

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>

January 7, 2025

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding a personnel update, requests to hire Plant Operator Trainee, Transfer Station Attendant, and Emergency Communication Trainees, 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 December 17, 2024	
10:02 - Proclamation (1)	1
10:05 - Consent Agenda (Circuit Court Software Upgrade MOU, Solid Waste Surplus Equipment, Berlin Health Department Flooring Change Order, Mobile Belt Filter Press Repair, Recommendation to Award Park Bathroom Renovations, Request to Contract Maintenance Software, Revised Rural Legacy Agreement Rose Fair, Updated Coastal Resources Study Letter, Sheriff Lease Renewal)	2-10
10:06 - Chief Administrative Officer: Administrative Matters (Commission on Aging Bus Over Expenditure, WOC Fish Cleaning Station, CREP Payment Changes, Solar Concerns Outreach, Revised Landfill Operating Hours, Gas Main Relocation at Ocean Pines WWTP, WWW Loans and Grant, Riddle Farm Wastewater Purchase Agreement, Water Sewer Advisory Boards, Request to Schedule Budget Work Session, Board Appointments)	11-21
Work Session Anti-Camping Legislation	22
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

December 17, 2024

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

Following a motion by Commissioner Fiori, seconded by Commissioner Mitrecic, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton, and Enterprise Fund Controller Quinn Dittrich. Topics discussed and actions taken included the following: a personnel update, hiring Wendy Serrano as a customer service specialist, Willie Jackson, Jr. as a landfill operator II, Jakayla Jones as an office assistant IV, and Darius Williams, Jonathan Kent, Tevin Smith, and Kimberly Hayes as correctional officer trainees; receiving legal advice from counsel; and performing administrative functions, including changing the promotional requirements for communications specialist II's in Emergency Services; reviewing the FY25 monthly financial update; and discussing potential board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Fiori, the commissioners unanimously voted to adjourn their closed session at 10:00 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Elder called the meeting to order, and following a morning prayer by Reverend Dale Brown of the Community Church of Ocean Pines and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their December 3, 2024 meeting as presented.

The commissioners presented a years-of-service commendation to Construction Supervisor Mike McCabe who is retiring following 37 years of service to the Water and Wastewater Division.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved by consent agenda item numbers 2-7 as follows: filing the FY26 State Aid for Police Protection Fund grant application; purchasing a replacement tank mixer for the Ocean Pines Wastewater

Treatment Plant from Hill's for \$112,625; contracting with Modern Controls to replace the HVAC system at the Ocean City Senior Center for \$255,705; contracting with George, Miles & Buhr for engineering services to replace the boat ramp at the George Island Landing for \$26,400; purchasing two truck bed slide-in units from Iconic Elements, Inc for \$31,470; and extending the ground lease for an antenna located at County property in Berlin.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved a contract with Peninsula Water Conditioning to install sediment filters on private household water systems in Newark at a cost of \$325 per home for a total cost not to exceed \$58,000.

Pursuant to the request of Procurement Officer Nick Rice and Mr. Baker and upon a motion by Commissioner Abbott, the commissioners unanimously approved a contract with Garland/DBS, Inc. to replace the roof at the Worcester County Government Center at a total cost of \$1,584,588. In response to questions by Commissioner Bertino, Mr. Baker stated that the original project cost came in over budget, so those involved in the original project value engineered certain components, which reduced the overall cost, but resulted in the elimination of items that should not have been removed. Mr. Rice stated that safeguards are included in the contract that will allow the County to hold the contractor accountable if there are any issues with the roof.

The commissioners met with Development Review and Permitting (DRP) Director Jennifer Keener to review a text amendment application submitted by John Viola, general manager of the Ocean Pines Association (OPA) to amend ZS 1-324(c)(9) as it pertains to internal community sign provisions within an established community or subdivision.

Following some discussion, Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell introduced the aforementioned text amendment and agreed to schedule a public hearing on the draft bill.

The commissioners met with Ms. Keener to review a text amendment resubmitted by Jonathan Anders to add a special exception use in the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. Ms. Keener advised that the language in the draft bill mirrors the bill that received a favorable recommendation from the Planning Commission and was introduced by the commissioners; however, the motion to adopt the draft bill failed for lack of a second following a public hearing on June 18, 2024.

Following some discussion, Commissioners Fiori and Mitrecic introduced the aforementioned text amendment and agreed to schedule a public hearing on the draft bill.

The commissioners conducted a public hearing on Bill 24-08 (Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions), which was introduced by Commissioner Fiori on August 6, 2024 and would amend campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements for campsites in a campground subdivision. Ms. Keener stated that today's hearing is the continuation of the September 3, 2024 public hearing. After that public hearing, the commissioners tabled a decision on Bill 24-8 to provide them with additional time to consider

new information brought forward by several residents during the hearing. She then explained that, based on testimony given during the first hearing and feedback from the commissioners, County staff had amended the bill to remove the parking modifications and propose a three-foot separation distance between buildings, rather than zero. This legislation would apply to White Horse Park and Assateague Pointe, the only two campground subdivisions in the County.

In response to a question by Commissioner Bunting, Ms. Keener advised that the Planning Commission originally gave the bill an unfavorable recommendation.

Commissioner Elder opened the floor to receive public comment.

Tracy Barnhardt of Spindrift Lane stated that fire concerns have been addressed, and she urged the commissioners to reduce parking requirements to one parking spot per campsite to allow the gazebo or shade canopy. Commissioner Fiori addressed issues pertaining to access for fire trucks and setbacks and noted that many seniors are seeking sun safety options to enjoy their vacation homes.

In response to questions by Commissioner Bertino, Ms. Keener stated that campground subdivision roads have different requirements than typical County roads, and fire vehicles could not travel down these roads if there were cars parked in the public right of way. Fire Marshal Matt Owens stated that there is a 10-foot setback requirement from primary residences in the County Code, so he is concerned about the proposed three-foot setback. Commissioner Bunting stated that provisions were made to approve the campground subdivisions, such as reduced roadway widths and no fire hydrants. He stated that the proposed legislation would just create additional safety issues. Commissioner Fiori stated that he did not believe the proposed legislation would create any additional safety issues, and he pointed out that due to the rural nature of the County, many subdivisions are not served by fire hydrants, but that County fire departments are well equipped to fight fires in these areas.

Jack Walter of White Horse Park stated that he installed a gazebo after purchasing his property 30 years ago, and throughout that time there have been no fires in his neighborhood. He stated that he saw no reason to make any changes to campground requirements after all those years.

Janice Carr, the manager of White Horse Park, addressed concerns raised by Commissioner Bunting by noting that the campground recently implemented a program that would require all residents to have relocated existing sheds back onto their own properties by summer 2025. She then compared the absence of fire hydrants in White Horse Park to that of many subdivisions in the County. Commissioner Bertino noted that, unlike a standard subdivision, campground subdivisions have a high concentration of lots and residents in very confined spaces, which dramatically increases his fire safety concerns.

Mike Herbert of Snowbird Court stated that there is plenty of public parking and overflow parking within the subdivision, so there is no reason or need for residents or visitors to park along the side of the road, and he urged the commissioners to adopt the draft bill.

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

Following some discussion and upon a motion by Commissioner Fiori, the commissioners voted 4-3, with Commissioners Elder, Fiori, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertino, and Bunting voting in opposition, to adopt Bill 24-08.

Commissioner Mitrecic stated concern that the sheds are not required to have fire walls. Following a brief discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously directed staff to draft a text amendment for the commissioners' consideration at a

future meeting that would require sheds erected on any residential property in the County to be constructed with fire walls.

The commissioners met with Chief Administrative Officer Weston Young to consider adopting Resolution 24-19 to authorize the acquisition of certain real property in the West Ocean City (WOC) commercial maritime harbor to protect the county's commercial fishing industry. Mr. Young stated that US Wind is proposing to put its operations and maintenance facility in the harbor, and the properties they are currently seeking to acquire are the only two commercial fish houses. He stated that this action is required to preserve the ability for the commercial fishermen to land their catch in Maryland, as their quota requires. He outlined the County's concerns, which include the sacrificing of a critical Worcester County industry for foreign special interests, which have generally fallen on deaf ears at the state and federal levels; state and federal permits have been issued rather hastily; and the project is being fast tracked, likely due to the election of President-elect Trump. In light of all this, he advised that County staff are seeking approval to pursue eminent domain on these critical properties. Commissioner Mitrecic noted that this is just a starting point to approach the property owners and attempt to negotiate a price to purchase each property and get property appraisals, with further proposed steps to come before the commissioners.

In response to questions by Commissioner Bertino, County Attorney Roscoe Leslie stated that the first steps would include trying to come to an agreement, and if unable to do that follow a court run process to compel the sale of the property. He stated that Mr. Young, outside counsel, and he would approach the property owners, and any purchase prices offered would come back to the commissioners for their consideration. In response to further questions by Commissioner Bertino, Mr. Young stated it is staff's understanding that nondisclosure agreements have been signed between the property owners and US Wind in which the owners were offered multiples of what the appraised property values actually are.

At the recommendation of Commissioner Bunting and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to amend the second to last paragraph on page 12-4 of resolution No. 24-19 as follows: "BE IT FURTHER RESOLVED, that the Chief Administrative Officer is expressly authorized to initiate condemnation proceedings in order to implement this resolution with the consent of the commissioners;" and the commissioners adopted the resolution as amended.

Upon a motion by Commissioner Fiori, the commissioners directed DRP staff to develop a text amendment for the commissioners' consideration that would further protect commercial fishing in the WOC commercial harbor. Commissioner Fiori stated that this harbor was intended for commercial fishing and additional protections are necessary to assure that fresh fish continues to show up in Worcester County. In response to questions by Commissioner Bertino, Ms. Keener stated that staff will be looking at marine uses that are in the current Commercial Marine District as well as the public utility type uses and ways to strengthen what is already on the books.

