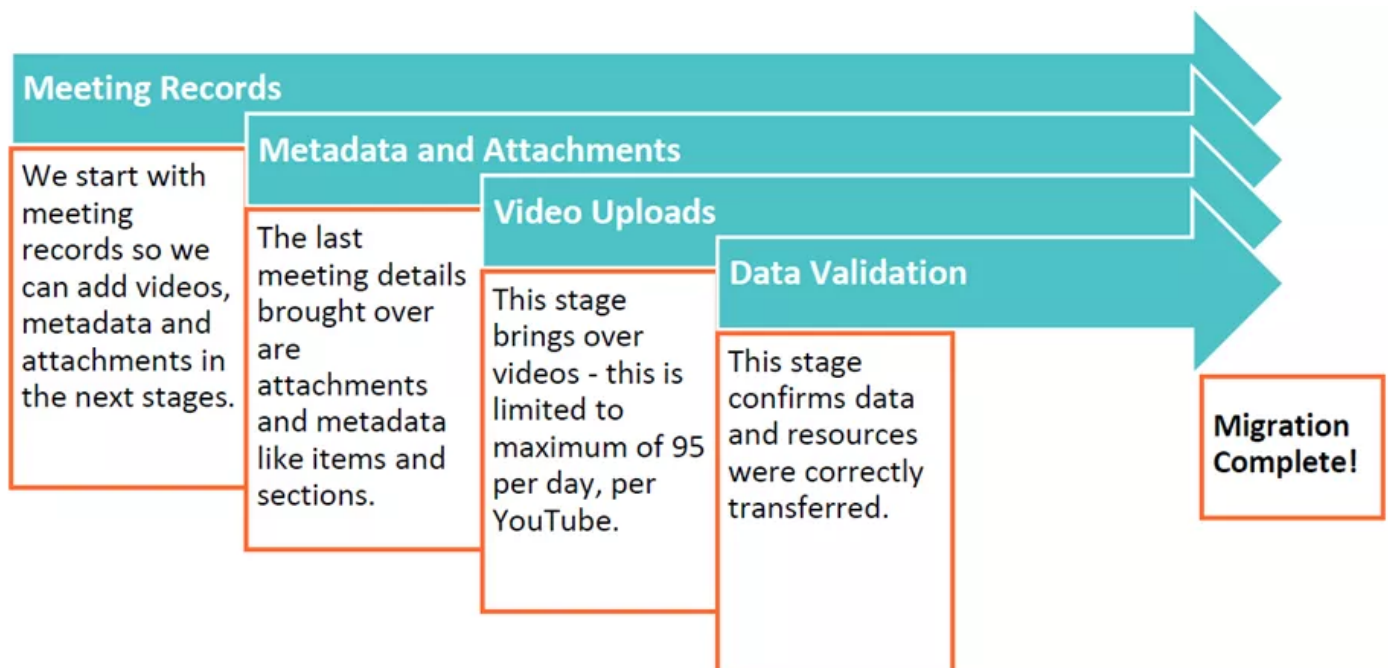


The Public Portal can be integrated directly within the Client's website providing a seamless look and feel. Constituents can search for and view meeting agendas, minutes, supporting materials, and video/audio. The portal also provides the ability for constituents to search the legislative history of an agenda item showing virtually all the information the system knows about the item. This includes the meeting history, voting records, speakers, and video specific to the item.

An internal portal can also be used if the Client would like to publish specific information internally prior to it being made available to the public.

Data Migration

PrimeGov has developed custom data migration tools to transfer the Client's data from Granicus and/ or SIRE into the PrimeGov system to ensure the Client keeps all its meeting information and videos. PrimeGov will work with the Client to establish the scope of migration which varies based on volume of data and current systems. The migration tool can access the data (read-only) to pull it from the current system and bring it into the PrimeGov system. We conduct each migration with three stages followed by a validation period. These stages of migration are meeting records, video uploads and metadata/attachments.



Global Features and Services

Standard Reports

The PrimeGov reporting engine allows users to configure reports on any data stored in the system. Users can create “views” using system tools then use those views to create their own report. Standard reports are also provided and include:

- Committee member reports
- Committee Vacancy Reports
- Vote Records
- Attendance Records
- Audit report (login, adds, deletes, etc.)
- Usage Reports (Items Submitted, Items Approved, Review Time)

All reports can be exported to (PDF, CSV, and Excel). Users can filter and re-run standard reports or save them.

Mobile Accessibility

As a completely web-based solution, anyone with permission can view and access the agendas, minutes, and supporting documents from any device that has a web browser. The solution has been designed with mobile-first technology so that the product displays and scales appropriately depending on the device the user is viewing it on.

API

The PrimeGov Legislative Management Suite is driven by Restful Web Services. This allows virtually anyone (other software vendors, open data developers) the Client allows to consume the data available in the system. Access is controlled by the Client and the available “datasets” are published by the Client, just like publishing an agenda.



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

August 29, 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 (9), which have current or upcoming vacancies (17). 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.

Attn: - Please be advised the Town of Snow Hill has a nomination for the Solid Waste Advisory Board.

President Mitrecic - You have assigned all positions

Commissioner Bunting - You have Two (2) position needed:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Nordstrom - You have assigned all positions

Commissioner Church - You have Five (5) positions open:

- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term 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 One (1) position open:

- Vacancy – Ethics Board - Deceased

Commissioner Elder - You have One (1) position open:

- Vacancy – Resigned – Economic Development Advisory Board

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

- Vanessa Alban – Commission For Women

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.
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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) – Solid Waste Advisory Board** – Town of Snow Hill nomination
- **(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
- **(3) - Commission for Women-Elizabeth Rodier**, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom Thank you! All of your positions are assigned.

District 2 - Purnell

p. 10 - Ethics Board – Faith Mumford - Deceased

District 3 - Church

p. 11 - Water & Sewer - Mystic Harbour - Martin Kwesko
 p. 11 - Water & Sewer - Mystic Harbour - Richard Jendrek
 p. 11 - Water & Sewer - Mystic Harbour - Bruce Burns
 p. 13 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
 p. 14 - Commission for Women - Elizabeth Rodier

District 4 - Elder

p. 9 - Economic Development – Robert Clarke - Resigned

District 5 - Bertino

p. 14 – Commission For Women – Vanessa Alban

District 6 - Bunting

p. 10 – Ethics Board – David Deutsch
 p. 14 – Commission For Women – Susan Childs - 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. 11 (1) - Solid Waste Advisory Board – Nomination from the Town of Snow Hill. Ms. Jenny Hall

p. 13 (3) - Water and Sewer Advisory Council – Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko

p. 14 (1) - Water and Sewer Advisory Council- West Ocean City – (1) Term Endings – Dec. 21 – Keith Swanton

p. 15 (3) – Commission for Women – Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

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
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>At-Large Members</u>	<u>Years of Term(s)</u>
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

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

Advisory Members

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 Birckhead	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 15

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

Prior Members:

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)

Since 2009

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

ECONOMIC DEVELOPMENT ADVISORY BOARD ITEM 15

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

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

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner
Members may be reappointed

Staff Contact: Economic Development Department - Melanie Pursel (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23
Joe Schanno	D-3, Church	West Ocean City	*19-20, 20-24
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20, 20-24
Robert Fisher	D-6, Bunting	Snow Hill	87-17-21, 21-25
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Robert Clarke	D-4, Elder	Snow Hill	*08-09-13-17-21-25 Resigning

Prior Members: Since 1972

George Gering
Margaret Quillin
Robert W. Todd
Charles Fulton
E. Thomas Northam
Charles Bailey
Terry Blades
Roy Davenport
M. Bruce Matthews
Barbara Tull
Tawney Krauss
Dr. Francis Ruffo
William Smith
Saunders Marshall
Elsie Marshall
Halcolm Bailey
Norman Cathell
Mary Humphreys
Theodore Brueckman

Shirley Pilchard
W. Leonard Brown
Charles Nichols (92-97)
Jeff Robbins (97-98)
Colleen Smith (94-98)
Tommy Fitzpatrick (97-99)
John Rogers (92-98)
Jennifer Lynch (98-99)
Don Hastings (92-99)
Jerry Redden (92-00)
Keith Mason (98-00)
Bob Pusey (99-00)
Harold Scrimgeour (00-02)
Scott Savage (98-03)
Gabriel Purnell (91-03)
Michael Avara (99-03)
Annette Cropper (00-04)
Billie Laws (91-08)
Anne Taylor (95-08)
Mary Mackin (04-08)

Thomas W. Davis, Sr. (99-09)
Mickey Ashby (00-12)
Priscilla Pennington-Zytowicz (09-14)
Barbara Purnell (08-15)
Timothy Collins (03-15)
Joshua Nordstrom (12-16)
William Sparrow (16-18)
Greg Shockley (14-18)
Tom Terry (15-19)
John Glorioso (08-19)
Ralph Shockley (*08-21)

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$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>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Available	D-2, Purnell	Snow Hill	14-18, 18-22 (deceased)
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 Yenney (98-05)	Faith Mumford (14-22)
Bill Ochse (99-07)	
Randall Mariner (00-08)	
Wallace D. Stein (02-08)	

* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

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

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Gary Weber	Town of Snow Hill		20-24
Don Furbay	D-3, Church	Berlin	20-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25

Prior Members: (Since 1994)

Ron Cascio (94-96)
 Roger Vacovsky, Jr. (94-96)
 Lila Hackim (95-97)
 Raymond Jackson (94-97)
 William Turner (94-97)
 Vernon "Corey" Davis, Jr. (96-98)
 Robert Mangum (94-98)
 Richard Rau (94-96)
 Jim Doughty (96-99)
 Jack Peacock (94-00)
 Hale Harrison (94-00)
 Richard Malone (94-01)
 William McDermott (98-03)
 Fred Joyner (99-03)

Hugh McFadden (98-05)
 Dale Pruitt (97-05)
 Frederick Stiehl (05-06)
 Eric Mullins (03-07)
 Mayor Tom Cardinale (05-08)
 William Breedlove (02-09)
 Lester D. Shockley (03-10)
 Woody Shockley (01-10)
 John C. Dorman (07-10)
 Robert Hawkins (94-11)
 Victor Beard (97-11)
 Mike Gibbons (09-14)
 Hank Westfall (00-14)
 Marion Butler, Sr. (00-14)
 Robert Clarke (11-15)

Bob Donnelly (11-15)
 Howard Sribnick (10-16)
 Dave Wheaton (14-16)
 Wendell Purnell (97-18)
 George Tasker (*15-20)
 Rodney Bailey *19
 Steve Brown *10-19
 Bob Augustine 16-19
 Michael Pruitt *15-19
 James Rosenburg (*06-19)
 Jamey Latchum *17-19
 Hal Adkins (*20-21)
 Mike Poole (11-22)

August 23, 2022

Ms. Karen Hammer
Administrative Assistant V
Office of the Worcester County Commissioners
1 West Market Street, Room 1103
Snow Hill, Maryland 21863

Dear Ms. Hammer:

Mayor Michael Pruitt, of the Town of Snow Hill, is pleased to recommend the appointment of Snow Hill Town Council member Ms. Jenny Hall to the Worcester County Solid Waste Advisory Committee. Councilmember Hall's contact information is as follows:

- Mailing address: 104 West Federal Street, Snow Hill, MD 21863
- Email address: jhall@snowhillmd.com
- Cell phone number: 443-953-1008

If you have need of any additional information, please don't hesitate to ask. We'll look forward to learning of the commissioners' decision.

