

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 3, 2024

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding a personnel update, requests to promote to Chief Custodian, Emergency Communication Supervisor, Customer Service Manager, and After School Zone Supervisor, requests to hire Landfill Operator, Recordation Specialist, and Correctional Officer Trainee, and other personnel matters, discussion regarding real property acquisition, receiving legal advice, and performing administrative functions)	
10:00 - Call to Order, Prayer, Pledge of Allegiance	
10:01 - Report on Closed Session; Review and Approval of Minutes from August 20, 2024	
10:02 - Proclamation (1) and Commendation (1)	1
10:05 - Consent Agenda (Choptank Broadband Grant, Talkie Broadband Grant, GVR and ODAC Grant Acceptance, ARPA Grant Snow Hill Fire Department, Elections Grant, Request to Contract Berlin Health Department Flooring, Solid Waste Excavator Lease, Request to Award FY25 Pipe, Jail Dietician, Request to Contract Video Services)	2-11
10:06 - Chief Administrative Officer: Administrative Matters (BOE FY24 Budget Transfers, Choptank Broadband Update, Rural Legacy Dividing Creek, Easement Winding Creek, Public Hearing Request for FY25 Budget Amendment, Board Appointments)	12-17
10:30 - Public Hearing – Bill 24-07 Electrical Standards	18
10:35 - Public Hearing – Bill 24-08 Accessory Buildings in Campground Subdivisions	19
12:00 PM - Questions from the Press; County Commissioner's Remarks	
Lunch	
1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)	

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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!***

DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

August 20, 2024

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

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Budget Officer Kim Reynolds, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: real property acquisition; a personnel update; hiring Ronda Rountree as a temporary office assistant III within County Administration, and Delany McIntosh and Destiny Tull as emergency communications specialist trainees and Donald Clemens as the Electronic Services Installer within Emergency Services, and other personnel matters; receiving legal advice from counsel; and performing administrative functions, including an FY24 monthly financial update, potential board appointments, and the 2025 and 2026 Medicare Advantage Renewal.

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 9:57 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Davida Washington of Development Review and Permitting 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 6, 2024 meeting as presented.

The commissioners presented a years-of-service commendation to Plant Operator III Russell Blizzard who is retiring following 27 years of service to the Water and Wastewater Division.

The commissioners presented commendations to the following 2024 Volunteer Spirit of Worcester County awards recipients: Lifetime Achievement Spirit recipients Sue Latour and Jeannie Powell; Individual Spirit Award recipient Carlos Caceres, Jr.; Group/Team Spirit Award

recipients Friends of Furnace Town and Go Green OC; and Faith-Baised Award recipient Whatcoat Church Opportunity Shop.

Upon a motion by Commissioner Fiori, the commissioners unanimously approved by consent agenda item numbers 2-7 as follows: irrevocably transferring Worcester County's full \$2,356,638 tax-exempt housing bond allocation for 2024 to the Department of Housing and Community Development for use in issuing housing bonds or mortgage credit certificates on behalf of the County; scheduling a public hearing on Rezoning Case No. 445 for an application to rezone approximately 18.54 acres of land located on the northerly side of Purnell Crossing Road in Berlin, and more specifically identified on Tax Map 23 as Parcel 2, from Resource Protection District to Agricultural District; signing a Community Development Block Grant Housing Study Grant Agreement for \$50,000 to conduct a housing study to assess the needs for low to moderate income persons in the County; transferring \$1,575 within the FY25 Roads Division budget to cover an authorized over expenditure; renewing the Memorandum of Understanding and Staffing Agreement Regarding Jail MAT Services with the Wicomico County Health Department to treat opioid use or misuse at the County Jail at a cost not to exceed \$40,156 annually; and awarding the bid to dredge the West Ocean City commercial harbor to Brittingham Construction & Landscaping, Inc. at a cost of \$75 per cubic yard.

Snow Hill Mayor Janet Simpson, Economic Development Director Lorissa McCallister, Davis, Bowen, & Friedel Landscape Engineer Donna Sanders, and Harrison Senior Living CEO and Landscape Architect Harrison Saunders met with the commissioners to review plans for the Bank Street Promenade Project. Ms. McCallister reviewed the plans, which include creating an alluring, park-like space that connects the downtown to the Pocomoke River. She stated that the purpose of the project is to serve as an inclusive, flexible community gathering space for special events and daily use; allow for through traffic and improved safety; retain the number, size, and proximity of parking spaces, though some of those spaces are proposed to be relocated to adjacent areas; fold Bank Street into the Bikeways loop; and provide increased handicap parking and improve accessibility. She then reviewed approved and pending grant funding to cover estimated project costs of \$776,012. She advised that the design incorporates moveable bollards, curves that mimic the river and calm traffic flow, natural vegetative areas that will beautify the area and absorb stormwater, benches, signage, and community art.

In response to questions by Commissioner Bertino, Ms. McCallister stated that the corridor design will include brick, not asphalt and create a park-like space. She advised that the plans include eliminating most but not all parking on Bank Street, to include the parking currently available on the County-owned land, installing a handicap parking pad on Willow Street, and restriping the Library parking lot. She noted that incorporating these parking solutions will culminate in a total of 54 parking spaces. Ms. McCallister concluded that town officials have received buy in from the business community, and they are seeking buy-in from the County. This could come in the form of a Memorandum of Understanding authorizing the town to utilize the County-owned right-of-way (ROW), or more optimally, the commissioners could donate the County-owned ROW to the town, thereby alleviating the County of any maintenance and liability issues.

Commissioner Mitrecic stated that this project will be great for the town of Snow Hill. Commissioner Elder concurred, noting that this is a great step forward for the town.

Commissioner Purnell also agreed, noting that this forward-thinking project would help to revitalize the County Seat. In response to concerns raised by Commissioner Fiori, Ms. McAllister stated that the town is conducting studies to improve available parking and traffic flow. In response to questions by Commissioner Bertino, Ms. McAllister confirmed that there are 18 parking spaces behind the Snow Hill Library, and that space will be reconfigured to replace parking spaces that are currently located on County-owned property by the annex building. She advised that construction is tentatively scheduled to begin in fall 2025.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously declared County-owned land identified in the design plan to be surplus property and agreed to notify the public of their intent to dispose of the surplus property by donating it to the town of Snow Hill, with the public to have an opportunity to comment on the proposal during an upcoming public hearing.

Sheriff Matt Crisafulli requested approval to convert two vacant school resource officer positions from part-time to full-time and one current detective position to corporal for a total additional cost of \$18,897.84, with funding available in the current budget to cover these expenses. Sheriff Crisafulli advised that his office is not able to attract applicants to fill part-time positions. In response to comments by Commissioner Mitrecic, Sheriff Crisafulli advised that he strives to include these types of requests during the budget process; however, these vacancies, which are due to staff retirements, occurred after the FY25 budget had been adopted. In response to a question by Commissioner Elder, Sheriff Crisafulli advised that his goal is to convert all existing part-time positions to full-time to alleviate some overtime costs and eliminate vacancies.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the conversion of two part-time deputy positions to full-time and one existing deputy position to sergeant.

The commissioners met with Human Resources Director Stacey Norton, Fire Marshal Matt Owens, and Emergency Services Deputy Director James Hamilton to discuss their request to create three new positions within Emergency Services as follows: assistant chief of electronic services, emergency communications quality assurance (QA)/quality inspections (QI) specialist, and an outreach specialist. Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved as over expenditures the two new positions of assistant chief of electronic services and emergency communications QA/QI specialist, and they denied the position of outreach specialist.

The commissioners met with Health Officer Becky Jones, Environmental Health Director Ed Potez and Environmental Health Food Program Supervisor Ryan Hayward to discuss concerns regarding mobile food vendor regulations. Chief Administrative Officer Weston Young stated that the County received complaints from several food vendors who wanted to participate in the Great Pocomoke Fair and the Worcester County Fair, but ultimately backed out because they were unable or unwilling to meet Worcester County Health Department (WCHD) regulations. He noted that, while each situation was unique, their common concern was the ease to operate in the four surrounding counties: Accomack County, Virginia, and Somerset, Wicomico, and Dorchester Counties in Maryland.

Ms. Jones reviewed how the WCHD strives to protect the health, wellbeing, and safety of

the community as it focuses on adherence to and the application of the Code of Maryland Regulations (COMAR) as it pertains to mobile food vendors. She stated that the WCHD has 786 licensed food service facilities and grants over 380 temporary food service licenses every year. She then reviewed license costs and possible solutions to make it easier for prospective applicants to become licensed to operate temporarily in the County. These include the following: reciprocity with other jurisdictions, with the certifying health department approving the equipment as stated in Section B of COMAR; coordinate a County onsite evaluation day, which does not guarantee the equipment will meet certification requirements or who would cover certification costs; or training staff specifically on certain equipment.

Commissioner Abbott expressed concern that the WCHD charges \$200 for a one-day permit, while it is only \$100 in Somerset and \$75 in Wicomico. Mr. Potez advised that the fee, which has been in place since 2003, reflects the actual staff costs involved in the certification process. However, he noted that the WCHD offers a food training class for temporary events, and those who participate are then eligible to pay a reduced license fee of only \$80. In response to a question by Commissioner Bertino, Mr. Hayward advised that the class is two hours and takes place in person at the main office in Snow Hill.

In response to questions by Commissioner Elder, Ms. Jones stated that there are no records of any temporary food vendors being denied a license to participate in either of the recent fairs. Commissioner Elder stated that some of these individuals likely cannot afford costs of up to \$11,000 to inspect and certify a portable smoker. He questioned why Somerset and Wicomico have different approvals for the same equipment. Ms. Jones stated that 20 licensees in the County have met that requirement. Commissioner Fiori concurred with Commissioner Elder's comments, noting that many people are being eliminated from participating because they do not have an NSF stamp on their equipment, and they cannot afford to pay \$20,000 more for a piece of equipment that does. He stated that the County should look for a way to work together to come up with another alternative to approve the equipment going forward.

In response to questions by Commissioner Mitrecic, Mr. Potez stated that the smokers are evaluated by engineers, and there is no one on staff at the WCHD who is qualified to complete these types of inspections. Commissioner Bunting pointed out that COMAR addresses permanent, restaurant equipment and questioned what regulations exist that address mobile smokers. Mr. Potez stated that all equipment, permanent and mobile, must comply with those regulations. In response to a question by Mr. Young, Mr. Hayward advised that there are 12 licensed food trucks operating in the County. Mr. Young explained that the County is competing with other jurisdictions to attract outside food vendors to come and sell food at special events. He then noted that a specific food vendor was not permitted to participate in a baseball event in October because they participated in a softball event earlier in July. He then questioned the definition of a one-day event. Mr. Hayward advised that the vendor in question requested to operate in that single location week in and week out, which does not fit the definition of a temporary event. He stated that two special events spaced months apart, however, should be permitted.

The commissioners recognized John Applegate of Westover, Maryland who advised that Somerset County Government had inspected and approved a mobile smoker for use in his permanent restaurant location. Furthermore, he has received three licenses to use that same smoker to operate a food truck in Somerset, Wicomico, and Dorchester Counties, and the food he serves has never caused anyone to become ill. However, the WCHD will not issue a permit

allowing him to operate in Worcester County unless he spends nearly \$8,000 to have his smoker certified.

Following some discussion, the commissioners agreed to conduct a work session with WCHD officials in the near future to identify opportunities with reciprocity to satisfy the mobile food vendors and health officials, with the ultimate goals of protecting public health while allowing Worcester County to better compete with its neighbors. Commissioner Bertino asked Ms. Jones and her staff to bring forward some options to meet these goals, and he requested that Recreation and Parks officials identify some of the issues they face when trying to attract food vendors to participate in County events.

Pursuant to the request of Procurement Officer Nicholas Rice and Public Works Director Dallas Baker and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to piggyback off Howard County's contract with Slurry Pavers for the application of slurry seal on County roads at a price of \$3.25 per square yard.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to schedule the annual Worcester County Fair to take place at John Walter Smith Park and the Worcester County Recreation Center in Snow Hill from August 8-10, 2025.

The commissioners met with Ms. Rados to discuss a request from Steve Butz, owner of the Alyosha catamaran, to rescind their prior denial and approve a long-term lease for the vessel to dock at the West Ocean City commercial harbor where he can run his catamaran business. In the event that the commissioners are seeking to create additional revenue at this location, Ms. Rados recommended utilizing the Governor's Dock and publicly bidding the lease opportunity to allow all interested parties to have the same opportunity. She then discussed various benefits and potential limitations to utilizing the Governor's Dock. Commissioner Bunting stated that this is not a proper use of the commercial harbor.

Following some discussion and upon a motion by Commissioner Bunting, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to deny the request.

Pursuant to the recommendation of Human Resources Director Stacey Norton and upon a motion by Commissioner Abbott, the commissioners unanimously approved the CareFirst Blue Cross Blue Shield Medicare Advantage plan for 2025 and 2026, which includes an increase in the cost share for members from \$32.50 to \$37.50 or a \$60 annual increase, and an increase in the County Contribution of \$540 per member.

The commissioners answered questions from the press, after which they adjourned to meet again on September 3, 2024.

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



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

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
 CANDACE I. SAVAGE, CGFM
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

PROCLAMATION

WHEREAS, this September, National Suicide Prevention Month, we highlight the work of the Jesse Klump Memorial Fund, Life Crisis, and Worcester County Health Department to educate caring individuals to recognize the warning signs and to take action to save lives; and

WHEREAS, each of us have a role to play in suicide prevention, and by joining public health officials and their nonprofit partners to promote programs and activities that offer help and support, we can promote hope, recovery, and resilience.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize September as **Suicide Prevention Month** and encourage participation in *Jesse's Paddle* on September 21, *You are Not Alone Art Campaign* on September 26, and *Eastern Shore Out of the Darkness Walk* on October 12 to continue the conversation about suicide prevention.

Executed under the Seal of the County of Worcester, State of Maryland, this 3rd day of September, in the Year of Our Lord Two Thousand and Twenty-Four.



 Anthony W. Bertino, Jr., President

 Madison J. Bunting, Jr., Vice President

 Caryn G. Abbott

 Eric J. Fiori

 Theodore J. Elder

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 COUNTY ATTORNEY

COMMENDATION

WHEREAS, we commend Worcester County Recreation and Parks (WCRP) staff for putting their knowledge, creativity, and partnerships to the test to make the 2024 Worcester County Fair at John Walter Smith Park in Snow Hill a rousing success that is sure to create lasting memories for the roughly 3,000 fairgoers; and

WHEREAS, in their inaugural year leading fair operations, WCRP staff, with a crew of roughly 25 volunteers from Salisbury Christian Athletics, Future Farmers of America, 4-H, Worcester County Fair Board, and others expanded the footprint of the fair to accommodate a record number of participants that included 1,583 exhibit entries, 48 artisan, craft, and non-profit vendors, seven food vendors, four alcohol vendors, and five bands. Livestock included pigs, sheep, goats, cows, poultry, and rabbits, and the cake auction raised \$1,400 to benefit the 4-H.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Worcester County Recreation and Parks staff and volunteers** for the success of the Worcester County Fair.

Executed under the Seal of the County of Worcester, State of Maryland, this 3rd day of September, in the Year of Our Lord Two Thousand and Twenty-Four.



 Anthony W. Bertino, Jr., President

 Madison J. Bunting, Jr., Vice President

 Caryn G. Abbott

 Eric J. Fiori

 Theodore J. Elder

 Joseph M. Mitrecic

 Diana Purnell



Worcester County 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

TO: County Commissioners
Weston S. Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: August 26, 2024
RE: Broadband Expansion Grant Agreement – 50% Match Choptank Electric Cooperative

Please see attached Broadband Expansion Grant Agreement and Grant Application from Choptank Electric Cooperative for your approval and signature. This grant agreement is following the approval of the "Broadband Grant 50/50 Split" memo that IT Director, Brian Jones received approval to move forward with at the July 16, 2024 open session meeting. Choptank Electric Cooperative is proposing to match \$500,000 to Worcester County's \$500,000 Grant.

Broadband Expansion Grant Agreement

This Grant Agreement ("Agreement") is entered into on _____ by the County Commissioners of Worcester County, Maryland (the "County") and Choptank Electric Cooperative ("Grantee").

Recitals

- A. The Grantee has submitted to the County Commissioners of Worcester County Government one or more applications for grants to be funded at a 50% match up to \$500,000 total per applicant (each application approved by the County and attached in Exhibit A, an "Application");
- B. Based on the representations made by the Grantee in the Application, the County is willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application ("Grant") to the Grantee; and
- C. The Grantee is willing to accept the Grant and to become a recipient of the grant.

Terms

The parties agree as follows:

- 1. **Effective Date and Term.** This Agreement will begin on the date written above and remain in effect until December 31, 2025 unless terminated by the County in writing.
- 2. **Grand Total Award to Be Disseminated to Grantee.** The total award of the Grant to be disseminated by the County to the Grantee as part of this Agreement shall not exceed \$ 500,000.
- 3. **Limitations Regarding the Use of the Grant.** The Grantee promises that all expenditures under this Agreement will be limited to only eligible services outlined in the proposal to enhance the service coverage in respective areas as outlined by the Grantee. All eligible work must be completed by December 31, 2025.
- 4. **Reimbursement Requests.** Reimbursement requests must be submitted to the County no more than once per quarter. No reimbursement requests may be submitted to the County after January 31, 2026. When requesting reimbursement for eligible expenditures, the Grantee must provide to the County:
 - a. a comprehensive and detailed list of all expenditures on an itemized invoice;

- b. a statement explaining how the expenditure complies with the Grant proposal; and
 - c. any backup documentation to support such expenditures.
- 5. **Timeline Regarding the Dissemination of Funds to Grantee.** Upon receipt of a Grantee's complete reimbursement request, the County will disseminate funds for eligible Grant expenditures within 30 days of receipt of the reimbursement request. The dissemination of Grant funding will only be after the County reviews the Grantee's reimbursement request for compliance with applicable guidelines. All payments from the County to the Grantee are contingent upon compliance with the guidelines of the Grant funds. Twenty-five percent of funds will be held by the County until the project is complete and all documentation is received.
- 6. **Termination.** Upon written notice to the Grantee, the County may terminate this Agreement for convenience and for no consideration or damages. Grantee will not be entitled to any undisbursed funds and may be required to repay funds improperly spent. Grantee will be entitled to reimbursement for work already performed pursuant to this Agreement but shall not be entitled to reimbursement for work performed after termination by the County. Grantee may be required to repay funds improperly spent.
- 7. **Independent Contractor.** Each party under the Agreement is an independent contractor. This Agreement will not be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties.
- 8. **Indemnification.** The Grantee indemnify County and its agents against all claims or damages which are alleged or proven to be caused in whole or in part by an act or omission of the Grantee or its agents relating to the Grantee's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.
- 9. **Compliance with Laws and Guidelines.** The Grantee must comply with all local laws and all requirements.
- 10. **Maintenance and Audit of Records.** The Grantee must maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records are be subject to audit by the County for 5 years following termination of this Agreement. If it is determined during the course of the audit that the Grantee was reimbursed for unallowable

costs under this Agreement, the Grantee must reimburse the County for such payments within 60 days upon request.

11. **No Waiver.** No failure or delay by the County to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy will be a waiver of any such term, condition, representation or warranty nor preclude the County from exercising any such right, power, or remedy at any later time.
12. **Notices.** All reports, notices, consents or approvals required under this Agreement must be in writing and will be deemed to have been given properly if mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to County:

County Commissioners of Worcester County, Maryland
Attention: Senior Budget Accountant
1 W Market Street, Room 1103
Snow Hill, Maryland 21863

If to Grantee:

13. **Modification /Assignment.** No portion of this Agreement may be modified except with the written consent of Recipient and by a written agreement executed by the parties. This Agreement may not be assigned, in whole or in part, without the written consent of the County.
14. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Maryland.
15. **Exclusive Jurisdiction.** All legal proceedings related to this Agreement must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
16. **Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment and such further instruments as may be

required by the County to comply with any existing regulations, policies, directives, procedures or other requirements or to further the general purposes of this Agreement.

17. **Severability.** The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement will not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions.

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

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

_____(Seal)
Anthony W. Bertino, JR.
President

Witness

Valerie T. Conuelly
Valerie T. Conuelly

**Choptank Electric Cooperative
Grantee**
_____(Seal)
[Signature]

By: Grantee Signature

Timothy W. McGaha



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

To be completed by County:
Funding Type: _____
Funding Request: _____
G/L Acct. No. _____

**WORCESTER COUNTY GOVERNMENT GRANT APPLICATION
WORCESTER COUNTY BROADBAND**

Applicant Name	Project Name
Federal Employer Identification Number	Amount of Grant Requested
Contact Name and Title	Grant Manager, If Different Than Primary Applicant
Amount of Matching Funds Pledged	Source of Matching Funds
Telephone Number	Type of Proposed Broadband Service (FTTH, Cable, DSL, Fixed Wireless)
Email Address	Type of Proposed Project (Last-mile, Middle-mile, backbone, other)
Brief Project Description	
Upon completion, will the project reliably meet or exceed 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical? Required by Iterim Final Rule, 31 CRF. (yes/no)	Timeline to Complete the Project

ITEM 2

Maximum Proposed Download Transmission Speed	Maximum Proposed Upload Transmission Speed
Maximum Proposed Download Speed to Customer Location	Maximum Proposed Upload Speed to Customer Location
City, Town, and/or Community Served by This Project	List of the Broadband Service Providers, if Any, Currently Serving the Area Proposed
List of Current or Pending Broadband Projects, if Any, in the Area Proposed	Does proposed project provide access to unserved or underserved locations as defined as lacking access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload. Require by Interim Final Rule, 31 CRF. (yes/no)
Expected Number of un/underserved Business Locations that will have access to the improved broadband service	Expected Number of un/underserved Residential Locations that will have access to the improved broadband service

Please attach a budget narrative and additional details regarding the project costs and match. Include price estimates for any equipment the applicant intends to purchase. The applicant must show that the grant funds requested will be used for the sole purpose of implementing the proposed broadband project and service in the un/underserved areas covered by the application.

ITEM 2

Project Funding Sources: (identify ALL sources of funding applied to this project, not entire organization revenue if not applicable to request). Attach additional pages, if needed:

	<u>Cash</u>	<u>In Kind</u>
1. Worcester County Request	\$ _____	\$ _____
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____
Total	\$ _____	\$ _____

Operating / Project Expenses: (Please enter the total proposed budget for the project (not entire organization expense if not applicable to request)).

<u>Project Expense Estimate</u>	<u>Total Amount</u>	<u>Source of Estimate</u>
1. Salary/Wages/Benefits	\$ _____	_____
2. Professional Fees	\$ _____	_____
4. Operations	\$ _____	_____
5. Supplies	\$ _____	_____
6. Equipment	\$ _____	_____
7. Other _____	\$ _____	_____
8. Other _____	\$ _____	_____
9. Other _____	\$ _____	_____
10. Other _____	\$ _____	_____
Total project expenses	\$ _____	



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TO: County Commissioners
Weston S. Young, Chief Administrative Officer
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: August 26, 2024
RE: Broadband Expansion Grant Agreement – 50% Match Talkie Communications, Inc.

Please see attached Broadband Expansion Grant Agreement and Grant Application from Talkie Communications, Inc. for your approval and signature. This grant agreement is following the approval of the "Broadband Grant 50/50 Split" memo that IT Director, Brian Jones received approval to move forward with at the July 16, 2024 open session meeting. Talkie Communications, Inc. proposing to match \$500,709 to Worcester County's \$500,000 Grant.

Also, attached for your consideration is a request from Talkie Communications, Inc. for pre-payment of Worcester County Grant funding not to exceed the amount of \$100,000 to purchase conduit for the Whaleyville Part 2 project.

Broadband Expansion Grant Agreement

This Grant Agreement (“Agreement”) is entered into on 9/3/24 by the County Commissioners of Worcester County, Maryland (the “County”) and Talkie Communications, Inc. (“Grantee”).

Recitals

- A. The Grantee has submitted to the County Commissioners of Worcester County Government one or more applications for grants to be funded at a 50% match up to \$500,000 total per applicant (each application approved by the County and attached in Exhibit A, an “Application”);
- B. Based on the representations made by the Grantee in the Application, the County is willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (“Grant”) to the Grantee; and
- C. The Grantee is willing to accept the Grant and to become a recipient of the grant.

Terms

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- 1. **Effective Date and Term.** This Agreement will begin on the date written above and remain in effect until December 31, 2025 unless terminated by the County in writing.
- 2. **Grand Total Award to Be Disseminated to Grantee.** The total award of the Grant to be disseminated by the County to the Grantee as part of this Agreement shall not exceed \$ 500,000.
- 3. **Limitations Regarding the Use of the Grant.** The Grantee promises that all expenditures under this Agreement will be limited to only eligible services outlined in the proposal to enhance the service coverage in respective areas as outlined by the Grantee. All eligible work must be completed by December 31, 2025.
- 4. **Reimbursement Requests.** Reimbursement requests must be submitted to the County no more than once per quarter. No reimbursement requests may be submitted to the County after January 31, 2026. When requesting reimbursement for eligible expenditures, the Grantee must provide to the County:
 - a. a comprehensive and detailed list of all expenditures on an itemized invoice;

- b. a statement explaining how the expenditure complies with the Grant proposal; and
 - c. any backup documentation to support such expenditures.
- 5. **Timeline Regarding the Dissemination of Funds to Grantee.** Upon receipt of a Grantee's complete reimbursement request, the County will disseminate funds for eligible Grant expenditures within 30 days of receipt of the reimbursement request. The dissemination of Grant funding will only be after the County reviews the Grantee's reimbursement request for compliance with applicable guidelines. All payments from the County to the Grantee are contingent upon compliance with the guidelines of the Grant funds. Twenty-five percent of funds will be held by the County until the project is complete and all documentation is received.
- 6. **Termination.** Upon written notice to the Grantee, the County may terminate this Agreement for convenience and for no consideration or damages. Grantee will not be entitled to any undisbursed funds and may be required to repay funds improperly spent.
- 7. **Independent Contractor.** Each party under the Agreement is an independent contractor. This Agreement will not be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties.
- 8. **Indemnification.** The Grantee indemnify County and its agents against all claims or damages which are alleged or proven to be caused in whole or in part by an act or omission of the Grantee or its agents relating to the Grantee's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.
- 9. **Compliance with Laws and Guidelines.** The Grantee must comply with all local laws and all requirements.
- 10. **Maintenance and Audit of Records.** The Grantee must maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records are be subject to audit by the County for 5 years following termination of this Agreement. If it is determined during the course of the audit that the Grantee was reimbursed for unallowable costs under this Agreement, the Grantee must reimburse the County for such payments within 60 days upon request.
- 11. **No Waiver.** No failure or delay by the County to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy will be a waiver of

any such term, condition, representation or warranty nor preclude the County from exercising any such right, power, or remedy at any later time.

12. **Notices.** All reports, notices, consents or approvals required under this Agreement must be in writing and will be deemed to have been given properly if mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to County:

County Commissioners of Worcester County, Maryland
Attention: Senior Budget Accountant
1 W Market Street, Room 1103
Snow Hill, Maryland 21863

If to Grantee:

Andre DeMattia

99 Talbot Blvd Chestertown MD 21620

13. **Modification /Assignment.** No portion of this Agreement may be modified except with the written consent of Recipient and by a written agreement executed by the parties. This Agreement may not be assigned, in whole or in part, without the written consent of the County.
14. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Maryland.
15. **Exclusive Jurisdiction.** All legal proceedings related to this Agreement must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
16. **Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment and such further instruments as may be required by the County to comply with any existing regulations, policies, directives, procedures or other requirements or to further the general purposes of this Agreement.
17. **Severability.** The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement will not affect the validity of the

remaining articles, sections, subsections, paragraphs, clauses or provisions.

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

Attest:


**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

_____(Seal)
Anthony W. Bertino, JR.
President

Witness

**Talkie
Grantee**

 (Seal)
By: Grantee Signature

Talkie Communications, inc
99 Talbot Blvd Chestertown MD 21620
844-5-Talkie
Sales@TalkieFiber.com
TalkieFiber.com

Dear Worcester County Commissioners,

I am writing to formally request a prepayment for the purchase of conduit supplies as part of the Worcester County grant project. The prepayment requested will not exceed \$100,000.