Pursuant to the request of Mr. Young and Mr. Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the contract with Bedrock Advocacy Communications for a campaign opposing offshore wind, with the County contribution to the

campaign not to exceed \$100,000, and with additional funding to come from contributions by the Town of Ocean City and private donations.

Budget Officer Kim Reynolds presented an update on the FY26 budget, with the County to receive an additional \$18 million in property tax revenue, and income tax revenue currently estimated to increase by \$6 million for an estimated increase of approximately 9% compared to FY25. Ms. Reynolds noted that the County's reserve policy requires 15% of all budgeted expenditures to be held in reserved and 22.2% of all income tax revenue to be transferred to the Other Post Employment Benefit (OPEB) fund. She then reviewed a number of unknowns, including CORE health department funding requirements for FY26 and several water and wastewater projects and operational support that may require funding from the General Fund. She concluded that departments have been advised to keep operating expenses at or below a 4% overall increase from the prior year's budget. In response to a question by Commissioner Bertino, Mr. Young stated that the Board of Education will be notified that they can grow the County portion of their operating budget by up to 4%.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to reappoint Kelley Gravenor to the Agricultural Preservation Advisory Board, Brooks Clayville to the Agricultural Reconciliation Board, and Joseph Stigler to the Ethics Board.

Upon a nomination by Commissioner Bertino, the commissioners unanimously agreed to reappoint Missy Denault to the Recreation Advisory Board and Tina Kolarik to the Local Development Council for the Ocean Downs Casino.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to reappoint D.D. Hall to the Economic Development Board,

Upon a nomination by Commissioner Fiori, the commissioners unanimously agreed to reappoint Teres Guo, Kyleigh Kruse, Mia Acuna, Brooke Berquist, and Gabriella Thompson-Servant to the Worcester County Youth Council.

Commissioner Bertino congratulated the Health Department for earning its 10-year accreditation.

Commissioner Mitrecic congratulated the Stephen Decatur High School football team for taking the state title for the second year in a row.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously eliminated the requirement for staff to receive approval to issue bid specifications for items approved in the budget, with the understanding that bid awards must still be approved by the commissioners.

Commissioner Mitrecic expressed concern about the use of upside-down envelopes in County mailings and requested staff provide justification for their use at a future meeting.

Commissioner Abbott expressed her gratitude to County staff for all their hard work throughout the year. She stated that she is looking forward to a new administration in Washington and good things to come in the year ahead.

DRAFT

Commissioner Elder wished everyone a Merry Christmas and a happy New Year.

The commissioners answered questions from the press, after which they adjourned to meet again on January 6, 2025.



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

Weston S. Young, P.E.
 Chief Administrative Officer

Candace I. Savage, CGFM
 Deputy Chief Administrative Officer

Roscoe R. Leslie
 County Attorney

PROCLAMATION

WHEREAS, this January, National Mentoring Month, we celebrate mentors volunteering throughout the county who invest their time, talents, and resources to cultivate supportive relationships that make a positive impact on the lives of area youth; and

WHEREAS, whether helping mentees study for tests, learn new skills, or shake off setbacks, mentors play a pivotal role by providing the guidance needed to open the eyes of area youth to the endless opportunities available to them as well as the paths open to them to achieve their goals.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, stand with Big Brothers Big Sisters of the Eastern Shore to proclaim January as **National Mentoring Month** and encourage area residents to learn more about how they can play a role in changing a life for the better by visiting <https://shorebiglittle.org>.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of January, in the Year of Our Lord Two Thousand and Twenty-Five.



 Theodore J. Elder, President

 Eric J. Fiori, Vice President

 Anthony W. Bertino, Jr.

 Madison J. Bunting, Jr.

 Caryn G. Abbott

 Joseph M. Mitrecic

 Diana Purnell



The Circuit Court for Worcester County
First Judicial Circuit of Maryland

ILENE D. MUHLBERG
COURT ADMINISTRATOR
COURT HOUSE - ROOM 208
ONE W. MARKET STREET
SNOW HILL, MD 21863
(410) 632-2342

Date: December 16, 2024

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

From: Ilene Muhlberg, Circuit Court Administrator

Re: Memorandum of Understanding with Maryland Judiciary

We respectfully request your approval of the attached Memorandum of Understanding for goods and services by and between the Maryland Judiciary Administrative Office of the Courts and the Worcester County Commissioners for a court recording software upgrade in the amount of \$8,600. This allocation is part of the Maryland Judiciary effort to upgrade recording software statewide.

Thank you for your consideration.

c: Administrative Judge Brian D. Shockley

**MEMORANDUM OF UNDERSTANDING
FOR GOODS AND SERVICES UP TO \$100,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS
ON BEHALF OF THE CIRCUIT COURT FOR WORCESTER COUNTY, AND
WORCESTER COUNTY, MARYLAND**

M25-0077-X29

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 20____, by and between the Administrative Office of the Courts (AOC) on behalf of the Circuit Court for Worcester County, and Worcester County, Maryland, hereby known as the “Parties.”

WHEREAS, the AOC recognizes Worcester County, Maryland possesses the capability to deliver goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, Worcester County, Maryland has agreed to perform for the AOC in accordance with this MOU.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and Worcester County, Maryland enter into this MOU and agree as follows:

ARTICLE I - SCOPE OF WORK

Worcester County, Maryland shall deliver goods and/or services as described in and in strict accordance with Exhibit A, incorporated as part of this document.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and delivery of the goods or services, the AOC shall pay Worcester County, Maryland in accordance with the terms of this MOU and at the rate specified in Exhibit A. Except by MOU modification, total payments may not exceed \$8,600.00 (the “NTE Amount”).

All invoices shall be submitted within 30 calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. name and address of the AOC contact:
Liz Clarke
Administrative Office of the Courts, Judicial Information Systems
189 Harry S. Truman Parkway, Annapolis, MD 21401
Send invoices and reports to: liz.clarke@mdcourts.gov,
- b. name, remittance address, and federal taxpayer identification number of MOU partner,
- c. invoice period,
- d. invoice date,
- e. invoice number,
- f. amount due,
- g. deliverable ID number for the deliverable being invoiced, if applicable,

- h. Purchase Order number, and
- i. MOU Number.

All hardware manufacturer make, model, and serial numbers should be included on invoices related to those goods. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to Worcester County, Maryland for each deliverable shall be made as soon as possible after the acceptance of the deliverable and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

ARTICLE III - TERM

The term of this MOU shall begin upon execution and terminate on April 30, 2025, with up to one (1) extension options of six (6) months at the sole discretion of the AOC. No work may begin under this MOU until all Parties have signed it and the AOC has instructed Worcester County, Maryland by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV - MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both Parties.

ARTICLE V - GENERAL CONDITIONS

General Conditions, are not attached hereto and incorporated herein.

Relationship between Parties. Nothing in this MOU shall be construed to create an employment relationship between the AOC and any employee or contractor of Worcester County, Maryland, including any staff or contractor that is assigned to perform any work in the Circuit Court for Worcester County. Worcester County, Maryland will have sole responsibility for all its staffing determinations, including, but not limited to, hiring, training, termination, and scheduling.

Liability. The AOC assumes no liability or responsibility with respect to the conduct and operation of Worcester County, Maryland related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with Worcester County, Maryland. The AOC shall not be responsible for any damage(s) caused by Worcester County, Maryland employees, agents, or officials to personal property, documents, records, monies, or goods of Worcester County, Maryland or to anyone in or about Worcester County, Maryland's premises for the duration of the period of the MOU between Worcester County, Maryland and the AOC.

Non-Disclosure. Worcester County, Maryland shall not without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any information which may be held or maintained by the Judicial Branch as Confidential Information except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. Worcester County, Maryland may

also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this agreement.

ARTICLE VI - REPRESENTATIVES

The following individuals are designated as representatives for their respective Parties:

For the AOC: Department of Procurement, Contract & Grant Administration

Name and Title: Whitney S. Williams, Director

Phone: 410-260-1581 Email: whitney.williams@mdcourts.gov

For Worcester County, Maryland:

Name and Title: Theodore J. Elder, President, Board of Worcester County Commissioners

Phone: 410-632-1194 Email: commissioners@co.worcester.md.us

ARTICLE VII - KEY PERSONNEL, if applicable

Worcester County, Maryland agrees that the following named individual(s) is considered to be essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Name/Title: Ilene Muhlberg, Court Administrator

Should this individual become unavailable during the term of this MOU, personnel of at least equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. Should Worcester County, Maryland be unable to provide substitutes acceptable to the AOC, the AOC may terminate this MOU; or, at its option, negotiate with Worcester County, Maryland for an equitable adjustment under the MOU relative to the loss of such Key Personnel.

ARTICLE VIII - ENTIRE AGREEMENT

This Memorandum embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations regarding the Parties' agreement, other than those contained herein, or incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX - SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For Worcester County, Maryland

Date

Theodore J. Elder
President, Board of County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863

For the Administrative Office of the Courts:

Date

Whitney S. Williams
Director, Department of Procurement, Contract &
Grant Administration

Approved as to form and legal sufficiency this ____ day of _____, 20____.

Stephane J. Latour
Managing Legal Counsel

Exhibit A. Statement of Work

ORDER FORM



This For The Record Master Software Service Agreement Order Form (the "Initial Order Form") is by and between FTR Limited ("For The Record" or "FTR") and the entity listed as Client below ("Client"). This Initial Order Form is governed by the Master Service Terms and Conditions attached hereto (the "Service Terms"). All capitalized terms not defined herein have the meaning given to them in the Service Terms. The parties cause this Initial Order Form to be executed by their authorized representatives as of the Effective Date set forth below ("Effective Date"). In the event of any conflict between this Initial Order Form and the Service Terms, the terms set forth in this Initial Order Form will prevail, but solely with respect to this Initial Order Form.