Thank you and best wishes,

Sincerely,

Rick Pollitt

Richard M. Pollitt, Jr.
Town Manager

cc: Mayor Michael Pruitt
Council member Jenny Hall
Deputy Town Manager Margot Resto

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 ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
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 ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

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

WATER AND SEWER ADVISORY COUNCIL WEST OCEAN CITY SERVICE AREA

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

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

Prior Members: (Since 1993)

Eleanor Kelly ^c (93-96)	Andrew Delcorro (*14-19)
John Mick ^c (93-95)	
Frank Gunion ^c (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham ^c (93-13)	
Ralph Giove ^c (93-14)	
Chris Smack (04-14)	

* = 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 (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

Contact: 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
Crystal Bell, MPA	Health Department		*22-23
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 ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Violetus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (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

^c = Charter member

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)	Kelly O'Keane (17-22)
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

August 09, 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 22-11 and Public Hearing Notice of Bond Bill for Jail Improvement Phase 2

.....
 Please print the Notice below in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on August 18, 2022 and August 25, 2022. If the two listed dates are not a publication date for any of the listed papers, please publish the notice twice, at a 7-day interval, in the applicable paper, beginning on the publication date that is closest to August 18, 2022. The first and second publication dates in any paper should be no later than August 19 and August 26, 2022, respectively. Please provide a proof of the Notice as soon as possible. Thank you.

**Notice of Introduction of and Public Hearing Regarding Bill 22-11 and
 Notice of September 6, 2022 Special Legislative Session
 Worcester County Commissioners**

Take Notice that Bill 22-11 was introduced by Commissioners Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom and Purnell on August 2, 2022. Bill 22-11 is titled 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-6 MAY NOT HAVE BECOME EFFECTIVE.

Bill No. 22-11 (1) sets forth certain rules of construction; (2) provides for the authorized borrowings described in the title above; (3) provides that the bill may be amended to authorize the use of proceeds for other public purposes; (4) provides that details of any of the authorized general obligation bonds, bond anticipation notes or refunding bonds will be determined or provided for by the County Commissioners by resolution; (5) pledges the County's full faith and credit and unlimited taxing power to payment of any such issued general obligation debt and provides for the levy of annual property taxes sufficient to pay debt service on any such issued general obligation debt; (6) allows other available funds to be used to pay debt service on any such issued general obligation debt; (7) generally relates to the authorized general obligation debt; and (8) provides that no general obligation debt will be issued under authority of Bill 22-6.

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



Worcester County Government

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

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A Public Hearing will be held on Bill 22-11 on Tuesday, September 6, 2022 at 10:30 A.M. in the County Commissioners Meeting Room, Room 1101-Government Center, One West Market Street, Snow Hill, Maryland 21863.

A Special Legislative Session will be held in the County Commissioners Meeting Room on Tuesday, September 6, 2022 beginning at 10:30 A.M. It is anticipated that Bill 22-11 will be considered for passage at such Special Legislative Session following the public hearing.

THE WORCESTER COUNTY COMMISSIONERS



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1193
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

ITEM 16

APPROVED

WSY 8/2/22

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: **DRAFT** Notice of Introduction Bill 22-11 and Public Hearing Notice of Bond Bill for Jail Improvement Phase 2

.....
Please print the attached Notice of Introduction of Bill 22-11 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-11
Worcester County Commissioners

Take Notice that Bill 22-11 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-6 MAY NOT HAVE BECOME EFFECTIVE.

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

**A Public Hearing
will be held on Bill 22-11
Tuesday, September 6, 2022
at 10:30 A.M.**

ITEM 16

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-6 MAY NOT HAVE BECOME EFFECTIVE.

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.

(7) References in this Local Law to “related costs” shall be construed to include capitalized interest and other costs of Phase 2 improvements to the Worcester County Jail.

(8) Bill 22-6, passed by the Board on April 19, 2022, authorized the issuance of general obligation debt to finance, reimburse or refinance costs of Phase 2 improvements to the Worcester County Jail may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation debt for such project by this Local Law. Any general obligation debt for such project shall not be issued under authority of such Bill 22-6.

(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. In addition, it is the intention of the Board that, without notice to or the consent of the holders of the Bonds, and without needing to amend this Local Law, proceeds of the Bonds may be applied to other costs of Phase 2 improvements to the Worcester County Jail not specifically mentioned in this Local Law as are authorized through applicable County budgetary procedures or applicable law. Furthermore, 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 the County, 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, or as authorized by any other applicable 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

August 09, 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 22-12 and Public Hearing Notice of Bond Bill for Public Safety Logistical Storage Facility

.....
 Please print the Notice below in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on August 18, 2022 and August 25, 2022. If the two listed dates are not a publication date for any of the listed papers, please publish the notice twice, at a 7-day interval, in the applicable paper, beginning on the publication date that is closest to August 18, 2022. The first and second publication dates in any paper should be no later than August 19 and August 26, 2022, respectively. Please provide a proof of the Notice as soon as possible. Thank you.

**Notice of Introduction of and Public Hearing Regarding Bill 22-12 and
 Notice of September 6, 2022 Special Legislative Session
 Worcester County Commissioners**

Take Notice that Bill 22-12 was introduced by Commissioners Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom and Purnell on August 2, 2022. Bill 22-12 is titled 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-7 MAY NOT HAVE BECOME EFFECTIVE.

Bill No. 22-12 (1) sets forth certain rules of construction; (2) provides for the authorized borrowings described in the title above; (3) provides that the bill may be amended to authorize the use of proceeds for other public purposes; (4) provides that details of any of the authorized general obligation bonds, bond anticipation notes or refunding bonds will be determined or provided for by the County Commissioners by resolution; (5) pledges the County's full faith and credit and unlimited taxing power to payment of any such issued general obligation debt and provides for the levy of annual property taxes sufficient to pay debt service on any such issued general obligation debt; (6) allows other available funds to be used to pay debt service on any such issued general obligation debt; (7) generally relates to the authorized general obligation debt; and (8) provides that no general obligation debt will be issued under authority of Bill 22-7.



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

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

A Public Hearing will be held on Bill 22-12 on Tuesday, September 6, 2022 at 10:30 A.M. in the County Commissioners Meeting Room, Room 1101-Government Center, One West Market Street, Snow Hill, Maryland 21863.

A Special Legislative Session will be held in the County Commissioners Meeting Room on Tuesday, September 6, 2022 beginning at 10:30 A.M. It is anticipated that Bill 22-12 will be considered for passage at such Special Legislative Session following the public hearing.

THE WORCESTER COUNTY COMMISSIONERS

WSY 8/2/22

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: **DRAFT** Notice of Introduction Bill 22-12 and Public Hearing Notice of Bond Bill for Public Safety
Logistical Storage Facility

.....
Please print the attached Notice of Introduction of Bill 22-12 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-12
Worcester County Commissioners

Take Notice that Bill 22-12 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-7 MAY NOT HAVE BECOME EFFECTIVE.

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"

A Public Hearing
will be held on Bill 22-12
Tuesday, September 6, 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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-7 MAY NOT HAVE BECOME EFFECTIVE.

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.

(7) References in this Local Law to “related costs” shall be construed to include capitalized interest and other costs of the Public Safety Logistical Storage Facility.

(8) Bill 22-7, passed by the Board on April 19, 2022, authorized the issuance of general obligation debt to finance, reimburse or refinance costs of the new Public Safety Logistical Storage Facility but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation debt for such project by this Local Law. Any general obligation debt for such project shall not be issued under the authority of such Bill 22-7.

(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. In addition, it is the intention of the Board that, without notice to or the consent of the holders of the Bonds, and without needing to amend this Local Law, proceeds of the Bonds may be applied to other costs of the new Public Safety Logistical Storage Facility not specifically mentioned in this Local Law as authorized through applicable County budgetary procedures or applicable law. Furthermore, 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 the County, 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, or as authorized by any other applicable 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 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

August 09, 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 22-13 and Public Hearing Notice of Bond Bill for Stephen Decatur Middle School

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 Please print the Notice below in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on August 18, 2022 and August 25, 2022. If the two listed dates are not a publication date for any of the listed papers, please publish the notice twice, at a 7-day interval, in the applicable paper, beginning on the publication date that is closest to August 18, 2022. The first and second publication dates in any paper should be no later than August 19 and August 26, 2022, respectively. Please provide a proof of the Notice as soon as possible. Thank you.

**Notice of Introduction of and Public Hearing Regarding Bill 22-13 and
 Notice of September 6, 2022 Special Legislative Session
 Worcester County Commissioners**

Take Notice that Bill 22-13 was introduced by Commissioners Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom and Purnell on August 2, 2022. Bill 22-13 is titled 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-5 MAY NOT HAVE BECOME EFFECTIVE.

Bill No. 22-13 (1) sets forth certain rules of construction; (2) provides for the authorized borrowings described in the title above; (3) provides that the bill may be amended to authorize the use of proceeds for other public purposes; (4) provides that details of any of the authorized general obligation bonds, bond anticipation notes or refunding bonds will be determined or provided for by the County Commissioners by resolution; (5) pledges the County's full faith and credit and unlimited taxing power to payment of any such issued general obligation debt and provides for the levy of annual property taxes sufficient to pay debt service on any such issued general obligation debt; (6) allows other available funds to be used to pay debt service on any such issued general obligation debt; (7) generally relates to the authorized general obligation debt; and (8) provides that no general obligation debt will be issued under authority of Bill 22-5.