This prepayment will allow us to procure the necessary supplies immediately, ensuring that we have everything in stock to expedite the deployment process in the grant area. By securing these materials in advance, we can significantly speed up the project timeline, helping us meet and exceed the expected milestones.

The total budget allocated for this project is \$1,000,000 50/50 match. The requested prepayment for conduit represents a small but critical portion of the overall budget and will play a key role in the timely and efficient execution of the project.

We appreciate your attention to this matter and your continued support. Should you require any further information or have any questions, please feel free to contact me directly. We look forward to working closely with Worcester County to successfully complete this project. Thank you for your consideration.

Sincerely,
Andre Demattia
Co-CEO



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

To be completed by County:

Funding Type: _____

Funding Request: _____

G/L Acct. No. _____

**WORCESTER COUNTY GOVERNMENT GRANT APPLICATION
WORCESTER COUNTY BROADBAND**

Applicant Name Talkie Communications Inc.	Project Name Whaleyville Part 2
Federal Employer Identification Number 47-2983573	Amount of Grant Requested 500,000
Contact Name and Title Andre DeMattia - Co-CEO	Grant Manager, If Different Than Primary Applicant
Amount of Matching Funds Pledged 500,000	Source of Matching Funds General Funds
Telephone Number 2405381609	Type of Proposed Broadband Service (FTTH, Cable, DSL, Fixed Wireless) FTTP
Email Address ANDRE.DEMATIA@TALKIEFIBER.COM	Type of Proposed Project (Last-mile, Middle-mile, backbone, other) Last Mile
Brief Project Description Expand from fiber optic services from the Whaleyville area to the new areas.	
Upon completion, will the project reliably meet or exceed 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical? Required by Iterim Final Rule, 31 CRF. (yes/no) yes	Timeline to Complete the Project 9/1/2024 - 1 year

ITEM 3

Maximum Proposed Download Transmission Speed 10 gig	Maximum Proposed Upload Transmission Speed 10 gig
Maximum Proposed Download Speed to Customer Location 10 gig	Maximum Proposed Upload Speed to Customer Location 10 gig
City, Town, and/or Community Served by This Project Whaleyville area	List of the Broadband Service Providers, if Any, Currently Serving the Area Proposed none
List of Current or Pending Broadband Projects, if Any, in the Area Proposed ARPA, RDOF and Maryland state grants for areas covering the entire county.	Does proposed project provide access to unserved or underserved locations as defined as lacking access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload. Required by Interim Final Rule, 31 CFR. (yes/no) Yes
Expected Number of un/underserved Business Locations that will have access to the improved broadband service	Expected Number of un/underserved Residential Locations that will have access to the improved broadband service 98

Please attach a budget narrative and additional details regarding the project costs and match. Include price estimates for any equipment the applicant intends to purchase. The applicant must show that the grant funds requested will be used for the sole purpose of implementing the proposed broadband project and service in the un/underserved areas covered by the application.

Project Funding Sources: (identify ALL sources of funding applied to this project, not entire organization revenue if not applicable to request). Attach additional pages, if needed:

	<u>Cash</u>	<u>In Kind</u>
1. Worcester County Request	\$ 500,000	\$ _____
2. <u>Talkie Match</u>	\$ 500,709	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____
Total	\$ 1,000,709	\$ _____

Operating / Project Expenses: (Please enter the total proposed budget for the project (not entire organization expense if not applicable to request)).

<u>Project Expense Estimate</u>	<u>Total Amount</u>	<u>Source of Estimate</u>
1. Salary/Wages/Benefits	\$ see attached budget	_____
2. Professional Fees	\$ _____	_____
4. Operations	\$ _____	_____
5. Supplies	\$ _____	_____
6. Equipment	\$ _____	_____
7. Other _____	\$ _____	_____
8. Other _____	\$ _____	_____
9. Other _____	\$ _____	_____
10. Other _____	\$ _____	_____
Total project expenses	\$ 1,000,709	

Schedule F-2

98 h

100,270 ft
middle

Blue

Project Construction Budget

Budget Category <i>Budget Line item</i>	Unit	No. of Units	Unit cost	Total	Grant	Match	Other Funding *	Description
<u>BROADBAND NETWORK</u>								Note: These items are general in nature, applicants should modify as required to describe their specific project.
Electronic Equipment (cabinets, switches, routers, wireless radios, etc.)								
FDH (TII) Distribution Cabinet including Splitters	EA	1	3000	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00		LCP GEN III Series OptiTect LCP 432 Fiber
PFS/Last Mile Outside plant (fiber, coaxial, copper, etc.)								
Fiber interconnect - including slack loops,	LF	110,297	1	\$ 110,297.00	\$ 55,148.50	\$ 55,148.50		Fiber
Conduit	LF	100,270	0.4	\$ 40,108.00	\$ 20,054.00	\$ 20,054.00		1) 2 inch or 2) 1.25" Orange Conduit
Tracer wire 12 Gauge	LF	100,270	0.08	\$ 8,021.60	\$ 4,010.80	\$ 4,010.80		Orange Tracer wire
Mule Tape	LF	100,270	0.02	\$ 2,005.40	\$ 1,002.70	\$ 1,002.70		Mule Tape and Lube to pull fiber
Vaults	EA	130	350	\$ 45,500.00	\$ 22,750.00	\$ 22,750.00		T15-t22 vaults , Box placement, stone, tracer
Terminals	EA	78	150	\$ 11,700.00	\$ 5,850.00	\$ 5,850.00		4 port Optitape terminals
Boring	LF	100,270	6.04	\$ 605,630.80	\$ 302,815.40	\$ 302,815.40		Drilling Labor
Fiber pulling including slack loops	LF	110,297	1	\$ 110,297.00	\$ 55,148.50	\$ 55,148.50		fiber pulling
splice enclosure	EA	36	300	\$ 10,800.00	\$ 5,045.10	\$ 5,754.90		* additional \$150.00 per case build out=5,400
splice enclosure Larbor to build	EA	36	150	\$ 5,400.00	\$ 2,700.00	\$ 2,700.00		
Adtran Gpon/xgsPon	EA							Adtran TA5000 with cabnit and pad
CO Router, Switches	EA							Juniper routers and switches.

ITEM 3

<i>Splice Labor</i>	EA	292	35	\$ 10,220.00	\$ 5,110.00	\$ 5,110.00		Fiber Splicer
Middle Mile/Interconnection Outside plant - (fiber, coaxial, copper, etc.)								
<i>Middle Mile/Interconnection Outside plant</i>	LF	0						All in middle mile. Includes HDD, Conduit, Tracer, Handholds, Terminals, fiber pulling, splicing, splice case etc
<i>Railroad Crossing Fees</i>	EA	0						Permit fees for Railroad crossing
Customer Drops								
<i>Fiber Drop and Inside wire</i>	EA	68.6	150	10,290.00	\$ 5,145.00	\$ 5,145.00		70% take rate Corning opti tap terminal and coring clear curve
<i>Labor to install drop</i>	EA	68.6	250	17,150.00	\$ 8,575.00	\$ 8,575.00		70% take rate, in house labor 3 employees to bury the fiber. 1 employee to install the service
Customer premises equipment					\$ -			
<i>Adtran 411e/611/401</i>	EA	68.6	150	10,290.00	\$ 5,145.00	\$ 5,145.00		Adtran ONT
Towers - new or upgraded <i>New towers constructed must be owned by applicant</i>								Not Grant Eligible
<i>Provide description of tower, study or structural improvement to be funded</i>	EA							Not Grant Eligible
								Not Grant Eligible
Buildings – new construction or renovation	EA							Not Grant or Match Eligible
<i>Provide description of building purchase or improvement to be funded</i>								Not Grant or Match Eligible
								Not Grant or Match Eligible
Bandwidth Costs								Not Grant Eligible
<i>Provide the credit being provided by MdBC for the use of their infrastructure</i>	LS							Not Grant Eligible
								Not Grant Eligible
Engineering								

ITEM 3

Engineering costs must be tied to a Funded Capital Asset	LF	0	0	0.00	\$ -			
Add lines as necessary to provide a full construction budget for the constructed network								
Total Broadband System				1,000,709.80	500,000.00	500,709.80	0.00	
<u>OTHER CONSTRUCTION RELATED COSTS</u>								
Provide a complete description of Other construction related costs								
Total Other Costs				0.00	0.00	0.00	0.00	
<u>SUMMARY OF EXPENDITURES</u>								
Broadband Network				1,000,709.80	500,000.00	500,709.80	0.00	
Other				0.00	0.00	0.00	0.00	
TOTAL PROJECT CONSTRUCTION COSTS				1,000,709.80	500,000.00	500,709.80	0.00	

* to be used for ineligible items necessary for the project



Worcester County Administration

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

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Lynn Wright, Senior Budget Accountant
DATE: August 27, 2024
RE: Sheriff's Office Grant Awards & Acceptance Packages

The FY25 GVR and the FY25 ODAC Grant Award & Acceptance Packages are attached for approval and signature. The applications for these grants were approved at the 5/7/24 meeting.

Please note that the Gun Violence Reduction Grant application was for \$74,784 but the award is for \$24,679.

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

August 17, 2024

Mr. Anthony W. Bertino
President
Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863

RE: GVRG-2025-0012

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**WCSO FY25 GVR Grant**," in the amount of \$24,679.00 has received approval under the Gun Violence Reduction Grant - Cease Fire program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office's FY25 Gun Violence Reduction program proposes to address an initiative to reduce the illegal possession of firearms by unauthorized persons and prevent the potential for violence associated with the possession and use of those firearms across and throughout Worcester County. The program will be carried out by the members of the Worcester County Criminal Enforcement Team (WCET), which is a task force that consists of members of local, state, and federal law enforcement agencies.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Mrs. Carrie Tingle



8/17/2024

Governor's Office of Crime Prevention and Policy

Control Number:

Regional Monitor:

Fiscal Specialist:

49261

Jones, Quentin

Thomas, Courtney



Grant Award & Acceptance Form

Grant Award Number: GVRG-2025-0012

Sub-recipient: Worcester County Board of County Commissioners

Project Title: WCSO FY25 GVR Grant

Implementing Agency: Worcester County Sheriff's Office

Award Period: **07/01/2024 - 06/30/2025** CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$24,679.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$24,679.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

STOP Gun Violence Reduction Grant

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official_____
Typed Name And Title_____
Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

A0102



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedojo/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:Jones, Quentin
Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

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Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
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Project Title:	WCSO FY25 GVR Grant		

21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

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GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
 10/01 - 12/31: reports due 01/15
 01/01 - 03/31: reports due 04/15
 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/30
 10/01 - 12/31: reports due 01/30
 01/01 - 03/31: reports due 04/30
 04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



Governor's Office of Crime Prevention and Policy

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Grant Award - General Conditions

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27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



Governor's Office of Crime Prevention and Policy

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Grant Award - General Conditions

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Project Title:	WCSO FY25 GVR Grant		

32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below.

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCCP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to GOCCPgrants.Admin@maryland.gov.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - Special Conditions

Grant Award Number:	GVRG-2025-0012	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	WCSO FY25 GVR Grant		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

4 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

5 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPPYVS) may not make any grant funds available to that law enforcement agency.

ITEM 4

- 6 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 7 If the recipient is designated "high-risk" by any grant-making agency (state and federal) outside of GOCPP, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to GOCPP by emailing goccpgrants.admin@maryland.gov. For purpose of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at the awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.
- 8 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Budget Notice

Grant Award Number:	GVRG-2025-0012		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	WCSO FY25 GVR Grant		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$24,679.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$24,679.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Sworn Law Enforcement	Overtime	Grant Funds	\$24,679.00

Personnel Total: \$24,679.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 8/15/2024



Governor's Office of Crime Prevention and Policy



Control Number:

49261

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Programmatic Reporting

Grant Award Number:	GVRG-2025-0012		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	WCSO FY25 GVR Grant		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (8)

1	Number of gun arrests made.	
2	Number of gun cases referred for federal prosecution.	
3	Number of gun cases prosecuted locally.	
4	Number of NIBIN hits conducted during the reporting period.	
5	Number of guns seized.	
6	Number of illegal gun manufactures arrested.	
7	Number of Polymer 80 ("Ghost Guns") guns seized.	
8	Number of gun cases referred to MCIN for further investigation.	

Progress Report Questions (9)

1	Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.
2	Describe any barriers/challenges to implementing or completing any of the objectives. Include any corrective actions taken or planned to overcome the noted barriers (include timeline if applicable). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance, if needed.
3	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.

ITEM 4

4	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
5	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
6	Please share noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase in GOCPP's newsletter.
7	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
8	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
9	Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.

Signed: _____ **Date:** _____

Project Director - Tingle, Carrie

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 23, 2024

Mr. Anthony W. Bertino
President
Worcester County Board of County Commissioners
County Government Center
1 W Market St Rm 1103
Snow Hill, MD 21863

RE: MCIN-2025-0010

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**FY25 Worcester County's Overdose and Drug Awareness Coordinator Project**," in the amount of \$71,821.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office FY25 ODAC program helps reduce existing gaps in available services and foster collaboration among partner agencies and stakeholders in Worcester County, Maryland. This program's main function is to continue to develop and maintain a robust information sharing infrastructure to enable cross-jurisdictional sharing of accurate and actionable intelligence leading to disruption and dismantlement of criminal networks involved in drug trafficking, gun trafficking, and gang activity. Additional data shared will include overdose statistics, demographic information of those overdosing, drugs involved, and drug related trends. Program funds will provide salary offset for the position of Overdose and Drug Awareness Coordinator.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Mrs. Carrie Tingle



7/23/2024

Governor's Office of Crime Prevention and Policy

ITEM 4



Control Number:

48998

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number:	MCIN-2025-0010		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$71,821.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$71,821.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

Maryland Criminal Intelligence Network

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

A0501



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedojo/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:Jones, Quentin
Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
 10/01 - 12/31: reports due 01/15
 01/01 - 03/31: reports due 04/15
 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/30
 10/01 - 12/31: reports due 01/30
 01/01 - 03/31: reports due 04/30
 04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:Jones, Quentin
Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below.

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:Jones, Quentin
Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - Special Conditions

Grant Award Number:	MCIN-2025-0010	Sub-Recipient:	Worcester County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Worcester County Sheriff's Office
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPPYS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPPYS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

4 All positions under the Personnel Budget Category, submitted under the methodology of a 12 month budget projection, must expend and draw down their personnel funds quarterly or be subject to de-obligation of funds. Exceptions include, but are not limited to, overtime and on-call services.

5 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

ITEM 4

- 6 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS) may not make any grant funds available to that law enforcement agency.
- 7 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 8 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:Jones, Quentin
Thomas, Courtney**Budget Notice**

Grant Award Number:	MCIN-2025-0010		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	\$71,821.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$71,821.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
ODA Coordinator	Fringe	Grant Funds	\$16,202.00
ODA Coordinator	Salary	Grant Funds	\$55,619.00

Personnel Total: \$71,821.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/22/2024



Governor's Office of Crime Prevention and Policy



Control Number:

48998

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Programmatic Reporting

Grant Award Number:	MCIN-2025-0010		
Sub-recipient:	Worcester County Board of County Commissioners		
Project Title:	FY25 Worcester County's Overdose and Drug Awareness Coordinator Project		
Implementing Agency:	Worcester County Sheriff's Office		
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund	

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (12)

1	During this reporting period, was all data entered into HIDTA CAP and Case Explorer? Enter 1 for "yes" and 2 for "no."	
2	Number of overdoses reported in your jurisdiction	
3	Number of fatal overdoses	
4	Number of non-fatal overdoses	
5	Number of non-fatal overdose victims referred to additional social services	
6	Number of cases entered into HIDTA Case Explorer	
7	Number of overdose cases entered in HIDTA Case Explorer	
8	Number of other drug cases entered in HIDTA Case Explorer	
9	Number of drug dealers identified	
10	Number of drug trafficking organizations identified	
11	Number of phone extractions uploaded into HIDTA CAP	
12	Number of cases referred to MCIN partner for further investigations	

Progress Report Questions (9)

ITEM 4

1	Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.
2	Describe any barriers/challenges to implementing or completing any of the objectives. Include any corrective actions taken or planned to overcome the noted barriers (include timeline if applicable). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance, if needed.
3	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
4	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
5	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
6	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
7	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
8	Please share noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase in GOCPP's newsletter.
9	Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.

Signed: _____ **Date:** _____

Project Director - Tingle, Carrie

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____



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 3, 2024
RE: Snow Hill Fire Department ARPA Funding Request

On July 5, 2022 the Commissioners voted to allocate \$1.5 million of ARPA funding to fire and EMS, with the fire and EMS companies to determine the highest priority items. Please see the following request from the Snow Hill Fire Department for your approval. If approved, only Ocean City and Ocean Pines will have funds remaining.

Snow Hill Fire Department – Requesting \$150,000 towards the purchase of Self-Contained Breathing Apparatus (SCBA) equipment. Competitive pricing requirements have been met since this purchase is being made through a cooperative contract with Sourcewell.

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

AMERICAN RESCUE FUNDS
WORCESTER COUNTY ALLOCATION TO FIRE-EMS SERVICES

Reimbursement Check to be issued to (Fire or EMS Company—not vendor):

Corporate Name: Snow Hill Volunteer Fire Company Fed Tax ID #: 52-1980249

Item Purchased for (circle one) **FIRE** / RESCUE EMS

Amount Requested from ARPA Funds: \$ 150,000

If project / item amount is greater than ARPA funds request---state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.

\$75,000.00 from Town of Snow Hill ARPA Funds

\$283,398.52 from Snow Hill Volunteer Fire Company Savings Account

Brief Description of Item and Quantity to be purchased

Attach any brochures, detailed item specifications, etc.

Purchase new Self-Contained Breathing Apparatus (SCBA) for the Snow Hill Volunteer Fire Company.

Order shall be for 40 SCBA, with 80 breathing cylinders, 60 masks (10 small, 40 medium, 10 large), 4 Rapid Intervention Team (RIT) packs to fully equip frontline apparatus, assembly, and in-service testing and acceptance. SCBA shall have new Universal EBSS, and breathing cylinders shall be 45 minute cylinders, on 4.5 system. RIT packs shall contain 60-min cylinders. Cylinders and SCBA shall have CGA thread, to be compatible with infrastructure upgrades being undertaken by the Snow Hill Volunteer Fire Company.

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is “piggybacking” off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
MES (Municipal Emergency Services)	\$508,398.52

Expected Order Date: October 1, 2024

Expected Delivery Date: February 1, 2025

Specification Bid Item Contact Person Name: Scott Ward Phone: (443) 783-8023

Financial/Bid Contact Name: _____ Phone: _____

Chief / EMS Captain Signature: [Signature] Date: 8/27/24

President Signature: [Signature] Date: 8/27/24

Approved for Purchase by County Purchasing Agent Signature: _____ Date: _____

Vendor Approved Name: _____ Amount: _____

County Issued Check by Budget Officer—Signature: _____ Date: _____

County Check #: _____

Copy of invoice and canceled Fire / EMS check to be submitted to Budget Officer within 30 days of payment issued to vendor

WORCESTER COUNTY AMERICAN RESCUE FUNDS PROJECTS**Company Name:** _____Snow Hill Volunteer Fire Company_____**Project Name:** _____SCBA Replacement_____**Project Total Cost:** _____\$508,398.52_____**Requested Cost from potential American Rescue Funds:** _____\$150,000.00_____**Would you use any American Rescue Funds to leverage any other grant funding?**_____**YES** **Grant Name:** _____ **NO**__X__**Timeline Dates:****Start Specifications:** _____January 1, 2023_____**Complete Specifications:** _____October 1, 2024_____**(if required)****Start Bidding:** _____**Complete Bidding:** _____**Order Date:** _____October 1, 2024_____**Estimated Delivery Date or Project Completion:** _____February 1, 2025_____**Project Narrative---briefly describe project to be completed, quantities/descriptions/specific brand names/vendor of items, and any other pertinent information such as age of items being replaced, new mission, compliance with any safety or other statutes, etc.**

Purchase new Self-Contained Breathing Apparatus (SCBA) to fully equip all firefighting vehicles owned and operated by the Snow Hill Volunteer Fire Company. Currently owned SCBA is 15+ years old, exceeding recommended replacement time. Current SCBA maintenance costs are increasing due to lack of available replacement parts. New SCBA will meet updated NFPA standards (2018) and will be able to meet 2024 standards when finalized and published. New SCBA will also allow members to operate in an Immediately Dangerous to Life or Health (IDLH) atmosphere for up to an additional 15 minutes. New SCBA would allow for better interoperability between multiple mutual aid partners, both within Worcester County and outside of Worcester County. Pricing was taken from MES via Sourcewell Contract.

Order shall be for 40 SCBA, with 80 breathing cylinders, 60 masks (10 small, 40 medium, 10 large), 4 Rapid Intervention Team (RIT) packs to fully equip frontline apparatus, assembly, and in-service testing and acceptance. SCBA shall have new Universal EBSS, and breathing cylinders shall be 45 minute cylinders, on 4.5 system. RIT packs shall contain 60-min cylinders. Cylinders and SCBA shall have CGA thread, to be compatible with infrastructure upgrades being undertaken by the Snow Hill Volunteer Fire Company.



Quote ITEM 5

Quote # QT1840207
Date 07/07/2024
Expires 11/30/2024
Sales Rep Ward, Scott
PO # TBD
Shipping Method FedEx Ground
Customer SNOW HILL VOL. FIRE CO (MD)
Customer # C33847

Bill To
SNOW HILL VOL. FIRE CO.
PO BOX 83
SNOW HILL MD 21863-0083

Ship To
Mike Creech - Fire Chief
SNOW HILL VOL. FIRE CO.
4718 SNOW HILL RD
SNOW HILL MD 21863-4050

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814025305304			Air-Pak Wire Frame XD SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	40	\$8,699.00	\$347,960.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	80	\$1,499.99	\$119,999.20
201215-21			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	10	\$369.99	\$3,699.90
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	40	\$369.99	\$14,799.60
201215-23			AV3000 HT with Kevlar lining and 4-strap harness-Red, L	10	\$369.99	\$3,699.90
201564-31			RIT-Pak Fast Attack, 4.5, Medium, Rectus Fitting	4	\$3,109.99	\$12,439.96
200870-01			RIT CYL&VLV ASSY CARB,30MIN,4500	4	\$1,449.99	\$5,799.96
SCBA In-Service			SCBA In-Service ACCEPTANCE TESTING - IN SERVICE - STEVE RECORDS	1	\$0.00	\$0.00

QUOTE EXPIRES NOV 30, 2024

ESTIMATED DELIVERY 90-120 DAYS ARO IF ORDER IS PLACED PRIOR TO NOV 1, 2024

SOURCEWELL CONTRACT PRICING - MES - Sourcewell Contract #011824

Subtotal \$508,398.52
Shipping Cost \$0.00
Tax Total \$0.00
Total \$508,398.52

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1840207

Telephone: 410-632-1320

Fax: 410-632-3031



MD RELAY SERVICE:

1-800-735-2258

Worcester County Board of Elections
201 Belt Street, Suite C
Snow Hill, Maryland 21863-1320

TO: County Commissioners

CC: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

FROM: Patricia Jackson, Election Director *PJ*

DATE: August 27, 2024

I would like to request authorization to accept the \$50,000 grant awarded to the Worcester County Board of Elections for purchase and installation of bullet proof glass in our office entry door, reception area window and two other office windows.

This grant is being offered by the Center for Tech and Civic Life's nonpartisan 2024 Rural and Nonmetro Election Infrastructure Grant Program **24A-21298**. The CTCL is a nonprofit organization assisting election offices across the United States to help make elections more accessible for everyone and to ensure election security for administration.

I am attaching the grant agreement that will need to be signed. If approved by the Commissioners, I would like to request the grant agreement be signed on or before September 17th.

I am available to attend the September 3rd Commissioners Meeting if you have any further questions or comments.

Thank you.



CENTER FOR TECH AND CIVIC LIFE

24A-21298

Monday, August 26, 2024

Worcester County, Maryland

Dear **Election Director Patricia Jackson**,

I'm pleased to inform you that the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award the **Worcester County Board of Elections's Office** ("Grantee") a grant to support its nonpartisan work planning and operationalizing reliable and secure election administration in 2024. We based this decision on the information and materials provided in the **Worcester County Board of Elections's Office** 2024 Rural and Nonmetro Election Infrastructure Grant Proposal ("Proposal"), which is incorporated into this Agreement as an Appendix. A copy of the Proposal has been provided simultaneously with this Agreement for your records.

The following is a description of the grant:

- **Amount of Grant:** \$50,000
- **Public Purpose:** *The grant funds must be used exclusively for the public purpose of planning and operationalizing reliable and secure election administration in **Worcester County, Maryland** in 2024.*

Before CTCL transmits these grant funds, an authorized representative of the **Worcester County Board of Elections's Office** must sign this agreement ("Grant Agreement"). By signing the Grant Agreement, the **Worcester County Board of Elections's Office** agrees to comply with all United States, **Maryland**, and **Worcester County** laws and regulations, including but not limited to those relating to taxes, gifts, and private funding of elections ("Applicable Laws"), when accepting and using the grant funds. You also agree to use the funds following the terms and conditions below.

By signing this Grant Agreement, you agree and certify the following:

1. The **Worcester County Board of Elections's Office** is a U.S., state, or local government unit or political subdivision within the meaning of IRC section 170(c)(1). This grant shall be used only for the Public Purpose described above and for no other purposes.
2. The **Worcester County Board of Elections's Office** is authorized to receive this grant from CTCL, receipt of the grant does not violate any Applicable Laws, and Grantee represents that it has taken all steps, including necessary approvals, required to apply for, accept, and utilize the grant for the Public Purpose set forth above and in the Proposal.
3. Grantee has submitted a Proposal, including the intended use of grant funds and budget estimates. This Proposal is incorporated into this Agreement as an Appendix. Grantee shall commence expending this grant for the purposes identified in its Proposal upon receipt and may use the grant funds for such purposes until December 31, 2024. If Grantee needs to reallocate grant funds between the purposes identified in the Proposal, Grantee is permitted

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to do so as long as they are consistent with the Public Purposes described above.

4. If Grantee uses any part of this grant to fund another organization, it will take reasonable steps to ensure that any grant funds are used consistently with the Public Purpose of this grant and all of the terms and conditions of this Grant Agreement. Grantee further agrees that the grant funds may not be used to: (1) participate in, intervene in, or carry on, directly or indirectly (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or public referendum; (2) engage in any effort to induce or encourage violations of law or public policy; (3) cause any private inurement or improper private benefit to occur; or (4) for any purpose other than specified in the Proposal and consistent with IRC Section 170(c)(2)(B), which relates to charitable, educational, scientific, religious, or literary purposes.
5. The **Worcester County Board of Elections's Office** shall not share with CTCL, and CTCL will never ask for, non-public or confidential information about your jurisdiction's voters or voting systems.
6. Grantee shall produce a report documenting how this grant has been expended to support its proposed activities. This report shall be provided to CTCL by January 31, 2025.
7. The purpose of the Grant is to supplement the funds available to the **Worcester County Board of Elections's Office** and not to substitute for previously budgeted funds that would otherwise be provided to Grantee by **Worcester County, Maryland** but for the Grant. You represent and warrant to the best of your knowledge that **Worcester County, Maryland** does not intend to reduce the **Worcester County Board of Elections's** budget or fail to appropriate or provide previously budgeted funds to the **Worcester County Board of Elections's Office** because it has received this Grant.
8. CTCL may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met, (b) any of the representations by Grantee are inaccurate, or (c) CTCL must do so to comply with Applicable Laws.
9. The grant term shall be July 31, 2024, through December 31, 2024, and is the period during which covered costs may be applied to this Grant.

Please indicate that you accept and agree to these terms and conditions by having an authorized representative of your election jurisdiction sign and certify below. Please return a scanned copy of the signed letter via the link in your email at your earliest convenience. If needed, you may also return it via email at grants2024@techandciviclife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana Epps-Johnson
Executive Director
Center for Tech and Civic Life

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By signing this Grant Agreement, I certify that I am authorized to bind the **Worcester County Board of Elections's Office** to the terms and conditions of the Grant Agreement and that the **Worcester County Board of Elections** shall fully comply with the Grant Agreement including all restrictions on the use of funds.