Client Information

Client: Worcester County Circuit Court
Reference Number: QUO-14179-Z1V9T
Expiration Date: 1/8/2025
Proposed by: Carter Cross

Address Information

Bill To:	Deliver To:
Worcester County Circuit Court	Worcester County Circuit Court
,	,

Key Terms

Order Start Date*: 10/17/2024	Payment Method: ACH
Order End Date*: 10/17/2025	Billing Method: Email
Billing Frequency: Annually unless otherwise stated	

Note: Order Start Date only applies to orders involving subscription or support contracts.

Additional Comments:

QUO-14179-Z1V9T

10/10/2024

Carter Cross

Page 1 of 10



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

Order Details

Product	Product Code	Unit Type	Unit Price	Qty	Discount	Total Price
FTR Gold Recording Suite 7.7 (SaaS)	FTRGRS7.7S	PCS	\$2,150.00	4.00		\$8,600.000
			Subtotal:	\$8,600.000		\$8,600.000
			Estimated Freight			
			QUOTE TOTAL:			\$8,600.000

* If this Order Form is executed and/or returned to FTR Limited ("ForTheRecord") by Client after the Order Start Date above, ForTheRecord may adjust these terms, without increasing the Total Price, based on the date ForTheRecord activates the products above. Following activation, any adjustments to these terms may be confirmed by reference to the order confirmation email sent by ForTheRecord to the Billing Email Address above, and/or by contacting accounts@fortherecord.com.

+ The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that apply. Any such taxes that are the responsibility of ForTheRecord will be calculated upon invoicing. This is not an invoice.

FTR may, upon no less than sixty (60) days prior to the anniversary of the Effective Date, increase its pricing set forth herein by the lesser of: (i) five percent (5%), or (ii) the annual percentage increased in the Consumer Price Index, published by the U.S. Department of Labor's Bureau of Labor Statistics, based on the U.S. City Average for All Urban Consumers and All Items for the published previous twelve (12) months.



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

If Yes, please check here: ☐ and complete the following:

PO Number: _____

PO Amount: _____

Acceptance & Confirmation

Upon signature by Client and submission to ForTheRecord this Order Form shall become legally binding and governed by the *For The Record Master Services Agreement* between ForTheRecord and the Client, unless this Order Form is rejected by ForTheRecord. ForTheRecord may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Client: Worcester County Circuit Court

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

ForTheRecord

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

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MASTER SERVICE TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

1.1 “**Confidential Information**” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, contracts, licenses, operations, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. With respect to FTR, reasonably subject to protection under applicable law, Confidential Information includes the source code, structure and logic of the FTR Offerings and any information derived from or concerning the FTR Offerings, the Documentation and the terms of this Agreement. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential (“**Confidential Client Data**”).

1.2 “**Client Data**” means any documents, data, or information contained in any document, recording, template or other similar file submitted by Client through the FTR Offerings or provided by Client to FTR as part of the FTR Offerings.

1.3 “**Documentation**” means any user manuals, handbooks, and online materials provided by FTR to Client that describe the features, functionality or operation of the FTR Offerings.

1.4 “**FTR Offerings**” means the SaaS Services and/or Software to be provided by FTR to Client in accordance with the terms herein.

1.5 “**Order Form**” means any written order executed by both parties identifying the software and services to be made available by FTR, substantially in the form of the initial order attached hereto.

1.6 “**Performance Data**” means any log files, metadata and other technical performance data automatically generated by the FTR Offerings relating to the use, performance, efficacy, reliability and/or accuracy of the FTR Offerings.

1.7 “**Premium Support**” means FTR’s Premium Support offering as further described on Exhibit A.

1.8 “**SaaS Service**” means any hosted service to be provided by FTR to Client in accordance with the terms herein.

1.9 “**Software**” means the client-side software application(s) to be provided by FTR to Client in accordance with the terms herein.

1.10 “**Storage Services**” means FTR’s SaaS Service that enables the storage of digital recordings, transcripts and metadata.

2. FTR OFFERINGS

2.1 **License to FTR Offerings.** Subject to the terms and conditions of this Agreement, FTR hereby grants to Client a non-sublicensable, non-transferable (except as provided in Section 15.6), non-exclusive right and license to: (i) during the

applicable term of the Order Form, access and use the SaaS Services, and (ii) install, execute and use the Software for the term set forth in the applicable Order Form, in each case, in accordance with the applicable Documentation and solely for Client’s internal business purposes (not for further resale and distribution). Client may also request one (1) copy of the Software for back-up, disaster recovery or archival purposes only.

2.2 **Support.** FTR will (i) provide Client with access to any bug fixes, hot patches and error corrections that FTR generally releases to other customers of the FTR Offerings, (ii) use commercially reasonable endeavors to provide the SaaS Services, and (iii) provide Premium Support as set forth on Exhibit A when Premium Support is noted on an executed Order Form.

2.3 **Updates and Modifications.** Client acknowledges and agrees that FTR may, from time to time, make certain updates and modifications to the FTR Offerings; *provided, that*, FTR shall not, during the term of any applicable Order Form, remove or substantially degrade, any material feature or function of the applicable FTR Offerings.

3. **IMPLEMENTATION AND TRAINING.** From time to time, the parties may enter into written work orders that reference this Agreement (each, a “*Statement of Work*”), describing certain configuration, implementation, training and other professional services to be provided by FTR (“*Professional Services*”). FTR will perform the Professional Services in a professional and workmanlike manner. Client agrees to perform any of its obligations set forth in any Statement of Work, and will reasonably cooperate with FTR in the performance of the Professional Services, including, without limitation, providing all information and personnel reasonably requested by FTR in the performance of the Professional Services. In addition, Client will provide any required consents in a timely manner.

4. **RESTRICTIONS.** Client will not, and will not permit any end user of the FTR Offerings to: (a) use the FTR Offerings to harvest, collect, gather or assemble information or data regarding any third parties without their consent; (b) reverse engineer, disassemble or decompile any component of the FTR Offerings; (c) sublicense any of Client’s rights under this Agreement, or otherwise use the FTR Offerings for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the FTR Offering; or (e) otherwise use the FTR Service in any manner that exceeds the scope of use permitted under Section 2.1.

5. FEES AND PAYMENT.

5.1 **Fees.** Client will pay the fees set forth on the applicable Order Form (“*Fees*”).

5.2 **Payments.** Other than Fees pertaining to Professional Services, all Fees are due and payable in advance. Client will pay FTR all amounts due under this Agreement within thirty (30) days after the date of the invoice therefor. Any amount that is not paid when due will accrue interest at one and one half percent (1.5%) per month or the maximum rate

permitted by applicable law, whichever is less, from the due date until paid.

5.3 Taxes. Client (if Client does not provide tax-exempt certificate) will be responsible for payment of all taxes (other than taxes based on FTR's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to FTR under this Agreement or the provision of the FTR Technology to Client. Client will make all payments of Fees to FTR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to FTR will be Client's sole responsibility, and Client will provide FTR with official receipts issued by the appropriate taxing authority, or such other evidence as the FTR may reasonably request, to establish that such taxes have been paid.

5.4 Records; Audit. During the term of this Agreement, and for at least three (3) years after its expiration or termination ("**Records Term**"), Client will maintain at its principal place of business complete and accurate records with respect to Client's activities pursuant to this Agreement, including the number of courtrooms in which the FTR Offerings were used/deployed, the FTR Offerings used in each courtroom and all other data reasonably needed for verification of amounts to be paid to FTR under this Agreement. During the Records Term, FTR will have the right, during normal business hours and upon at least ten (10) days prior notice, to have an independent audit firm selected by FTR and reasonably acceptable to Client inspect Client's facilities and audit Client's records relating to Client's activities pursuant to this Agreement in order to verify that Client has paid to FTR the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at FTR's expense, unless the audit reveals that Client has underpaid the amounts owed to FTR by five percent (5%) or more during the audited period, in which case Client will reimburse FTR for all reasonable costs and expenses incurred by FTR in connection with such audit. Client will promptly pay to FTR any amounts shown by any such audit to be owing plus interest as provided in the subsection titled Payments. Such audits will be conducted no more than once in any period of twelve consecutive months. Any confidential or proprietary information of Client disclosed to FTR or the independent accounting firm in the course of the audit will be deemed the Confidential Information of Client, and any independent auditing firm will agree to be bound by confidentiality terms at least as protective as those set forth in the section titled Confidentiality.

6. CONFIDENTIAL INFORMATION. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the FTR Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this

Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. DATA SECURITY. FTR will implement and maintain throughout the term of this Agreement, commercially reasonable administrative, physical and technical safeguards designed to protect any Client Data collected by the SaaS Services against accidental loss and unauthorized access, disclosure and use. Unless otherwise agreed by Client, all Client Data will be processed in the United States. In the event FTR becomes aware of any accidental loss or unauthorized access, disclosure or use of any Confidential Client Data that is personal data or personally identifiable information as defined under laws applicable to the FTR Offerings (a "**Security Incident**"), FTR will (i) promptly notify Client of such Security Incident, and (ii) provide Client with a description of the Security Incident, including, to the extent known to FTR, the nature of the information compromised, along with regular updates related thereto, and steps being taken to mitigate the potential risks associated with such Security Incident. Client is solely responsible for compliance with incident notification laws applicable to Client and fulfilling any third party notification obligations related to any Security Incidents. FTR's notification of or response to any Security Incident under this Section 7 will not be construed as an acknowledgment by FTR of any fault or liability with respect to the Security Incident.

8. OWNERSHIP.

8.1 FTR System and Technology. Client acknowledges that FTR retains all right, title and interest in and to the FTR Offerings, Performance Data and all software and all FTR proprietary information and technology used by FTR or provided to Client in connection with the FTR Offerings (the "**FTR Technology**"), and that the FTR Technology is protected by intellectual property rights owned by or licensed to FTR. Other than as expressly set forth in this Agreement, no license or other rights in the FTR Technology are granted to the Client.