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

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

A Public Hearing will be held on Bill 22-13 on Tuesday, September 6, 2022 at 10:30 A.M. in the County Commissioners Meeting Room, Room 1101-Government Center, One West Market Street, Snow Hill, Maryland 21863.

A Special Legislative Session will be held in the County Commissioners Meeting Room on Tuesday, September 6, 2022 beginning at 10:30 A.M. It is anticipated that Bill 22-13 will be considered for passage at such Special Legislative Session following the public hearing.

THE WORCESTER COUNTY COMMISSIONERS

WSY 8/2/22

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: **DRAFT** Notice of Introduction Bill 22-13 and Public Hearing Notice of Bond Bill for Stephen Decatur Middle School

.....
Please print the attached Notice of Introduction of Bill 22-13 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-13
Worcester County Commissioners

Take Notice that Bill 22-13 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-5 MAY NOT HAVE BECOME EFFECTIVE.

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 SS to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "SS"

BOND AUTHORIZATION FOR FINANCING A PORTION OF THE COST OF ENGINEERING, DESIGNING, CONSTRUCTING, EQUIPPING, FURNISHING AND UNDERTAKING SITE WORK FOR AN

**A Public Hearing
will be held on Bill 22-13
Tuesday, September 6, 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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 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, EACH 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, 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; PROVIDING THAT PROCEEDS OF SUCH BONDS OR BOND ANTICIPATION NOTES MAY BE APPLIED TO OTHER COSTS OF SUCH PROJECT AS DESCRIBED HEREIN; AND RECOGNIZING THAT BILL 22-5 MAY NOT HAVE BECOME EFFECTIVE.

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 SS to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “SS”

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.

(7) References in this Local Law to “related costs” shall be construed to include capitalized interest and other costs of an addition to Stephen Decatur Middle School.

(8) Bill 22-5, passed by the Board on April 19, 2022, authorized the issuance of general obligation debt to finance, reimburse or refinance costs of an addition to Stephen Decatur Middle School but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation debt for such project by this Local Law. Any general obligation debt for such project shall not be issued under authority of such Bill 22-5.

(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. In addition, it is the intention of the Board that, without notice to or the consent of the holders of the Bonds, and without needing to amend this Local Law, proceeds of the Bonds may be applied to other costs of an addition to Stephen Decatur Middle School not specifically mentioned in this Local Law as authorized through applicable County budgetary procedures or applicable law. Furthermore, 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 the County, 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, or as authorized by any other applicable 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

August 09, 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 22-14 and Public Hearing Notice of Refunding Bonds 2013 Series Taxable

.....
 Please print the Notice below in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on August 18, 2022 and August 25, 2022. If the two listed dates are not a publication date for any of the listed papers, please publish the notice twice, at a 7-day interval, in the applicable paper, beginning on the publication date that is closest to August 18, 2022. The first and second publication dates in any paper should be no later than August 19 and August 26, 2022, respectively. Please provide a proof of the Notice as soon as possible. Thank you.

**Notice of Introduction of and Public Hearing Regarding Bill 22-14 and
 Notice of September 6, 2022 Special Legislative Session
 Worcester County Commissioners**

Take Notice that Bill 22-14 was introduced by Commissioners Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom and Purnell on August 2, 2022. Bill 22-14 is titled 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; AND RECOGNIZING THAT BILL 22-1 MAY NOT HAVE BECOME EFFECTIVE.

Bill No. 22-14 (1) sets forth certain rules of construction; (2) provides for the authorized borrowings described in the title above; (3) provides that the bill may be amended to authorize the use of proceeds for other public purposes; (4) provides that details of any of the authorized general obligation bonds, bond anticipation notes or refunding bonds will be determined or provided for by the County Commissioners by resolution; (5) pledges the County's full faith and credit and unlimited taxing power to payment of any such issued general obligation debt and provides for the levy of annual property taxes sufficient to pay debt service on any such issued general obligation debt; (6) allows other available funds to be used to pay debt service on any such issued general obligation debt; (7) generally relates to the authorized general obligation debt; and (8) provides that no general obligation debt will be issued under authority of Bill 22-1.

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

A Public Hearing will be held on Bill 22-14 on Tuesday, September 6, 2022 at 10:30 A.M. in the County Commissioners Meeting Room, Room 1101-Government Center, One West Market Street, Snow Hill,



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

A Special Legislative Session will be held in the County Commissioners Meeting Room on Tuesday, September 6, 2022 beginning at 10:30 A.M. It is anticipated that Bill 22-14 will be considered for passage at such Special Legislative Session following the public hearing.

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

ITEM 19

APPROVED

WSY 8/2/22

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: **DRAFT** Notice of Introduction Bill 22-14 and Public Hearing Notice of Bond Bill for Refunding of 2013 Taxable Bonds

.....
Please print the attached Notice of Introduction of Bill 22-14 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-14
Worcester County Commissioners

Take Notice that Bill 22-14 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; AND RECOGNIZING THAT BILL 22-1 MAY NOT HAVE BECOME EFFECTIVE.

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 TT to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "TT"
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)

A Public Hearing
will be held on Bill 22-14
Tuesday, September 6, 2022
at 10:30 A.M.

in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

ITEM 19

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 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 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; AND RECOGNIZING THAT BILL 22-1 MAY NOT HAVE BECOME EFFECTIVE.

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 TT to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “TT”

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.”

(5) Bill 22-1, passed by the Board on April 19, 2022, authorized the issuance of general obligation refunding bonds for the purpose of refunding in whole or in part the outstanding 2013 Taxable Bonds, including payment of related costs and costs of issuance, but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation refunding bonds for such purpose by this Local Law. Any general obligation refunding bonds for such purpose shall not be issued under authority of such Bill 22-1.

(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 \$3,745,000. 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 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 the County, 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, or as authorized by any other applicable 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 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

August 09, 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 22-15 and Public Hearing Notice of Refunding Bonds 2014 Series

.....
 Please print the Notice below in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 18, 2022 and August 25, 2022. If the two listed dates are not a publication date for any of the listed papers, please publish the notice twice, at a 7-day interval, in the applicable paper, beginning on the publication date that is closest to August 18, 2022. The first and second publication dates in any paper should be no later than August 19 and August 26, 2022, respectively. Please provide a proof of the Notice as soon as possible. Thank you.

**Notice of Introduction of and Public Hearing Regarding Bill 22-15 and
 Notice of September 6, 2022 Special Legislative Session
 Worcester County Commissioners**

Take Notice that Bill 22-15 was introduced by Commissioners Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom and Purnell on August 2, 2022. Bill 22-15 is titled 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; AND RECOGNIZING THAT BILL 22-2 MAY NOT HAVE BECOME EFFECTIVE.

Bill No. 22-15 (1) sets forth certain rules of construction; (2) provides for the authorized borrowings described in the title above; (3) provides that the bill may be amended to authorize the use of proceeds for other public purposes; (4) provides that details of any of the authorized general obligation bonds, bond anticipation notes or refunding bonds will be determined or provided for by the County Commissioners by resolution; (5) pledges the County's full faith and credit and unlimited taxing power to payment of any such issued general obligation debt and provides for the levy of annual property taxes sufficient to pay debt service on any such issued general obligation debt; (6) allows other available funds to be used to pay debt service on any such issued general obligation debt; (7) generally relates to the authorized general obligation debt; and (8) provides that no general obligation debt will be issued under authority of Bill 22-2.

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

A Public Hearing will be held on Bill 22-15 on Tuesday, September 6, 2022 at 10:30 A.M. in the County Commissioners Meeting Room, Room 1101-Government Center, One West Market Street, Snow Hill, Maryland 21863.



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

A Special Legislative Session will be held in the County Commissioners Meeting Room on Tuesday, September 6, 2022 beginning at 10:30 A.M. It is anticipated that Bill 22-15 will be considered for passage at such Special Legislative Session following the public hearing.

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

ITEM 20

APPROVED

WSY 8/2/22

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: **DRAFT** Notice of Introduction Bill 22-15 and Public Hearing Notice of Bond Bill for Refunding of 2014 Series Bonds

.....
Please print the attached Notice of Introduction of Bill 22-15 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-15
Worcester County Commissioners

Take Notice that Bill 22-15 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; AND RECOGNIZING THAT BILL 22-2 MAY NOT HAVE BECOME EFFECTIVE.

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 UU to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX "UU"

BOND AUTHORIZATION FOR REFUNDING IN WHOLE OR IN PART THE THEN- OUTSTANDING COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2014 SERIES

A Public Hearing
will be held on Bill 22-15
Tuesday, September 6, 2022
at 10:30 A.M.
in the

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY: Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell
INTRODUCED: August 2, 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 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; AND RECOGNIZING THAT BILL 22-2 MAY NOT HAVE BECOME EFFECTIVE.

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 UU to the Code of Public Local Laws of Worcester County, Maryland be created to read as follows:

APPENDIX “UU”

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.”

(5) Bill 22-2, passed by the Board on April 19, 2022, authorized the issuance of general obligation refunding bonds for the purpose of refunding in whole or in part the outstanding 2014 Bonds, including payment of related costs and costs of issuance, but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation refunding bonds for such purpose by this Local Law. Any general obligation bonds for such purpose shall not be issued under authority of such Bill 22-2.

(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 the County, 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, or as authorized by any other applicable 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 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

August 09, 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 22-16 and Public Hearing Notice of Refunding Bonds 2015 Series A

.....
 Please print the Notice below in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 18, 2022 and August 25, 2022. If the two listed dates are not a publication date for any of the listed papers, please publish the notice twice, at a 7-day interval, in the applicable paper, beginning on the publication date that is closest to August 18, 2022. The first and second publication dates in any paper should be no later than August 19 and August 26, 2022, respectively. Please provide a proof of the Notice as soon as possible. Thank you.

**Notice of Introduction of and Public Hearing Regarding Bill 22-16 and
 Notice of September 6, 2022 Special Legislative Session
 Worcester County Commissioners**

Take Notice that Bill 22-16 was introduced by Commissioners Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom and Purnell on August 2, 2022. Bill 22-16 is titled 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 \$10,095,000, 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; AND RECOGNIZING THAT BILL 22-3 MAY NOT HAVE BECOME EFFECTIVE.