Accepted on behalf of **Worcester County Board of Elections**

By:

Title:

Date:

APPENDIX: Worcester County, Maryland Election Infrastructure Grant Proposal 2024
Submitted to the Center for Tech & Civic Life



CENTER FOR
TECH AND
CIVIC LIFE

Monday, August 26, 2024

24A-21298

2024 Rural and Nonmetro Election Infrastructure Grant Application

Office Information

- **Office:** Worcester County Board of Elections
- **State:** Maryland
- **Jurisdiction:** Worcester County
- **Office Website:** <https://www.co.worcester.md.us/departments/board-elections>
- **Physical Address:** 201 Belt Street, Suite C , Snow Hill, MD 21863
- **Mailing Address:** The office mailing address is the same as the physical address above
- **How many active registered voters does your jurisdiction have as of July 1, 2024?:** 43202
- **Approximately how many full time staff (or equivalent) do you have on your election team?:** 5
- **Jurisdiction's total one-year budget allocated to elections for the fiscal year that includes July 1st, 2024?:** 1,498,587
- **Please upload a copy of your elections budget for the fiscal year that includes July 1, 2024.** [CTCL copy of FY25 budget0000.pdf](#)

Applicant Information

- **Applicant Name:** Patricia Jackson
- **Applicant Job Title:** Election Director
- **Applicant Email:** patricia.jackson@maryland.gov
- **Share a link to an official government page that contains your bio or lists you in a staff directory:** My name does not appear on the website or in a staff directory
- **Phone Number - Desk:** (410) 632-1321 102
- **Phone Number - Work Mobile:** (443) 614-4438

Grant Information

- **Amount Requested:** \$50,000
- **Human Expenses:**
- **Physical Expenses:** Technical Facilities, Storage Facilities, Administrative Facilities, Voting Hardware
- **Technological Expenses:** Voter Registration Systems, Election Systems, Election Management Systems, Tabulation Systems, Results Reporting, Public Information Systems, Electronic Poll Books, Internal Production Software and Servers, Other Office security
- **Other Expenses:**
- **Briefly describe how you anticipate using the grant funds:** I would like to apply to have bulletproof glass installed in our office entrance and windows and in the warehouse area.
- **Title of Individual Signatory Authorized to Sign a Grant Agreement:** Election Director
- **Name of Individual Signatory (if applicable):** Patricia Jackson

Optional Questions

- **Why are you seeking this additional source of funding?** We need to purchase a big-ticket item., We get by with our current budget but want to upgrade beyond the bare minimum.
- **In the context of your annual elections budget, what impact will this funding have on your election operations?** A massive impact

If additional funding becomes available, would you like to be notified that you could receive additional grant funds?

Yes

Certification

✓ I understand that I will be emailed a copy of this application for my records.

✓ I certify that I am permitted to submit this grant application on behalf of Worcester County Board of Elections in Worcester County, Maryland.

Your Initials

pj

Today's date

Monday, August 26, 2024



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 3, 2024
RE: Request to Contract – Berlin Health Department Flooring Replacement

Public Works Maintenance Division is requesting Commissioner approval to award Value Carpet One the flooring replacement contract for the Berlin Health Department in the amount of \$115,622.76. The project has a budget of \$55,000 in Assigned Fund Balance project account "HD Berlin Floor". We are requesting to use unused funding from the Berlin Health Department Roof Coating project to make up the \$45,598.42 difference. The roof coating project account "Berlin Roof Coat" has a remaining balance of \$144,000. These funds are available in the FY23 Assigned Fund Balance account. We are requesting those funds be held and carried forward into the FY24 Assigned Fund Balance as the work will take several months to complete.

The additional funding is needed due to excessive moisture within the concrete slab. All areas are required to be sanded and prepared with moisture resistant ¼ inch coating and utilizing a high moisture adhesive when installing the new tiles. This work is required to obtain the 30-year manufacturer's warranty. The existing flooring was installed during building construction in 1998. The moisture issues within the subfloor surface are causing unsightly bumps and deviations in the flooring surface.

Value Carpet One is the authorized dealer of the Tarkett flooring material that was selected for this project. This product has been installed in numerous buildings throughout the county. The durability to high traffic and potential staining has been unsurpassed by other manufacturers installed before the change to Tarkett. Tarkett also offers a 30-year commercial warranty where most only offer 20 years.

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

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



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

SOURCEWELL CONTRACT PROPOSAL

TO: Zach Parker @ Worcester Co Dept. of Public Works

DATE: July 31, 2024

FROM: Daniel Brissey

SUBJECT: Berlin Health Dept – Price #1 (Pink area on drawing)

Materials- 1,530 sf Tarkett Luxury Vinyl Tile; style “Event” 30 Mil Wear Layer; color to be selected @ \$4.00 = \$6,120.00

2-4 GL 959 adhesive @ \$166.34 = \$332.68

600 LF 4” Vinyl Cove Base; color to be selected- furnish and install @ \$3.95 = \$2,370.00

TOTAL MATERIALS \$8,822.68

Labor-

1,402 SF Demo VCT @ \$1.66 = \$2,327.32- Page 33

1,402 sf Sand Existing Finish (GRIND) @ \$4.18 = \$5,860.36 – Page 35

1,402 sf Apply MI Moisture Limiter @ \$5.25 = \$7,360.50 – Page 34

1,402 sf Application of Primer @ \$1.01 = \$1,416.00 – Page 33

1,402 sf Pour Self Leveling 1/4 inch coverage @ \$8.24 = \$11,552.48 – Pg 34- rate listed is for 1/8

1,530 sf Installation of LVT @ \$3.84 = \$5,875.20- Page 33

TOTAL LABOR \$34,391.86

TOTAL PROPOSAL \$43,214.54

ALL PRICING IS PER SOURCEWELL CONTRACT 061323-TFU



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

SOURCEWELL CONTRACT PROPOSAL

TO: Zach Parker @ Worcester Co Dept. of Public Works

DATE: July 31, 2024

FROM: Daniel Brissey

SUBJECT: Berlin Health Dept – Price #2 (Orange Area on Drawing)

Materials- 900 sf Tarkett Luxury Vinyl Tile; style “Event” 30 Mil Wear Layer; color to be selected @ \$4.00 = \$3,600.00

1-4 GL 959 adhesive @ \$166.34

480 LF 4” Vinyl Cove Base; color to be selected- furnish and install @ \$3.95 = \$1,896.00

TOTAL MATERIALS \$5,662.34

Labor-

832 SF Demo VCT @ \$1.66 = \$1,381.12- Page 33

832 sf Sand Existing Finish (GRIND) @ \$4.18 = \$3,477.76 – Page 35

832 sf Apply MI Moisture Limiter @ \$5.25 = \$4,368.00 – Page 34

832 sf Application of Primer @ \$1.01 = \$840.32 – Page 33

832 sf Pour Self Leveling 1/4 inch coverage @ \$8.24 = \$6,855.68 – Pg 34- rate listed is for 1/8

900 sf Installation of LVT @ \$3.84 = \$3,456.00- Page 33

TOTAL LABOR \$20,378.88

TOTAL PROPOSAL \$26,041.22

ALL PRICING IS PER SOURCEWELL CONTRACT 061323-TFU



Value Carpet One

1530 N. Salisbury Blvd., Salisbury, MD 21801 PH. 410-742-5224 Fax 410-548-34767

SOURCEWELL CONTRACT PROPOSAL

TO: Zach Parker @ Worcester Co Dept. of Public Works

DATE: July 31, 2024

FROM: Daniel Brissey

SUBJECT: Berlin Health Dept – Price #3 (Yellow Area on Drawing)

Materials- 1,665 sf Tarkett Luxury Vinyl Tile; style “Event” 30 Mil Wear Layer; color to be selected @ \$4.00 = \$6,660.00- Page 25

2-4 GL 959 adhesive @ \$332.68- Page 26

600 LF 4” Vinyl Cove Base; color to be selected- furnish and install @ \$3.95 = \$2,370.00- Page 33

TOTAL MATERIALS \$9,362.00

Labor-

1,505 SF Demo VCT @ \$1.66 = \$2,498.30- Page 33

1,505 sf Sand Existing Finish (GRIND) @ \$4.18 = \$6,290.90 – Page 35

1,505 sf Apply MI Moisture Limiter @ \$5.25 = \$7,901.25 – Page 34

1,505 sf Application of Primer @ \$1.01 = \$1,520.05 – Page 33

1,505 sf Pour Self Leveling 1/4 inch coverage @ \$8.24 = \$12,401.20 – Pg 34- rate listed is for 1/8

1,665 sf Installation of LVT @ \$3.84 = \$6,393.60- Page 33

TOTAL LABOR \$37,005.00

TOTAL PROPOSAL \$46,367.00

ALL PRICING IS PER SOURCEWELL CONTRACT 061323-TFU

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: August 16, 2024
SUBJECT: Solid Waste Lease/Purchase Request for Excavator

Public Works, Solid Waste Division is requesting Commissioner approval to lease (with a 5-year option to purchase) a new 2024 CAT 340 Excavator. Solid Waste's approved FY'25 budget includes \$131,400 in the Capital Equipment Leases Account (680.7002.9010.125) for this item. This item was quoted by local equipment representative Carter CAT through their cooperative contract with Sourcewell, contract number 011723-CAT. Please see the attached documentation for additional information. The Sourcewell contract provides the County with a discount of \$138,359.00. The County Attorney has reviewed the lease agreement and is satisfied with the conditions.

This model excavator will have a reach of about 60 feet compared to our current excavator which has a reach of only 22 feet. With the extended reach, we will be able to mine soil from our Langmaid borrow pit for an estimated 49 years. Without a long reach excavator the expected life of the borrow pit will be dramatically shortened and the County will need to begin purchasing cover dirt from an outside source. Cover dirt is needed to cover the trash at the landfill every day per our MDE issued solid waste permit. Without adequate cover, MDE may issue fines for violating our permit.

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

Please let me know if there are any questions.

Attachments

cc: Chris Clasing
 David Candy
 Nick Rice
 Roscoe Leslie
 Quinn Dittrich



August 12, 2024

**WORCESTER COUNTY COMMISSIONERS C/O
TREASURER'S OFFICE**
7091 Central Site Lane
Newark, Maryland 21841

Attention: DAVE CANDY

RE: Quote 196154-01



Dear Dave,

On behalf of Carter Machinery Company, Inc., thank you for the opportunity to offer this **Budget Quote** for your consideration.
Cat Model: 340-AKSP Excavator with all standard equipment in addition to the additional specifications

ID# : TBD

SERIAL NUMBER : TBD

YEAR : 2024

HOURS :

MACHINE SPECIFICATIONS

Description	Reference No
340 07E HEX AM-N CFG5A	626-7684
GUARD, SWIVEL (FG)	134-8893
CAB MOUNT, ROPS	487-6904
PEDAL, STRAIGHT TRAVEL	490-7715
GUARD, BOTTOM HD	498-7505
GUARD, TRAVEL MOTOR HD	502-1308
ETHER STARTING AID	502-5358
INTEGRATED RADIO, W/O DAB	502-7166
FINE SWING	504-4483
MONITOR, 10"	511-9428
SENSOR, PRESSURE, EOU	513-3214
FRAME, SWING, BUMPER READY	519-3340
FILM, OPERATING PATTERN, 2WAY	520-9418
BEARING, SWING HD LN	522-7070
RECEIVER, BLUETOOTH	524-8272
MACHINE ECM	525-7678
FILM, EMC	528-4738
340 07A EXCAVATOR	573-4352
LIGHT, CHASSIS	577-6874

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Description	Reference No
LINES, A/C	577-7869
TRAVEL, ALARM	592-8324
COMMON ARRANGEMENT	610-7118
JOYSTICK STEER + AUX RELAY PKG	617-0334
BOOM, 34'9", LRE	578-1041
STICK, LRE 23'4"	536-0388
CYLINDER, BOOM, BLCV	512-0986
BOOM TUBE W/EOU, BLCV	523-7801
CYLINDER, STICK, SLCV	512-0996
LINKAGE, BKT, B1 W/ EYE	572-2380
CYLINDER, BKT, B1	572-4787
TRACK, 33" TG	538-5825
GUARD, TRACK GUIDE SEGMENTED	502-1304
HYDRAULIC PKG, STANDARD	576-6953
COOLING, REVERSE FAN	610-2247
LINES, DRAIN, STD	558-0346
FIXTURE, BOOM CYLINDER	553-1529
CAB, DELUXE	609-5081
CAMERA, 360 VISIBILITY	578-6756
LIGHTS, CAB, W/RAIN PROTECTOR	577-8973
LIGHTS, LRE BOOM LH + RH	577-6897
WIPER, RADIAL W/O LOWER	484-8021
MIRROR, CAB, W/O GUARD	580-8628
FILM, EXTERIOR, ANSI	578-1040
FILM, INTERIOR, ANSI	573-4351
FILM, STICK WARNING, ANSI	567-3815
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BLOCK HEATER, 120V	339-6916
SUN SCREEN, REAR	488-6450
DOOR, RADIATOR W/O SCREEN	548-0199
SWITCH, DISCONNECT W/O JS	514-7209
GRADE 2D ASSIST + PAYLOAD	624-7796
NETWORK MANAGER, A6N1	555-7286
GRADE SENSOR, LRE BOOM	623-3536
GRADE SENSOR, LRE 23'4" STICK	623-3539
CAT GRADE SENSOR, B1 LKG, LRE	572-1495
PROD LINK, PLE643/PLE743 RADIO	594-9052
QUICK DRAINS READY, HRC	512-1389
FILM, ROPS, LRE	568-8670
STORAGE PROTECTION (EXPORT)	0G-4126
STORAGE PROTECTION (EXPORT)	0P-7563
PACKING, LRE FRONT W/O BKT	0P-7388
PLUG (STD+SLCV)	476-1197
PLUG FRONT	476-1201
FIXTURE, BUCKET LINKAGE B1	575-8647
BUCKET-DC, 72" 1.62 YD3 (B)	441-6075
PIN GROUP, SPARE	268-5606

ITEM 8

CAT LIST PRICE	\$610,302.00
SOURCEWELL CONTRACT 011723-CAT 16%	<u>(-\$138,359.00)</u>
Machine Sale Price after discount with 12-month standard CAT warranty no TT&M Included	\$471,943.00
Freight from factory/PDI/Local Delivery/Onsite Start Up	\$12,036.00
Dredge Kit Installation at shop	\$14,409.00
Extended Warranty for 60 Months / 5000 Hours with Travel Time & Mileage included	\$15,826.00
CSA up to 5,000 hours @ 500-hour intervals with TT&M included.	\$36,736.00
NET BALANCE DUE	\$550,950.00

WARRANTY/EXTENDED COVERAGE

Extended Warranty:	60 Months/5000 Hours Power Train + Hydraulics + Tech with Travel Time & Mileage included
CSA	CVA up to 5000 hours for PM Services in the field every 500 hours with travel time & mileage included.

F.O.B/TERMS : Customer Site

PAYMENT TERMS

Financing Terms

SALE PRICE	PAYMENT WITH ORDER	BALANCE TO FINANCE	TERM	MONTHLY PAYMENT	RATE	DOCUMENT FEE
\$550,950.00	\$0.00	\$551,450.00	60 (Monthly)	\$10,916.77	6.99	\$500.00

Subject to approval by Caterpillar Finance or other lender.

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. All machines are subject to prior sale. If there are any questions, please do not hesitate to contact me.

PLEASE NOTE: DUE TO MARKET VOLATILITY, RATES CANNOT BE GUARANTEED AT THIS TIME. ABOVE RATES REFLECT CURRENT RATES. QUOTED PRICE IS SPECIFIC TO THIS UNIT AND ITS PENDING AVAILABILITY. FUTURE UNITS QUOTED COULD ALSO BE SUBJECT TO FUTURE PRICE OR INTEREST RATE INCREASES.

Sincerely,

Jeff Cronshaw
Sales Representative
443-783-8248



PURCHASER	WORCESTER COUNTY COMMISSIONERS C/O TREASURER'S OFFICE		<SAME>
ADDRESS	WORCESTER COUNTY SOLID WASTE DIVISION 7091 CENTRAL SITE LN		
CITY/STATE	NEWARK, MD	COUNTY	WORCESTER
ZIP CODE	21841	PHONE NO.	(410) 632-0686
CUSTOMER CONTACT:	DAVE CANDY		

CUSTOMER NUMBER	5199600	SALES TAX EXEMPTION # (if applicable)	N/A	PURCHASER PO		F.O.B.	Customer Site
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TERMS OF SALE:											
NET PAYMENT ON RECEIPT OF INVOICE		<input type="checkbox"/>	COD		<input type="checkbox"/>	FINANCIAL SERVICES		<input checked="" type="checkbox"/>	CSC	<input type="checkbox"/>	LEASE
PAYMENT WITH ORDER		\$0.00	BALANCE TO FINANCE		\$551,450.00	INTEREST RATE		6.99			
PAYMENT PERIOD		MONTHLY	PAYMENT AMOUNT		\$10,916.77	NUMBER OF PAYMENTS		60	OPTIONAL BUY-OUT		

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CAT		MODEL: 340-AKSP		YEAR: 2024	
ID #: 1045170		SERIAL NUMBER: 0XBN00181		SMU: TBA	
				NEW	<input checked="" type="checkbox"/> USED <input type="checkbox"/>
340 08C LRE HEX AM-N CFG1	642-5940	BLOCK HEATER, 120V	339-6916	SLCV, PILOT LINE	555-5755
BOOM, 34'9", LRE	578-1041	MIRROR, CAB, W/O GUARD	580-8628	BOOM TUBE W/EOU, BLCV	523-7801
STICK, LRE 23'4"	536-0388	LINES, DRAIN, STD	558-0346	PLUG (STD&SLCV)	476-1197
CYLINDER, BOOM, BLCV	512-0986	FIXTURE, BOOM CYLINDER	553-1529	PLUG FRONT	476-1201
CYLINDER, STICK, SLCV	512-0996	FILM, INTERIOR, ANSI	573-4351	TRACK, 24" TG HD	608-0915
CAB, DELUXE	609-5081	FILM, STICK WARNING, ANSI	567-3815	SENSOR, ENGINE OIL LEVEL	608-0079
LINKAGE, BKT, B1 W/ EYE	572-2380	SERIALIZED TECHNICAL MEDIA KIT	421-8926	PROD LINK, PLE683/PLE783 RADIO	638-7384
HYDRAULIC PKG, STANDARD	576-6953	DOOR, RADIATOR W/O SCREEN	548-0199	LINE,COOLING,W/O INLET AIR HTR	608-0101
CAMERA, 360 VISIBILITY	578-6756	GRADE 2D ASSIST & PAYLOAD	624-7796	SWITCH, DISCONNECT W/O JS	636-1013
GUARD, TRACK GUIDE SEGMENTED	502-1304	NETWORK MANAGER, A6N1	555-7286	FAN, REVERSE	608-0098
CYLINDER, BKT, B1	572-4787	GRADE SENSOR, LRE BOOM	623-3536	FILM, EXTERIOR, ANSI	649-1781
CHECK VALVE, SLCV, LRE BOOM	531-8458	QUICK DRAINS READY	512-1389	GRADE SENSOR, LRE STICK	638-1963
LIGHTS, CAB, W/RAIN PROTECTOR	577-8973	FILM, ROPS, LRE	568-8670	FIXTURE, BUCKET LINKAGE B1	575-8647
LIGHTS, LRE BOOM LH & RH	577-6897	WIPER, RADIAL W/O LOWER	484-8021	BUCKET-DC, 72" 1.62 YD3 (B)	441-6075
SUN SCREEN, REAR	488-6450	BLCV	504-1794	PIN GROUP, SPARE	268-5606

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	AGREED VALUE	SELL PRICE	\$550,950.00
				EXT WARRANTY	Included
				CSA	Included
				NET BALANCE DUE	\$550,950.00
				AFTER TAX BALANCE	\$550,950.00
				DOCUMENT FEE	\$500.00
PURCHASER WARRANTS THAT TRADE-IN CONDITION UPON DELIVERY TO CARTER WILL BE MATERIALLY THE SAME AS THE CONDITION WHEN INSPECTED BY CARTER. TRADE-IN DISASSEMBLY REQUIRED BY PURCHASER FOR TRANSPORTATION.					
TOTAL TRADE VALUE					
PAYOFF TO				AMOUNT	
CUSTOMER TO PAY <input type="checkbox"/>				CARTER TO PAY <input type="checkbox"/>	
BILL OF SALE: FOR VALUE RECEIVED, PURCHASER HEREBY BARGAINS AND SELLS, GRANTS AND DELIVERS UNTO CARTER MACHINERY CO., INC., GRANTEE, ALL OF PURCHASER'S RIGHTS, TITLE AND INTEREST IN THE USED EQUIPMENT DESCRIBED ABOVE OFFERED IN TRADE ON EQUIPMENT PURCHASED BY THIS ORDER. PURCHASER WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT COVERAGE	INITIAL
WARRANTY AND EXTENDED COVERAGE ON THE EQUIPMENT COVERED BY THIS ORDER, IF ANY, HAS BEEN EXPLAINED TO PURCHASER. THE WARRANTY COVERAGE IS OUTLINED BELOW AND INDICATED BY THE BOX CHECKED HEREON. WARRANTY APPLICABLE INCLUDING EXPIRATION DATE WHERE NECESSARY: 12 Months/Unlimited Hours		WHEN THE EQUIPMENT COVERED BY THIS ORDER IS USED EQUIPMENT, THE PURCHASER IS BUYING THE EQUIPMENT AS-IS, WHERE-IS AND WITH NO REPRESENTATIONS OR WARRANTIES, UNLESS OTHERWISE SPECIFIED BELOW. COVERAGE APPLICABLE:	
60 Months/5000 Hours Power Train + Hydraulics + Tech with Travel Time & Mileage included			

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS AUTHORITY TO EXECUTE THIS SALES ORDER AND TO BIND SAID COMPANY TO THE TERMS CONTAINED HEREIN. PAYMENTS ARE TO BE IN ACCORDANCE WITH THE TERMS SET FORTH ON INVOICES AND SHALL BE DUE TO CARTER MACHINERY CO., INC. AT ITS OFFICE ADDRESS AS LISTED ABOVE. SEE ATTACHED TERMS AND CONDITIONS, PARAGRAPH 5.
PRICE WILL BE ADJUSTED BASED ON PRICE IN EFFECT ON DATE OF SHIPMENT. THIS ORDER SUBJECT TO ACCEPTANCE BY AN OFFICER OF CARTER MACHINERY.

SEE ATTACHED FOR TERMS AND CONDITIONS WHICH ARE A PART HEREOF.

Carter Machinery Co., Inc.		Purchaser	
Accepted By: _____		WORCESTER COUNTY COMMISSIONERS C/O TREASURER'S OFFICE	
Date: _____		Date: _____	
Title: Machine Sales Representative			

FOR OFFICE USE: SALES MGR	FIN#:	Signed	
		Title:	
Corporation Partnership Individual Other			

SALES ORDER TERMS AND CONDITIONS

ITEM 8

This Sales Order, together with Carter's **Standard Warranties and Disclaimers** and any Application for Credit/Financing and addenda thereto, constitutes the "Agreement" between you and Carter Machinery Company, Inc. and its wholly owned subsidiaries (collectively, "Carter") relating to the matters set forth herein and identified on the front page. As used herein, the term "Products" refers to the machinery, equipment, parts, and services that are the subject of this Agreement. Notwithstanding anything to the contrary in any other document, the terms of this Agreement control over all conflicting terms provided by you, whether before or after this Agreement and whether or not signed or acknowledged by Carter.

1. **Warranties and Disclaimers.** ALL ORDERS ARE SUBJECT TO THE SEPARATE WRITTEN STATEMENT OF **CARTER'S STANDARD WARRANTIES AND DISCLAIMERS** ATTACHED HERETO AND INCORPORATED HEREIN. The same is available on Carter's website. EXCEPT AS PROVIDED IN THE SEPARATE WRITTEN STATEMENT, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No testing or examination of any Product by Carter constitutes or creates any type of warranty for that Product.

2. **Limitation of Damages and Remedies.** Carter shall not be liable for any indirect, consequential, incidental, special, punitive, lost profit, or cover damages of any nature whatsoever. The remedies provided herein are Customer's exclusive remedies.

3. **Compliance with Laws; Indemnification.** Customer assumes, at its own cost, the entire responsibility for complying with all laws, rules, regulations, codes, standards, requirements, and manufacturer's specifications pertaining to the Products, including the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act. Customer acknowledges that Products may require additional safety guards or devices before they can be used and Customer assumes the entire responsibility for determining and installing such safety guards and devices. Customer shall indemnify, defend, and hold harmless Carter, its subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, from and against all claims, suits, demands, injuries, fines, fees, losses, or damages of any kind, including attorneys' fees, whether to person or property (including death), actually or allegedly caused by or arising from, directly or indirectly, in whole or in part, any Product and/or any failure by Customer to comply with this Agreement, except that Customer is not obligated to indemnify Carter for injury or damage caused by or resulting solely from Carter's own negligence.

4. **Prices, Shipping, and Taxes.** Except as otherwise provided herein, prices of parts, supplies, and services are the prices established by Carter in effect at the time of delivery. Customer is responsible for, and shall reimburse Carter for, all shipping, transportation, and other delivery charges, including special order charges. In addition to any sales price, Customer shall also pay all excise, privilege, sales, use, and other taxes and tariffs when due.

5. **Payment and Default.** All invoices are due and payable according to the payment terms contained therein, or, if any invoice does not contain payment terms, upon receipt. In the event of nonpayment of any indebtedness when due, Carter may charge Customer a late charge of 2% per month computed on the unpaid indebtedness (or if prohibited by applicable law, the maximum lesser amount allowed by law). Failure to pay any amount when due or to otherwise comply with any term of this Agreement constitutes default. If Customer defaults, Customer shall pay Carter all costs and expenses incurred by Carter in enforcing this Agreement, including reasonable attorneys' fees (minimum 25% of any unpaid balance).

6. **Time of Delivery, Force Majeure, and Risk of Loss.** Carter makes no guaranty or warranty of the availability date of any Product and any such date specified in this Agreement or any quote is merely an estimated date of shipment or delivery. Performance by Carter is subject to "Force Majeure," which means all circumstances and actions whatsoever beyond the direct and immediate control of Carter, including but not limited to: Acts of God; war and riot; intervention of authorities or agencies of government, including for environmental preservation; embargoes; pandemics; epidemics; government-mandated quarantines, work stoppages, or import/export controls; vandalism; sabotage; strikes; lockouts; shortages or delays in the supply of fuel, power, raw materials, or component parts; any mechanical, electronic, or communications failure that prevents transmission or receipt of data; and any other cause beyond Carter's reasonable control. Carter shall not be liable for any loss or damage caused to Customer, nor shall Customer be entitled to cancel an order, for any failure of performance by Carter due to Force Majeure. Risk of loss passes to Customer upon delivery of a Product to Customer or to a common or contract carrier. Ownership of any Product passes to Customer only after initial payment is received.

7. **Credit and Security Interest.** Except as otherwise provided herein, prices of parts, supplies, and services are the prices established by Carter in effect at the time of delivery. Customer is responsible for, and shall reimburse Carter for, all shipping, transportation, and other delivery charges, including special order charges. In addition to any sales price, Customer shall also pay all excise, privilege, sales, use, and other taxes and tariffs when due.

8. **Data Governance.** Customer agrees that the collection, sharing, and use of data concerning Customer's personal information and the Products, for purposes of, at minimum and among other uses, ordinary diagnosing, servicing, and repair of Products, providing services to Customer and others, enabling Cat@ Connect and other digital offerings, and for general business purposes. The collection, sharing and use of any such Customer data shall be subject to the following Statements and/or Services:

Data Governance Statement ("DGS") – describes Caterpillar's practices for collecting, sharing, and using data and information related to customers' machines, products, Devices, and/or other Assets and their associated worksites. Full details can be reviewed at <https://cartermachinery.link/DGS>

Remote Services ("RS") - Refers to Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices. Full details can be reviewed at <https://cartermachinery.link/RS>

Acceptance of this agreement, absent any declination of the terms and services of the DGS and RS herein, constitutes your acceptance of the terms and conditions of the DGS and RS and also applies to any data and information previously collected by Caterpillar, its Distribution Networks or other affiliates. The DGS and RS may be updated and changed from time to time without notice to the Customer, and each such update or change shall remain binding on the Customer. If you wish to decline one or both of these items, you may do so by initialing below. However, be advised this may limit Carter Machinery's ability to support and service your machines, products, Devices, or other Assets and their associated worksites in a timely manner. In addition, your ability to access data generated by the forementioned may be restricted or removed entirely.