8.2 Client Data. Client retains all right, title and interest in and to the Client Data. Client hereby grants to FTR a non-exclusive, royalty-free and fully paid license to use Client Data for the purpose of providing the FTR Offerings and Professional Services. In addition, Client hereby grants to FTR a non-exclusive, royalty-free, fully-paid, irrevocable and perpetual right and license to use Client Data (i) on an aggregated and de-identified basis, and (ii) collected from, or in connection with, public courtroom proceedings, in each case, for the purpose of testing, product maintenance, support,

development and improvement of FTR's products and services. Further and without limiting the foregoing, Client acknowledges and agrees that FTR may be collecting personal information from users and data subjects of the FTR Offerings in connection with its privacy policy available at: <https://www.fortherecord.com/privacy/>, as may be updated by FTR from time to time. FTR will not otherwise knowingly use or access any Client Data unless authorized to do so by Client.

8.3 Performance Data. FTR shall have the right to collect and analyze Performance Data, and FTR will be free (during and after the term of this Agreement) to use such Performance Data for any legal purpose; *provided, that*, such use does not reveal the identity of Client or any judge, attorney, witness, litigant or other courtroom personnel.

8.4 Feedback. Client hereby grants FTR a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the FTR Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the FTR Service. FTR shall not identify Client as the source of any such feedback.

9. CLIENT'S OTHER OBLIGATIONS

9.1 Compliance with Laws. Client will at all times comply with all laws and regulations applicable to its use of the FTR Offerings, including providing any notices and/or collecting any consents necessary to record any individual's name, statement(s), recording(s), likeness, image, biographical information or other personal information in connection with the FTR Offerings.

9.2 Account and Passwords. Client will be solely responsible for (i) maintaining the confidentiality and security of all user name(s), password(s) and other access credential(s) used by Client to access its FTR Offerings account ("Account"), and (ii) any unauthorized use of Client's Account (except to the extent caused by FTR's willful misconduct or negligence). In the event of any unauthorized use of Client's Account, Client will promptly notify FTR and take any actions reasonably requested by FTR in connection with such unauthorized access.

9.3 Equipment and Facilities. Except to the extent expressly undertaken by FTR as part of its Professional Services under a Statement of Work, Client is solely responsible for providing, installing and maintaining, at its sole cost and expense, all equipment, hardware, peripherals, facilities, software and services necessary for Client's access to and use of the FTR Offerings, including without limitation, all cameras, recorders, mixers and microphones as may be required to use the FTR Offerings in accordance with the terms herein.

9.4 Client Backups. Unless Client has an active subscription to the Storage Services, FTR has no obligation to store any Client Data and Client shall be solely responsible for creating and maintaining backups of Client Data. In the event Client has an active subscription to the Storage Services, Client

will be solely responsible for specifying which items of Client Data will be backed up by the Storage Services. FTR will have no liability for any failures by Client to backup any Client Data that was not required to be backed up in connection with the Storage Services.

9.5 Recording Responsibility. Client acknowledges and agrees that Client is responsible for starting and stopping all recordings, including audio and visual recordings, to be created in connection with the FTR Offerings. FTR will have no liability for any failures or omissions of Client or its personnel, to start or stop any recordings.

10. TERM AND TERMINATION

10.1 Term. Unless earlier terminated pursuant to the subsection titled Termination, the term of this Agreement shall commence as of the Effective Date and shall continue for period of three (3) years (the "Term"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall be renewed for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 10.

10.2 Termination.

(a) For Breach. Either party (the "Non-breaching Party") may terminate this Agreement, effective immediately upon written notice to the other party (the "Breaching Party"), if the Breaching Party materially breaches any provision of this Agreement and does not substantially cure the breach within sixty (60) days after receiving written notice thereof from the Non-breaching Party.

(b) Changes in Law. If the obligations imposed upon either party under this Agreement are materially changed, or are made illegal, pursuant to a statute or court mandate (including, without limitation, local court rules and state Supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes within fourteen (14) days, then either party may terminate this Agreement upon ten (10) days written notice to the other party.

10.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts owed to FTR under this Agreement before such termination or expiration will be immediately due and payable, (excluding with respect to perpetual Software licenses) all licensed rights granted in this Agreement will immediately cease to exist, and Client must promptly discontinue further use of the FTR Offerings, and Client must return to FTR any copies of the Documentation that the Client is not entitled to keep pursuant

to this subsection and certify to FTR in writing signed by an officer of Client that it has fully complied with the foregoing.

10.4 Access to Data. For a period of thirty (30) days after the termination/expiration of this Agreement, Client shall have the right to download, in a format supported by FTR, electronic versions of the Client Data that are available in the SaaS Services. At the end of such ninety (90) day period, FTR shall have no further obligation to host any Client Data.

10.5 Survival. Sections and subsections titled Definitions, Restrictions, Ownership, Fees and Payment, Confidential Information, Warranties; Disclaimer, Indemnification, Limitation of Liability, Effects of Termination, Access to Data, Survival, and General Provisions will survive expiration or termination of this Agreement for any reason.

11. WARRANTY; DISCLAIMER.

11.1 Limited Warranty. FTR warrants that when used as permitted by FTR and in accordance with the Documentation (i) during the term of this Agreement, the SaaS Service, and (ii) for a period of ninety (90) days from the date of delivery, the Software, in each case will operate as described in the Documentation in all material respects. If Client notifies FTR of any breach of the foregoing warranty, FTR shall, as Client's sole and exclusive remedy, use commercial reasonable efforts to repair or replace the non-conforming FTR Offering as quickly as is reasonably possible. Notwithstanding anything to the contrary herein, the foregoing warranty will not apply to any Software that is made available free of charge.

11.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE FTR OFFERING AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (B) FTR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 Client Data Disclaimer. Client acknowledges that FTR does not edit, and cannot verify, the completeness or accuracy of the Client Data or any information therein. FTR has no control over the content of any Client Data made available through the FTR Offerings, and FTR shall not be responsible for any actual or alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Data.

12. INDEMNIFICATION

12.1 By FTR. FTR will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the FTR Technology infringes any U.S. copyrights or patents or misappropriates any trade secrets, and FTR will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If any FTR Technology becomes, or in FTR's opinion is likely to become, the subject

of an infringement claim, FTR may, at its option and expense, either (a) procure for Client the right to continue exercising the rights licensed to Client in this Agreement; (b) replace or modify the FTR Technology so that it becomes non-infringing and remains functionally equivalent; or (c) refund to Client any payments of prepaid Fees made by Client to FTR pursuant to the subsection titled Fees and Payment (to the extent that such payments have not been recouped through credits against accrued Fees), and terminate this Agreement by written notice to Client, in accordance with the subsection titled Notices. Notwithstanding the foregoing, FTR will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the FTR Technology by Client or any of its personnel; (x) any use of the FTR Technology in combination with other products, equipment, software, or data not supplied by FTR or authorized by FTR in writing; (y) any use, reproduction, or distribution of any release of the FTR Technology other than the most current release made available to Client; or (z) any modification of the FTR Technology by any person other than FTR or its authorized agents or contractors. This subsection states FTR's entire liability and Client's sole and exclusive remedy for infringement claims and actions.

12.2 Procedure. As a condition of FTR's performance of its indemnification obligations hereunder, Client must (a) promptly notify FTR of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "Claim"); *provided, that*, FTR shall only be relieved of its obligations hereunder to the extent any delay by Client materially prejudices FTR's ability to defend such Claim, and (b) give the FTR the sole control over the defense and settlement of such Claim; *provided, that*, FTR may not enter into any settlement that requires Client to admit liability or pay any sum without the prior written consent of Client, such consent not to be unreasonably withheld, delayed or conditioned.

13. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FTR OR CLIENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL FTR'S OR CLIENT'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY FTR FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

14. INSURANCE. During the term of this Agreement, FTR will maintain the following insurance coverage: (a) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate, and (b) Worker's Compensation Insurance in amounts required by applicable law.

15. GENERAL PROVISIONS

15.1 Governing Law. This Agreement and any actions related thereto will be governed by and under the Federal laws of the United States of America, and, to the extent not superseded by such federal laws, the state of Delaware, without giving effect to any conflicts of law principles that require the application of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15.2 Export. Client agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from FTR, or any products utilizing such data, in violation of the United States export laws or regulations.

15.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.5 Remedies. Except as provided in the sections titled Indemnification and Limited Warranty, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the FTR Offerings, and Documentation contain valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of the subsections titled Restrictions, or the section titled Confidentiality or any other breach of its obligations with respect to intellectual property rights of FTR will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

15.6 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.7 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by any event beyond the control of such party, including without limitation, issues arising from bugs or other problems in the software, firmware or hardware of a party's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, pandemic, epidemic, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror (a "*Force Majeure Event*"), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

15.8 Independent Contractors. Client's relationship to FTR is that of an independent contractor, and neither party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of FTR.

15.9 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Initial Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

15.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

15.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and CEO of FTR.

EXHIBIT A
PREMIUM SUPPORT

1. DEFINITIONS. The following capitalized terms will have the definitions set forth below:

1.1 “Normal Business Hours” means 4 a.m. to 5 p.m. Pacific Time Monday through Friday excluding federal holidays.

1.2 “Scheduled Downtime” means the total amount of time during any calendar month, measured in minutes, during which Client is not able to access the SaaS Service due to planned system maintenance performed by FTR. FTR will exercise reasonable efforts to perform scheduled system maintenance between the hours of 10 p.m. and 2 a.m. Pacific Time. FTR will provide Client with reasonable prior notice of such Scheduled Downtime.

“Update” means a revision to the Software to provide bug fixes, corrections and minor enhancements. Updates are designated by progressing the version number to the right of decimal (e.g. v 1.1 to v 1.2)

“Upgrade” means any new version of the Software incorporating major new features and enhancements. Upgrades are designated by progressing the version number to the left of the decimal (e.g. v 1.0 to v 2.0).