Bill No. 22-16 (1) sets forth certain rules of construction; (2) provides for the authorized borrowings described in the title above; (3) provides that the bill may be amended to authorize the use of proceeds for other public purposes; (4) provides that details of any of the authorized general obligation bonds, bond anticipation notes or refunding bonds will be determined or provided for by the County Commissioners by resolution; (5) pledges the County's full faith and credit and unlimited taxing power to payment of any such issued general obligation debt and provides for the levy of annual property taxes sufficient to pay debt service on any such issued general obligation debt; (6) allows other available funds to be used to pay debt service on any such issued general obligation debt; (7) generally relates to the authorized general obligation debt; and (8) provides that no general obligation debt will be issued under authority of Bill 22-3.

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

A Public Hearing will be held on Bill 22-16 on Tuesday, September 6, 2022 at 10:30 A.M. in the County Commissioners Meeting Room, Room 1101-Government Center, One West Market Street, Snow Hill, Maryland 21863.



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

A Special Legislative Session will be held in the County Commissioners Meeting Room on Tuesday, September 6, 2022 beginning at 10:30 A.M. It is anticipated that Bill 22-16 will be considered for passage at such Special Legislative Session following the public hearing.

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

ITEM 21
APPROVED

WSY 8/2/22

July 27, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: **DRAFT** Notice of Introduction Bill 22-16 and Public Hearing Notice of Bond Bill for Refunding of 2015 Series A Bonds

.....
Please print the attached Notice of Introduction of Bill 22-16 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 25, 2022 and September 1, 2022.
Thank you.

DRAFT
Notice of Special Legislative Session
September 6, 2022
and
Notice of Introduction of Bill 22-16
Worcester County Commissioners

Take Notice that Bill 22-16 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 \$10,095,000, 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; AND RECOGNIZING THAT BILL 22-3 MAY NOT HAVE BECOME EFFECTIVE.

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 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 CONSOLIDATED PUBLIC IMPROVEMENT BONDS, 2015 SERIES A

A Public Hearing
will be held on Bill 22-16
Tuesday, September 6, 2022
at 10:30 A.M.
in the

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-__

BY:

INTRODUCED: August 2, 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 ITS GENERAL OBLIGATION REFUNDING BONDS THEREFOR, AT ONE TIME OR FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$10,095,000, 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; AND RECOGNIZING THAT BILL 22-3 MAY NOT HAVE BECOME EFFECTIVE.

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 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 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 \$10,095,000 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.”

(5) Bill 22-3, passed by the Board on April 19, 2022, authorized the issuance of general obligation refunding bonds for the purpose of refunding in whole or in part the outstanding 2015 A Bonds, including payment of related costs and costs of issuance, but may not have become effective in accordance with applicable law. Accordingly, the Board desires to authorize the issuance of general obligation refunding bonds for such purpose by this Local Law. Any such general obligation refunding bonds for such purpose shall not be issued under authority of such Bill 22-3.

(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 \$7,765,000. 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 \$10,095,000 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 \$10,095,000, 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 the County, 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, or as authorized by any other applicable 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 Government

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

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

MEMORANDUM

TO: Worcester County Commissioners
 FROM: Nicholas W. Rice, Procurement Officer
 DATE: September 2, 2022
 RE: Snow Hill Homeowner Convenience Center Project Change Request

At the August 16, 2022 Commissioners' Meeting, Public Works received approval to advertise the bid package for the Snow Hill Homeowner Convenience Center (HOCC) Dropoff Area Upgrades, see attached. The original bid documents request the contractor maintain operations of the transfer station adjacent to the work area by setting up traffic barrels in the middle of the drive lane. The public would then be given access to one side while work is performed on the other.

During the pre-bid meeting on Tuesday, August 30, 2022, the above requirement was discussed with county staff and the potential vendors in attendance. Concerns were raised over public safety in this scenario. The drive lane between the two retainage walls does not appear wide enough to allow public access to one side while construction is being completed on the other. An alternative scenario was discussed where the county would close the drive lane completely and place roll-off bins outside of the construction area. This scenario would allow operations to continue during construction, however we do not feel there is adequate space for vehicles to safely enter and exit. After discussions with public works staff and administration, our recommendation would be to close the Snow Hill location completely during the construction phase and direct the public to our central site, which is approximately six miles from this location.

Public Works is requesting Commissioners' approval to close the Snow Hill Convenience Center for approximately ninety days to allow for this work to be completed. The complete closure will enable cost savings, time savings, and provide a safer work environment. If approved, Public Works will advertise this closure for a minimum of thirty days prior to the closure.

The physical addresses of the two locations discussed are listed below.

Snow Hill Transfer Station, 315 Holly Ln, Snow Hill, MD 21863
 Worcester County Solid Waste, 7091 Central Site Ln, Newark, MD 21841



APPROVED

WSY 8/16/22

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
FROM: Joseph Parker, Deputy Chief Administrative Officer
DATE: Christopher S. Clasing, P.E., Deputy Director
August 9, 2022
SUBJECT: Snow Hill Homeowner Convenience Center
Dropoff Area Upgrades Bid Package

Public Works is requesting Commissioner approval to advertise the attached bid package for the Snow Hill Homeowner Convenience Center (HOCC) Dropoff Area Upgrades. This project will cover the construction of the Snow Hill HOCC site operation upgrades for the Public Works Solid Waste Division. A total of \$230,378 in funding is available for this project in the FY' 22 Assigned Fund Balance line item titled "Recycling and Home Owner Convenience Center Repair/Upgrades".

The project generally consists of the construction of a concrete pad, concrete retaining wall, excavation, traffic control, site work, asphalt paving, mill and overlay, coordination with the County's Trash Compactor installer, testing, site restoration and close-out, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications.

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

Attachments

cc: Dallas Baker Jr, P.E. Director
David Candy, Solid Waste Superintendent

WORCESTER COUNTY

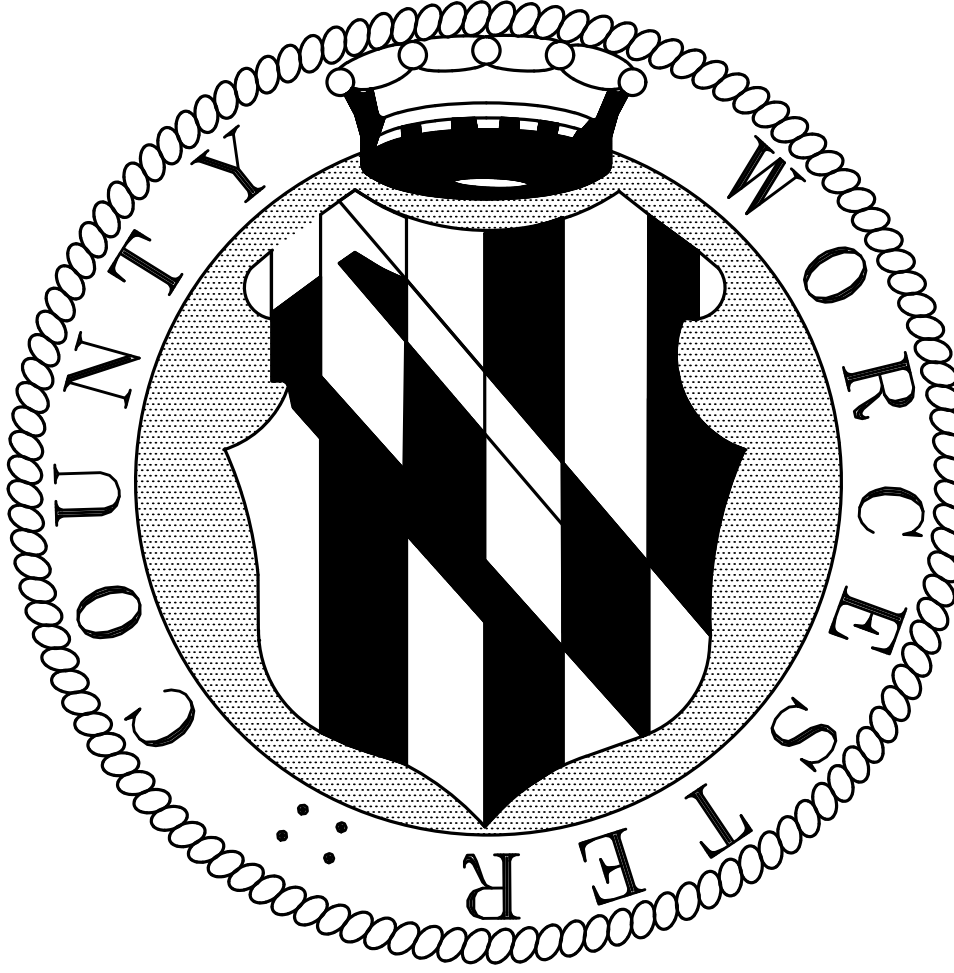
DEPARTMENT OF PUBLIC WORKS

SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES

SNOW HILL, MARYLAND



LOCATION MAP
SCALE: 1" = 6 mi.



VICINITY MAP
SCALE: 1" = 700'

SHEET LIST

DRAWING NO.	SHEET NO.	DRAWING TITLE
G-001	1	TITLE SHEET
C-101	2	DEMOLITION AND EXISTING CONDITIONS PLAN
C-201	3	PROPOSED SITE PLAN
S-1.1	4	STRUCTURAL PLAN AND NOTES
S-2.1	5	SECTIONS AND DETAILS

PROJECT AND SITE DATA

- OWNER: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND 21863
CONTACT: MR. DALLAS BAKER, P.E.
PHONE: 410-632-5623 X2300
EMAIL: DBAKER@CO.WORCESTER.MD.US
- APPLICANT: WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MARYLAND 21863
CONTACT: MR. DALLAS BAKER, P.E.
PHONE: (410) 632-5623 X2300
EMAIL: DBAKER@CO.WORCESTER.MD.US
- ENGINEER: EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC
11200 RACETRACK ROAD, UNIT 101A
OCEAN PINES, MARYLAND 21811
CONTACT: STEVEN LEMASTERS, P.E.
PHONE: 410-641-5341
EMAIL: SLEMASTERS@EAEST.COM
- SITE ADDRESS: 315 HOLLY LANE, SNOW HILL, MD 21863
- PROPERTY : TAX MAP 63, PARCEL 0095, GRID 006, AREA= 24.62 ACRES
- FLOODPLAIN: ZONE X (UNSHADED); AREAS DETERMINES TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FIRM PANEL 24047C0242H LAST REVISED JULY 16, 2015, PANEL 242 OF 450.
- SOILS PRESENT: Uzb - UDORTHENTS, LOAMY (HSG C)
- PROPOSED L.O.D.: 4,950 SF OR 0.113 ACRES
- FOREST CONSERVATION IS NOT REQUIRED.
- NO PART OF THE PROJECT RESIDES WITHIN THE CRITICAL AREA BUFFER.
- NO WETLANDS WILL BE DISTURBED AS A PART OF THE PROJECT.