___ I hereby DECLINE the terms and conditions of the Cat Data Governance Statement ("DGS") AND Remote Services ("RS").

___ I hereby DECLINE the terms and conditions of Remote Services ("RS") ONLY

9. **Miscellaneous.** In the event Customer transfers ownership, lease, use, or operation of any Product or Asset to anyone else, Customer should notify Carter of the transfer, and also notify the transferee of the terms and location of the Data Governance Statement. **All contractors shall abide by the requirements of 29 CFR 471 Appendix A to Subpart A, 41 CFR 60.1.4(a), 60-300.5(a) and 60-741.5(a) and comparable state law, as applicable. These and state regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. These and state regulations also require that contractors take affirmative action to employ and advance in employment individuals without regard to any such discriminatory bases.** This Agreement is governed by Virginia law (without regard to conflict of law rules) and entered in Virginia. **You agree that any dispute or claim that in any way relates to or arises from this Agreement or any order with Carter will be resolved exclusively in the state or federal courts in Norfolk or Roanoke, Virginia, and irrevocably submit to such jurisdiction and venue. YOU WAIVE ANY RIGHT TO JURY TRIAL and any defenses of lack of personal jurisdiction or forum non-conveniens.** A facsimile or electronic signature is valid as an original.

Rev. 09/2020

INITIALS

**Customer Value Agreement (CVA) Acceptance****Customer Value Agreement Detail:**New Contract: **Yes** No N/A (circle one)

Contract Renewal: Yes No N/A (circle one)

Quote Number: 196154Customer Name: Worcester County Solid WastePhone: 410-632-0686Email: dcandy@co.worcester.md.us

Fax: _____

<u>Make</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Customer No.</u>	<u>Sales Rep</u>	<u>Sale Date</u>
CAT	340 LRE	OXBN00181	5199600	Jeff Cronshaw	8-30-24

Notes:

Carter will perform in the field at 500hr PM Filter
Service intervals with Travel Time & Mileage included.
Carter will perform services up to 5000 hours.

Customer Value Agreement Category (check one)

- ☐ CVA – Dealer performed labor
☐ CVA Kit – Dealer provided parts / customer performed labor

Contract Term (check one)

- ☐ 12 months / 1000 hours
☐ 36 months / 1500 hours
☐ 36 months / 2000 hours
☐ 36 months / 3000 hours
☐ 36 months / 5000 hours
☐ 48 months / 1500 hours
☐ 48 months / 3000 hours
☐ 48 months / 3500 hours
☐ 48 months / 4000 hours
☐ 48 months / 4500 hours
☐ 60 months / 2500 hours
☐ 60 months / 3000 hours
☐ 60 months / 5000 hours
☐ Other: _____

☐ No, at this time, I elect not to use Carter Machinery Company to perform my Planned Maintenance

Customer Signature: _____ Date: _____

Machine Sales Rep Signature: Jeff Cronshaw Date: 7-9-24

Terms and Conditions

Agreement between Carter Machinery Company and Customer

OBJECTIVE:

The objective of this Customer Value Agreement is to ensure that customers receive the benefits of consistent, thorough, and managed planned maintenance.

SERVICES PERFORMED:

Machine hours are monitored by Carter Machinery and customer will receive notification in advance of Planned Lubrication Maintenance service being due. Both scheduled lubrication Planned Maintenance or Planned Maintenance kits will be performed or shipped to customer based upon 500 hour intervals.

ADDITIONAL PARTS & LABOR: The agreement does not cover parts needed outside of the scope of the lubrication service or recommended repairs that are noted during the machine inspection. Customer can elect to address those issues or Carter will provide a service estimate. The customer will be responsible for the additional costs associated with those items.

LIMITATIONS: The intent of this agreement is to perform lubrication services and filter replacements at 500 hour intervals for the term of the contract. Not all services outlined in the Operations and Maintenance Manual are included in this pricing, these include but are not limited to: valve adjustments, torquing ROPS mounting bolts, charging brake and cushion hitch accumulators, adjusting wheel bearings, torquing wheel lug bolts/nuts, torquing draft arm flange bolts on scrapers, inspecting scraper ejector rollers, checking fire extinguisher charge, changing receiver dryers, etc.

CARTER MACHINERY COMPANY'S RESPONSIBILITIES:

- Monitor hour meter readings of customer asset(s) and coordinate scheduling of Planned Lubrication Maintenance work.
- Maintain service records on all repairs, planned maintenance services, provide fluid sampling analysis, and interpretation.
- Store and provide upon request, all inspections submitted via Cat Inspect App
- Carter performed services: Provide travel time & mileage, labor, filters, and oil to perform Planned Lubrication Maintenance services at specified 500 hour intervals. Travel time and mileage is included when machine is within Carter Machinery's territory. Additional charges will apply for machines outside of Carter Machinery's territory.
- Planned Maintenance filter kits to include filters and fluid sampling bottles ONLY.

CUSTOMER RESPONSIBILITIES:

- Perform all daily maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation and Maintenance Manual
- Any and all maintenance recommendations outside of the 500 hour specifications in the Manufacturer's Operation and Maintenance Manual
- Make equipment available at a reasonable work location accessible to Carter Machinery Planned Maintenance vehicle for scheduled maintenance during normal working hours unless otherwise agreed upon. If machine cannot be released at previously scheduled time, additional charges may apply.
- Provide and add daily make-up fluids (fuel, oil, coolant, grease) using fuel and lubricants that meet Manufacturer's specification.
- As confirmation customer-performed Planned Maintenance service is complete, submit inspection via Cat Inspect App. This enables Carter to reset the 500 hour service interval and notify the customer when the next service is due
- Perform external cleaning of the machine to include, but not limited to, radiator, belly pan(s), engine enclosure(s), all guards, axles, wheels, final drives, and undercarriage. If additional cleaning of machine is required in order for Carter to perform Planned Maintenance service additional charges may apply.
- Perform any adjustments and/or replacements as required by Operation and Maintenance Manual outside of lubrication services specified in this agreement.

NON-CATERPILLAR MACHINES

- Customer required to provide part numbers and fluid capacities.
- Non-Caterpillar machines will be serviced on a time and material basis until adequate data can be gathered for a flat rate to be established.
- If customer has the machine Operation & Maintenance manual they are to provide copies of the pages that contain the manufacturer recommended Planned Maintenance information. If unavailable, basic Planned maintenance schedule of a comparable Caterpillar machine will be applied

TERMS OF AGREEMENT:

Basic Planned Maintenance, for any machine enrolled under this agreement, must be performed in the original territory quoted. If Planned Maintenance service is completed outside of the original zone quoted, additional charges may apply. This agreement will be in effect for the duration of the contracted terms. The prices quoted are subject to change upon the expiration of this agreement. The agreement is renewable with a mutual understanding and documentation of new terms. If machine is sold, Planned Maintenance Agreement is non-transferable.

TERMINATION OF AGREEMENT:

Either party can terminate the agreement with a 30-day written notice. Upon termination, customer will pay Carter Machinery for all Planned Maintenance services performed prior to termination, or Carter Machinery will issue a credit for any overpayment, if applicable.

EXCEPTIONS:

Delays or failures to perform, caused by acts beyond the reasonable control of either parties to this agreement, shall not constitute a breach of this agreement when a reasonable effort is made to correct such delays or failure. The acts may include, but are not limited to: acts of war, severe acts of nature, supplier material shortages, riots, strikes, or government regulations imposed after the date of this agreement. Each party must notify the other within 3 business days if this part of the agreement is to be exercised.

WARRANTY AND INDEMNIFICATIONS:

Carter Machinery Company warrants that all work shall be performed in a workmanlike manner and that all fluids, oils, filters and other goods shall be new. Carter Machinery Company agrees to assign to customer all Manufacturers' warranties with respect to fluids, oil, filters and other goods supplied in connection with this agreement. The forgoing shall be expressly in lieu of all warranties of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed by Carter Machinery Company. In no event shall Carter Machinery Company be liable for indirect, special or consequential damages, including but not limited to: claims for loss of anticipated profits or other economic loss in connection with or arising from the furnishing, functioning, or use of any item of equipment or service provided for in this agreement.

Initial _____ Date _____



Carter Machinery Company, Inc.

PO Box 3096

▪ Salem, Virginia 24153

▪ 540.387.1111

▪ 800.768.4200

WARRANTY AND EXTENDED COVERAGE FOR EQUIPMENT

Carter Machinery Co., Inc. ("Carter") agrees to provide Purchaser (identified below) Standard Warranty and Extended Coverage (if any) in accordance with the terms and conditions set forth below and attached pages for the equipment below and covered by the Sales Order/Rental Agreement.

Warranty and other coverage on the equipment, if any, have been explained to Purchaser. Please read all pages carefully before signing.

Caterpillar Warranty subject to qualification. If qualified, the following terms apply, based on Coverage Expiration - First to occur (months or hours) after retail purchase to first purchaser or lessee.

The Standard Warranty period is based on guidelines below:

12 Months/Unlimited Hours

Extended Coverage (if any):

60 Months/5000 Hours Power Train + Hydraulics + Tech with Travel Time & Mileage included

Purchaser Name:: WORCESTER COUNTY COMMISSIONERS C/O TREASURER'S OFFICE

Purchaser Address		City	State	Zip Code
7091 CENTRAL SITE LANE		NEWARK	Maryland	21841
Model	Product	Hour Meter	Serial Number	Yr. of Mfg.
340-08 LR	Excavator		0XBN00181	2024

If equipment covered by this order is Used Equipment, the equipment is sold/rent AS-IS, WHERE IS AND WITH NO REPRESENTATIONS OR WARRANTIES, unless otherwise specified above.

The undersigned acknowledges reading all pages and agrees to be bound by the foregoing terms and conditions.

Name:

Worcester County Commissioners

Signed By:

CustomerSign

Date:

WarrantyDate

By: Jeff Cronshaw

Carter Machinery Company, Inc.

SEE ATTACHED FOR TERMS AND CONDITIONS WHICH ARE A PART HEREOF.

Terms and Conditions:**EXTENDED POWERTRAIN, HYDRAULIC AND TECHNOLOGY COVERAGE****1) Coverage:**

Carter covers the following powertrain, hydraulic and technology components installed at time of delivery on the Product to be free from mechanical breakdown due to defects in material and workmanship under normal use and service:

Differential	Engine (Excluding Radiator,	Final Drive Gear Trains	Pinion and Bevel Gear	Transfer Gear Group	Product Link System
Drive Axles	Alternator, Starter, Compressor,	(up to, but not including,	Steering Brakes	Universal Joints	Grade Control System
Drive Motor	Fan, Fan Drive Accessories	the sprockets)	Steering Clutches		Payload Systems
Drive Pumps	Power Take-Off and	Hydraulic pumps, motors,	Torque Converter		
Drive Shafts	Hydraulic Pumps)	valves and cylinders	Transmission		

The Extended Powertrain, Hydraulic and Technology Coverage is limited to the listed components. The external control linkages, external engine oil lines and external water lines are excluded.

2) Coverage Period: See previous page for details.**3) Travel and Mileage:**

From the date of original delivery through the sixth month, Carter will provide covered repair service at the Purchaser's machine location. From the seventh month through the remainder of the coverage period, Carter will provide covered repairs at one of Carter's facilities. After the first six months, all equipment transportation expenses or field service travel expenses shall be the Purchaser's responsibility.

4) Other Coverage Terms:

- (a) The Coverage is limited to labor and materials necessary to repair or replace items that Carter shall determine to be defective with new or repaired parts.
- (b) Purchaser shall provide, at its expense, labor and lifting equipment required to minimize job time and downtime in making repairs at the job site.
- (c) Although Carter will endeavor to provide covered repair service at convenient times, it only agrees to do so during regular weekday working hours. The overtime or premium time rate differential will be charged to Purchaser for covered repair service provided at other times.
- (d) All consumable items, such as lubricants, fuels and filters, necessary to complete a covered service will be charged to Purchaser.
- (e) Materials and labor provided under this coverage are covered only for the remainder of the original coverage period.

5) Special Conditions:

The Coverage is subject to the following:

- (a) Carter must perform all covered repairs
- (b) Purchaser will, at Purchaser's expense take oil samples in accordance with the Caterpillar recommended intervals as outlined in the machine's Operation and Maintenance Guide. Purchaser will follow Carter's recommendations based on samples processed through Carter's Fluids Analysis Lab. The purchaser is responsible to maintain a complete oil sample report file and take appropriate actions when oil analysis is performed by a lab other than Carter's Fluids Analysis Lab. If a problem is discovered during this coverage period, the purchaser is responsible to notify Carter of the problem and follow Carter's recommendations. Oil sample reports must be available to Carter if they are requested.
- (c) Purchaser will not subject covered products to extraordinary uses and will at all times operate and maintain them in accordance with the instructions outlined in any maintenance and operating instruction information furnished. Lubricating oil must meet or exceed the requirements specified by Caterpillar. Any damage that results from continued operation after a defect has been recognized by Purchaser, its agents or employees, is Purchaser's sole responsibility.
- (d) The Product may not be altered or modified in any manner which affects the mechanical operation as designed by the manufacturer.
- (e) In the event the product is enrolled in a Caterpillar Inc. Product Improvement Program, the Extended Powertrain plus Hydraulic Coverage will not apply to the improvement.
- (f) Exclusions from this coverage are routine maintenance and normal wear items (i.e., GET, batteries, tires, belts, etc.), adjustments needed to compensate for normal wear, adjustments to fuel settings or electronic unit injectors associated with engine performance, external hoses and lines except hydrostatic lines and hoses between the drive pump and motor, failures caused by oil consumption, gasket or seal leaks, mobile track belts, undercarriage, work tools manufactured by Caterpillar, attachments manufactured by Caterpillar, auxiliary equipment, work tools and attachments not manufactured by Caterpillar, Caterpillar Custom Shop modifications, Non-Caterpillar Technology (i.e. Trimble's Accugrade) and damage caused by collision, accident, flood, fire, vandalism, Acts of God, labor disputes (whether involving Carter or any other party) and other occurrences beyond the control of Carter.
- (g) Purchaser shall maintain the service meter in an operable condition and notify Carter of any service meter replacement.

IMPORTANT**6) Limitations and Disclaimers:**

THIS EXTENDED COVERAGE SUPPLEMENTS THE STANDARD FORM OF "CARTER WARRANTIES AND DISCLAIMERS," WHICH IS INCORPORATED HEREIN BY REFERENCE. THE STANDARD FORM, AS MODIFIED HEREIN, SHALL CONTROL EXCLUSIVELY ALL RIGHTS AND OBLIGATIONS OF THE PARTIES. **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** CARTER SHALL HAVE NO LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Finance Proposal

CUSTOMER

Name: COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Address 5764 Worcester Hwy
City SNOW HILL
State MD

Good if:

Acknowledged by Aug-4-2024

Funded by Aug-4-2024

CARTER MACHINERY COMPANY,
INCORPORATED D100
Sales person Cronshaw B010, Jeff
Dealer contact Megan Weber D100
Telephone _____

DEALER

Quote number 4721271
Fax Number _____
Quote Date 05-Jul-24
Quote Time 08:26:02 AM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease Quoted By Megan Weber D100
Number of Payments 60 Monthly Report Created By Megan Weber D100
Payments in Arrears

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	340-08	1000	1	550,950.00	551,450.00	See Amort. Schedule	1.00	6.9900%

Special Conditions:
340-08

Serial Number - XBN00181, Model Year - 2024, Industrial Environment;
Major Attachments-Air Conditioning, Standard Stick, Steel Tracks, Cab, Triple Grouser Tracks (TG); Blades/Buckets/Rippers-Heavy Duty Bucket;
Manual Configuration and Work Tools:

Payment Structure – Asset
60 Monthly payment(s) 10,916.76
1 Stub payment(s) 1.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	340-08	615.18	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

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Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

COUNTY COMMISSIONERS OF Date
WORCESTER COUNTY, MARYLAND

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number.....4721271

Dated _____, 20__

between
Caterpillar Financial Services Corporation
 and
COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Description of Unit: 340-08 Hydraulic Excavator:XBN00181

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	551,450.00	10,916.76	0.00	3,212.20	6.99	543,745.44
2	543,745.44	10,916.76	0.00	3,167.32	6.99	535,996.00
3	535,996.00	10,916.76	0.00	3,122.18	6.99	528,201.42
4	528,201.42	10,916.76	0.00	3,076.78	6.99	520,361.44
5	520,361.44	10,916.76	0.00	3,031.11	6.99	512,475.79
		-----	-----	-----		
total		54,583.80	0.00	15,609.59		
6	512,475.79	10,916.76	0.00	2,985.18	6.99	504,544.21
7	504,544.21	10,916.76	0.00	2,938.97	6.99	496,566.42
8	496,566.42	10,916.76	0.00	2,892.50	6.99	488,542.16
9	488,542.16	10,916.76	0.00	2,845.76	6.99	480,471.16
10	480,471.16	10,916.76	0.00	2,798.75	6.99	472,353.15
11	472,353.15	10,916.76	0.00	2,751.46	6.99	464,187.85
12	464,187.85	10,916.76	0.00	2,703.90	6.99	455,974.99
13	455,974.99	10,916.76	0.00	2,656.06	6.99	447,714.29
14	447,714.29	10,916.76	0.00	2,607.94	6.99	439,405.47
15	439,405.47	10,916.76	0.00	2,559.54	6.99	431,048.25
16	431,048.25	10,916.76	0.00	2,510.86	6.99	422,642.35
17	422,642.35	10,916.76	0.00	2,461.90	6.99	414,187.49
		-----	-----	-----		
total		131,001.12	0.00	32,712.82		
18	414,187.49	10,916.76	0.00	2,412.65	6.99	405,683.38
19	405,683.38	10,916.76	0.00	2,363.11	6.99	397,129.73
20	397,129.73	10,916.76	0.00	2,313.29	6.99	388,526.26
21	388,526.26	10,916.76	0.00	2,263.17	6.99	379,872.67
22	379,872.67	10,916.76	0.00	2,212.76	6.99	371,168.67
23	371,168.67	10,916.76	0.00	2,162.06	6.99	362,413.97
24	362,413.97	10,916.76	0.00	2,111.07	6.99	353,608.28
25	353,608.28	10,916.76	0.00	2,059.77	6.99	344,751.29
26	344,751.29	10,916.76	0.00	2,008.18	6.99	335,842.71
27	335,842.71	10,916.76	0.00	1,956.29	6.99	326,882.24
28	326,882.24	10,916.76	0.00	1,904.09	6.99	317,869.57
29	317,869.57	10,916.76	0.00	1,851.59	6.99	308,804.40
		-----	-----	-----		
total		131,001.12	0.00	25,618.03		
30	308,804.40	10,916.76	0.00	1,798.79	6.99	299,686.43
31	299,686.43	10,916.76	0.00	1,745.68	6.99	290,515.35
32	290,515.35	10,916.76	0.00	1,692.26	6.99	281,290.85
33	281,290.85	10,916.76	0.00	1,638.52	6.99	272,012.61

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34	272,012.61	10,916.76	0.00	1,584.48	6.99	262,680.33
35	262,680.33	10,916.76	0.00	1,530.12	6.99	253,293.69
36	253,293.69	10,916.76	0.00	1,475.44	6.99	243,852.37
37	243,852.37	10,916.76	0.00	1,420.44	6.99	234,356.05
38	234,356.05	10,916.76	0.00	1,365.13	6.99	224,804.42
39	224,804.42	10,916.76	0.00	1,309.49	6.99	215,197.15
40	215,197.15	10,916.76	0.00	1,253.53	6.99	205,533.92
41	205,533.92	10,916.76	0.00	1,197.24	6.99	195,814.40
		-----	-----	-----		
total		131,001.12	0.00	18,011.12		
42	195,814.40	10,916.76	0.00	1,140.62	6.99	186,038.26
43	186,038.26	10,916.76	0.00	1,083.68	6.99	176,205.18
44	176,205.18	10,916.76	0.00	1,026.40	6.99	166,314.82
45	166,314.82	10,916.76	0.00	968.79	6.99	156,366.85
46	156,366.85	10,916.76	0.00	910.84	6.99	146,360.93
47	146,360.93	10,916.76	0.00	852.56	6.99	136,296.73
48	136,296.73	10,916.76	0.00	793.93	6.99	126,173.90
49	126,173.90	10,916.76	0.00	734.97	6.99	115,992.11
50	115,992.11	10,916.76	0.00	675.66	6.99	105,751.01
51	105,751.01	10,916.76	0.00	616.00	6.99	95,450.25
52	95,450.25	10,916.76	0.00	556.00	6.99	85,089.49
53	85,089.49	10,916.76	0.00	495.65	6.99	74,668.38
		-----	-----	-----		
total		131,001.12	0.00	9,855.10		
54	74,668.38	10,916.76	0.00	434.95	6.99	64,186.57
55	64,186.57	10,916.76	0.00	373.89	6.99	53,643.70
56	53,643.70	10,916.76	0.00	312.48	6.99	43,039.42
57	43,039.42	10,916.76	0.00	250.71	6.99	32,373.37
58	32,373.37	10,916.76	0.00	188.58	6.99	21,645.19
59	21,645.19	10,916.76	0.00	126.09	6.99	10,854.52
60	10,854.52	10,916.76	1.00	63.23	6.99	(0.01)
		-----	-----	-----		
total		76,417.32	1.00	1,749.93		
total		655,005.60	1.00	103,556.59		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

NEXT

Complete these five items to get started.



- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.
- Enroll in Auto Pay for one less thing to worry about. Skip the hassle of manually paying your bill every month and focus on running your business.



REGISTER FOR MYCATFINANCIAL

1. Visit mycatfinancial.com and select your country/language. You can also download the free app on your mobile device from the App Store or Google Play.
2. Click CREATE ACCOUNT in the white box
3. Input the required registration information
4. Click CONTINUE
5. Enter the code sent to your email
6. Click VERIFY
7. Create your password
8. Click CONTINUE
9. Click LINK A CONTRACT



a. Contract Number: 001-70148644

b. Serial/Customer Number: XBN00181

c. Commencement Date: _____

- Apply for a Cat Card
- Make a payment
- Enroll in Auto Pay
- Request a payoff quote
- Review your contracts and invoices
- And more!



ACCOUNT FEATURES



ENROLL IN AUTO PAY

1. Login to MyCatFinancial and click ENROLL/MANAGE AUTO PAY in account settings (located at the top right of your screen)
2. Select the contracts you want to enroll in Auto Pay and click ENROLL
3. Enter your banking information for the recurring payment
4. That's it. Your payment will be automatically withdrawn from your account every month



CONTACT US

Have questions about your account? We can help.

Hours: Monday – Friday | 7 a.m. – 6 p.m. CST

Phone: 1-800-651-0567

Email: NABC.CustomerService@cat.com



PUT IT ON YOUR CAT® CARD

Cat Card is the fast, easy way to pay for parts, service, rentals and more — with no annual fee, competitive rates, flexible payment terms* and Cat Vantage Points earned on every qualifying purchase.** Use your Cat Card at participating Cat dealers, The Cat Rental Store and online at Parts.cat.com and Cat Central to get what you need and get back to work. Learn more at catcard.com.

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](https://www.cat.com/financial).

* Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify. Additional terms and conditions may apply. Visit Catcard.com or contact your Cat dealer for more information. Offers subject to change without prior notice. Additional terms and conditions may apply.

** Cat Vantage Points are earned on qualifying purchases at participating Cat dealers, The Cat Rental Store and approved online retailers — either Parts.Cat.Com or Cat Central. Cat Vantage Points can be redeemed for Cat Credits to be used on future purchases of parts, service, sales, rentals and work tools at participating Cat dealers, The Cat Rental Store and approved online retailers. Availability to use Cat Credits on Parts.Cat.Com and Cat Central varies by dealer. Not all dealers will participate. Visit cat.com/catcardrewards for full details on earning Cat Vantage Rewards through your Cat Card, as well as rules governing Cat Credits.

Document Checklist – Governmental Lease

These documents were prepared especially for:
 COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
 5764 Worcester Hwy
 SNOW HILL, MD 21863-2401

Dealer: CARTER MACHINERY COMPANY, INCORPORATED, D100
 Contract Number 001-70148644
 Transaction Number: 4721286
 Comments:

Date: 07/05/2024
 Time: 03:12:31 PM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by:

Print Name:

Date:

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70148644



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE ("you" or "your"):

**COUNTY COMMISSIONERS OF WORCESTER COUNTY,
 MARYLAND**
 5764 Worcester Hwy
 SNOW HILL, MD 21863-2401

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
---	--	--	---------------------	---

1 New 2024 Caterpillar 340-08 Hydraulic Excavator XBN00181

SEE ATTACHMENT

\$1.00

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 13834, NEWARK, NJ 07188-0834 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 6.99% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that

end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause

whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement to be a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

ITEM 8

14. Title; Return of Units Notwithstanding our designation as “Lessor,” we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect

including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Maryland (the "State") authorize COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____

This Purchase Agreement is between **CARTER MACHINERY COMPANY, INCORPORATED** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 340-08 CATERPILLAR Hydraulic Excavator	XBN00181		\$	\$550,950.00

Lessee:	Subtotal	\$550,950.00
COUNTY COMMISSIONERS OF	Federal Excise Tax	\$0.00
WORCESTER COUNTY,	Other Tax	\$0.00
MARYLAND	Total Purchase Price	\$550,950.00
5764 Worcester Hwy	Unit(s) Delivery Point:	
SNOW HILL, MD 21863-2401	7091 CENTRAL SITE LANE	
	NEWARK, MD 21841-2239	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	CARTER MACHINERY COMPANY, INCORPORATED
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 60		\$10,916.76
61		\$1.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
Signature	Signature
Name (Print)	Name (Print)
Title	Title
Date	Date

Opinion of Counsel

**Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70148644) (the "Lease")
Between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Maryland (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Name(Print):	_____	Date:	_____
Signature:	_____	Address:	_____
Title:	_____		_____

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Policy Number CIC - 70148644

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 340-08	Caterpillar Hydraulic Excavator	XBN00181		\$550,950.00	\$31,075.00	\$615.18



Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$31,075.00, which is \$6215.00 per year based upon the total equipment value of \$550,950.00.

- Method 1 ☐ I will finance the insurance premium, including finance charges, of \$615.18 per scheduled equipment payment. The finance charge is calculated at 6.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$6215.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Dealer Name: CARTER MACHINERY COMPANY, INCORPORATED

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70148644 **Dealer Name:** CARTER MACHINERY COMPANY, INCORPORATED
Customer's Name: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
Address: 5764 Worcester Hwy
SNOW HILL, MD 21863-2401

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 340-08	2024 Caterpillar Hydraulic Excavator	XBN00181		\$550,950.00

Insurance Agency

Insurance Agent's Name

Street Address

City

State

Zip

Agent's Phone Number

Fax Number

E-mail Address**TO CUSTOMER'S INSURANCE AGENT**

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

☐ To my existing policy number(s) _____, which now provide the coverage required, or

☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70148644



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name:	<u>COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND</u>	
Physical Address:	<u>5764 WORCESTER HWY</u>	
	<u>SNOW HILL, MD, 21863-2401</u>	
Mailing Address:	<u>5764 Worcester Hwy</u>	
	<u>SNOW HILL, MD, 21863-2401</u>	
Equipment Location:	<u>7091 CENTRAL SITE LANE</u>	
	<u>NEWARK, MD, 21841-2239</u>	
Business Phone:		
Mobile Phone:		
E-mail Address:	<u>npowell@co.worcester.md.us</u>	

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt**

Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- ☐ I decline Auto Pay authorization at this time
- ☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

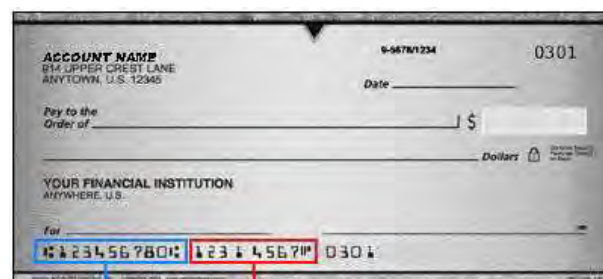
Bank Name

Routing Number

Account Number

Re-Enter Account Number

Account Name (exactly as it appears on Check)



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

Meeting Minutes

CARTER MACHINERY COMPANY, INCORPORATED
1330 LYNCHBURG TPKE
SALEM, VA 24153-0618

Reference:

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



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 3, 2024
 RE: Request to Award – FY25 Corrugated Metal and Plastic Pipe

Please see the attached bid tabulation for the purchase of corrugated metal and plastic pipe for the Roads Division of Public Works. Public Works is requesting the Commissioner's review and approval to award to the lowest responsive and responsible vendor, Lane Enterprises Inc., in the amount of \$108,234.84. Bids were due and opened on Monday, August 19, 2024 at 2:30pm. Three bids were received.