HELP DESK SUPPORT

2.1 Help Desk. FTR will provide telephone or e-mail support for the FTR Offerings covered under this Premium Support addendum during FTR's Normal Business Hours to assist in identifying and diagnosing problems with the FTR Offerings (such as error messages, bug fixes, basic “how-to” functionality questions, installations, Software Updates and Software Upgrades). All Help Desk calls shall, if necessary, be prioritized according to the severity of a call, as determined by FTR in its discretion. FTR Help Desk hours, time zones, and policies are subject to change at the option of FTR. Help Desk Support does not include Professional Services which shall expressly be undertaken through Statement of Work.

1.2 Contacts. Client shall appoint up to three (3) people as its authorized customer support contacts. Upon acknowledgement by FTR, authorized technical support contacts may contact FTR for support. Authorized technical support contacts must complete training on the operation and maintenance of the FTR Offerings as specified by FTR.

Assistance. Client shall promptly advise FTR of any failure with the FTR Offerings to comply with its Documentation in all material respects and shall provide reasonable assistance and cooperation to allow FTR to define and resolve such non-compliance. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.

Remote Diagnostics. Client agrees to allow FTR reasonable remote access to the Software in order to provide the necessary support pursuant to this Premium Support addendum. Remote Diagnostics may include, with Client acceptance, Enterprise Monitoring Service (“EMS”), a SaaS Service included with Premium Support. Any Professional Services required to activate EMS shall be expressly undertaken through Statement of Work.

Response and Resolution Times. During Normal Business Hours, FTR will provide an initial response to any support request within eight (8) business hours. Thereafter, FTR will use commercially reasonable efforts to provide a work around and/or permanent fix within two (2) business days. Progress of FTR's efforts may be tracked through its customer portal. Should FTR, in its sole judgment, determines that there is a reproducible error in the Software, it will, at its sole option, provide Client with a fix/workaround, or instruct Client to install a newer version of the Software with that error corrected.

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Exceptions to Support. FTR will have no obligation under with respect to any errors, defects, delays, downtime or other support issues to the extent caused by: (i) non-compliance by Client with any provision of this Premium Support addendum; (ii) incompatibility of Client's equipment or software with the SaaS Service or Software; (iii) actions or inactions of Client or third parties; (iv) Client's use of the SaaS Service or Software after FTR has advised Client to modify its use of the SaaS Service or Software, if Client did not modify its use as advised; (v) acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the SaaS Service by means of Client's passwords or equipment; (vi) performance of Client's systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Client's bandwidth limitations; or (ix) Scheduled Downtime.

2. CLIENT REQUIREMENTS.

Client Networks and Support Environment. Client is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Client is responsible for correctly configuring its systems in accordance with any instructions provided by FTR, as may be necessary for provision of access to the features and functions of the SaaS Service and Software. Information related to supported environments may be found in the Documentation at www.fortherecord.com.

Client Assistance. Client will reasonably cooperate with FTR with any support request, and provide FTR with such information as reasonably requested by FTR, including, without limitation: (a) a general description of Client's operating environment, (b) a list of all hardware components, operating systems and networks, (c) information necessary for FTR to reproduce the issue, and (d) any log files, trace and system files FTR requests, to assist with troubleshooting the issue. Client acknowledges that any failure to provide this information may prevent or delay FTR in providing support contemplated hereunder, and that FTR will not be responsible for any such delays.

Maintenance. FTR will provide Updates to the Software that are commercially released during the Term. All Updates are released in the sole discretion of FTR, and FTR has no obligation to create any Updates. Premium Support does not include the provision of Upgrades.

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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: December 19, 2024
SUBJECT: Solid Waste Surplus Equipment

Public Works, Solid Waste Division is requesting Commissioner approval to surplus our 2007 Tarp-o-matic, Asset#176, as it is not functioning and beyond repair. We are currently using a 2020-year model, Asset#232, that is compatible for parts from the 2007 model.

We would like to salvage any parts usable from the 2007 model and sell the remaining metal at the current market rate to the local scrap yard. Similar Solid Waste equipment has been sold on GovDeal for a fraction of the scrap metal value, therefore we are requesting to forgo the GovDeals process.

Please let me know if there are any questions.

cc: Chris Clasing
 David Candy

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

M E M O R A N D U M

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: December 23, 2024
SUBJECT: Berlin Health Flooring Replacement

Public Works Maintenance Division is requesting Commissioner approval of a \$17,820.02 change order for the Berlin Health Department Flooring Replacement Project. The original project was approved for \$115,622.76 in Assigned Fund Balance (New World Project Code: HD Berlin Floor) but did not include the entire lab/exam area because some floor areas in the build were only 3 years old. However, flooring in other areas requires the grinding of the concrete and adding a layer of composite material to ensure a proper base for the new flooring. With this added work, any existing areas where flooring is not being changed will have a deviation in the floor surface. Funding for this change order is available in Assigned Fund Balance project County Building Repairs and Improvements (New World Project Code: Bldg Repair Imp).

It is recommended all areas within the labs be completed during this replacement process to avoid the creation of tripping hazards. Value Carpet One holds the original contract for the flooring replacement. This change order proposal is formulated using the competitively bid Sourcewell cooperative pricing contract #061323-TFU.

Please let me know if there are any questions.

Attachments

cc: Kim Reynolds, Budget Officer
 Nick Rice, Procurement Officer
 Chris Clasing, Deputy Director
 Michael Hutchinson, Maintenance Superintendent



Value Carpet One

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

SOURCEWELL CHANGE REQUEST

TO: Worcester Co DPW

DATE: December 18, 2024

FROM: Daniel Brissey

SUBJECT: Berlin Health Dept.

RE: Exam 163, Dress 164, Exam 158, Dress 157, Storage 162, Janitor 159, Storage 160

Materials- 576 sf Tarkett Event 12x24 #PETR 11195 Primrose Travertine @ \$4.00 = \$2,304.00

360 LF 4" Vinyl Cove Base #85 Burgundy- furnish and install @ \$3.95 = \$1,422.00

1-4GL 959 adhesive @ \$166.34

TOTAL MATERIALS \$3,892.34

Labor-

576 sf Demo VCT @ \$1.66 = \$956.16

576 sf Sand existing finish (Grind) @ \$4.18 = \$2,407.68

576 sf Apply MI Moisture Limiter @ \$5.25 = \$3,024.00

576 sf Application of Primer @ \$1.01 = \$581.76

576 sf Pour Self Leveling ¼ inch @ \$8.24 = \$4,746.24 (rate listed is for 1/8 coverage)

576 sf Installation of LVT @ \$3.84 = \$2,211.84

TOTAL LABOR \$13,927.68

TOTAL CHANGE- \$17,820.02

PRICING IS ALL PER SOURCEWELL CONTRACT 061323-TFU



Ship To

Maintenance
6113 Timmons Road
Snow Hill, MD 21863

Bill To

Maintenance
6113 Timmons Road
Snow Hill, MD 21863

ITEM 4

Purchase Order
No. 2025-00000035

DATE 09/26/2024

VENDOR 1409 - VALUE CARPET ONE

Reprint Purchase Order

Contract

VALUE CARPET ONE
DBA S LEE SMITH JR INC
1530 NORTH SALISBURY BLVD
SALISBURY, MD 21801

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY

SHIP VIA

FREIGHT TERMS

PAGE 1 of 1

ORIGINATOR: Nick Rice

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	Misc - Flooring Replacement for Berlin Health Department 240.9010.050 - Capital Equipment Building Improvements 115,622.76 HD Berlin Floor	Open	115,622.7600	\$115,622.76
TOTAL DUE					\$115,622.76

Special Instructions

NOTICE TO VENDORS - This order is subject to Worcester County, Maryland's Standard Terms and Conditions, which are available on the County's website at <https://www.co.worcester.md.us/commissioners/bids> or upon request to the County's Administration Office 410-632-1194.



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

APPROVED

MEMORANDUM

WSY 09/03/24

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.

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

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



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

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: December 19, 2024
SUBJECT: Mobile Belt Filter Press Repair

Public Works is requesting Commissioner approval to use \$110,350.00 from the Riddle Farm Capital Equipment account no. 570.9010 to purchase a replacement trailer for the belt filter press and the remount the existing press onto the new trailer. The existing trailer has structural deficiencies and is in need of replacement. It is requested that all work be conducted by MSD Environmental Services, Inc. Funding was approved in the FY 25 budget and \$175,000.00 is available. MSD Environmental Services, Inc is the original manufacturer and have the necessary equipment and skill set to properly remove and reinstall the belt filter press, therefore Public Works is requesting to contract them directly.

The belt filter press is a required piece of equipment in the treatment process and is used to dewater biosolids. The existing trailer mounted unit was manufactured in 2009. The press itself continues to work well and will see continued use after the wastewater plant upgrades are complete. The trailer that the press is mounted to has a bent structural beam and a significant amount of rust and deterioration of the metal. Without a working belt filter press, biosolids will accumulate in the plant causing multiple equipment failures, permit violations, and potential enforcement action from MDE.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
 Tony Fascelli
 Quinn Dittrich
 Nick Rice



September 10, 2024

Shane Odegaard
Chief Plant Operator
Worcester County Government
1000 Shore In
Berlin, MD. 21811
E-mail: sodegaard@co.worcester.md.us

RE: Remounting DDP Press on New Gooseneck Trailer

Dear Shane,

MSD Environmental Services, Inc. is pleased to provide you with the following revised quotation for supplying a new gooseneck trailer and transferring the DDP Press onto the New Trailer. MSD is a company that specializes in sales, installation and operation and service of mechanical solids dewatering equipment. We provide service and support for all of the equipment we sell. Please review the following:

Trailer Description

- Duratrail: 22' x 102" wide Deck over Gooseneck Trailer.
- Crossmembers at 12" spacing.
- Hot dipped galvanized frame.
- 2 axles 7,000# each w/electric brakes on both axles.
- Slipper spring suspension.
- Tires; ST235/80R16 on Aluminum rims.
- Pair of drop leg jacks 12K at front, with spare handle, remove lynch pin to allow for independent operation.
- Individual drop leg jacks 12K at rear.
- Roof; All aluminum. Top rail is 6061-T6 extruded aluminum shaped to carry the rollers. Black cold-rated pelmet. The roof is of .040 aluminum, roof sheet is one pc. The roof bows are aluminum and spaced at 24" centers. A premium grade adhesive is used at all roof sheet and supporting member interfaces. The longitudinal edge of the sheet is capped around rail and fastened every 4 inches using stainless steel rivets. One clearance light at each front corner. The rear roof has a drip strip.