ABBREVIATIONS

AC	ACRES
APPRX	APPROXIMATELY
BLDG	BUILDING
BW	BOTTOM OF WALL
CATV	CABLE TELEVISION
COMM	COMMUNICATIONS
CONC	CONCRETE
CL	CENTERLINE
CLR	CLEARANCE
CY	CUBIC YARD
ELEV	ELEVATION
ESC	EROSION AND SEDIMENT CONTROL
EXIST	EXISTING
FL	FLOWLINE
FT	FEET
INV	INVERT
LF	LINEAR FOOT
L.O.D	LIMITS OF DISTURBANCE
m.i.	MILE
MOSH	MARYLAND OCCUPATIONAL SAFETY AND HEALTH
N/A	NOT APPLICABLE
NAD 83	NORTH AMERICAN DATUM OF 1983
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
NO.	NUMBER
O.C.	ON CENTER
O.C.E.W.	ON CENTER EACH WAY
OHE	OVERHEAD ELECTRIC
PR	PROPOSED
SCH	SCHEDULE
SD	STORM DRAIN
SF	SQUARE FEET
SWM	STORMWATER MANAGEMENT
TW	TOP OF WALL
TYP	TYPICAL
UGND/UG	UNDERGROUND
W/	WITH
WSEL	WATER SURFACE ELEVATION

LEGEND

DESCRIPTION	EXISTING	PROPOSED
COMM CATV PEDESTAL	□ C	N/A
COMM TELEPHONE PEDESTAL	□ T	N/A
ELECTRIC LIGHT POST	⊗ #	N/A
ELECTRIC UTILITY POLE	○ #	N/A
ELECTRIC GUY WIRE	—	N/A
ELECTRIC GUY POLE	○	N/A
ELECTRIC OVHD LINE	— OHE —	N/A
ELECTRIC UGND LINE	— E — E —	N/A
PROPERTY MARKER	○	N/A
PROPERTY BOUNDARY	—	N/A
PROPERTY BOUNDARY ADJOINER	—	N/A
SITE SIGN	+	N/A
SITE SPOT ELEVATION	+ 7.6	7.60
SITE CONTOUR	— 6 —	— 6 —
SITE CONCRETE	—	—
STORMDRAIN PIPE	—	N/A
PLAN KEYNOTE CALLOUT	N/A	1
ESC LIMIT OF DISTURBANCE	N/A	— LOD — LOD —
ESC SILT FENCE	N/A	— SF — SF —
GRAVEL	—	—
UTILITY PROVIDER ELECTRICAL METER	⬡ E	N/A
ELECTRICAL PANEL	—	N/A
TRAFFIC BARRELS	—	—
MILL AND OVERLAY	—	—
CAST IN PLACE CONCRETE WALL	—	—
FULL SECTION PAVEMENT RESTORATION	N/A	—
TREE	—	N/A
SWALE CENTERLINE	—	N/A
WOODEN WALKWAY	—	N/A
TIMBER PILES	—	N/A

THIS FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.

WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS DATE

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES

WORCESTER COUNTY, MARYLAND

TITLE SHEET



EA Engineering, Science,
and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341

www.eaest.com

SCALE AS SHOWN

FULL SIZE PLOT: 24" x 36"

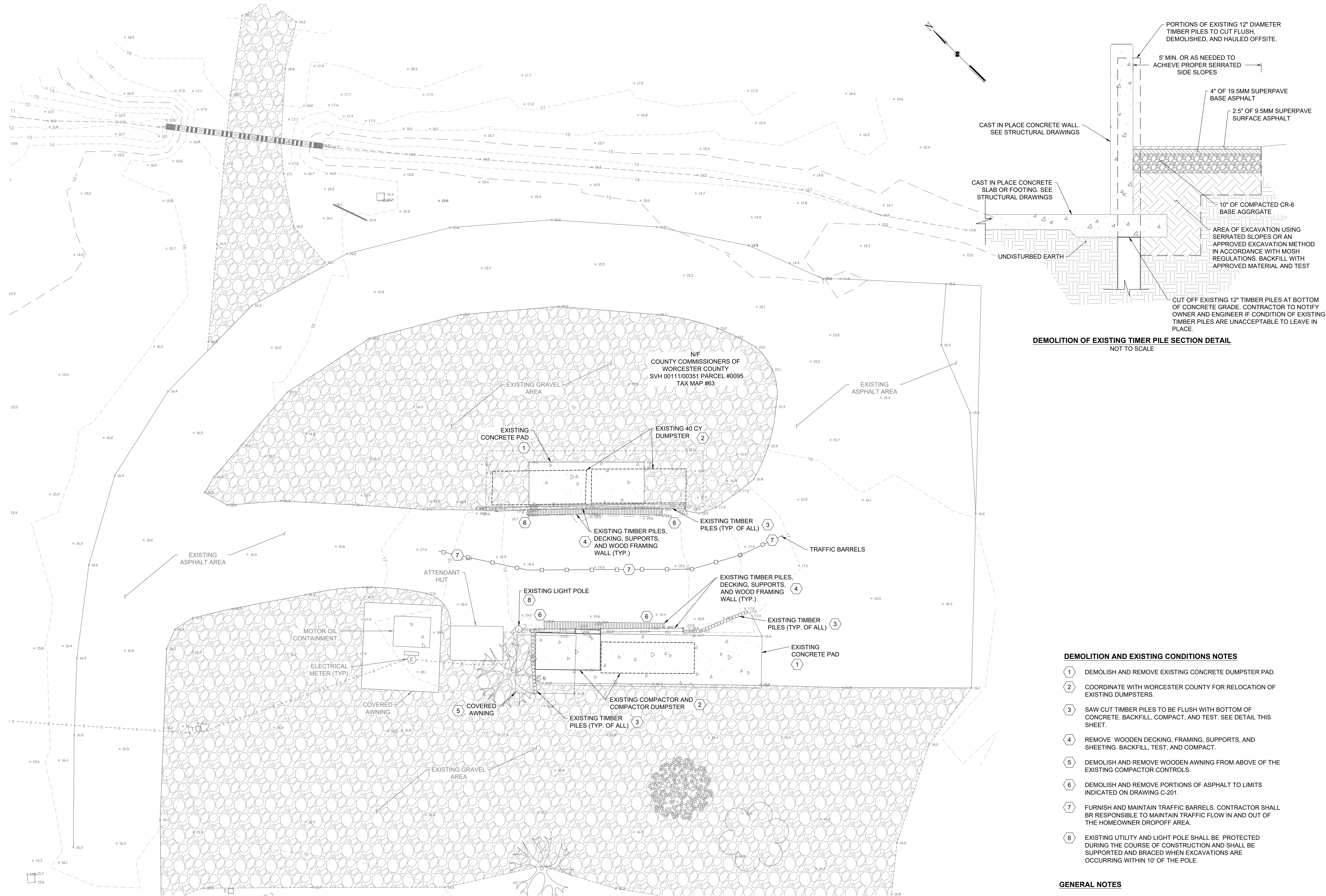
DATE: AUGUST 2022

PROJECT NUMBER: 1060947

G-001

SHEET: 1 OF 5

FILE PATH: \\C:\ENGINEERING\PROJECTS\WORCESTER COUNTY\1060947 - SNOW HILL HOMEOWNER DROPOFF FACILITY\DWG\PRODUCTION\DESIGN SET\DWG\HILL HOMEOWNER DROPOFF.DWG (S-01)\\HALLONELL, NIEL 8/20/2023 3:38 PM



DEMOLITION AND EXISTING CONDITIONS PLAN
SCALE: 1" = 10'

DEMOLITION AND EXISTING CONDITIONS NOTES

- 1 DEMOLISH AND REMOVE EXISTING CONCRETE DUMPSTER PAD.
- 2 COORDINATE WITH WORCESTER COUNTY FOR RELOCATION OF EXISTING DUMPSTERS.
- 3 SAW CUT TIMBER PILES TO BE FLUSH WITH BOTTOM OF CONCRETE. BACKFILL, COMPACT, AND TEST. SEE DETAIL THIS SHEET.
- 4 REMOVE WOODEN DECKING, FRAMING, SUPPORTS, AND SHEETING. BACKFILL, TEST, AND COMPACT.
- 5 DEMOLISH AND REMOVE WOODEN AWNING FROM ABOVE OF THE EXISTING COMPACTOR CONTROLS.
- 6 DEMOLISH AND REMOVE PORTIONS OF ASPHALT TO LIMITS INDICATED ON DRAWING C-201.
- 7 FURNISH AND MAINTAIN TRAFFIC BARRELS. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN TRAFFIC FLOW IN AND OUT OF THE HOMEOWNER DROPOFF AREA.
- 8 EXISTING UTILITY AND LIGHT POLE SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION AND SHALL BE SUPPORTED AND BRACED WHEN EXCAVATIONS ARE OCCURRING WITHIN 10' OF THE POLE.

GENERAL NOTES

1. CONTRACTOR SHALL PERFORM WORK ON ONE SIDE OF THE FACILITY AT A TIME AND MAINTAIN ONE OPEN DRIVE LANE FOR THE PUBLIC'S USE AT THE FACILITY DURING CONSTRUCTION.