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

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

FY25 Corrugated Metal and Plastic Pipe	
August 19, 2024 at 2:30pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
Ferguson Waterworks	\$133,308.20
Chemung Supply Corp.	\$124,442.20
Lane Enterprises, Inc.*	\$108,234.84

*apparent low bidder

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131





TIMOTHY MULLIGAN
WARDEN

**Worcester County
Jail**

P.O. BOX 189
SNOW HILL, MARYLAND
21863

TEL: 410-632-1300
FAX: 410-632-3002

SHYNTIA M. DRUMMOND
ASSISTANT WARDEN

MEMORANDUM

TO: Worcester County Commissioners

FROM: Timothy Mulligan

DATE: August 22, 2024

RE: Dietician Contract

I am submitting a request to enter in a contract with registered dietician Hemali Mehta for the purpose of annually reviewing the menu of the Worcester County Jail to ensure the meals are nutritionally adequate and ample in portion. By having a Certified Dietician review the menu, this will make the Worcester County Jail in compliance with the Maryland Commission on Correctional Standard .03 Inmate Food Services. This contract will not exceed \$7,500 in a County fiscal year.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Mulligan", with a long horizontal stroke extending to the right.

Timothy Mulligan, Warden

EXHIBIT A

Worcester County Maryland
Standard Terms

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination of completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

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

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

CONTRACT

This Contract, dated _____, between the County Commissioners of Worcester County, Maryland ("County") and Hemali Mehta ("Contractor")

1. **Services.** The County contracts with Contractor under the terms below to render the following services:
 - a. See "Scope of Services" attached as Exhibit B.
2. **Term.** The term will begin on the date above and end upon termination by either party.
3. **Payment.** Contractor will be paid \$80 per hour for actual services rendered, not to exceed \$7,500 in a County fiscal year. County will make payments at the end of each month after receiving an itemized invoice for services rendered. Contractor will not be compensated for any expenses unless approved in writing by the County.
4. **County Terms.** The County's Standard Terms are incorporated as Exhibit A.

**County Commissioners of
Worcester County, Maryland**

Anthony W. Bertino
President

Contractor

Hemali Mehta
Hemali Mehta 8/14/2024.

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: August 28, 2024
SUBJECT: Request to Contract – Granicus/Swagit

Administration is requesting Commissioner approval to contract with Granicus/Swagit to provide live and recorded video services for the Worcester County Government Center Boardroom (Room 1102). If this request is approved, the recorded meetings will include the Board of License Commissioners, Board of Zoning Appeals, Planning Commission, and more.

Funding in the amount of \$20,000 was budgeted in FY25 under General Government Software Maintenance Agreements (100.1090.070.6130.070). The additional funding of \$4,738 will be covered by the Local Assistance and Tribal Consistency Fund (LATCF) that the county received as part of the American Rescue Plan Act (ARPA).

THIS IS NOT AN INVOICE

Order Form
Prepared for
Worcester County MD

Granicus Proposal for Worcester County MD

ORDER DETAILS

Prepared By: Andrew Collinsworth
Phone: (940) 206-7730
Email: andrew.collinsworth@granicus.com
Order #: Q-362340
Prepared On: 25 Jun 2024
Expires On: 28 Jun 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 30 Jun 2024
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Avior™ 25	Annual	1 Each	\$15,461.40
Avior™ 15	Annual	1 Each	\$9,275.87
SUBTOTAL:			\$24,737.27

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Avior™ 25	\$16,543.70	\$17,701.76
Avior™ 15	\$9,925.18	\$10,619.94
SUBTOTAL:	\$26,468.88	\$28,321.70

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ 25	AVIOR™ 25 Managed Service SaaS: Remote Switching for up to 25 meetings per year.
Avior™ 15	AVIOR™ 15 Managed Service SaaS: Remote Switching for up to 15 meetings per year.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-362340 dated 25 Jun 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Worcester County MD to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-362340 dated 25 Jun 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Worcester County MD	
Signature:	
Name:	
Title:	
Date:	



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

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

Board Members
 TODD A. FERRANTE
 President
 WILLIAM E. BUCHANAN
 Vice-President
 KATIE A. ADDIS
 JON M. ANDES, Ed.D.
 WILLIAM L. GORDY
 ELENA J. MCCOMAS
 DONALD C. SMACK, SR.

August 21, 2024

Mr. Anthony W. Bertino, Jr.
 Worcester County Commissioners
 Worcester County Government Center
 One W. Market Street, Room 1103
 Snow Hill, Maryland 21863-1195

Dear President Bertino:

As a result of several factors including higher than budgeted legal fees, increased cost related to transporting our students, higher than budgeted software costs, and the increased costs of repairs and the supplies, materials and equipment needed to maintain our school buildings, several of our FY24 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, 2024. 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, Other Instructional Costs and Fixed Charges. After review, the Board of Education approved these transfers at their meeting on August 20, 2024.

These budgetary transfers are necessary to align our budget with actual FY 2024 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

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

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2024 - JUNE 30, 2024

Five categories of the FY 2024 Unrestricted Operating Budget have actual expenditures that exceed the original 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 20, 2024. In compliance with Maryland law, these transfers will also be submitted to the Worcester County Commissioners for approval.

REDUCE THE FOLLOWING EXPENDITURE CATEGORIES:

	APPROVED	AMENDED	
	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>CHANGE</u>
INSTRUCTIONAL SALARIES	51,186,259	50,228,949	-957,310
OTHER INSTRUCTIONAL COSTS	1,131,659	1,057,659	-74,000
FIXED CHARGES	28,009,000	27,541,000	-468,000
TOTAL OPERATING BUDGET REDUCTIONS			-\$1,499,310
 FY24 SUPPLEMENTAL APPROPRIATION			\$0
ADDITIONAL REVENUES			0
TOTAL OPERATING BUDGET INCREASE			0
ORIGINAL APPROVED OPERATING BUDGET			<u>125,646,391</u>
REVISED TOTAL OPERATING BUDGET			\$125,646,391

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2024 - JUNE 30, 2024

INCREASE THE FOLLOWING EXPENDITURE CATEGORIES:

	<u>ORIGINAL AMOUNT</u>	<u>AMENDED AMOUNT</u>	<u>CHANGE</u>
ADMINISTRATION	\$1,896,875	\$2,032,636	\$135,761
Costs in the area of Administration were higher than budgeted due to several factors including higher than budgeted expenditures in the area of legal services and in the area of memberships, dues and subscriptions.			
INSTRUCTIONAL SUPPORT	\$8,777,338	\$8,837,043	\$59,705
Costs in the area of Instructional Support were higher than budgeted in the area of computer software.			
STUDENT TRANSPORTATION	\$7,560,354	\$7,853,949	\$293,595
Areas in this category experiencing increased costs include the fuel supplement paid to our bus contractors due to rising fuel prices, after-school & summer school programs transportation and transportation for our homeless students.			
OPERATION OF PLANT	\$8,915,759	\$9,506,174	\$590,415
This transfer is necessary due to higher than budgeted expenditures in the areas of upkeep of grounds, custodial supplies and software costs.			
MAINTENANCE OF PLANT	\$1,195,757	\$1,615,591	\$419,834
This transfer is necessary due to higher than budgeted expenditures in the areas of repair of equipment, HVAC supplies and other costs necessary to maintain our school buildings.			

SUMMARY OF TOTAL INCREASES IN EXPENDITURE CATEGORIES:

TOTAL OPERATING BUDGET CATEGORY INCREASES	\$1,499,310
LESS TRANSFERS FROM OTHER CATEGORIES	<u>-1,499,310</u>
INCREASE IN OPERATING BUDGET	\$0
ORIGINAL APPROVED OPERATING BUDGET FY 2024	<u>125,646,391</u>
TOTAL REVISED OPERATING BUDGET FY 2024	\$125,646,391



DEPARTMENT OF
INFORMATION TECHNOLOGY

Worcester County

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

To: Weston Young, Chief Administrative Officer

From: Brian Jones, Director of IT

Re: Broadband Update

Date: July 23, 2024

During the commissioners' meeting on July 16th, they requested a broadband update from our county ISPs. After the meeting, I promptly contacted Choptank and Talkie regarding their availability. Choptank is not available until September, but Talkie is available to attend the meeting on August 6th.

I have asked both ISPs to come prepared to answer any questions from the commissioners. Additionally, they will provide information on the number of miles covered in Worcester, the number of homes passed, and their past, current, and future progress plans in the county.

Talkie has confirmed their attendance at the August 3rd meeting. Choptank has confirmed their attendance for the September 3rd meeting. Each ISP has agreed to update the commissioners on their progress in the county and available to answer any questions they may have.



ITEM 13

Broadband through Choptank Fiber *Worcester Commissioners Update*

September 3, 2024

Presented by

Valerie Connelly

Vice President of Government Affairs & Public Relations

Tim McGaha

Vice President of Technical Service

Leroy Sverduk

Vice President of Engineering

Matt Tefteau

Manager of Gov't Affairs & Econ Development



We began deployment in 2021. As of last week, we had passed more than 13,700 locations and are connecting 30 households per week to the internet.

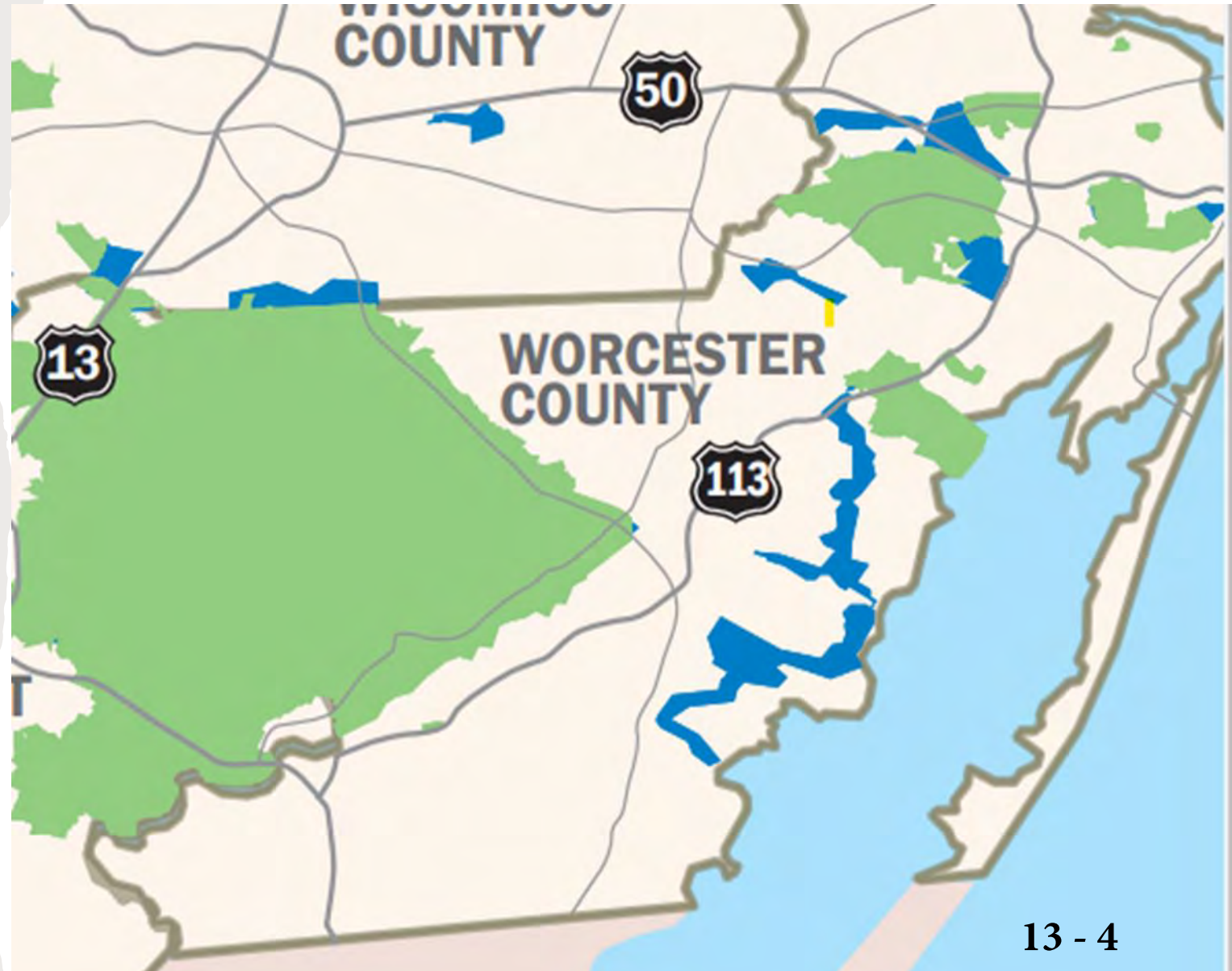
We are finishing grant funded projects years ahead of schedule and look forward to competing for BEAD grants in the fall to reach the last of the unserved.



Choptank Fiber Service Map - Worcester Projects

- Choptank Demo Project constructed in FY21 - 35 locations
- Pocomoke Forest - County ARPA - 50% grant funded in FY22 – 470 locations
- BCC FY22 Co ARPA Acquisition - 566 locations
- BCC General Acquisition – FY23 approx. 100 locations
- OSB FY23 Infrastructure Grant - 243 locations
- Libertytown FY24 - 50/50 County Grant – 80 locations

We have 471 active subscribers out of 1,112 with service availability today



Next Funding Opportunities – 2024 & 2025

Long-Lanes or “Difficult to Reach Premise” Grant from OSB

- \$1.1 million in grant was awarded to Worcester County.
- Most counties are still seeking clarification from OSB on how the funds can be used.
- Once clarified, the county will have to set up a program to allow residents to self-identify or allow ISPs to submit individual long-lane locations for funding.

Timeline for Federal BEAD funds

- Maryland Proposed process submitted to NTIA – Dec 2023 and recently approved
- Maps of Served/Unserved to be published
- County & ISP Review and Challenge of Maps – Deadline is Sept 8th to challenge
 - Important for County to challenge locations that report “no service”
- Federal BEAD Grants – Applications likely in Q2 of 2025
- Review by both Maryland OSB and Federal NTIA
- Grants awarded fall of 2025 or later

Details

Residential Pricing

Up to 100 Mbps \$84.95/month

Up to 450 Mbps \$99.95/month

Up to 1,000 Mbps (1 Gig) \$139.95/month

Up to 2,500 Mbps (2.5 Gig) \$279.95/month

No data caps. Same speed upload & download.

CF Voice - a phone service \$27.99/month

Visit www.choptankfiber.com for more information.


Available Now!

Affordable Connectivity Program (ACP)

DISCOUNT OFFERED BY THE FCC

\$30/month

discount on broadband service




[More info](#)

MD Emergency Broadband Benefit (MEBB)

DISCOUNT OFFERED BY THE OSB

\$15/month

discount on broadband service




[More info](#)

Low Income Access Program (LIAP)

DISCOUNT OFFERED BY CHOPTANK FIBER

\$15/month

discount on broadband service



[More info](#)

Affordable Connectivity Program (ACP)

Helps qualifying/enrolled low-income households pay for internet with a \$30 per month discount.

All discounts are applied beginning with the first full month's bill.

Eligible households:

- 200% of federal poverty level, or
- Participants in SNAP, Medicaid, WIC or other programs
- Children attend schools designated for assistance

Enrollment is a two-step process.

[Back](#)

MD Emergency Broadband Benefit (MEBB)

The Maryland Office of Statewide Broadband provides an additional \$15 per month discount for internet service for households that enroll in the federal ACP.

All discounts are applied beginning with the first full month's bill.

Eligible households:

- 200% of federal poverty level, or
- Participants in SNAP, Medicaid, WIC or others
- Children attend schools designated for assistance
- Visit <https://www.affordableconnectivity.gov/do-i-qualify> for further information.

[Back](#)

Low Income Access Program (LIAP)

All those who already receive energy assistance programs for their electric account can get a \$15 discount on their broadband account.

All discounts are applied beginning with the first full month's bill.

Eligible households:

- Households that qualify for energy assistance also qualify for this discount.

How to enroll:

[Back](#)

Protect your
internet use
through
Command IQ,
Experience IQ
and Protect IQ

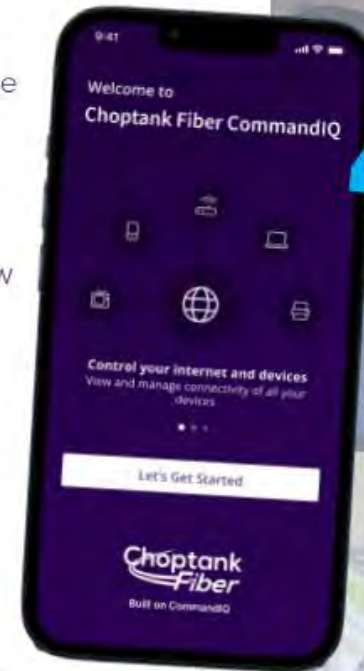
Free to all
Choptank Fiber
customers

Choptank Fiber comes fully equipped with the complimentary **CommandIQ®** mobile app, making your connected life easier by allowing you to:

- 1. See who's on your network:** Don't let the neighbors poach your Wi-Fi. View all connected devices on your network and get notified when someone connects.
- 2. Get web threat alerts in real-time:** With our ProtectIQ network security, you'll be notified in the app when threats are blocked and can take action. Browse with confidence.
- 3. Hit the pause button:** Sometimes we all need a well-placed timeout. You can pause the internet on anyone's device or during a specific time. Now relax.
- 4. Prioritize what matters most:** Choose which devices and activities get the most of your bandwidth in ExperienceIQ. Now you're in control.
- 5. Run a bandwidth test:** Internet running slow? Run a test – the higher the better. Call us for ways to improve your experience with more speed.

Sign up for Choptank Fiber and receive the fastest, most reliable internet on the Eastern Shore.

Our **CommandIQ®** mobile app is free to all members, allowing you to personalize and simplify your family's online experience.



Questions?



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 read "RJM".

Subject: Rural Legacy – FY 22 Agreement of Sale
Dividing Creek Rural Legacy Area
Disharoon, TM 55, P 77 (part)
94 +/- Acres

Date: 8/26/24

Attached you will find a memorandum from Katherine Munson with an application for requested funding for the Dividing Creek Rural Legacy Area (RLA) for approval by the County Commissioners. Two appraisals were conducted by two independent appraisers. The easement value is \$3,898/acre, and this price was derived by the calculated average of two "before and after" appraisals. The final price was negotiated with the landowner and MD DNR. The final survey will determine the exact acreage and boundary for the final easement value. The funding, provided by FY 22 Dividing Creek Rural Legacy Funds, will be used to purchase a conservation easement for this property and will also funds incidental and administrative costs.

Attached with memorandum from Katherine is a conservation easement agreement of sale. This property consists of 94 +/- acres located at Disharoon and Shell Road, north of the Town of Snow Hill and west of Route 113 in Snow Hill, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999), and one (1) RLA, Showell-Bishopville, which is pending formal approval by the state.

With respect to this particular property, the land is completely in cropland, it is within a high value area for protection for agriculture, and contains excellent agricultural soils. The protection preserves the landscape viewshed and is within an area of protected farmlands. The owner is surrendering four (4) subdivision rights and no subdivision will be allowed. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

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

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

Attachments

cc: Roscoe Leslie
Katherine Munson
Lynn Wright



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planning Manager *hm*

SUBJECT: Dividing Creek Rural Legacy Area—Disharoon, TM 55, Parcel 77 (part); 94 +/- acres—Agreement of Sale

DATE: August 20, 2024

This purchase is to be funded by FY22 Dividing Creek Rural Legacy Area funds.

Attached please find the signed agreement of sale for a Rural Legacy conservation easement purchase on this property for approval and signature by the county commissioners. The parcel is completely in cropland with excellent agricultural soils and considerable road frontage on Shell and Disharoon Roads. Four subdivisions for residential use will be eliminated by the deed of easement. The landowner has opted to disallow any further residential use of the property. CAFOs will also be disallowed and impervious surface limited.

The two easement values arrived at are \$395,000 and \$338,000 (see attached appraisal summary sheets). The landowner accepted the average of the two values: \$366,500, for the purchase of the conservation easement.

The final payment will be adjusted on a per acre basis after the survey is completed, if the acreage is found to be more or less than 94 acres.

The agreement has been reviewed and approved by Roscoe Leslie, County Attorney. I have indicated on the agreement where signature is required.

Please let me know of any questions you have.

Attachments



Executive Summary

Appraisal Of	Tax Map 55, Grid 15, Parcel 77
Effective Date of Value	May 13, 2024
Date of Inspection	May 13, 2024
Report Type:	Appraisal Report
Owner(s) of Record	Dianne Disharoon
Intended User	The client and intended user is Worcester County and it's contractors and it's agents.
Intended Use	The intended use is to provide an opinion of market value of the larger parcel for the placement of a Rural Legacy Conservation Easement on the larger parcel in accordance with the "Before and After Rule."
Property Location	Tax Map 55, Grid 15, Parcel 77 Disharoon and Shell Road Snow Hill, Maryland 21863
Tax Identification	24-02-768937
Total Land Area – Parent Tract	128.68 +/- Acres
Total Land Area – Larger Parcel	94 +/- Acres
Property Rights Appraised	Fee Simple
Improvements	Vacant and Unimproved
Highest and Best Use Larger Parcel	Agriculture and passive outdoor recreation and future residential development of 4 development rights
Highest and Best Use As Encumbered	Agriculture and passive outdoor recreation, no remaining development rights
Value	
Before Value	\$ 752,000
After Value	\$ 357,000
Estimated Value of Easement	\$ 395,000
Unit Value per Acre of Acquisition	\$ 4,202

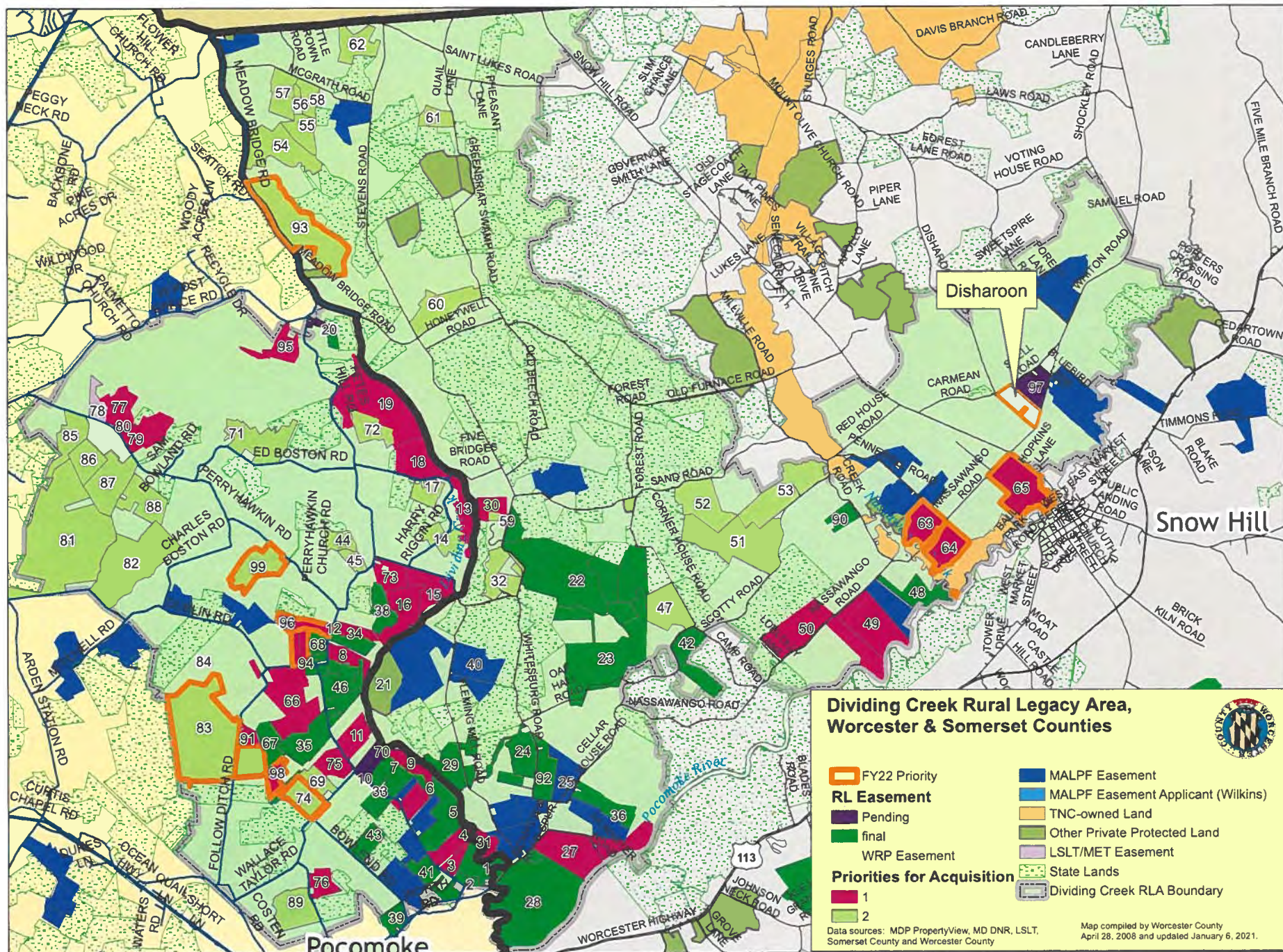
SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

REPORT TYPE:	Appraisal Report File No. CC19178	
REPORT DATE:	June 10, 2024	
LOCATION:	Disharoon Rd Snow Hill, MD 21863 Map 55 Parcel 77	
OWNER OF RECORD:	Dianne A Disharoon	
LAND AREA BEFORE/AFTER:	94.00 +/- Acres	94.00+/- Acres
IMPROVEMENTS: Not included in value	None	
ZONING:	A-1	
CENSUS TRACT:	9512.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0235H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Agriculture/residential	
HIGHEST AND BEST USE AFTER:	Agriculture	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	\$658,000	
AFTER VALUE	\$320,000	
VALUE OF EASEMENT/DIFFERENCE:	\$338,000	
EFFECTIVE DATE	May 29, 2024	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

Owner: Dianne Disharoon
Disharoon Road and Shell Road
94 acres (approx)
Map 55, Parcel 77 (SE side)



0 0.05 0.1 0.2 Miles



2 1 0 2 Miles



AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the 19TH day of August, 2024 is made by and between, Dianne A. Disharoon ("Seller"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Seller is the owner of that property ("Property") located in the tax district of Worcester County, Maryland; which is one (1) parcel, 94 acres total, more or less, and located between Disharoon Road and Shell Road in Snow Hill, Maryland, and a portion of property having tax ID number of 02-768937.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

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

SECTION 1. PURCHASE AND SALE.

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

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Three Thousand, Eight Hundred Ninety-Eight Dollars (\$3,898.00) per acre, of which \$1.00 has been paid upon signing.

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

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

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before July 31, 2025 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

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

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

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

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

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

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

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

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

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

SECTION 6. CLOSING COSTS.

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

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

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

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

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

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

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

SECTION 7. SELLER'S REPRESENTATIONS.

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

7.2. Seller represents and warrants that:

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

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

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

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

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

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

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

SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.

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

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

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 10. DEFAULT.

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

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

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

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

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

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

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

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

SECTION 11. GENERAL PROVISIONS.

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

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

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 94 acres. The purchase price of the easement shall be \$3,898.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 94 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based upon the updated

purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

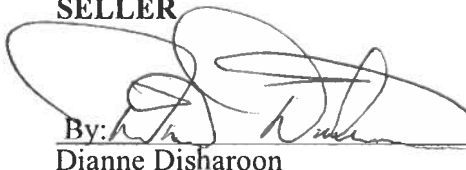
12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

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

Witness/Attest:



SELLER



By: _____ (Seal)
Dianne Disharoon

BUYER

County Commissioners of Worcester County, Maryland

Weston Young
Chief Administrative Officer

By: _____ (Seal)
President

Approved as to legal form and sufficiency.