- Curtains: Curtainsider - Strat-a-lite curtains have stainless steel buckles CSB1006 push button release fastened to PVC welded straps at 24" centers. The standard Grease filled stainless steel shielded bearing maintenance free rollers are fastened to the webbing. The 26oz. 2x2 double thread, panama weave is PVC coated to meet the highest standards. Color; Choice of 20 colors.
- Curtain Tensioners: At rear. The Eurotensioner is a ratchet type mechanism having the instant release feature.
- Rear Frame: A steel formed 6x6 post which houses the curtain tensioners. The header 5 inches deep (grade 44w). Five clearance lights on upper header. LED penny lights.
- Rear opening: Roll up tarp flap or side to side curtain.
- Two stainless electric infra-red heaters mounted overhead.
- Six LED wet location lights mounted overhead.

Scope of Work

MSD will perform/provide the following:

- Provide curtainside trailer, complete with heaters, lights and 10 gauge stainless steel floor.
- Transfer current DDP press owned by Worcester County to new MSD supplied trailer.
- Fasten DDP to new trailer.
- Install new RV entry door.
- Install new RV entry steps.
- Check operation of DDP press. (Any work performed on press will be billed additionally)

Worcester County to Provide:

Current trailer transportation from Worcester County to MSD Eaton Ohio.

Timeline

With our current schedule, this unit would take an approximate 6-8 months at our facility for completion of the work.

Pricing

The price for the new Gooseneck Trailer and work performed as outlined above is **\$110,350.00**

(Optional) New Polymer System Installed

One new SNF Flo quip EM30 6GPH polymer system installed on trailer is **\$28,500.00**

Customer responsible for delivery of the current Trailer to our facility. MSD will use a third party transportation company to deliver the new Trailer to Worcester County. Delivery included in pricing.

Assumptions

Note: MSD would take ownership and be responsible for disposal of the old gooseneck trailer.

Payment Terms

Terms of payment are 30% upon receipt of this signed agreement, and balance to be paid upon delivery.

Taxes and Other Charges: Any use tax, sales tax, excise tax, duty, custom, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. **However, in the event any governmental authority subsequently requires Seller to pay any such tax, fee or charge, then Buyer shall be responsible for and shall promptly reimburse Seller for the full amount that Seller is required to pay.**

Thank you for the opportunity to extend this proposal. If you have any questions or concerns, don't hesitate to call.

Sincerely,

Jim Roell

Jim Roell
MSD Environmental Services, Inc.

Limitation of Liability

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment, and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against any and all accidents, injuries, losses and liabilities.

Choice of Forum and Applicable Law

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

ACCEPTANCE OF THIS PROPOSAL:

We accept the terms and conditions of this proposal as prepared and presented to Worcester County Government this _____ day of _____, 2024.

By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services, Inc.

Worcester County Government

Signature_____
Signature_____
Title_____
Title_____
Date_____
Date



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: January 7, 2025
 RE: Recommendation to Award – John Walter Smith and Newtown Park Bathroom Renovations

Recreation and Parks along with the County's Procurement Officer is recommending the County award the John Walter Smith and Newtown Park Bathroom Renovations to Harvey Construction. Proposals were due and opened on Friday, November 22, 2024. Six proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of four members reviewed each proposal individually prior to an overall group average being established. All four members of the committee agree that the highest scoring proposal, which was received from Harvey Construction, represents the best value to Worcester County. The total contract award amount is \$120,175.

Funding for this project was approved by Program Open Space under account 100.1602.500.6160.241, Grant Programs New Park Development. Project Open Space funding is 90% reimbursable.

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

John Walter Smith Park & Newtown Bathroom Renovations	
Friday, November 22, 2024 at 2:30pm	
Request for Proposals Tabulation Sheet	
<u>Respondent's Name(s):</u>	
Colossal Contractors	
Popowski Brothers, Inc.	
INL Contractor LLC	
Grassfield Construction	
Gillis Gilkerson Construction	
Harvey Construction	



WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND 21863
410-632-1194
FAX: 410-632-3131

Weston Young
Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
Procurement Officer

CONTRACT

THIS CONTRACT, made on January 7, 2025, between the County Commissioners of Worcester County, Maryland ("County"); and Harvey Construction ("Successful Vendor").

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the JOHN WALTER SMITH PARK & NEWTOWN BATHROOM RENOVATIONS.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$120,175.
5. The term 'Contract Documents' means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor's Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addenda
 - p. Successful Vendor's Completed Proposal Documents
 - q. Notice of Award

- r. Notice to Proceed
6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Proposal Documents.
 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

**CONTRACTOR:
HARVEY CONSTRUCTION**

By:
Title:
Date:



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: January 7, 2025
RE: Request for Contract Renewal – Facility Dude/Brightly Software Renewal

Public Works is seeking Commissioner approval to renew the Maintenance Division's work order and inventory program for a three-year term at a total cost of \$68,593.44. This renewal results in savings of \$16,382.16 compared to one-year contracts with annual price increases. The three-year agreement also benefits from a reduced rate due to the extended commitment. Historically, the vendor applied a minimum 5% annual increase, but this renewal follows a fixed fee structure:

- FY 2026: \$22,203.91 (12% discount from the standard annual cost of \$25,056.50)
- FY 2027: \$22,851.53 (2.9% increase)
- FY 2028: \$23,538.00 (3% increase)

The Maintenance Division relies on this program to manage all work orders, building repairs, custodial product deliveries, and asset management, with a current total of 57,700 work orders recorded. The software is vital to daily operations, enabling efficient tracking of facility repairs, preventive maintenance, and inventory management. Currently, 212 users utilize the software across 59 county facilities, streamlining workflows and enhancing productivity.

Funding for this program is available under account 100.1201.6130.035, with \$24,450 allocated in the FY 2025 budget for the work order software.

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



PREPARED FOR

Worcester County MD ("Customer")

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

December 09, 2024



December 09, 2024
Worcester County MD

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for Worcester County MD.

Service Term: 36 months (07/01/2025 - 06/30/2028)

Cloud Services			
Item	Start Date	End Date	Investment
Facilities/Physical Plant Module	7/1/2025	6/30/2026	\$0.00
Asset Essentials Core Plus	7/1/2025	6/30/2026	\$11,410.35
Dude Analytics	7/1/2025	6/30/2026	\$0.00
Asset Essentials Inventory	7/1/2025	6/30/2026	\$0.00
Predictor Facilities/Physical Plant	7/1/2025	6/30/2026	\$0.00
Capital Predictor Enterprise	7/1/2025	6/30/2026	\$10,793.56
Annual Renewal:			\$22,203.91 USD

*Your Sourcewell discount has been applied.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2026	Investment Year 3 Start Date: 07/01/2027
- Facilities/Physical Plant Module	Included	Included
Asset Essentials Core Plus	11,410.35 USD	11,410.35 USD
- Dude Analytics	Included	Included
- Asset Essentials Inventory	Included	Included
- Predictor Facilities/Physical Plant	Included	Included
Capital Predictor Enterprise	11,441.18 USD	12,127.65 USD
Total:	22,851.53 USD	23,538.00 USD



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption



certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable



business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-425785 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-425785
December 09, 2024, 11:28:10 AM

Accepted by:

Printed Name

Signed Name

Title

Date



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

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

Subject: **Rural Legacy – FY 22 Agreement of Sale**
Coastal Bays Rural Legacy Area
Rose/Fair, TM 93, P 49, 7 lots
58.68 +/- Acres – REVISED to 86.23 Acres

Date: 12/27/24

Attached you will find a memorandum from Katherine Munson with a revised application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the County Commissioners. This Agreement of Sale was previously approved on February 20, 2024. Since the acreage differed by over 10% after the survey, new appraisals and a new agreement of sale were required. The landowner has accepted the new offer, which was an average of the new appraisals.

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.

With respect to this particular property, the land is within a high value area for protection for agriculture and borders Big Millpond with forested buffers. The protection preserves the landscape viewshed and is within an area of protected farmlands. The owner is surrendering seven (7) subdivision and development lots, save a single permitted residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

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

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

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 *KM*

SUBJECT: Coastal Bays Rural Legacy Area—Rose/Fair Tax Map 93, Parcel 49, 7 lots; 86.23 +/- acres; Agreement of Sale--REVISED

DATE: December 12, 2024

This project is to be funded by FY22 Coastal Bays Rural Legacy Area funds. A map is attached showing the location of this property in the Rural Legacy Area.

The seven (7) lots will be eliminated; no subdivision will be allowed by the deed of easement. One home will be allowed. Impervious surface will be strictly limited, so no CAFOs would be allowed.

An agreement of sale was executed February 20, 2024 for the average of two easement values: \$173,000. A survey was then completed which found the property to be 86.23 acres including the wetlands and portion of Big Mill Pond. Prior to this survey the acreage was assumed to be 58.68 acres.

Since the acreage was found to be 10% greater than assumed, updated appraisals and a new agreement of sale was required.

The two revised values are: \$233,000 and \$198,000 (summaries attached). The landowners have agreed to the average of the two: \$2,499.13 per acre; \$215,500.

Attached is an agreement of sale that has been signed by the landowners. Please let me know of any questions you have.