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES

DEMOLITION AND EXISTING CONDITIONS PLAN

EA
EA Engineering, Science,
and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341
www.eaest.com

0 5' 10' 20'
GRAPHIC SCALE IN FEET

FULL SIZE PLOT: 24" x 36"

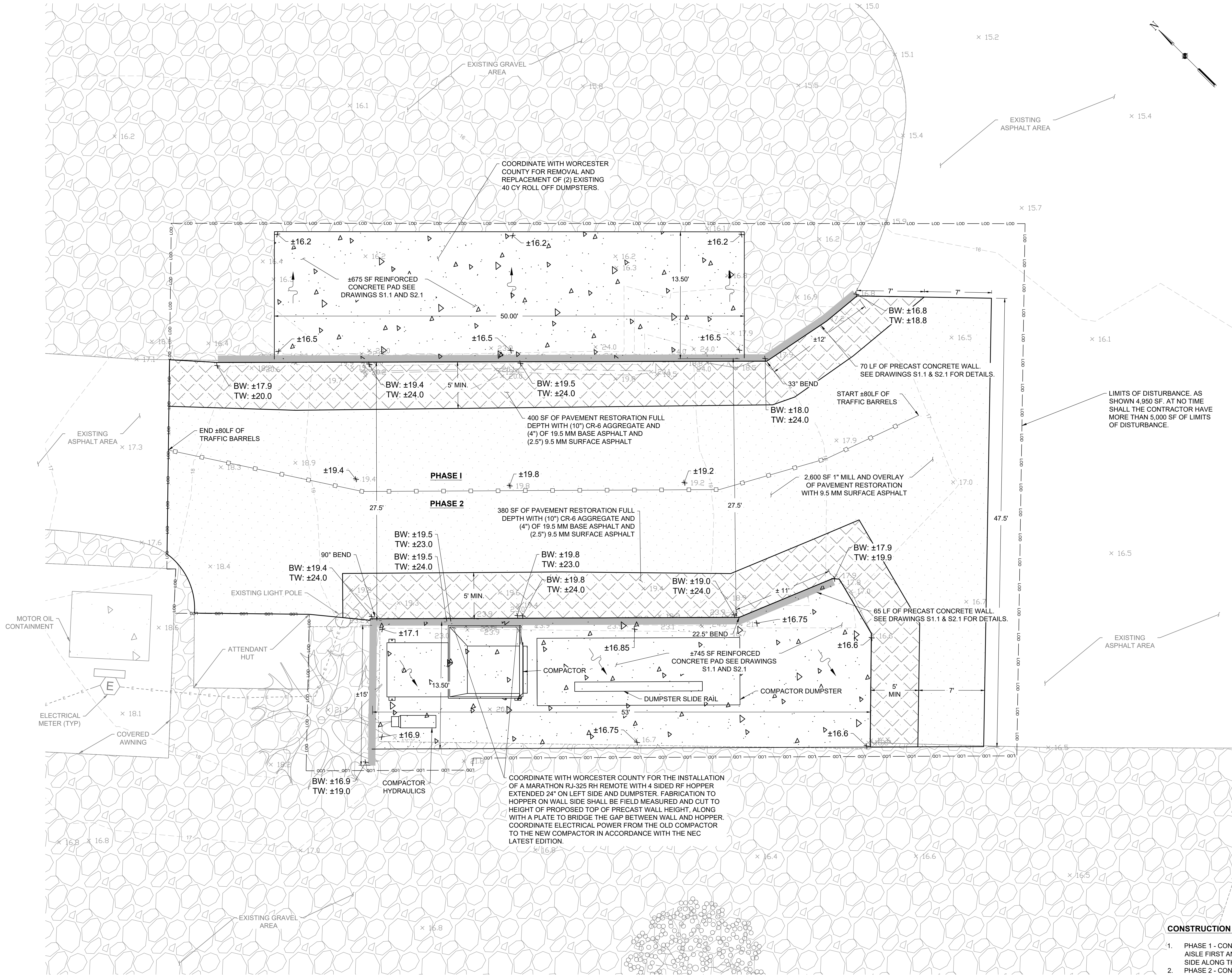
DATE: AUGUST 2022

PROJECT NUMBER: 1060947

C-101

SHEET: 2 OF 5

FILE PATH: \\CGA\PROJECTS\2022\WORCESTER COUNTY\1060947 - SNOW HILL HOMEOWNER DROPOFF FACILITY\CD\PRODUCTION\DESIGN SET\DWG\1060947.DWG (PLOT)\\HALL, N.E.L. 8/2/2022 3:38 PM



PROPOSED CONDITIONS PLAN
SCALE: 1" = 5'

CONSTRUCTION SEQUENCE NOTE

1. PHASE 1 - CONTRACTOR SHALL COMPLETE THE WORK TO THE NORTH SIDE OF THE DRIVE AISLE FIRST AND MAINTAIN OPERATION OF THE TRANSFER STATION FROM THE SOUTH SIDE ALONG THE EXISTING COMPACTOR AREA.
2. PHASE 2 - CONTRACTOR SHALL COMPLETE THE WORK TO THE SOUTH ALONG THE AREA OF THE COMPACTOR AND MAINTAIN OPERATION OF THE TRANSFER STATION FROM THE NORTH SIDE OF THE DRIVE AISLE.
3. AFTER COMPLETION OF PHASE 1 AND 2 ASPHALT PAVEMENT RESTORATION SHALL BE COMPLETED AND NORMAL OPERATIONS SHALL BE RESUMED.
4. CONTRACTOR TO PROVIDE AND MAINTAIN ACCESS TO AND TRAFFIC CONTROL OPERATIONS FOR THE PUBLIC AND THE COUNTY WITHIN THE WORK ZONE DURING ALL PHASES OF CONSTRUCTION.

DESIGN INFORMATION		REVISIONS		DESCRIPTION	
DESIGNED BY:	NWH/SCL	NO.	DATE	BY	
DRAWN BY:	NWH				
CHECKED BY:	GAT				
PROJECT MANAGER:	DOK				
PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 55422, EXPIRATION DATE: DECEMBER 16, 2023.					
SEAL					
WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES WORCESTER COUNTY, MARYLAND PROPOSED SITE PLAN					
 EA Engineering, Science, and Technology, Inc., PBC 11200 Racetrack Road, Unit A101 Ocean Pines, Maryland 21811 (410) 641-5341 www.east.com					
0 2.5' 5' 10' GRAPHIC SCALE IN FEET					
FULL SIZE PLOT: 24" x 36"					
DATE: AUGUST 2022					
PROJECT NUMBER: 1060947					
C-201 SHEET: 3 OF 5					

C&S IN-PLACE CONCRETE

ALL CONCRETE SHALL BE MADE IN ACCORDANCE WITH DESIGN MIXES WHICH ARE TO BE APPROVED BY THE ENGINEER PRIOR TO CASTING ANY CONCRETE. MIXES SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTION ACI 318. MIXES SHALL HAVE A MINIMUM CEMENT CONTENT OF 520 LB. PER CUBIC YD., MAXIMUM WATER/CEMENT RATIO OF 0.53 FOR INTERIOR CONCRETE PROTECTED FROM FREEZING AND 0.45 FOR ALL EXTERIOR EXPOSED CONCRETE.

MINIMUM SPECIFIED COMPRESSIVE STRENGTH f'c @ 28 DAYS.

LOCATION	MIN. COMP. (F'C)	SUMP (IN.)	AIR ENTRAINED
SLABS AND WALLS	4000 PSI	4" +/- 1"	5% +/- 1%

FIBERMESH ADDITIVE ACCEPTABLE WITHIN MANUFACTURER RECOMMENDATIONS AND PER COUNTY.

CONCRETE MATERIALS SHALL CONFORM TO ASTM C150, TYPE I FOR PORTLAND CEMENT AND ASTM C33 FOR AGGREGATES. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494, TYPE A (FREE OF CALCIUM CHLORIDES). AIR-ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C226, AND HIGH-RANGE WATER REDUCERS (SUPER-PLASTICIZERS) SHALL CONFORM TO ASTM C494, TYPE F. FLY ASH SHALL COMPLY WITH ASTM C619 FOR CLASS F AND SHALL NOT BE PROPORTIONED IN MIXES WITH MORE THAN 20% CEMENT BY WEIGHT. LIQUID-MEMBRANE CURING COMPOUNDS SHALL BE HIGH-SOLIDS, WATER AND ACRYLIC-BASED, COMPLYING WITH ASTM C309 AS TESTED UNDER ASTM C156.

USE OF ADDITIVES CONTAINING CALCIUM CHLORIDE SHALL NOT BE PERMITTED. DO NOT USE HIGH-RANGE WATER REDUCING ADMIXTURES IN AIR-ENTRAINED CONCRETE. CONFORM TO ASTM C260.

ADDITION OF WATER TO THE CONCRETE AT THE JOB SITE FOR THE PURPOSE OF INCREASING THE SLUMP OR FOR RETEMPERING THE CONCRETE WHICH HAS BEGUN TO SET IS STRICTLY PROHIBITED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ANCHOR BOLTS, CLIPS, INSERTS, CONNECTION PLATES, SLEEVES, SLOTS AND OTHER REQUIRED ITEMS IN ACCORDANCE WITH THE CONTRACT DRAWINGS, AND IN COOPERATION WITH OTHER TRADES PRIOR TO PLACING CONCRETE.

REINFORCING STEEL SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60 (60,000 PSI). WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A-195. ALL REINFORCING SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH ACI'S MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES, (ACI-315). DETAILS OF REINFORCEMENT SHALL CONFORM TO ACI 318, ACI 315, AND CRSI STANDARDS.

ALL REINFORCING STEEL (INCLUDING WELDED WIRE FABRIC) SHALL BE SECURELY TIED AND ANCHORED IN PLACE TO PREVENT DISLOCATION DURING THE PLACING OPERATION.

REINFORCING STEEL SHALL BE CLEAN OF MUD, DEBRIS, LOOSE RUST, CEMENT, GROUT, OR ANY OTHER MATERIAL WHICH MAY INHIBIT THE BOND BETWEEN THE STEEL AND CONCRETE.

FOUNDATION

SLAB AND FOOTING SUBGRADE SHALL BE PREPARED PER SOIL REPORT BY SGI, LLC DATED MARCH 30, 2022 REQUIREMENTS WITH 2500 PSF ALLOWABLE BEARING CAPACITY.

STEEL

ALL OTHER STRUCTURAL STEEL, INCLUDING PLATES, TIE RODS AND MISCELLANEOUS SHAPES SHALL CONFORM TO ASTM A36 (36 KSI).

BOLTS FOR CONNECTING STRUCTURAL STEEL SHAPES SHALL BE ASTM A325-N, 3/4 -INCH DIAMETER, UNLESS OTHERWISE NOTED ON THE DRAWINGS OR IN THE PROJECT SPECIFICATIONS.