Roscoe Leslie
Worcester County Attorney





Worcester County Administration

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

To: Commissioners

From: Roscoe R. Leslie

Date: August 23, 2024

RE: Easement request

We are requesting final approval of an assignment of a conservation easement located in the Winding Creek subdivision. The Commissioners already approved moving forward with this matter at their April 16, 2024 meeting. Enclosed is the final draft of the easement assignment.

The Lower Shore Land Trust is the current owner of the conservation easement. The easement prevents the construction of structures within a 100 foot-wide buffer running inland from the shoreline.

ASSIGNMENT OF DEED OF CONSERVATION EASEMENT

THIS ASSIGNMENT OF DEED OF CONSERVATION EASEMENT (this "Assignment") is made this ____ day of ____, 2024, by the LOWER SHORE LAND TRUST, INC., a Maryland nonprofit corporation having an address at 100 River Street, Snow Hill, MD 20863 ("Assignor") and COUNTY COMMISSIONERS OF WORCESTER COUNTY, having an address at Government Center, Room 1103, 1 West Market Street, Snow Hill, MD 21863 ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are Grantees of that certain Deed of Conservation Easement dated December 7, 2004 (the "Conservation Easement") granted by Shamrock Sisters, LLC and recorded among the Land Records of Worcester County, Maryland in Liber 4377, folio 259, and which encumbers certain real property consisting of 111.46 acres, more or less, of land located in the Tenth Election District of Worcester County, Maryland, and more particularly described in the Conservation Easement; and

WHEREAS, the Assignor is the sole Grantee of the Buffer portion of the Conservation Easement; and

WHEREAS, the Conservation Easement provides that a Grantee may assign its rights and responsibilities under the Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code; and

WHEREAS, Assignor now desires to assign all of its rights and responsibilities as Grantee under the Conservation Easement to Assignee pursuant to Article VI.A of the Conservation Easement, and Assignee is willing to accept such Assignment.

NOW, THEREFORE, in consideration of One (1) Dollar and of the recitals which are incorporated herein and made a part hereof, Assignor does hereby transfer, set over and assign unto Assignee, subject to the express terms of this Assignment, all of Assignor's right, title and interest in and to the Conservation Easement heretofore described.

TO HAVE AND TO HOLD the same, and all thereof, unto Assignee, together with all of the rights, privileges and remedies of Assignor, including the right to enforce all of the obligations and covenants to be performed under the terms of the Conservation Easement, as completely and fully as Assignor might have done if this transfer had not been given; and by its acceptance hereof, Assignee accepts the transfer and covenants and agrees, from the date hereof, to carry out the conservation purposes of the Conservation Easement, and enforce its terms and conditions to the extent provided in the Conservation Easement.

Assignor is hereby released by Assignee from any and all obligations and liabilities as Grantee under the terms of the Conservation Easement for events arising after the date of this Assignment. Assignor hereby represents to Assignee that Assignor has no knowledge of any unresolved violations of the Conservation Easement that exist as of the date of this Assignment.

Except as set forth herein, the provisions of the Conservation Easement are ratified and confirmed and shall hereafter remain in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have executed and set their hands and seals in the day and the year first above written.

ASSIGNOR:

LOWER SHORE LAND TRUST, INC.,
a Maryland nonprofit corporation

By: _____ (SEAL)

Name: Mike Lewis

Title: Chair

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Mike Lewis, and acknowledged that he is Chair of the Lower Shore Land Trust, Inc., Assignor of the foregoing Assignment of Deed of Conservation Easement and that the execution of the Assignment is the free act and deed of said corporation.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

ASSIGNEE:

COUNTY COMMISSIONERS OF WORCESTER COUNTY

By: _____ (SEAL)

Name: Anthony W. Bertino, Jr.

Title: President

STATE OF MARYLAND, _____ of _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me the subscriber, a Notary Public of the State aforesaid, personally appeared _____, and acknowledged that he is _____, Assignee of the foregoing Assignment of Deed of Conservation Easement and that the execution of the Assignment is the free act and deed of said entity.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____



Worcester County Administration

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

TO: County Commissioners
 Weston S. Young, Chief Administrative Officer
 FROM: Kim Reynolds, Budget Officer
 DATE: August 26 2024
 RE: FY25 Request to Advertise Public Hearing – FY25 Budget Amendment

In July 2024, the Secretary of the Maryland Department of Health approved an amendment to Worcester County's FY25 Local Core Funding Match Requirement. The Local Core Match was adopted in Worcester County's FY25 budget in the amount of \$11,022,108 and has been reduced to \$5,422,660. A budget amendment is proposed for the FY25 operating budget to reduce the Health Department Core funding by \$5,599,448.

Administration has identified several critical projects listed below for consideration in the budget amendment process. The total of the three projects requested below is \$3,982,229. The remaining available funding in the amount of \$1,617,219 is proposed to be held in Fund Balance for future funding needs.

- \$2,500,000 Countywide IT Camera Upgrades which would replace the current camera system and recording server.
- \$750,000 Riddle Farm Water Plant and Tower Rehabilitation.
- \$732,229 to restore the funding requested for the Riddle Farm Bypass Interconnect which was cut from the FY25 budget.

Requesting for approval to advertise holding a Public Hearing on October 1, 2024 to amend the FY25 operating budget.

Attachments:

Countywide IT Camera Upgrades Project – Pages 2-3

Riddle Farm Water Plant and Tower Rehabilitation Project – Pages 4-5

Riddle Farm WWTP Bypass to Ocean Pines WWTP Project – Pages 6-7

Small Project Request: Countywide IT New Camera Upgrade Project

Project Director (Name & Title): Brian Jones

Phone Number: 410-632-9301

Project Objectives/Need: Replacement of countywide camera system. This project includes replacement of several cameras, additional cameras where needed and a countywide recording server. This project will also include replacement wiring as well as additional cabling as needed. We intend to send an RFP to interested vendors.

Proposed Start/End Date of Project: FY25

Location of Project: All county remote buildings as well as the Government Center and Courthouse. Remote facilities include but not limited to the Rec Center, States Attorney's Office, Public Works Buildings, the Landfill, Animal Control as well as all libraries. Please note, the Jail has already been completed under a previous project.

Benefits of completing this project (This might include cost savings or service improvements): At present time our current camera server is end of life and has reached its limits of camera capacity. We have several cameras not in code of compliance with federal and local laws. All cameras branded as HikVision must be removed and destroyed as they cannot be resold or listed on Gov Deals.

EXPENDITURES	FY 25	FY 26	Total Expenditures
Engineering/Design			0
Land Acquisition			0
Site Work	2,500,000		2,500,000
Construction			0
Equipment/Furnishings			0
Other - Please Specify			0

TOTAL EXPENDITURES	2,500,000	0	2,500,000
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SOURCES OF FUNDS	FY 25	FY 26	Total Funds
General Fund	2,500,000		2,500,000
User Fees			0
Grant Funds			0
State Match			0
State Loan			0
Assigned Funds			0
Private Donation			0
Other - Please Specify			0

TOTAL SOURCE OF FUNDS	2,500,000	0	2,500,000
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Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this a Federal or State mandate? We hired a consultant to give us suggestions and ideas for camera vendors as well as identifying all current cameras out of compliance. There is a mandate to remove all cameras manufactured by Chinese owned organizations. We have identified several cameras and camera recorders that must be replaced that fit this criteria.

County benefit.

Does the County benefit as a whole from this project or is there a specific group of residents that will benefit from this project? The county benefits as a whole as well as those residents that visits any of our government offices. Cameras add a level of security and safety to employees and visitors.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineer's estimate? Is it based on similar projects? Please provide back up documentation. We hired a security consultant. We are unable to provide a more accurate estimate as no RFP has been released. We only have verbal estimates based on 4 potential camera vendors that performed a live presentation on their products and what features they offer.

Project success.

What measures will be put in place to determine the success of the project? We intend to work very closely with whichever vendor is chosen. We also plan on weekly meetings to discuss the project in detail once it gets started. We hope to form a committee consisting of the Sheriff's Office, Admin, Emergency Services, IT and Maintenance to assure all county needs are met.

Urgency.

Is this project critical? Will there be a significant impact if the project is delayed? What is the useful life of this project? This project is critical to the safety and security of the county offices. We currently have a camera server that may fail at any time due to the age and end of life status. There is no maintenance agreement with our current applications and hardware provider. We estimate a useful life of about 7 years when replaced. We intend to create a continued replacement plan on future cameras based on age and or model life. We intend to add the new hardware to the responsibility of IT to oversee future upgrades and or replacements as needed. We must create a chain of responsibility to endure a successful migration for this project and those that may come after it.

Small Project Request: Riddle Farm Water Treatment Plant & Tower Rehabilitation**Project Director (Name & Title):**

Dallas Baker Jr., P.E. - Director of Public Works

Phone Number:

410-632-5623

Project Objectives/Need: Repair, paint, and prep the existing Riddle Farm tower now, so that it is ready for when the water plant can be turned back on in the Fall of 2025. The painting and cleaning of the inside of the tower is needed to protect the metal structure from rusting and losing structural integrity. Rehabilitation and repair of equipment inside the Water Treatment Plant building will ensure proper functionality and high quality water treatment capabilities moving forward.

Proposed Start/End Date of Project: FY25/FY26**Location of Project:** Riddle Farm WTP (Riddle Farm Service Area)**Benefits of completing this project (This might include cost savings or service improvements):**

Extending the life of an important water treatment plant and storage tower that is currently offline. The proper functionality of this plant will reduce the need for drinking water to be supplied via the Ocean Pines Service Area.

EXPENDITURES	FY25	FY 26	Total Expenditures
Engineering/Design			0
Land Acquisition			0
Site Work			0
Construction	750,000		750,000
Equipment/Furnishings			0
Other - Please Specify			0

TOTAL EXPENDITURES	750,000	0	750,000
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SOURCES OF FUNDS	FY 25	FY 26	Total Funds
General Fund	750,000		750,000
User Fees			0
Grant Funds			0
State Match			0
State Loan			0
Assigned Funds			0
Private Donation			0
Other - Please Specify			0

TOTAL SOURCE OF FUNDS	750,000	0	750,000
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Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this a Federal or State mandate?

Repair, paint, and prep the existing Riddle Farm tower now, so that it is ready for when the water plant can be turned back on in the Fall of 2025. The painting and cleaning of the inside of the tower is needed to protect the metal structure from rusting and losing structural integrity. Rehabilitation and repair of equipment inside the Water Treatment Plant building will ensure proper functionality and high quality water treatment capabilities moving forward.

County benefit.

Does the County benefit as a whole from this project or is there a specific group of residents that will benefit from this project?

Extending the life of an important water treatment plant and storage tower that is currently offline.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineer's estimate? Is it based on similar projects? Please provide back up documentation.

Cost estimate was developed based off of an inspection done by the County's trusted water tower consultant, MWB Tanks.

Project success.

What measures will be put in place to determine the success of the project?

The ability for the plant to be turned online and provide an adequate volume of high quality drinking water to the Riddle Farm Service Area via the Riddle Farm WTP and water tower.

Urgency.

Is this project critical? Will there be a significant impact if the project is delayed? What is the useful life of this project?

Yes, this project is critical. Yes, the significant impact of delaying this project further is that meter reading could take longer, customer service could go down, time for billing to be collected to go back to pen/paper which could take months. Waiting will increase the deterioration and increase rehabilitation cost.

CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP**Project Director (Name & Title):**

Dallas Baker Jr., P.E. - Director of Public Works

Phone Number:

410-632-5623

Project Summary and Purpose: Install a sewer forcemain bypass line to allow untreated wastewater to flow from the Riddle Farm Service Area to the Ocean Pines WWTP for treatment. This will allow for the Riddle Farm WWTP to be bypassed during emergency plant shutdowns and future rehabilitation without the need for pumping & hauling operations. This will also eliminate the risk of sanitary sewer overflows that are a risk during plant shutdown or failure.

Project Location: Riddle Farm WWTP (Riddle Farm Service Area)

Are there any grant funds available? If so, through what agency? What is the grant deadline? How much funding will you be requesting through the grant?:

No

Is there a Federal or State mandate related to this project? If so, please elaborate:

No direct mandates, but DPW is at risk of violating discharge permits if pumping & hauling operations continue or if a plant failure resulted in sewer overflows at the plant.

Are there impacts to the General Fund operating expenditures such as personnel or utilities & maintenance?

No

What is the useful life of the asset/project?

30-40 years

Will this project generate revenue?

Yes, this will allow for the Riddle Farm WWTP to stay in-service during the plant rehabilitation.

	FY 25	FY 26	FY 27	FY 28	FY 29	Prior Allocation	Balance to Complete	Total Project Cost
EXPENDITURES								
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	3,090,000							3,090,000
Equipment/Furnishings								0
Other - Please Specify								0
TOTAL	3,090,000	0	0	0	0	0	0	3,090,000

SOURCES OF FUNDS								
General Fund	2,000,000							2,000,000
User Fees								0
Grant Funds (Congressional funding)	1,090,000							1,090,000
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
Other - USDA / MDE / CDBG								0
TOTAL	3,090,000	0	0	0	0	0	0	3,090,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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CIP Project Name: Riddle Farm WWTP Bypass to OP WWTP

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development?

The scope of this project is to design and install a sewer force main running from the Riddle Farm WWTP to the Ocean Pines WWTP. This scope was determined due to the need for the interconnect of the two plants so that raw, untreated sanitary sewerage can be treated during the Riddle Farm WWTP upgrades and during emergency situations that could impact plant operations. The Riddle Farm WWTP has been having issues treating wastewater effectively over the past few years due to ineffective membranes. This project will allow for wastewater to still be treated while the plant is taken offline for rehabilitation.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County as a whole or is the benefit targeted to a smaller area or population? What are the negative impacts to not funding or delaying this project?

Impacts will benefit the Riddle Farm and the Ocean Pines Service Area. Additional plant resiliency will be introduced to the Riddle Farm Service Area. The Ocean Pines Service Area will see a reduction in the amount of truck traffic generated by pumping and hauling operations. Additionally, both service areas will benefit as the Riddle Farm WTP will be able to come back into service, therefor reducing the demand of water from the Ocean Pines Service Area. Negative impacts include the continuation of pumping & hauling costs, environmental risks of from accidental spills, increased debt to the Riddle Farm Service Area for pumping & hauling operations, and no expansion of the Riddle Farm Service Area.

Cost estimate (Must Be Provided).

How was the cost estimate developed? Was a consultant used or a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Provide quotes/estimates. For your project to be considered for the CIP, backup documentation must be provided. Are there any concerns with your estimate?

Cost estimate was developed based off of an engineering study completed by GMB. This is a project specific estimate based off of real time materials and construction costs. Costs are subject to change in the future due to market volatility and inflation.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Yes, this bypass forcemain needs to be done first to allow for raw, untreated wastewater to be directed to another treatment plant while the Riddle Farm WWTP has to be taken offline for rehabilitation.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The project is critical and needs to be completed as soon as possible so that raw wastewater flow can be routed to another WWTP while the Riddle Farm WWTP is taken offline for rehabilitation or repairs.



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

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

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

August 26, 2024

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

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

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

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

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB - memo attached

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

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB - memo attached

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

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

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

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

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

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

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

All Commissioners:

(5)-Adult Public Guardianship Board-

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

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

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

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

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

(3) – Property Tax Assessment Appeal Board – 1 regular member vacancy available and an alternate member vacancy available. Delegate Hartman has two recommendations.

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

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

(3 - Total): Commission for Women:

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

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

Mrs. Belinda Gulyas.

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

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

* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

Compensation: None - Expense Reimbursement as provided by County Commissioners

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

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

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

Current Members:

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

Prior Members: Since 2000

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

BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

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

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

Current Members:

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

Prior Members:

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

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

Ex-Officio Members

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

Advisory Members

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

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

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

Ext: 1171

Current Members:

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

Prior Members:

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

* = Appointed to fill an unexpired term

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

ITEM 17

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

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

Prior Members:

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

Since 2009

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

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

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

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

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

Appointed by: County Commissioners

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

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

Compensation: None

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

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

Staff Contact: Lower Shore Workforce Alliance
Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Whitney Palmer	Berlin	*20-24	Business Rep.
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	Geoffrey Failla (15-18)
Linda Wright (99-04)	Melanie Pursel (18-*20)
Kaye Holloway (95-04)	Ivy Wells (20-21)(21-public appt.)
Joanne Lusby (00-05)	Jason Cunha (*16-23)
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

<u>Current Members:</u>	<u>Representing:</u>	<u>Term:</u>
Steven W. Rakow	Ocean Pines	*19-22 Resigned
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24

Prior Members: Since 1972

Wilford Showell	Joseph A. Calogero (04-09)
E. Carmel Wilson	Joan Vetare (04-12)
Daniel Trimper, III	Howard G. Jenkins (03-18)
William Smith	Robert D. Rose (*06-17)
William Marshall, Jr.	Larry Fry (*10-14 alt) (14-18)
Richard G. Stone	Richard Thompson (*18-21alt)
Milton Laws	Arlene Page 18-23
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	
Mary Yenney (98-03)	
Walter F. Powers (01-04)	
Grace C. Purnell (96-04)	
George H. Henderson, Jr. (97-06)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

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

Prior Members: (Since 2005)

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

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

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

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

Prior Members: (Since 1993)

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

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

Current Members:

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

Prior Members: Since 1995

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

* = Appointed to fill an unexpired term

^c = Charter member



Worcester County Administration

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

TO: *The Salisbury Daily Times and OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: August 29, 2024
 SUBJECT: Worcester County Public Hearing Notice

.....

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on August 15, 2024 and August 22, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-07 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-07 (Electrical Standards – Permits and Inspections) was introduced by Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitrecic, and Purnell on August 6, 2024.

A fair summary of the bill is as follows:

§ BR 2-219(f)(1). (Repeals and reenacts this section to increase the amperes of an electrical installation that is permitted to be completed by a licensed and registered electrician without the requirement for a permit.)

A Public Hearing

will be held on Bill 24-07 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, September 3, 2024 at 10:30 a.m.**

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

THE WORCESTER COUNTY COMMISSIONERS



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

M E M O R A N D U M

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: August 14, 2024
RE: Request to Amend Draft Bill 24-7 on behalf of the Board of Electrical Examiners

At their meeting on Tuesday, August 13, 2024, the Worcester County Board of Electrical Examiners reviewed the draft bill that was originally submitted regarding permit exceptions to the electrical standards. They have requested consideration of a further amendment to this bill that limits the type of electrical installation to a feeder or branch circuit but removes the limitation that it be installed in an existing structure.

A copy of the amended bill is attached for consideration by the County Commissioners at their upcoming public hearing on September 3, 2024.

Attachment

cc: Roscoe Leslie, County Attorney
Board of Electrical Examiners

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-7

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

INTRODUCED: August 6, 2024

AMENDED:

A BILL ENTITLED

AN ACT Concerning

Electrical Standards – Permits and Inspections

For the purpose of amending the Building Regulations Article, Title 2 – Construction Regulations, Subtitle II - Electrical Standards, to modify the electrical service permit exceptions.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § BR 2-219(f)(1) of the Building Regulations Article be repealed and reenacted to read as follows:

- (f) Permit exception. The following electrical services shall not require an inspection or a permit:
- (1) An electrical FEEDER OR BRANCH CIRCUIT installation which is one hundred amperes or less and installed ~~in an existing structure~~ WHERE AN ELECTRICAL SERVICE CURRENTLY EXISTS.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2024.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

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

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: July 26, 2024
RE: Proposed Amendment on behalf of the Board of Electrical Examiners

On behalf of the Worcester County Board of Electrical Examiners, I am requesting the introduction of a proposed text amendment to amend the permit exceptions associated with electrical service to an existing structure already connected with an electric service in Worcester County. By increasing the amperage of electrical service installed from 20 amperes to 100 amperes, this will reduce the number of electrical permits required for service to structures such as pre-existing sheds, hot tubs or spas.

Electrical service to new structures associated with a current valid permit will still be required to obtain an electrical permit. It will not change the requirement that all work be conducted by a state licensed electrician. Additional information on the purpose of the request can be found in the attached memo from Kenneth Lambertson, Chair of the Board of Electrical Examiners.

A draft of the proposed bill is attached for consideration of introduction at an upcoming legislative session. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachment

cc: Roscoe Leslie, County Attorney
Board of Electrical Examiners



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Jennifer K. Keener, AICP, Director
FROM: Kenneth Lambertson, Chair, Worcester County Board of Electrical Examiners
DATE: July 26, 2024
RE: Changes to definition of a minor electrical installation where an electrical permit or inspection is not required

In the past, the Board felt that the definition of a minor electrical installation has been too narrow in what does not require a permit and an inspection. By expanding the definition to 100 amps, it allows electricians to stand on their license, do work that they are more than qualified to do without unnecessary oversight, and not cost the residents of Worcester County more for unnecessary permitting and inspections.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-07

BY: Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell
INTRODUCED: August 6, 2024

A BILL ENTITLED

AN ACT Concerning

Electrical Standards – Permits and Inspections

For the purpose of amending the Building Regulations Article, Title 2 – Construction Regulations, Subtitle II - Electrical Standards, to modify the electrical service permit exceptions.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § BR 2-219(f)(1) of the Building Regulations Article be repealed and reenacted to read as follows:

(f) Permit exception. The following electrical services shall not require an inspection or a permit:

(1) An electrical installation which is one hundred amperes or less and installed in an existing structure.

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.



Worcester County Administration

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

TO: *The Salisbury Daily Times and OC Today Dispatch Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: August 29, 2024
 SUBJECT: Worcester County Public Hearing Notice

.....

Please print the below Public Hearing Notice in *The Salisbury Daily Times* and *Ocean City Digest/OC Today Dispatch* on August 15, 2024 and August 22, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-08 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-08 (Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions) was introduced by Commissioner Fiori on August 6, 2024.

A fair summary of the bill is as follows:

§ ZS 1-318(d)(1)E. (Amends the accessory building section to permit two detached accessory buildings on each campsite, one of which must remain unenclosed, eliminates the separation distance between accessory buildings and any other building or structure on the same or other lot.)

§ ZS 1-318(d)(1)G. and § ZS 1-320(a). (Amends the off-street parking requirements for campsites in a campground subdivision.)

A Public Hearing

will be held on Bill 24-08 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, September 3, 2024 at 10:35 a.m.**

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

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-08

BY: Commissioner Fiori
INTRODUCED: August 6, 2024

A BILL ENTITLED

AN ACT Concerning

Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions

For the purpose of amending the Zoning and Subdivision Control Article to allow two detached accessory buildings on each campsite and modifying the off-street parking requirements to only require one space per campsite in a campground subdivision.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-318(d)(1)E. of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- E. One enclosed and one unenclosed detached accessory building may be located on each campsite in a campground subdivision.
1. An enclosed building shall not exceed eight feet by ten feet in size.
 2. An unenclosed building shall not exceed twelve feet by twelve feet in size. Such structures may be covered with a roof but not enclosed with any material.
 3. Minimum lot requirements shall be: front yard setback, ten feet. No side or rear yard setbacks shall apply. There shall be no minimum separation distance required from buildings or structures on the same lot or any other lot.
 4. No accessory building may be used for human habitation or sleeping quarters, nor contain plumbing or plumbing fixtures.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-318(d)(1)G. of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- G. There shall be at least one off-street parking space but no more than two parking spaces for each campsite. At least one parking space must be provided on the campsite. Any

additional parking may be provided in common parking areas located within six hundred feet of the campsite.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland for “campground subdivisions or cooperative campground subdivisions” as prescribed under the “Recreational uses” Use Category be repealed and reenacted to read as follows:

Use Category	Minimum Motor Vehicle Spaces Required	Maximum Motor Vehicle Spaces Required	Bicycle Spaces Required
Recreational uses:			
Campground subdivisions or cooperative campground subdivisions	1 per campsite, each on the campsite	2 per campsite, with at least 1 on the campsite	N/A for campground subdivisions; 1 rack and each amenity area, bathhouse, store or other facility which is commercial in nature in cooperative campground subdivisions

Section 4. 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.



Introduced by Commissioner Fiori

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: July 29, 2024
Re: Planning Commission Recommendation – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

On July 3, 2024, the Planning Commission reviewed the proposed text amendment submitted by Ms. Tracey Barnhart to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. Following the discussion, the board gave an unfavorable recommendation. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Ms. Tracey Barnhart, applicant, Mr. Joe Barnhart, and Mr. Phil Wood were present for the review. Ms. Barnhart testified that residents want to enjoy their space in the shade. Submitted as Applicant's Exhibit No. 1 were photographs of existing canopies in White Horse Park. Ms. Barnhart stated that the reason that the canopies are in place is because they did not know that they were considered buildings requiring a permit. She admitted that they also didn't ask whether they were allowed.

Mr. Wood testified that his wife had breast cancer, and she was not allowed in the sun during her chemotherapy treatments. He had requested that hard top canopies be included in the amendment because the canvas was too hard for some residents to manage. Part of the amendment was to eliminate the six-foot separation between buildings, as it is impossible to fit accessory buildings on the lots. The applicants noted that there was nothing that would impede emergency access, fire or ambulance for ingress or egress. Mr. Barbierri provided historical context on the fire code as he was working for the Worcester County Fire Marshal's Office at the time.

Ms. Ott was concerned about the elimination of one parking space. Ms. Barnhart stated that there are off-site fields on nearly every street in White Horse Park where parking could be accommodated. Mr. Barnhart said that the amendment will not work for everyone, but they are trying

to legally permit as many as possible. He stated that residents cannot park on the street or White Horse Park will make them move their vehicle.

Mrs. Wimbrow noted that the current zoning code dates to 2009, not the 1980's as alleged. As the former Deputy Director for the Department of Development, Review and Permitting when the code was adopted, she stated that the purpose of zoning is to protect the health and safety of the residents. As buildings are added to a property, you take away from that. Therefore, Mrs. Wimbrow did not support this amendment.

Mr. Church said that there is merit in what they have to say, and that the photographs provided in Exhibit No. 1 are probably the good pictures. He acknowledged that there are also likely a handful of bad pictures that could be taken. However, he respectfully disagrees with Mrs. Wimbrow, and supports the amendment, though it would need some policing. Ms. Barnhart stated that White Horse Park would enforce the rules if it does pass.

Mr. Barbierri stated that in his role as the former Fire Marshal, he was in these parks measuring distances, and found so many violations due to fire spread concerns. Owners had to move buildings, even remove porches. When buildings couldn't be moved, his office had them put up cinder block fire walls. He stated that manufactured homes are great, but that they are not built to the same standards as a stick-built dwelling. With more clutter comes greater potential for danger. He noted that he would be ok with increasing the existing building size from 8' by 10' to 12' by 12', however he could not support a reduction to the separation distance due to fire spread concerns. Mr. Barbierri said that his stance is in support of life safety and finds that paramount.

Ms. Barnhart said that emergency responders can go straight through open canopies and gazebos. Mr. Barbierri explained that he had just come from a fire call on south end of the county that occurred in the middle of the afternoon, when people were present. Fire spreads quickly, and a delay is seconds taken away from a potential rescue. The Barnhart's said that their canopy is fire resistant, and while they are semi-temporary buildings, they are asking for permanency. Upon a question to clarify a setback versus a separation distance, staff explained the difference between the two.

Ms. Ott was concerned that most of these buildings could become weaponized in a storm. The Barnhart's said that was their concern as well with the temporary pop-up canopies, as they have had it blow away, even with weights. Ms. Drew inquired about whether the sites in Exhibit No. 1 retained the two required parking spaces, and the applicant confirmed that they were. No action was taken on a request by Ms. Barnhart to consider a modification to the separation distance to three feet.