Attachments



Executive Summary

Appraisal Of Tax Map 93, Grid 22, Parcel 49, Lots 2A-2D, 3, 4 and 5
 Effective Date of Value November 1, 2024
 Date of Inspection November 1, 2024
 Report Date: November 4, 2024
 Report Type: Appraisal Report
 Owner(s) of Record Robert D. Rose, Bonne L. Rose and Freddie Ray Fair, Jr.
 Intended User The client and intended user is Worcester County and it's designated contractors and agents.

The intended use is to provide an opinion of market value of the larger parcel for the placement of a Conservation Easement on the larger parcel in accordance with the "Before and After Rule"

Intended Use

Property Location Tax Map 93, Grid 22, Parcel 49, Lots 2A-2D, 3, 4 and 5
 North of Big Millpond Road and West of Steel Pond Road

Tax Identification	Lot	Size-Acres	Tax ID
	2A	7.73	24-08-005982
	2B	7.28	24-08-013748
	2C	7.53	24-08-013756
	2D	9.09	24-08-013764
	3	8.85	24-08-013292
	4	10.16	24-08-013306
	5	8.04	24-08-013314
	Remainder	27.55	

Total Land Area - Larger Parcel 86.23 +/- Acres

Property Rights Appraised Fee Simple

Improvements Vacant and unimproved

Highest and Best Use Agriculture, Timber, Outdoor Recreation

Value

Before Value \$ 543,000

After Value \$ 310,000

Estimated Value of Easement \$ 233,000

Unit Value per Acre of Acquisition \$ 2,700

<u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u>		
REPORT TYPE:	Appraisal Report File No. CC19428	
REPORT DATE:	October 22, 2024	
LOCATION:	North of Big Mill Rd Stockton, MD 21864 Map 93 Parcel 49 Lots 2A-2D, 3-5	
OWNER OF RECORD:	Robert D. Rose & Bonnie L. & Freddie Ray Fair	
LAND AREA BEFORE/AFTER:	86.23 +/- Acres (tax records)	86.23 +/- Acres
IMPROVEMENTS:	No improvements	
ZONING:	A-1 & RP	
CENSUS TRACT:	9514.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0375H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Residential	
HIGHEST AND BEST USE AFTER:	Agriculture w/ potential for a dwelling	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	\$474,000	
AFTER VALUE	\$276,000	
VALUE OF EASEMENT/DIFFERENCE:	\$198,000	
EFFECTIVE DATE	October 15, 2024	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

LEGEND

- - IRON ROD FOUND
- - CONCRETE MONUMENT FOUND
- - IRON PIPE FOUND
- - PROPERTY CORNER
- ▲ - AXLE FOUND
- - EXISTING PINE TREE

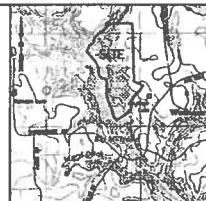
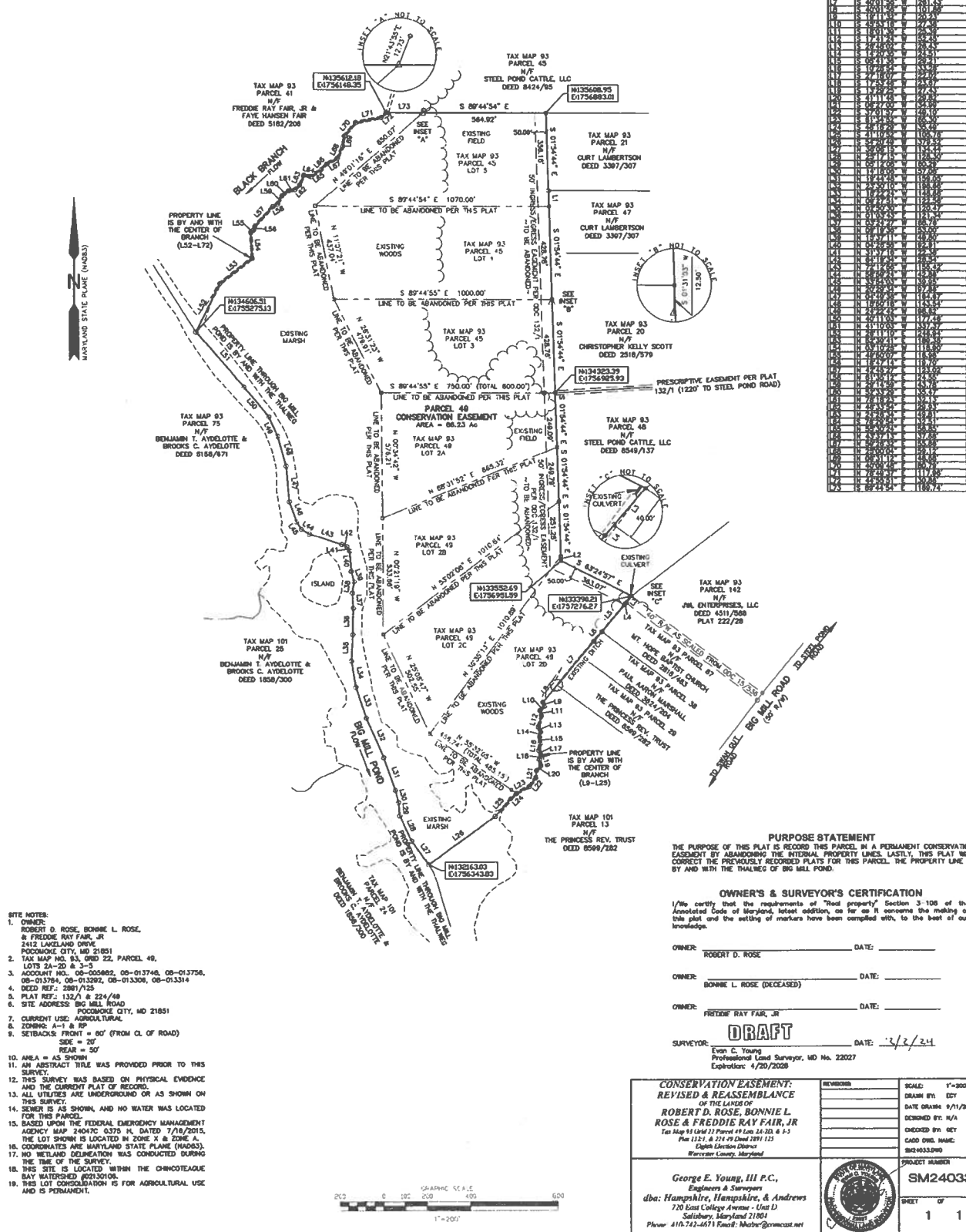
AREA CHART	
PARCEL 49 (CULTIVATED)	20.28 Ac
PARCEL 49 (WOODS/MARSH)	65.95 Ac
TOTAL AREA	86.23 Ac

WORCESTER COUNTY ENVIRONMENTAL PROGRAMS
THIS LOT LINE REVISION SHOWN HEREON IS APPROVED AS BEING IN CONFORMANCE WITH THE WORCESTER COUNTY COMPREHENSIVE WATER AND SEWER PLAN. THIS APPROVAL DOES NOT SERVE AS A SANITARY CONSTRUCTION PERMIT AND THE PROPERTY OWNER IS NOTIFIED THAT HE MUST STILL APPLY FOR AND OBTAIN A SANITARY CONSTRUCTION PERMIT BEFORE DEVELOPING THE PROPERTY. AT THE TIME OF THE PERMIT APPLICATION, THE PROPERTY WILL BE EVALUATED PURSUANT TO COMAR 26.04.02.

APPROVING AUTHORITY

DATE:

WORCESTER COUNTY FOREST CONSERVATION LAW
IN ACCORDANCE WITH SUBTITLE IV, SECTION 1-403(b)(14) OF THE NATURAL RESOURCES ARTICLE OF THE WORCESTER COUNTY CODE OF PUBLIC LOCAL LAWS, THIS SUBDIVISION IS EXEMPT FROM THE COUNTY'S FOREST CONSERVATION LAW SINCE THE SUBDIVISION IS A BOUNDARY LINE ADJUSTMENT WITH NO ACCOMPANYING CHANGE IN LAND USE. ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.

VICINITY MAP
1" = 200'

- SITE NOTES:**
- OWNER: ROBERT D. ROSE, BONNIE L. ROSE, & FREDDIE RAY FAIR, JR. 2412 LAKELAND DRIVE, POCOMOKE CITY, MD 21851
 - TAX MAP NO. 93, GRID 22, PARCEL 49, LOTS 2A-2D & 5-5
 - ACCOUNT NO. 08-005882, 08-013748, 08-013754, 08-013784, 08-013592, 08-013308, 08-013314
 - DEED REF.: 2881/725
 - PLAT REF.: 132/A & 224/48
 - SITE ADDRESS: BIG MILL ROAD, POCOMOKE CITY, MD 21851
 - CURRENT USE: AGRICULTURAL
 - ZONING: A-1 & B2
 - SETBACKS: FRONT = 60' (FROM CL OF ROAD) SIDE = 20' REAR = 50'
 - AREA = AS SHOWN
 - AN ABSTRACT TITLE WAS PROVIDED PRIOR TO THIS SURVEY.
 - THIS SURVEY WAS BASED ON PHYSICAL EVIDENCE AND THE CURRENT PLAT OF RECORD.
 - ALL UTILITIES ARE UNDERGROUND OR AS SHOWN ON THIS SURVEY.
 - SEWER IS AS SHOWN, AND NO WATER WAS LOCATED FOR THIS PARCEL.
 - BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP 24047C 0375 H, DATED 7/18/2015, THE LOT SHOWN IS LOCATED IN ZONE X & ZONE A.
 - COORDINATES ARE MARYLAND STATE PLANE (NAD83).
 - NO WETLAND DELINEATION WAS CONDUCTED DURING THE TIME OF THE SURVEY.
 - THIS SITE IS LOCATED WITHIN THE CHINCOTEAGUE BAY WATERSHED (80330108).
 - THIS LOT CONSOLIDATION IS FOR AGRICULTURAL USE AND IS PERMANENT.