OTHER BOLTS SHALL CONFORM TO ASTM F1554 GRADE 36.

FABRICATION AND ERECTION OF ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE LATEST SPECIFICATION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.

SHOP DRAWINGS

THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL STRUCTURAL ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS FOR APPROVAL. THE STRUCTURAL ENGINEER WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND DESIGN OF THE PROJECT IF THE GENERAL CONTRACTOR FAILS TO OBTAIN APPROVAL OF THE SHOP DRAWINGS. THE GENERAL CONTRACTOR SHALL INFORM THE STRUCTURAL ENGINEER IN WRITING CONCERNING DEVIATIONS AND/OR OMISSIONS FROM THE CONTRACT DOCUMENTS AT THE TIME OF SHOP DRAWING SUBMISSION. THE GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS AND SHALL MAKE ALL CORRECTIONS HE DEEMS NECESSARY BEFORE SUBMISSION. THE GENERAL CONTRACTOR SHALL STATE ON THE SHOP DRAWINGS THAT CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND THAT ALL DIMENSIONS, CONDITIONS AND QUANTITIES HAVE BEEN REVIEWED AND VERIFIED AS SHOWN AND/OR CORRECTED ON THE SHOP DRAWINGS.

MISCELLANEOUS ITEMS

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SAFETY REGULATIONS, PROGRAMS AND PRECAUTIONS RELATED TO ALL WORK ON THIS PROJECT AND FOR THE PROTECTION OF PERSONS AND PROPERTY EITHER ON OR ADJACENT TO THE PROJECT AND SHALL PROTECT SAME AGAINST INJURY, DAMAGE OR LOSS.

THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED ON THE STRUCTURE. SUCH LOADS SHALL NOT EXCEED THE CAPACITY OF THE STRUCTURE AT ANY TIME.

THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION, AND ANY TEMPORARY BRACING OR SUPPORT REQUIRED TO ACCOMMODATE THE CONTRACTOR'S MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

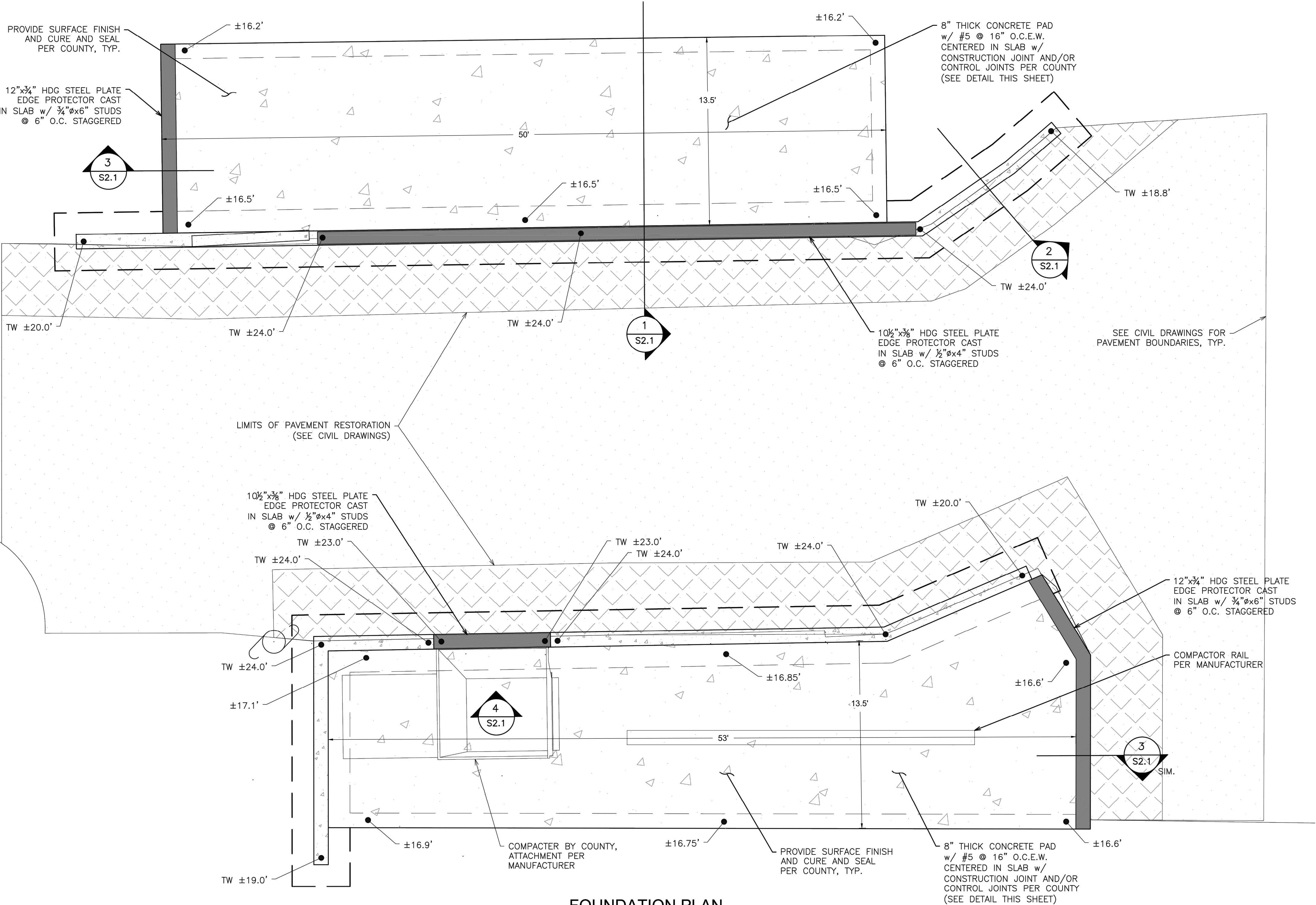
STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE SITE DRAWINGS, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT THE WORK OF ALL TRADES IS COORDINATED WITH ADJACENT WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING, FURNISHING, ERECTING AND REMOVING ANY TEMPORARY SHORING AND BRACING DURING CONSTRUCTION

SAFETY REGULATIONS SHALL BE STRICTLY FOLLOWED BY THE CONTRACTOR OR SUBCONTRACTOR DURING ALL TIMES OF WORK ON THIS PROJECT. THE ARCHITECT OR ENGINEER SHALL NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR ACTS OF OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

ALL SPECIALTY BOLTS, INCLUDING EXPANSION TYPE AND EPOXY TYPE ANCHORS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS.