Following the discussion, a motion was made by Mrs. Wimbrow to provide an unfavorable recommendation on the text amendment. Ms. Ott seconded the motion, and the motion carried 4 to 2 with Mr. Church and Ms. Drew opposed.

cc: Tracey Barnhart, applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

A BILL ENTITLED

AN ACT Concerning

Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions

For the purpose of amending the Zoning and Subdivision Control Article to allow two detached accessory buildings on each campsite and modifying the off-street parking requirements to only require one space per campsite in a campground subdivision.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-318(d)(1)E. of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- E. One enclosed and one unenclosed detached accessory building may be located on each campsite in a campground subdivision.
 - 1. An enclosed building shall not exceed eight feet by ten feet in size.
 - 2. An unenclosed building shall not exceed twelve feet by twelve feet in size. Such structures may be covered with a roof but not enclosed with any material.
 - 3. Minimum lot requirements shall be: front yard setback, ten feet. No side or rear yard setbacks shall apply. There shall be no minimum separation distance required from buildings or structures on the same lot or any other lot.
 - 4. No accessory building may be used for human habitation or sleeping quarters, nor contain plumbing or plumbing fixtures.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-318(d)(1)G. of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- G. There shall be at least one off-street parking space but no more than two parking spaces for each campsite. At least one parking space must be provided on the campsite. Any additional parking may be provided in common parking areas located within six hundred feet of the campsite.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland for “campground subdivisions or cooperative campground subdivisions” as prescribed under the “Recreational uses” Use Category be repealed and reenacted to read as follows:

Use Category	Minimum Motor Vehicle Spaces Required	Maximum Motor Vehicle Spaces Required	Bicycle Spaces Required
Recreational uses:			
Campground subdivisions or cooperative campground subdivisions	1 per campsite, each on the campsite	2 per campsite, with at least 1 on the campsite	N/A for campground subdivisions; 1 rack and each amenity area, bathhouse, store or other facility which is commercial in nature in cooperative campground subdivisions

Section 4. 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.

ITEM 19

The folks in White Horse Park and Assateague Point Campground are asking for your assistance in passing our submitted Text Amendment to the code concerning Sun Canopies and separation distance of sheds. We are requesting to be able to use manufactured Sun Canopies for shade as shown below.

We are also requesting the 6' separation for sheds be removed from the code, due to the lot size in White Horse Park being 40'x60'. Thus, the separation requirement cannot be mathematically obtained. The County Code called for 50'x60', except in White Horse Park, which was exempted by the code.



This is a representation of the soft top canopy requested to be permitted.



This is a representation of the hard top canopy requested to be permitted.



This is a representation of the normal placement of sheds due to the lot size.

ITEM 19

Here are some more examples of Sun Canopies and shed placement in White Horse Park. Some of the Sun Canopies have been in place for years. This was not in defiance of the code, or non-compliance, it was simply that we were not aware that the Sun Canopies would be classified as an *Accessory Building* as described in this code.



ITEM 19

Here are some more examples of Sun Canopies and shed placement in White Horse Park. Some of the Sun Canopies have been in place for years. This was not in defiance of the code, or non-compliance, it was simply that we were not aware that the Sun Canopies would be classified as an *Accessory Building* as described in this code.





DEPARTMENT OF
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ZONING DIVISION
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DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: June 21, 2024
Re: Text Amendment Application – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

Tracey Barnhart, owner of a campsite within White Horse Park, has submitted a text amendment application to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. A copy of the draft bill language is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

There are only two campground subdivisions in Worcester County – White Horse Park (465 lots) and Assateague Pointe (529 lots). New campground subdivisions are prohibited. Currently, one detached accessory building is permitted at a maximum size of 8' by 10', with sheds as the predominant type. The application stems from recent requests to permit buildings such as gazebos, canopies, pergolas, etc. within campground subdivisions. DRP was unable to process a permit application due to the size, as well as the fact that the gazebo was a second accessory building. White Horse Park notified the department of all lots in the park with a similar unpermitted building, and a complaint was filed against Assateague Pointe for similar buildings. Inspections were conducted of both campground subdivisions and notices were sent to the owners. Various aspects of the proposed bill language were included by the applicant to capture as many existing circumstances as possible.

DISCUSSION AND RECOMMENDATIONS

It is important to keep in mind that lots within campground subdivisions are much smaller than a traditional residential building lot (the smallest of which is a minimum of 5,000 square feet in the R-4 District). Lot area equivalency in a campground subdivision requires a 50' wide by 60' deep

rectangle on each site, resulting in a minimum lot area of 3,000 square feet. However, White Horse Park is exempted from this provision in the law based upon its date of platting and has a typical lot area between 2,000 square feet to 2,500 square feet, with those same lots measuring 40' to 45' wide. Assateague Pointe is not exempt; the typical lot area is between 3,000 square feet to 3,500 square feet. In each park, there are sites with greater lot area due to corner lots and cul-de-sac placement.

To give you a little perspective of what can be constructed on a site within a campground subdivision today, units can consist of a recreational vehicle, park trailer, manufactured home, or modular home. Additions may consist of screen porches, vinyl tech rooms, or three season rooms. The total gross floor area of the unit and additions cannot exceed 750 square feet. Open decks are also allowed, and do not count towards the square footage calculations. Two parking spaces must be able to be accommodated on the site itself, each 10' wide by 20' deep. One detached accessory building is permitted at a maximum size of 8' by 10'. Features such as umbrellas, pop-up tents, sunshades, and other temporary shade items are allowed without a permit.

Over the years we have seen the progressive expansion of uses within various types of campgrounds. For example, in cooperative campgrounds, amendments were approved to allow open decks to be enclosed into screen porches, which then evolved into plastic enclosures (vinyl tech rooms). There have been requests in different types of campgrounds for additional living space and extended occupancy. Each modification enhances the sense of permanency within these seasonal campgrounds. Staff are concerned that this amendment opens the door to similar future requests and removes many of the protections that are in place for fire separation, emergency personnel access and health considerations. As there are multiple aspects to the proposed amendment, I have broken them down into different sections. You will find the attached staff comments incorporated into the report.

Accessory Buildings

One detached accessory building is allowed per campsite, provided they are no larger than 8' by 10' in size. The proposed amendment would allow an additional unenclosed detached accessory building that is 12' by 12' maximum in size. Such buildings are proposed to allow a roof cover, but cannot be enclosed with any material (screening, vinyl, or solid walls). Many of the buildings that are the subject of this amendment are metal framed canopies or gazebos with either metal or canvas roof coverings. Staff would reiterate that features such as umbrellas, pop-up tents, sunshades, and other temporary shade items would not count as an accessory building and would be allowed without permit.

Given the size of the lots, staff may be supportive of modifying the size of the accessory building to 12' by 12' but do not support establishing a provision that would allow a second accessory building.

Setbacks and Separation Distances

In a campground subdivision, the zoning code requires a 10' front yard setback (but no side or rear yard setbacks) and a six-foot separation distance between accessory buildings and other buildings on the same or adjoining sites. However, an appeal of the interpretation of DRP to the Board of Zoning Appeals in 1996 resulted in an overturning of the separation provision (letters attached). Therefore, no distance applied in the Zoning Code until it was amended in 2009. However, there are numerous sheds that were permitted in between or have been replaced in kind that do not meet the

six-foot separation distance. The applicant is asking to remove the separation distance requirement in its entirety. This would apply not only to the newly installed unenclosed buildings, but also to the placement of new sheds.

The purpose of the separation distance requirement is to ensure adequate egress from the dwelling unit, allow access between buildings in the event of an emergency and slow the spread of fire between buildings. Even though the second accessory building is proposed to remain unenclosed, that does not mean that there will not be impediments in the way, such as patio furniture, or the accessory building itself if abutted to the main unit (a shed or a gazebo). This amendment also affects adjoining property owner's rights in that they will not have a say in whether their neighbor can place a shed or gazebo up to their property line, or even abutting their own accessory structure.

Staff recognizes that the six-foot separation distance may be a significant barrier to the installation of new detached accessory buildings on the smallest of lots. However, we do not support the complete elimination of the separation distance. The Planning Commission and County Commissioners should consider whether something along the lines of a three-foot separation distance would be more appropriate and consistent with past applications.

Parking requirements

Lastly, the draft language proposes reducing the required parking from two spaces to one space on the campsite. The maximum allowed parking would be reduced to two spaces overall (from 2.5), and if a second space was wanted or required for a short-term rental situation, then it could be provided within a common parking area within 600 feet of the campsite. The applicant's intent is to allow those owners with limited space on their campsite to permit a second accessory building in what is now considered a required parking space. Most common parking areas are found near community facilities to serve the particular use (marinas, clubhouses, pools, etc.), and are not designed to support such overflow parking, nor to be dedicated for lots as would be required for a rental situation.

We do not support the reduction of the required parking from the two-space minimum. With limited common parking areas available, and a significant number of units within each park, this has the potential to cause internal road congestion and limit emergency vehicle access if additional vehicles are parked within the road right-of-way.

As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have regarding the proposed amendment.

cc: Roscoe Leslie, County Attorney
 Matt Owens, Chief Fire Marshal and Director, Em. Services
 Matthew Laick, GISP, Deputy Director
 Kristen Tremblay, AICP, Zoning Administrator



ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Jennifer Keener, Director
FROM: Matthew Laick, GISP, Deputy Director
DATE: June 10, 2024
RE: Text Amendment Application – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

Reviewing the Text Amendment brings several concerns to mind. I will review each below.

1. Separation Distance – With a 0 ft separation distance there is no buffer for a fire block. If several buildings have a 0 ft separation distance and one of those buildings is a residence, then I would suggest both walls have a 1-hour fire-resistance rating on all adjacent buildings. If one of those building is open such as a gazebo then the supporting structure and roof should also have a 1-hour fire-resistance rating
2. Size and number of accessory structures – With lot sizes in campground subdivisions relatively small, most of the lot area is taken by the primary residence. By having two additional structures on the lot, you will end up covering your entire lot with structures. When building on a traditional lot you have a maximum lot area that you are allowed to cover, that same principle will not work in a campground subdivision due to the small lot size. But that does not mean you should cover 100% of your space located within the setbacks.
3. Location of Accessory Structures – With the second accessory structure having a maximum dimension of 12ft x 12ft will limit the location that the structure can be placed. I would suspect that many of these structures will start to be in the parking area and potentially block easy access to residence by emergency responders. The code may say that there cannot be any sides to the structure but then the question becomes of what is under the structure. Outside furniture such as couches, chairs, tables, etc... Could become a roadblock to anyone needing to get quick access to inside the residence.

4. Parking – as discussed in number 3 above. Reducing the parking minimum to 1 spot per campground lot will increase the need for on-street parking or the need for additional parking in other locations. In today's age when owners rent either short term or long term it seems in Worcester County parking issues arise. Renters do not show up with only one car. With narrow streets on-street parking can become an issue with not having enough room for fire units to safely move through the campground.



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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: June 10, 2024
Re: Zoning Ordinance Proposed Text Amendment – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions.

Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Tracey Barnhart.

The proposal seeks to increase the overall amount and size of accessory structures throughout the Campground Subdivisions and the ability to relocate one (1) required parking to another area of the campground.

I do not believe that the text should be amended at this time for the following reasons:

1. **Parking:** Removal of the second parking space is not recommended. While some owners may only use one (1) space regularly, any guests would create demand for additional parking and may attempt to park on-street or in dedicated parking spaces (see below).
 - a. For short-term rentals, an additional parking space is needed for new units. In the event that a property owner replaces their unit a second parking space would need to be provided. If relocated to another location at the campground, it would need to be specifically for the unit in which the space is relocated from. It may be difficult to not only find adequate places to put the second space, but to have them dedicated and reserved for specific units could be problematic.
2. **Number of Structures:** Not only do these parcels have a manufactured home, but they may also have an enclosed porch, patio or deck, and a shed already. The addition of another structure, of a larger size (12'x12') than already permitted (8'x10') to already congested, small-sized properties is ill-advised. Please note that there are other alternatives for shade that are not considered structures under the Zoning Code (more on next page). Additionally, awnings attached to the manufactured home would also be permitted, provided that a building permit with engineered drawings is approved.
3. **Setbacks and Separation Distances:** Full-time residents of the County do not have such instances of no setbacks or separation distances in any other parts of the code to my knowledge. A variance for hardship relief from setbacks may be requested, but is not guaranteed, from the Board of Zoning Appeals and is addressed on a case-by-case basis. The removal of both separation distances and setbacks from the code could create a situation where multiple sheds

and gazebos/pergolas are clustered closely together in an effort to create more space for the additional accessory structure.

New Campground Subdivisions are not permitted. If the Commissioners choose to amend the code, it will only affect the Assateague Pointe and White Horse Park Campground Subdivisions.

Temporary Shade items are not considered structures and can be used in lieu of a pergola or gazebo. Examples include umbrellas, outdoor day-beds with awnings, pop-up canopies (foldable) and sunshades/sails and removed when not in use. Awnings attached to the manufactured home may also be permissible with a building permit.

Please let me know if you have any other questions.

Public Comments Received
In Opposition
To
Text Amendment Application
For
Detached Accessory Buildings and Off-Street Parking
in Campground Subdivisions

From: [REDACTED]
To: [Jennifer Keener](#)
Subject: Re: Canopies and sheds in white horse park
Date: Monday, May 6, 2024 9:32:55 AM

On Sat, May 4, 2024 at 8:51 AM [REDACTED] <[REDACTED]@gmail.com> wrote:

Good morning, as a part-time resident in White Horse Park, I would like to address this issue as I look back to the issue of full-time residents.

As we all know, those who were full-time residents fought the county through an attorney, spending much \$\$ to no avail. The county was right in their decision for legitimate reasons.

The reasoning behind the present situation is again valid. If medical, firemen, etc. could not easily access residences in the park, and serious injuries or even deaths would occur, those same folks opposed to removal of these many canopies would be forever devastated, not to mention the sadness of the emergency crews. Most likely law suits would then ensue. Another factor to consider is how very cluttered the present footprints have become. The park's ultimate desire should be and has been to have beautification within the community.

When the county addresses issues and the board makes decisions, it is for the best of the people. These board members are chosen because of their ability to make wise decisions and folks must respect those decisions.

Respectfully submitted,
[REDACTED]

Note: Name and email address redacted at the request of the submitter.

We feel strongly opposed to the amendment to allow the installment of metal or other Gazebos on lots in White Horse Park. Adding more permanent structures as Gazebos would further exacerbate already crowded lots which are now being used as party venues. This would be in violation of the guidelines. They are putting in surfaces which adds to inadequate drainage management close to an active waterway and natural habitat.

The Commissioners would not allow the old home owners who owned the land and lived in for some 25 to 30 years in White Horse Park.

Anonymous Residents

White Horse Park

This letter is in opposition to the request of an amendment to have permanent metal or other Gazebos on their property in White Horse Park. According to the guidelines there is a shed on all properties and no other permanent structures permitted.

This would be a contradiction in not amending requests to allow full time residents to live at White Horse Park and were forced to leave.

Anonymous Resident
White Horse Park

Public Comments Received
In Support
Of
Text Amendment Application
For
Detached Accessory Buildings and Off-Street Parking
in Campground Subdivisions

From: [Jody Smoker](#)
To: [Kristen Tremblay](#)
Subject: Canopy, pergola, gazebo in Assateague Pointe meeting July 3, 2024
Date: Wednesday, June 26, 2024 11:47:36 AM

Sent from my iPhone

Hello. My name is Jody Smoker, husband Douglas Smoker, and we have a place in Assateague Pointe and I am writing in favor to have the code amended to keep my canopy.

We have a canopy that is anchored into the ground that we use for shade during the summer months. We take the canopy down over the fall, winter, and spring months. So there is no chance of damaging anyone's property. I feel the canopy, pergolas, and gazebos have given Assateague Pointe a very nice look and they are used for a reason. We could not enjoy the outside of our home if not for our canopy to give us some relief from the heat and sun. We do not use it for sleeping or housing.

These canopies, gazebos, and pergolas have been here for quite some time, ours for 7 summers.

I thank you for your time.

Jody Smoker. Lot 214.

From: [Teri Bell](#)
To: [Kristen Tremblay](#)
Subject: Text amendment request for White Horse Park Community
Date: Tuesday, June 25, 2024 11:23:21 PM

Ms. Tremblay,

I am writing in support of the text amendment request to allow gazebos in the white horse community. We purchased a place here last year and are excited to be joining the community here in Worcester County. Although White Horse is considered a camping ground, it is truly a summer home away from home for us. We purchased a simple Gazebo in the early fall only to be informed soon after about this being considered a structure and not allowed if one has a shed. I am not sure the logic of this rule as I believe the two things are completely different. We absolutely need a shed to store beach chairs, umbrellas, and outdoor furniture that is subject to the frequent winds of the area. The Gazebo however, although anchored for safety, is not really a structure but a means of having shade which is necessary for health and wellbeing. I feel strongly that a gazebo or such is much safer than an umbrella, not only because it won't blow away but also because it provides more shade and can include screen curtains for bug control, which we feel is very necessary at certain times. There is no negative impact of these open structures on the county and I would respectfully request that the board consider this request for amending the text. Thank you in advance.

Sincerely,

Teri Bell

Homeowner at 224 Timberline Circle.

From: [Kristin Hubbard](#)
To: [Kristen Tremblay](#)
Subject: White Horse Park Gazebo
Date: Monday, June 24, 2024 8:31:38 PM

Good afternoon. Thank you for taking the time to consider our Community's request for a text Amendment pertaining to the gazebos in White Horse Park.

As an owner in White Horse Park who is affected by the current text I would like to join my neighbors in requesting the Amendment change to allow gazebos in the park.

Our community is a beautiful neighborhood filled with people who love the area and take pride in their properties. We are so blessed to have this little slice of Heaven. Currently, we are permitted one permanent structure. Many of us were told the gazebos were not permanent structures and were permitted. Our gazebo is soft top and removable. It offers much needed shade in the summer months. It allows us to enjoy our yard during the summer, which is very hot otherwise. It also provides much needed shade to keep the inside of our unit cool which, in turn, saves money and energy by not need the air conditioning to run as much.

The look of the soft and hard top gazebos are much nicer than the look of pop-up canopies. I understand our neighborhood is zoned a campground subdivision but driving through, it looks like a beautiful vacation resort. Having a bunch a pop up canopies would take away from the beauty of the park.

The other option for shade would be sunsetter awnings. The cost of which is not in my family's budget.

The Board of Directors has done a very good job enforcing the size restrictions for the canopies and gazebos thus far. There are many hard and soft top gazebos in use in the park currently. They have not created any adverse effects. They should be permitted. They are very much needed.

Thank you for your consideration.

George and Kristin Hubbard
92 Spinnaker Lane

From: [Leah Cluney](#)
To: [Kristen Tremblay](#)
Subject: Assateague Pointe Gazebo
Date: Wednesday, June 26, 2024 4:59:38 PM

I'm writing today as a homeowner in Assateague Pointe, lot #490 to encourage a change of verbiage to the county code pertaining to pergolas and gazebos. These structures are not permanent, they are fixed to a stable surface and can be easily removed if necessary. They are more safe than umbrellas and/or canopies such as "Easy-Ups" that are not fixed to the concrete. There is no rule stating that a canopy or umbrella needs to be weighted so it will not blow away in the wind causing damage to property which means essentially that a fixed gazebo or pergola is the safer option. This is not a livable space and no one in the community uses it as such. It is merely a secure safe way to remain out of the dangerous rays of the sun. Please take into serious consideration changing the code to allow for these temporary structures to be allowed in Assateague Pointe and similar communities.

Thank you,
Leah Cluney

Sent from my iPhone

From: [Carmen Brewis](#)
To: [Kristen Tremblay](#)
Subject: Pergola/gazebo vote
Date: Thursday, June 27, 2024 4:02:08 PM

Hello- In reference to the Pergola/ gazebo vote, I would like to add my vote to be able to keep the Pergola/gazebo on our properties as I cannot attend the meeting. I am a resident in Assateague Point and my address is lot 110- 8710 North Salt Pond Way. Any questions please feel free to contact me. 443-569-1314

Thank you!

Carmen Brewis

*Commercial Contractors Group Inc.
410-255-4399*

July 1, 2024

Worcester County Planning Commission
Government Center
One West Market Street, Room 1201
Snow Hill, Maryland 21863

Re: Text Amendment Application – Amending the provisions for detached accessory buildings

Dear Worcester County Planning Commission:

I am the owner of Lot #433 in Assateague Pointe Park and write to follow up on my correspondence in April to Ms. Tremblay, Zoning Administrator, regarding Subsection §ZS 1-318(d)(1)(E) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County (the “Code”) that relates to the proposed Text Amendment (see attached). It seems the terms “building” and “structure” are being conflated with respect to §ZS 1-318(d)(1)(E) of the Code.

Code Subsection §ZS 1-318(d)(1)(E) refers to and authorizes “one detached **accessory building**” and states as follows:

- E. One detached accessory building, not to exceed eight feet by ten feet in size, may be located on each campsite in a campground subdivision. Accessory buildings may not be located in the front yard setback but are not subject to other setback requirements but shall be separated by not less than six feet from any other recreational vehicle, recreational park trailer, cabin or other structure on the same lot or any other lot. No accessory building may be used for human habitation or sleeping quarters. No accessory building may contain plumbing or plumbing fixtures.

As expressly stated in this regulation, the restriction against having more than one detached item pertains to “accessory buildings” and not “accessory structures.” There is no ambiguity in §ZS 1-318(d)(1)(E).

The Code distinguishes between, and makes clear that, a “structure” and a “building” are different. *See, e.g.,* ZS 1-318(c)(11) and ZS 1-318(d)(1)(I) that state as follows:

ZS 1-318(c)(11)

- (11) Structures or buildings which serve as an amenity or are incidental and accessory to the operation of the campground in general may not exceed two stories or forty-five feet in height.

ZS 1-318(d)(1)(I)

Worcester County Planning Commission

July 1, 2024

Page 2 of 3

- I. Structures or **buildings** which serve as an amenity or are incidental and accessory to the operation of the campground in general may not exceed two stories or forty-five feet in height.

If the terms “structures” and “buildings” were meant to mean the same thing, there would be no need to distinguish between them in the Code. Accordingly, the term “structure” cannot be substituted for the term “building” in §ZS 1-318(d)(1)(E). The items are different under the law.

In addition, Code Subsection §ZS 1-103(b) defines a “building” as a “shelter” as follows:

BUILDING -- Any structure which is designed, built or occupied as a shelter for persons, animals or property. The term "building" shall include tents, roadside stands, mobile homes, recreational trailers, vehicles and other similar objects when used as a permanent shelter and shall also include any part thereof.

The items listed in the above definition (e.g. tents, roadside stands, mobile homes, trailers, vehicles) inform what is meant under the Code when using the term “building.” For a “structure” to be a “building” it must be a **shelter** for persons, animals or property, that is, something enclosed . . . something that has a roof and walls similar to the examples given (i.e. tents, roadside stands, mobile homes, trailers, vehicles). Further, the definition of Building unambiguously states that tents, roadside stands, mobile homes, trailers, and vehicles are deemed a “building” **only** when used as a **permanent** shelter. A shed seems to meet this definition, but a pergola and a gazebo do not. Pergolas and gazebos used at Assateague Point do not have permanent tops or walls; some do not have temporary tops or walls.

If the requirement under the law that a structure must be used as a *permanent* shelter to constitute a “building” is disregarded, it would seem that owners could no longer park their cars on their lots because vehicles are considered “shelters” and thus “buildings” under the Code. To permit cars to be parked on lots because they are not permanent shelters while not permitting pergolas and gazebos, which are not even considered shelters under the law (assuming no permanent top and sides), would result in inconsistent application of the Code.

Replacing the term “building” with “structure” when interpreting §ZS 1-318(d)(1)(E) would have unintended consequences. The law, as modified, would seem to then require owners at Assateague Point to tear down all fences and remove wood and stone borders along flowerbeds, free-standing yard decorations, pavers, stepping stones, and everything else that has a “fixed location on the ground” given the definitions of “structure” and “fence” that follow.

STRUCTURE -- Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground or a building as defined herein. "Structures" include walls, fences and signs.

FENCE -- A fixed structure designed to prevent escape or intrusion or to define property.

It cannot possibly be the intention of Worcester County to force owners to tear down or remove amenities to convert Assateague Point into a “tent” and “cabin” campground. Forcing owners to

Worcester County Planning Commission

July 1, 2024

Page 3 of 3

tear down longstanding items, some of which were present when the properties were purchased, would diminish property values as well as the enjoyment presently experienced.

Based on the reasoning provided above, I believe §ZS 1-318(d)(1)(E) does not need to be changed, provided the County agrees that pergolas and gazebos without permanent tops and sides are not buildings. As mentioned by other homeowners, the boards for Assateague Point and White Horse Park police and enforce community guidelines regarding “soft tops” and other elements of pergolas and gazebos ensuring none are permanent shelters.

I am concerned about some of the reasoning provided in the “packet” published for the July 3, 2024 meeting of the Planning Commission. Concern that allowing owners in two *sui generis* communities to have pergolas and gazebos may open the door to further requests down the road for permanent structures resulting in increased occupancy levels and burden on public resources is speculative.

Pergolas and gazebos are amenities enjoyed seasonally by property owners and their guests. Permitting pergolas and gazebos in these two communities will not overburden existing public services and facilities, including schools, police and fire protection, medical facilities, water, sanitary sewers, public roads, storm sewers, drainage or other public improvements. This matter relates to a private property right that does not create a public burden.

I appreciate your consideration of the matter. Thank you.

/s/ Michael R. Naccarato

Michael R. Naccarato

12018 Assateague Way

Enclosure

From: [Michael R. Naccarato](#)
To: ktremblay@co.worcester.md.us
Subject: RE: 8552 Stephen Decatur Highway; Assateague Point
Date: Wednesday, April 24, 2024 3:21:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Dear Ms. Tremblay,

Thank you for responding to my inquiry.

I agree the definition of “structure” (as provided below) includes the phrase “or a building as defined herein.” The definition of “building” in the Code, however, does not refer to “any structure which is built.” Instead, the definition states that a “building” under the Code is a structure built “as a shelter for persons, animal or property.” Accordingly, a “structure” is not a “building” unless the structure is built as a shelter. In addition, as mentioned below, a structure is not considered a “building” under the Code unless the structure is used as a permanent shelter. As a result, gazebos and pergolas are not “buildings” under the Code because they are not used as permanent shelters for persons, animals or property.

To consider “any structure which is built” to be a “building” under the code would make all structures “buildings” given the definition of “structure” specifically concerns items that are “constructed or erected” (i.e. “built”). In other words, a fence would be a building because it is “built.”

There are other arguments. For example, a “structure” under the Code is any item that is constructed ... “with a fixed location on the ground or attached to something having a fixed location on the ground.” The term “fixed” is commonly defined as “fastened securely in position.” The term “attached” is commonly defined as “joined or fastened to something.” As a result, there is an argument that gazabos and pergolas are not “structures” unless they are anchored in the ground or bolted to something having permanence. Non-anchored items are not “structures” unless they fall with the definition of “building” under the Code. Therefore, it could be argued that gazabos and pergolas are not buildings or structures under the Code.

I think the Code clearly shows legislative intent to distinguish between buildings and structures. I further believe the Code works to prohibit folks from getting around the limitation on habitable space under roof/walls on the property to serve the public purpose of managing density, consumption of shared resources (water, electric) and public burden (schools, police, fire, etc). Gazabos and pergolas at Assateague Pointe are used by the same people using the home. They do not add to residential capacity or affect shared resources or public burden. Gazabos and pergolas bother no one.

Thank you again for responding to my inquiry. Please let me know if I should be in touch with someone else at the County to further the conversation. Assateague Pointe is a beautiful part of the County. We enjoy it immensely. Thank you for further considering this matter.

Regards,

Mike

From: Kristen Tremblay <ktremblay@co.worcester.md.us>
Sent: Wednesday, April 24, 2024 1:58 PM
To: Michael R. Naccarato <mrnaccarato@GW-Law.com>
Subject: RE: 8552 Stephen Decatur Highway; Assateague Point

If you read the definition of structure, it also includes 'buildings' - "or a building as defined herein." Under the building definition, it refers to any 'structure' which is 'built.'

Kristen M. Tremblay, AICP
Zoning Administrator
One West Market Street, Room 1201
Snow Hill, MD 21863
(410)632-1200



From: Michael R. Naccarato <mrnaccarato@GW-Law.com>
Sent: Tuesday, April 9, 2024 4:58 PM
To: Kristen Tremblay <ktremblay@co.worcester.md.us>
Subject: 8552 Stephen Decatur Highway; Assateague Point

Dear Ms. Trembley,

I own a property in Assateague Point and received your letter dated December 13, 2023 concerning “accessory buildings” as well as a memo dated April 2, 2024 setting out a “Policy on Accessory Structures in Campgrounds.” I delayed responding to your letter at the request of the Assateague Point HOA. Given the date by which Worcester County mandates gazebo/canopy structures be torn down is rapidly approaching, I am writing to you now in response to the letter and to advise of seeming inconsistencies between the County’s position and current law.