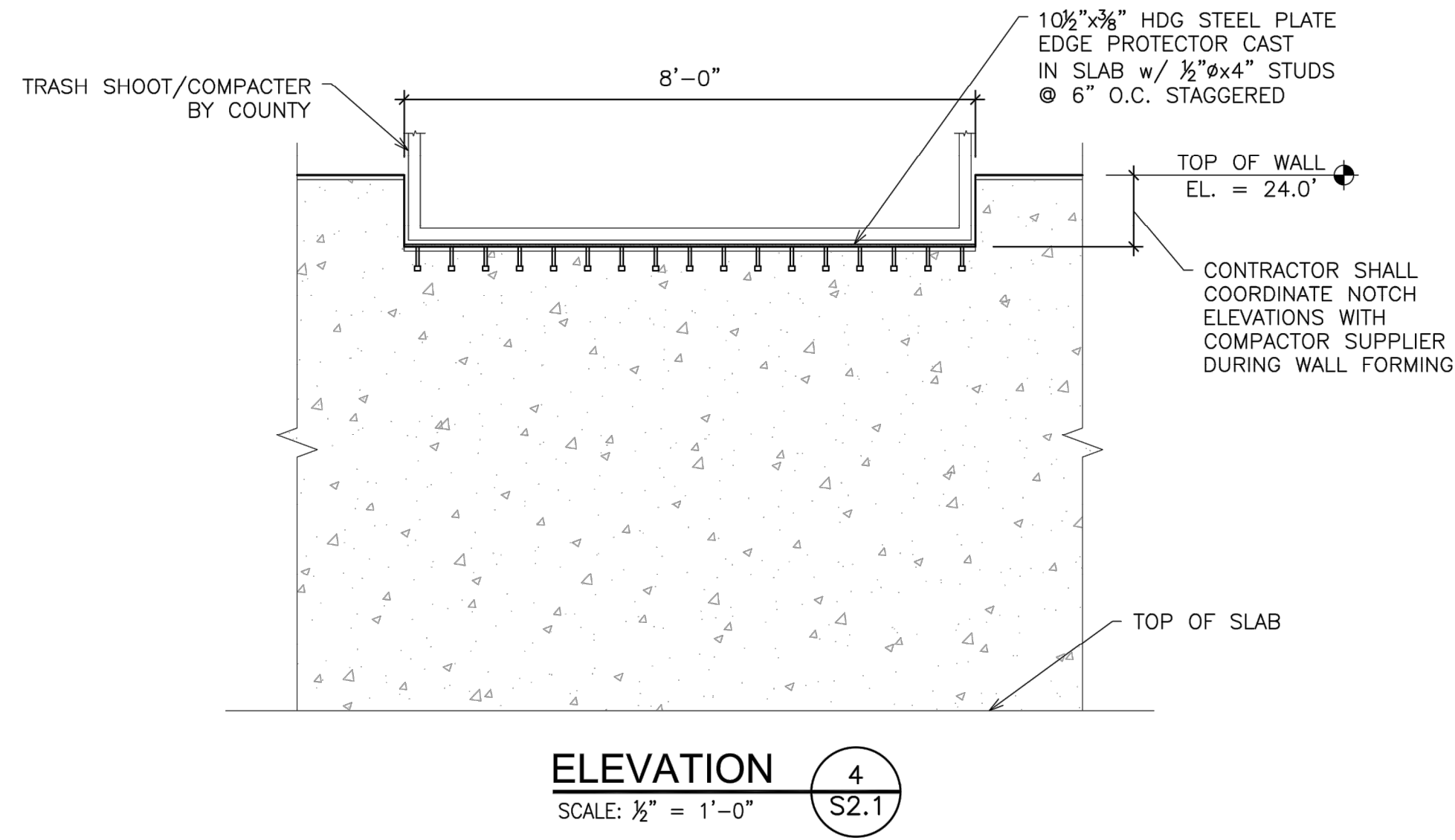
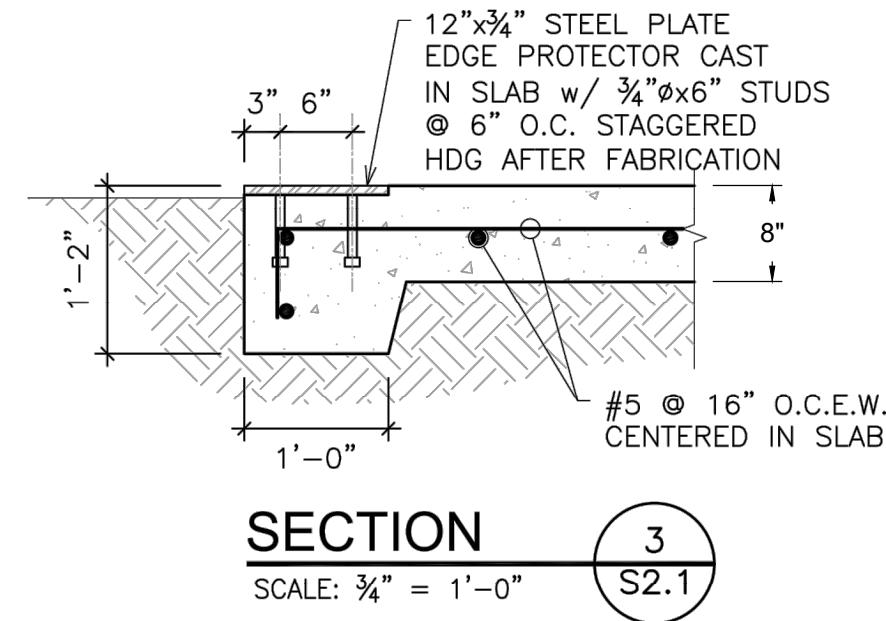
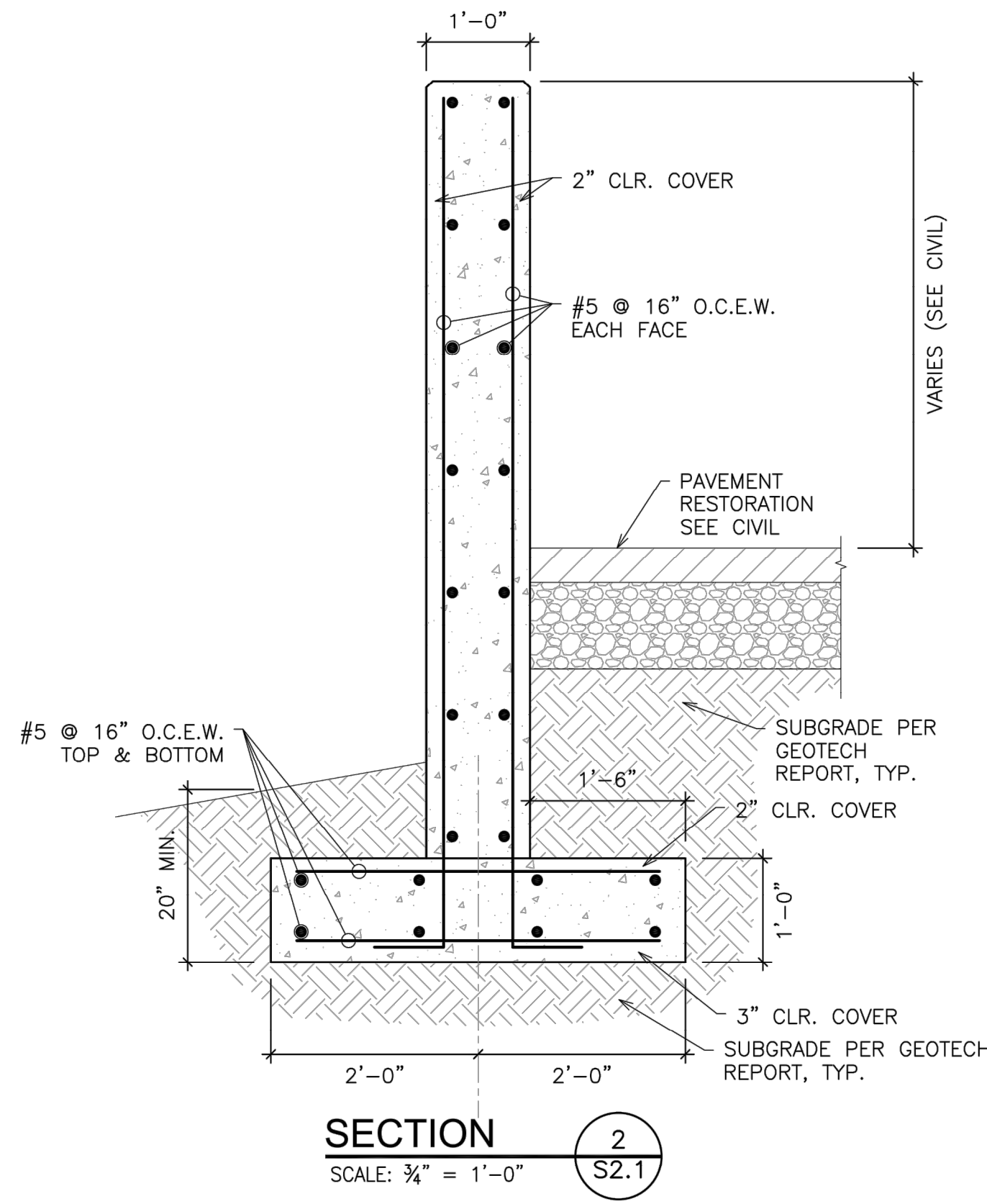
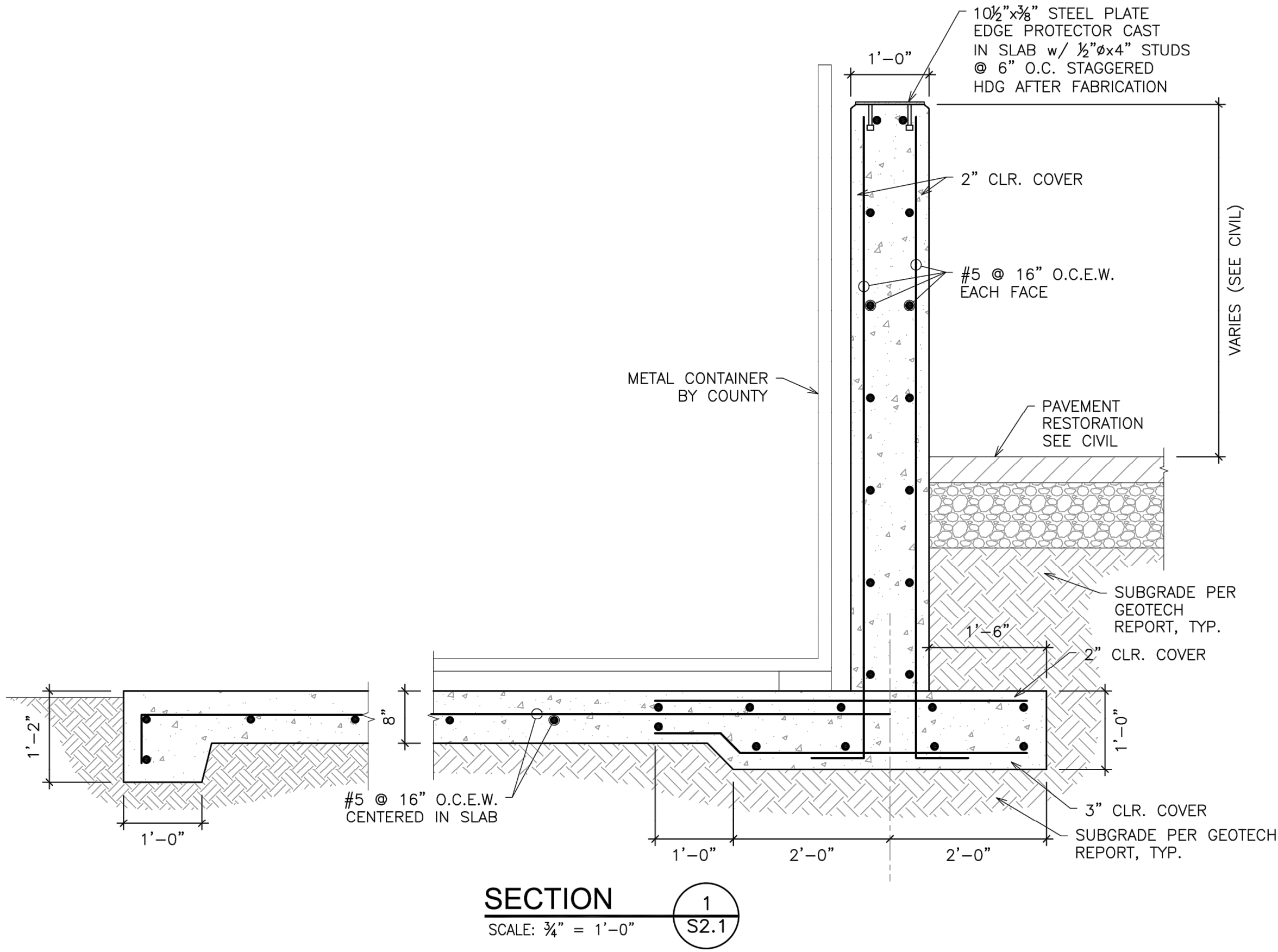
THE CONTRACTOR SHALL PROTECT FROM DAMAGES EXISTING BUILDING(S), OWNER EQUIPMENT, ROADS, WALKS AND UTILITIES. THE CONTRACTOR SHALL MAINTAIN THESE DURING THE COURSE OF THE WORK, AND SHALL REPAIR ALL DAMAGES AT NO ADDITIONAL EXPENSE TO THE OWNER.



PRINTS ISSUED FOR:
REVIEW

REVISIONS

REV. #	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		



GNMB

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WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
SNOW HILL HOMEOWNER DROPOFF AREA UPGRADES

SECTIONS AND
DETAILS

SCALE : AS NOTED	SHEET NO.
DESIGN BY : ARM	S2.1
DRAWN BY : TTVT	
CHECKED BY: ARM	
GMB FILE : 220115	
DATE : JULY 2022	