The Code sections relied on by the County in issuing its mandate do not seem to support the mandate. For example, your letter quotes ZS 1-318(d)(1)(E) which refers to “one detached **accessory building**” and states as follows:

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As expressly stated in this regulation, the restriction against having more than one detached item pertains to “accessory buildings” and not “accessory structures.” There is no ambiguity in ZS 1-318(d)(1)(e).

The Code distinguishes between, and makes clear that, a “structure” and a “building” are different. See, e.g., ZS 1-318(c)(11) and ZS 1-318(d)(1)(I) that state as follows:

ZS 1-318(c)(11)



ZS 1-318(d)(1)(I)



If “structures” and “buildings” mean the same thing, there would be no need to distinguish between them in the Code. Accordingly, the term “structures” cannot be substituted for the term “building” in ZS 1-318(d)(1)(E). The items are different under the law.

Further, ZS 1-103(b) defines a “building” as a “shelter” as follows:

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The above definition of building is helpful in different respects. The listed items (e.g. tents, roadside stands, mobile homes, trailers, vehicles) inform what is meant in using the term “building.” For a “structure” to be a “building” it must be a shelter for persons, animals or property, that is, something enclosed . . . something that has a roof and walls similar to the examples given (i.e. tents, roadside stands, mobile homes, trailers, vehicles). Further, the definition of Building unambiguously states that tents, roadside stands, mobile homes, trailers, and vehicles are deemed a “building” **only** when used as a **permanent** shelter. A shed seems to meet this definition, but a pergola and a gazebo do not. Pergolas and gazebos used at Assateague Point do not have permanent roofs or walls; some do not have temporary roofs or walls.

I think the County may be conflating the terms “building” and “structures” in forming its position on pergolas and gazebos. If the County replaces the term “building” with “structure” when interpreting ZS 1-318(d)(1)(E), that provision would seem to then require owners at Assateague Point to tear down all fences and remove wood and stone borders along flowerbeds, free-standing yard decorations, pavers, stepping stones, and everything else that has a “fixed location on the ground” given the definitions of “structure” and “fence” that follow.



It cannot possibly be the intention of the County to force owners to tear down or remove amenities to convert Assateague Point to a “tent” and “cabin” campground. Forcing owners to tear down longstanding items, some of which were present when the properties were purchased, would constitute a “taking” without due process under the law or compensation. I hope the County will reconsider its position.

Please advise of the basis for the substituting the term “structure” for “building” in ZS 1-318(d)(1)(E). I welcome scheduling a call to further discuss. I appreciate your consideration of this message.

Kind regards,

Mike

Michael R. Naccarato

From: [sherry tolbird](#)
To: [Kristen Tremblay](#)
Subject: Assateauge Pointe Gazebo meeting at the county on July 3, 2024 at 1:00 PM
Date: Friday, June 28, 2024 8:36:29 PM

My husband and I purchased our cottage At Assateauge Pointe on June 28, 2019, I have visited this community since its birth in the 1990s. Our patio is full sun and miserable without a shade added, we've lost several patio umbrellas and several portable canopies which had to be taken down after use. The only shade devise that seems to work without extra work is a gazebo with a soft top. Wind comes off the bay here suddenly and fast. I lost two umbrellas when I ran inside to grab a beverage and use the rest room. It bent the pole and broke in half and there was not so much as a light breeze when I went inside for a few minutes. We were going to purchase a gazebo for this summer but we were notified earlier this year the county will not allow them because they are not permitted and we can't have two un-permitted items on the property. That's was news to me that the shed was not permitted yet existed when I purchased the cottage and the way it is positioned indicates its original to the property! If the shed is in the rear it's an original shed if it's on the side it's been replaced according to the HOA bi-laws we received at purchase.

Since we have been here the HOA has required each and every gazebo be secured to the patio structure with hurricane tie downs or in 5 gallon buckets with cement securing each post. Our HOA and community are very strict about safety and appearance they do not allow rusted items at all. My neighbors were required to get a new propane tank because of rust.

We have gone to an elderly persons home here to collapse and removed the top as a favor in the fall. Her gazebo four supports were anchored to the cement and stayed in place for over 12 years. Once they showed signs of rust she had it removed and replaced with a new one.

No one sleeps in the gazebo, nothing other then patio furniture is in it and they are not a four walled structure yet we are being told they are because the four bars that connect the four post for structural strength, which is basic engineering so it does not collapse with wind and s safety measure yet that makes it a structure.

I looked up the definition several times of a structure and it states building in most meanings which means it has :floors, walls and permanent roof which consist of plywood or particle board, then shingles, tiles or metal to protect the roof, which gazebos do not have walls or floors or a permanent roof that withstand loads like a typical building. The definition I found was

Structures A structure is an object with a definite size and shape that is constructed for a specific function or purpose. In order to serve its purpose, the structure must be **strong, stable and it must be able to hold a load**. If a structure is going to be useful, then it must be able to withstand forces.

Our community requires it is safe and not damage others property or injures, impale someone when the wind kicks up which happens often with storms here with umbrellas and pop up canopies . Our gazebos tops are like a tent material or canvas so what load are they holding? The top does not hold the structure together, it goes on top and is secured with snaps , Velcro or ties to provide shade.

The tops are not wood, copper, metal or plastics which if the wind kicked up and loosened these materials would cause property damage or injury to persons.

Our HOA made a member remove a gazebo that had a permanent roof just last year, it was built with a copper roof and it was pleasing to the eyes however it was not allowed in our community due to the hazard and possible damage that could occur. I believe gazebos is often thought of as a wooden permanent structure many public parks have such gazebos. The ones in our community are metal with a soft top I have attached pictures of what are community allows and what they don't allow. Several people have had patio gazebos collapse over the years because of light snowfall and they did not have the top off in time so it's not holding a load.

Our pool rules are we cannot have umbrellas open when wind is at 12 mph.

As I write this here's today's post about pool umbrella's which we use this rule on patio umbrellas also:

Today, June 28th, the pools will have their umbrellas down, but once you see the lifeguard's umbrella is up you are allowed to put yours up. The speed of the wind is at 14 mph and the gust is at 23 mph Thanks for your support. Please obey our lifeguards!

The reason we bought in this community and county was because it's a great place for our family to gather and enjoy our selves. Most of the community gathers on the patio for meals and relaxing conversations with friend and family. It's full afternoon sun and unbearable unless a patio gazebo is in place. I've lost enough money on various umbrellas styles I've tried them all to include a pop up canopy. The lots are small and close which the county approved yet there are very few trees in the community and those that do exist do not shade the patios of the 500 cottages. Someone suggested wind sails which would need to have at least three post to connect to or connection to a roof somewhere it's not feasible to use without causing damage to the cottages roof or house.

I am confident that our community members would have no problem paying for a permit to have the patio gazebo on their patio and still secure them to the patio or in cement containers for safety. We purchased our cottage with the shed and patio and the statement that we already have one not permitted structure being the shed so we are not allowed a gazebo alarms me that since I've been coming to this community since the beginning and there have always been sheds on lots. How this oversight exists baffles me.

I ask the committee reconsider the ban on the gazebos in our community, and stipulate the same safety precautions that have gone on for years if not decades so we can enjoy our patios and not have to monitor the weather 24/7 to use a umbrella which may be grabbed by the wind and cause injuries, that occurs too often and too many times on the beaches.

I thank you for your time and consideration in this matter and look forward to hearing what compromise can be met in this matter. I know we have had several members who have expressed concerns about not staying in this community or county if you can't enjoy the small piece of land you own during the summer.

Sherry Tolbird

Homeowner

✕
Not this





Detail



Adjustable corner's well for canopy and providing extra shade



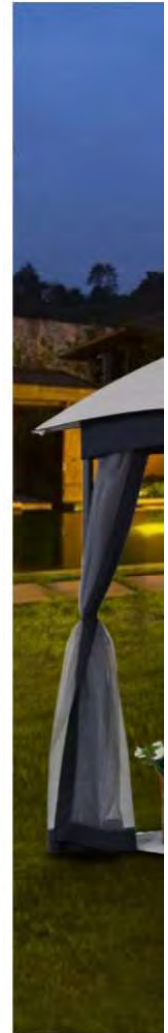
Built-in hook to hang lights



Canopy with drains to reduce water in rainy day.



Stake for stability in using



Steel Patio Gazebo



Lot 38
12519 East Helmsman Way, Assateague Pointe

From: [Joyce Wetzel](#)
To: [Kristen Tremblay](#)
Subject: Pergola County Meeting Letter
Date: Monday, July 1, 2024 10:26:04 AM

Hi, Joyce & George Wetzel here. Lot 519 Assateague Pointe, I will not be able to make the meeting but request my input below taken into consideration.

My background is 50 years as a Department of Defense employee, most all of it in Human Resources.

It has always been my practice each time I changed positions whether as a "worker bee" or manager, and wanted to understand why things were being done a certain way when there were definitely what I considered to be a better process, to always research what took place prior that prompted the current process in place. (Whew, long sentence)

Many times, after a lot of research, it was just a matter of policies/procedures not being kept current with changing times and I think that is what has happened in our community/county/state/country.

Things defined as a tent 30 years ago, may be defined as something else today.

I have one of the smallest pergolas that has a canvas, adjustable cover. It is not permanent, and so light that four young people could each grab a leg and move it. My husband does secure it when we are not home and he slides the canvas top to one side so the wind will not cause it to become air born and cause damage. My husband and I are both in our mid 70s, and purchased the pergola because of medication that prohibits us from sitting in the sun.

In addition, these large 10 foot umbrellas that seem to be **OK** actually take up more space than our pergola.

I guess my bottom line is investigate, understand what the intent was almost 30 years ago, how it fits into today's society and bring it up to date.

I can't speak for Whitehorse Park, but Assateague Park is a wonderful community. It has been well maintained and as pristine as it was when first established. That is due to our homeowners, the devotion of our Board Members and our ECC volunteer.

Thank you for your consideration
Joyce and George Wetzel

From: [Richard Miller](#)
To: [Kristen Tremblay](#)
Subject: Assateague Point Gazebos
Date: Monday, July 1, 2024 11:02:35 AM

Jolene and I own a home in Assateague Pointe and for several years have had a gazebo on our patio. There have been no problems with having the gazebo. It provides comfort from the sun and bugs when enjoying crabs outdoors. Please consider letting gazebos and pergolas remain as part of this community.
Lot 429 Richard Miller
Sent from my iPhone

From: [l.howard1](#)
To: [Kristen Tremblay](#)
Subject: FW: Text
Date: Sunday, June 30, 2024 12:16:59 PM

Sent from my Galaxy

----- Original message -----

From: "l.howard1" <l.howard1@verizon.net>
Date: 6/29/24 10:46 AM (GMT-05:00)
To: ktrembley@co.worcester.md.us
Subject: Text

I am a home owner in Assateage Pointe and would like for you to please consider allowing gazebos and pergolas in our community. They add to the property value as they look so much nicer than a pop up and dont blow over in the wind. They are not enclosed so couldn't be used for anything other than sun protection. Thankyou!

Sent from my Galaxy

Jennifer Keener

From: Ann Phillips <annmphilips@gmail.com>
Sent: Monday, July 1, 2024 1:58 PM
To: Jennifer Keener
Subject: White Horse Park Gazebo canopies Meeting July 3rd.

Dear Jennifer, my husband and I have been part of the White Horse Park community for 22 years. We are in our 70's, and have enjoyed sitting outside, entertaining friends rain or shine numerous times under our beautiful Gazebo with a canopy for 15 years.

My husband has had two bouts with Melanoma skin cancer, and our Gazebo allows us to sit out and be protected from the sun's dangerous rays. We entertain a lot of friends who have the same issues.

We are asking your help to see if the codes can be changed so we all could leave up our gazebos and continue to enjoy them with so many people in our community. We know you are all new, and not part of the planning commission when these codes were issued.

We would all be so grateful if you and the committee member could vote to change these codes. The gazebos also add beauty to our park.

Thank you so much for taking the time out to read this and taking it into consideration.

Sincerely,

Ann and Garey Phillips

From: [Brandi Howard](#)
To: [Kristen Tremblay](#)
Cc: dgainer83@gmail.com
Subject: Gazebo/Perogla Meeting
Date: Monday, July 1, 2024 1:49:05 PM

Good Afternoon,

I am writing to express my support FOR the Gazebos/Peroglas within the community of Assateague Pointe, Berlin, MD. We are unable to attend the meeting due to our work schedules, but wanted to ensure we provided our support.

They are a nice addition to peoples yards, and are a much nicer addition to peoples properties than the alternate "pop up tents".

Thank you for your consideration.

David and Brandi Gainer
AP Lot 47
443-871-3617

Jennifer Keener

From: Jennifer Keener
Sent: Wednesday, July 3, 2024 12:06 PM
To: Jennifer Keener
Subject: FW: Gazebos

-----Original Message-----

From: Diane Cox <dianetom5882@yahoo.com>
Sent: Tuesday, July 2, 2024 4:24 PM
To: Kristen Tremblay <ktremblay@co.worcester.md.us>
Subject: Gazebos

My name is Diane Cox 12516 E Helmsman way Berlin MD unfortunately we missed the July 1st deadline but hopefully you will receive this and count our vote please know we would love to be there but this meeting is a holiday week day we would love to eventually have a gazebo and love the ones we have seen in the development of assateague pointe thank you and wish you and your families a Happy Safe Holiday Sent from my iPhone

Jennifer Keener

From: Jennifer Keener
Sent: Wednesday, July 3, 2024 12:06 PM
To: Jennifer Keener
Subject: FW: Assateague Pointe Gazebo Meeting

From: diana@rtcmand.com <diana@rtcmand.com>
Sent: Tuesday, July 2, 2024 1:42 PM
To: Kristen Tremblay <ktremblay@co.worcester.md.us>
Subject: Assateague Pointe Gazebo Meeting

To Whom It May Concern:

I am writing this letter in regards to the Gazebo issue that has come about in Assateague Pointe. I am unable to attend in person and want to make sure to provide my thoughts. I am a owner/resident in Assateague Pointe and find the Gazebos that are currently in Assateague Pointe to be a necessity. Our courtyards get extremely hot and dangerous in summer. We have the young, elderly and pets that cannot be in the sun and elements at our beloved vacation homes. These Gazebos have been there for years without issue. They are pleasant to look at, provide shade and additional space as our places are small. I am in total agreeance that they should be allowed without interference from the county. We pay a lot of our hard earned money to have these vacation places and the gazebos make a wonderful addition to our courtyards.

Thank you,

Diana Isaac • C:443-336-2285

MEMORANDUM

To: Roscoe Leslie, County Attorney
 Kristen Tremblay, AICP, Zoning Administrator
 Matthew Laick, GISP, Deputy Director
 Matthew Owens, Fire Marshal

From: Jennifer Keener, AICP, Director

Date: April 30, 2024

Re: Text Amendment Application – Amending the provisions for detached accessory buildings and off-street parking in campground subdivisions

Tracey Barnhart, owner of a campsite within White Horse Park, has submitted a text amendment application to amend the campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements. A copy of the draft bill language is attached. The applicant will not be available for the June meeting, therefore, please send any comments you may have on the application by **Wednesday, June 12, 2024**, so that I may finalize the staff report should she be ready for the July 3, 2024, Planning Commission meeting.

The amendment stems from recent requests to permit a second detached accessory building, specifically gazebos, canopies, pergolas, etc. within campground subdivisions. Currently, one detached accessory building is permitted at a maximum size of 8' by 10', with the predominant type being sheds. As drafted, the unenclosed building could be up to 12' by 12' in size.

The applicant is seeking the elimination of the six-foot separation distance between accessory buildings and other buildings on the same or adjoining sites. An appeal of the interpretation of the department to the Board of Zoning Appeals in 1996 resulted in an overturning of the separation distance provision (letters attached). Therefore, there was no separation distance applied until the Zoning Code was comprehensively amended in 2009. However, there are numerous sheds that were permitted prior to 2009 or have been replaced in-kind that do not meet the separation distance.

Lastly, the draft language proposes reducing the required parking from two spaces to one space provided on the campsite. The maximum parking would be reduced to two spaces overall (from 2.5), and the second space could be provided within a common parking area within 600 feet of the campsite. The intent is to allow those owners with limited space on their campsite to permit these structures without impeding the currently required second parking space.

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

Current Zoning Code provisions**Campground subdivisions****§ ZS 1-318(d)(1)E:**

“One detached accessory building, not to exceed eight feet by ten feet in size, may be located on each campsite in a campground subdivision. Accessory buildings may not be located in the front yard setback but are not subject to other setback requirements but shall be separated by not less than six feet from any other recreational vehicle, recreational park trailer, cabin or other structure on the same lot or any other lot. No accessory building may be used for human habitation or sleeping quarters. No accessory building may contain plumbing or plumbing fixtures.”

§ ZS 1-318(d)(1)G:

“There shall be at least two off-street parking spaces but no more than two and one-half parking spaces for each campsite. At least two of the parking spaces must be provided on the campsite. Any additional parking may be provided in common parking areas located within six hundred feet of the campsite.”

Off-street parking areas**§ ZS 1-320(a):**

Use Category	Minimum Motor Vehicle Spaces Required	Maximum Motor Vehicle Spaces Required	Bicycle Spaces Required
Recreational uses:			
Campground subdivisions or cooperative campground subdivisions	2 per campsite, each on the campsite	2.5 per campsite, with at least 1 on the campsite	N/A for campground subdivisions; 1 rack and each amenity area, bathhouse, store or other facility which is commercial in nature in cooperative campground subdivisions

IN THE MATTER OF ASSATEAGUE
 POINTE, INC. BEFORE THE BOARD
 OF ZONING APPEALS FOR
 WORCESTER COUNTY, MARYLAND

*
 *
 *
 *

Case No: 44076

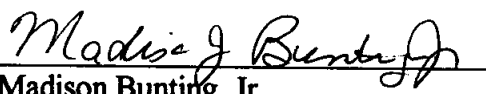
* * * * *

OPINION

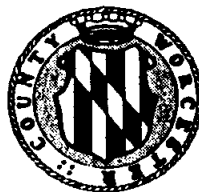
A hearing was held before the Board of Zoning Appeals for Worcester County, Maryland, on Thursday, January 11, 1996, upon the application of Assateague Pointe, Inc. appealing the decision of the Department that the separation requirement between buildings on the same lot, as outlined in Section ZS 1-304(p), is not a setback requirement, and therefore, applies to campground subdivisions. The applicant contends that the separation requirement is a setback and therefore does not apply to camp ground subdivisions pursuant to Section ZS 1-312(d).

Upon consideration of this issue, the Board has determined that Section ZS 1-304(p) is infact a setback requirement from which the applicant is exempt pursuant to Section ZS 1-312(b). Accordingly, upon motion made by Mr. Marshall, and seconded by Mr. Widgeon, the Board unanimously passed the following resolution:

BE IT RESOLVED, that the applicant is exempt from the requirements of Section ZS 1-304(p).


 Madison Bunting, Jr.,
 Chairman

Date: 2/18/1996



EMERGENCY SERVICES

Worcester CountyROOM 1 - 14 COURT HOUSE
ONE WEST MARKET STREET

SNOW HILL, MARYLAND 21863-1000

TEL: 410 - 632 - 1311

FAX: 410 - 632 - 2141

January 25, 1996

EDWARD S. CROOPER
DIRECTOR

Resort Homes
C/O Troy Purnell
Stephen Decatur Highway
Berlin, MD. 21811

RE: Assateague Pointe accessory building fire separation

Troy,

In regard to the separation between the accessory buildings (outside storage sheds) and the adjoining structures not on the same property I offer the following opinion. After making a physical inspection, it is my opinion the separation between the accessory buildings and the adjoining structures do not constitute a life threatening situation. Although NFPA 501A, *Standard for Fire Safety Criteria for Manufactured Home Installations, Sites and Communities*. Section 4-4.1 of NFPA 501A states; *"Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line where constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 3 feet from an accessory building or structure on an adjacent site. An accessory building or structure constructed of combustible materials shall be located not closer than 5 feet from the site line of an adjoining site."*

Section 4-4.2 states; *"Every habitable room in an accessory building or structure shall have access to at least one exterior opening suitable for exiting directly to the outside without passing through the manufactured home."* As we discussed, placement of the accessory buildings shall not impede the exit access described in section 4-4.2.

My ruling will apply to the accessory buildings already in place and the remainder of the Assateague Pointe project. However with future projects, NFPA 501A will apply.

If I can be of any further assistance please don't hesitate to call.

Sincerely,

Edward S. Cropper
Fire Marshal

cc: Wally Waynick, Chief of Inspections, Worcester County PPI

David C. Gaskill
Attorney at Law

4100 Coastal Highway
 P.O. Box 210
 Ocean City, Maryland 21842

FAX
 (410) 289-9160

Telephone
 (410) 289-5006

January 16, 1996

Madison Bunting, Jr., Chairman
 Worcester County Board of Zoning Appeals
 Courthouse, Room 116
 One W. Market Street
 Snow Hill, Maryland 21863

Re: Assateague Pointe, Inc.
Case No. 44076

Dear Mr. ^{Jim}Bunting:

At the direction of the Board, I have been given the unenviable task of advising as to my opinion concerning the issue raised by Assateague Pointe, Inc. in the above referenced case. I will now do so.

Section ZS 1-312(d), concerning accessory buildings on campground sites located in a campground subdivision, provides that "[a]ccessory buildings may not be located in the front yard setback but are not subject to other setback requirements."

Section ZS 1-304(p)(2) provides that "[a]ccessory buildings shall be distant at least six (6) feet from any other building on the same lot"

The Applicant, Assateague Pointe, Inc., contends that 1-304(p)(2) is a setback requirement from which it is exempt. The Department contends that 1-304(p)(2) is a "separation" requirement, not a setback requirement. Accordingly, its position is that Assateague Pointe is not exempted from compliance with 1-304(p)(2).

The Department has relied upon the definition of "setback line" provided in Md. Code, *Courts and Judicial Procedures Article, §5-114 (a) (7)*, which provides that "setback line means the distance from a curb or shoulder of a highway, edge of a sidewalk, or property line beyond which any portion of a building or structure may not extend." Upon reflection, I believe that the Department's reliance on this section is misplaced. The section concerns a statute of limitations on bringing an action for violation of setback provisions. There are setback provisions in the zoning ordinance, i.e., stormwater management facilities, which oftentimes do not fit within this definition. The Department contends, and I believe rightfully so, that the purpose of 1-304(p)(2) is to provide for fire safety. Under rules of statutory construction, however, a statutory purpose is to be determined from the words of the statute itself, without resort to outside sources, unless the words are ambiguous. There is no ambiguity in 1-304(p)(2).

Sections 1-304(b), (c) and (d) set forth the method for determining front, rear and side yard setback lines, respectively. Section 1-304(e) provides as follows:

Determination of setback lines other than front, side and rear yard. Setbacks or buffer strips required by this Title, other than front, side and rear yard setbacks, shall be measured as the shortest distance between the point or line measured from any point on the use or structure subject to such setback requirement.

This section contemplates setback requirements other than the traditionally recognized yard setbacks, as indeed there are other types of setbacks in the zoning ordinance. Whether you call a "distance requirement" a setback or a separation, the result is the same. A use or structure may not extend into the prohibited area.

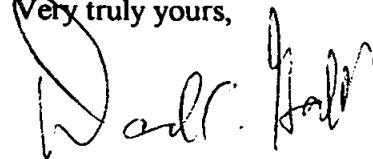
While I am not an architect, surveyor, engineer or any other type of expert, I simply have a problem in reconciling the Department's interpretation of 1-304(p)(2) with the requirements of 1-312(c)(1)(L.). That section requires each campsite to be 50 feet in width and 60 feet in depth. It also requires minimum setbacks of 10 feet in the frontyard, 7 feet in the left side yard, 3 feet in the right side yard and 7 feet in the rear yard. A copy of a site plan provided by Assateague Pointe is attached hereto. It seems to me that if a 6 foot separation requirement is applied, that in most instances it will be impossible to place a 8' by 10' accessory building as allowed by 1-312(d).

Finally, I am of the opinion that to hold that 1-304(p)(2) is a separation requirement rather than a setback requirement would be to champion form over substance. As the Court of Appeals stated in *Aspen Hill Venture v. Montgomery County*, 265 Md. 303, 313-14 (1972),:

In such a situation we must not forget the underlying principle that, "Such ordinances [zoning ordinances] are in derogation of the common law right to so use private property as to realize its highest utility, and while they should be liberally construed to accomplish their plain purpose and intent, they should not be extended by implication to cases not clearly within the scope of the purpose and intent manifest in their language."

The reality of this situation is that 1-304(p)(2) operates as a setback requirement. While the intent of the legislative body in enacting the section may well have been to provide for fire safety, that intent is not evident from a plain reading of the ordinance. Reluctantly, I conclude that campsite accessory buildings are exempt from the requirements of ZS 1-304(p)(2). I would, however, urge the Department to continue to seek a text amendment to somehow address the issue of fire safety in this area.

Very truly yours,



David C. Gaskill

DCG/bjw



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

**PETITION FOR AMENDMENT TO THE OFFICAL TEXT
 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE**

(For Office Use Only – Please Do Not Write in this Space)

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting April 29, 2024

Date Reviewed by the Planning Commission July 3, 2024

- I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County: _____
- b. Taxpayer of Worcester County: ✓
- c. Governmental Agency: _____ (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

- a. Section Number: ZS 1-318(d)(1)E: (Campground Subdivisions)
- b. Page Number: _____
- c. Proposed revised text, addition or deletion:
Please see attached amendment
- _____
- _____
- _____
- _____

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

Please see Attached document

IV. Signature of Applicants

Signature(s): Tracey L Barnhart

Printed Name(s): Tracey L Barnhart

Mailing Address: 4103 Belle Farms Court

Phone Number: 410-262-8990 Pylesville, MD. 21132

Email: brittysmom4ever@AOL.COM

Date: 4/29/2024

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

Current language in § ZS 1-318(d)(1)E:

"One detached accessory building, not to exceed eight feet by ten feet in size, may be located on each campsite in a campground subdivision. Accessory buildings may not be located in the front yard setback but are not subject to other setback requirements but shall be separated by not less than six feet from any other recreational vehicle, recreational park trailer, cabin or other structure on the same lot or any other lot. No accessory building may be used for human habitation or sleeping quarters. No accessory building may contain plumbing or plumbing fixtures."

Second Rough Draft Proposed:

- E. One enclosed and one unenclosed detached accessory building may be located on each campsite in a campground subdivision.
 - 1. An enclosed building shall not exceed eight feet by ten feet in size.
 - 2. An unenclosed building shall not exceed twelve feet by twelve feet in size. Such structures may be covered with a roof but not enclosed with any material.
 - 3. Minimum lot requirements shall be: front yard setback, ten feet. No side or rear yard setbacks shall apply. There shall be no minimum separation distance required from buildings or structures on the same lot or any other lot.
 - 4. No accessory building may be used for human habitation or sleeping quarters, nor contain plumbing or plumbing fixtures.

- G. There shall be at least one off-street parking space but no more than two parking spaces for each campsite. At least one parking space must be provided on the campsite. Any additional parking may be provided in common parking areas located within six hundred feet of the campsite.

Reasons for Requesting Text Change:

This request is being submitted based on the county code that is currently in place regarding Accessory Structures in Campground Subdivisions ZS1-318. I am requesting a more stable type of Canopy/Gazebo's to be permitted, in place of pop-up Canopies/Gazebo's. The pop-up Canopy/Gazebo's are dangerous even when securely tied down, with a strong gust of wind, they can blow away which can cause property damage and injury to people. Also, there are many elderly people in these subdivisions that cannot put one of these pop ups up on their own daily, as they usually require more than one person to put them up and take them down. Due to the campground subdivision's being a vacation place, we need a structure to store items, and a place to sit in the shade outside. This is why I am requesting that we are to be allowed one (1) enclosed structure (Shed), and one unenclosed structure (Canopy/Gazebo's).

I have attached a map of White Horse Park properties to show that not all properties are the same size, which I have also requested for no setbacks for both structures, and have also requested one parking spot instead of two, so that owner's who do not meet these requirements may also be permitted to obtain a Canopy/Gazebo.