PURPOSE STATEMENT
THE PURPOSE OF THIS PLAT IS TO RECORD THIS PARCEL IN A PERMANENT CONSERVATION EASEMENT BY ABANDONING THE INTERNAL PROPERTY LINES. LASTLY, THIS PLAT WILL CORRECT THE PREVIOUSLY RECORDED PLATS FOR THIS PARCEL. THE PROPERTY LINE IS BY AND WITH THE THALWEG OF BIG MILL POND.

OWNER'S & SURVEYOR'S CERTIFICATION

I/We certify that the requirements of "Real property," Section 3-108 of the Annotated Code of Maryland, latest edition, as far as it concerns the making of this plat and the setting of markers have been complied with, to the best of our knowledge.

OWNER: ROBERT D. ROSE DATE:

OWNER: BONNIE L. ROSE (DECEASED) DATE:

OWNER: FREDDIE RAY FAIR, JR. DATE:

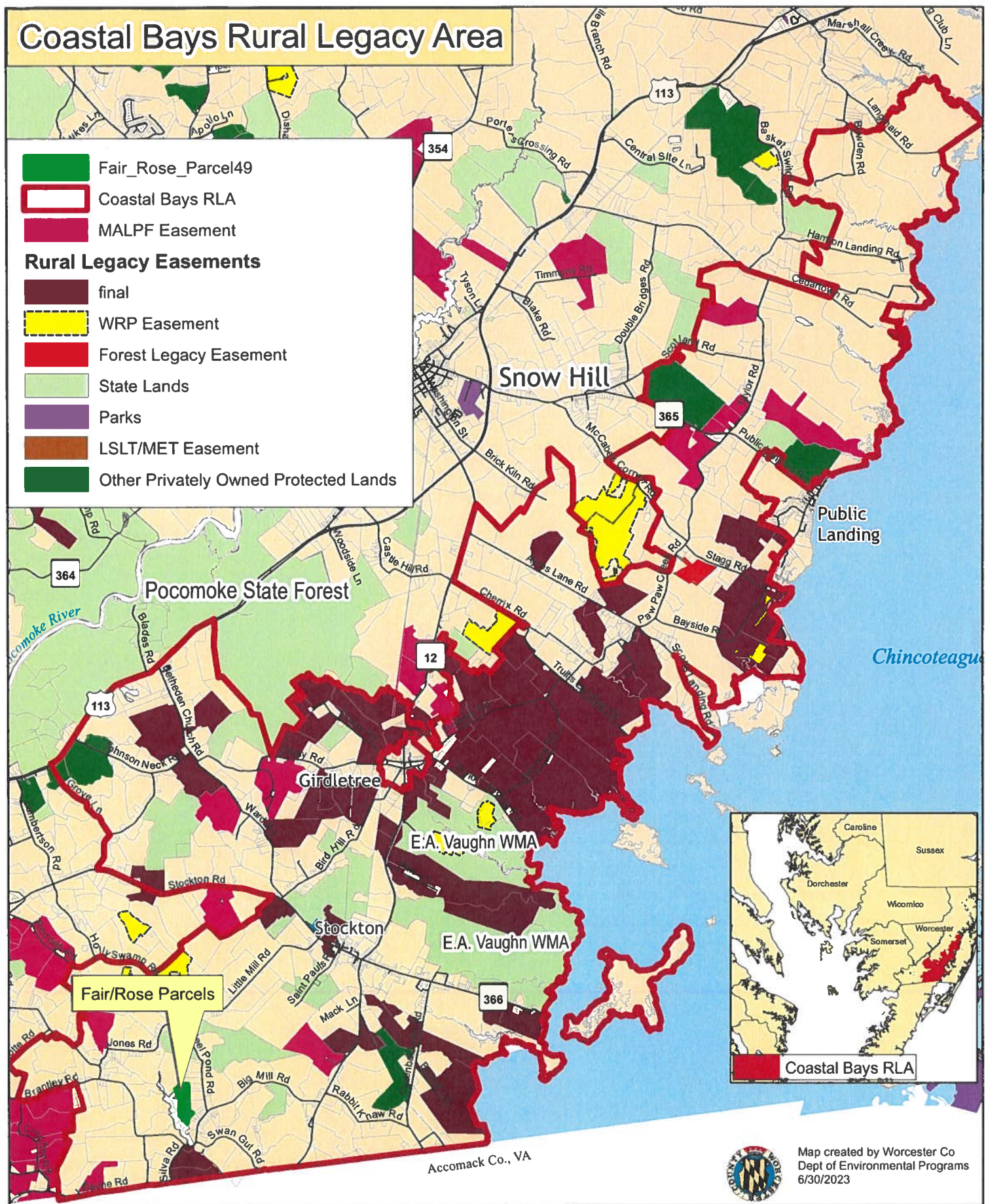
SURVEYOR: Eron C. Young DATE: 3/2/24

DRAFT
Professional Land Surveyor, MD No. 22027
Expiration: 4/20/2028

CONSERVATION EASEMENT:
REVISED & REASSEMBLED
OF THE LAND OF
ROBERT D. ROSE, BONNIE L.
ROSE & FREDDIE RAY FAIR, JR.
Tax Map 93 Grid 22 Parcel 49 Lots 2A-2D & 5-5
Plus 1121 & 2114-48 Deed 2881/725
English Election District
Worcester County, Maryland

George E. Young, III P.C.,
Engineers & Surveyors
dba: Hampshire, Hampshire, & Andrews
720 East College Avenue - Unit D
Salisbury, Maryland 21804
Phone: 410.743.4671 Email: Mather@ermsnet.net

REVISIONS	SCALE: 1"=200'
	DRAWN BY: ECT
	DATE DRAWN: 9/11/2024
	DESIGNED BY: H/A
	CHECKED BY: ECT
	CHD PREP. NAME:
	SD-MSS-LINE
PROJECT NUMBER	SM24033
SHEET	1



Prior Agreement

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the 20th day of Feb, 2024 is made by and between ROBERT D. ROSE and FREDDIE RAY FAIR, JR., ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the eighth tax district of Worcester County, Maryland; which is one parcel, 58.68 acres total, more or less, divided into seven (7) lots, and located on Steel Pond Road, Stockton, MD 21864, having tax ID numbers of 08-005982, 08-013748, 08-013756, 08-013764, 08-013292, 08-013306, 08-013314, described in the deed recorded in Worcester County Land Records at Book 2891, Page 125.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are 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, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is which is recorded surveys of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Nine Hundred and Forty-Eight Dollars and 19/100 cents (\$2,948.19) 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 Sellers 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 January 24, 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, Sellers 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. The deed of easement shall include the right to one (1) single family detached dwelling unit, location of which will be subject to approval of Buyer. 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. Sellers 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 Sellers, 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. Sellers covenant 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, Sellers grant 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 Sellers are 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. Sellers 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 Sellers, 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 Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant 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 Sellers, 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 Sellers 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) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

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

7.3. The Sellers' 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 SELLERS AT CLOSING.

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

8.2. At Closing, Sellers 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 Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

- i) permit Sellers 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 Sellers' sole cost and expense, and
- ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers 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 Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers 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 Sellers 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, Sellers 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 Sellers, and the parties shall have no further obligation to each other.

SECTION 12. SURVEY PROVISION

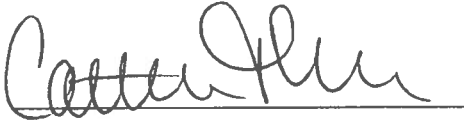
12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 58.68 acres. The purchase price of the easement shall be \$2,948.19 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected 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 58.68 acres, updated appraisals will be required and a new per acre 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 Sellers may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Sellers 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 Sellers, extend settlement a period of 120 days to permit Sellers 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:







Weston Young
Chief Administrative Officer

Approved as to legal form and sufficiency.


Roscoe R. Leslie
Worcester County Attorney

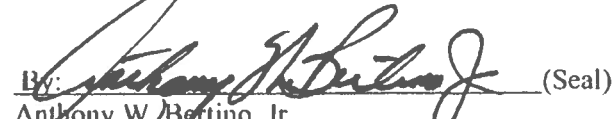
SELLERS

By:  (Seal)
Robert D. Rose

By:  (Seal)
Freddie Ray Fair, Jr.

BUYER

County Commissioners of Worcester County, Maryland

By:  (Seal)
Anthony W. Bertino, Jr.
President

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 202 is made by and between ROBERT D. ROSE and FREDDIE RAY FAIR, JR., ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the eighth tax district of Worcester County, Maryland; which is one parcel, 86.23 acres total, more or less, divided into seven (7) lots, and located on Steel Pond Road, Stockton, MD 21864, having tax ID numbers of 08-005982, 08-013748, 08-013756, 08-013764, 08-013292, 08-013306, 08-013314, described in the deed recorded in Worcester County Land Records at Book 2891, Page 125.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are 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, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a survey of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Four Hundred and Ninety-Nine Dollars and 13/100 cents (\$2,499.13) 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 Sellers 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 May 30, 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, Sellers 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. The deed of easement shall include the right to one (1) single family detached dwelling unit, location of which will be subject to approval of Buyer. 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. Sellers 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 Sellers, 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. Sellers covenant 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, Sellers grant 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 Sellers are 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. Sellers 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 Sellers, 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 Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant 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 Sellers, 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 Sellers 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) Sellers have 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 Sellers' 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 SELLERS AT CLOSING.

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

8.2. At Closing, Sellers 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 Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers 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 Sellers' sole cost and expense, and

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

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers 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 Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers 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 Sellers 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, Sellers 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 Sellers, and the parties shall have no further obligation to each other.

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

Witness/Attest:

SELLERS

By: Robert D. Rose (Seal)
Robert D. Rose

By: Freddie Ray Fair, Jr. (Seal)
Freddie Ray Fair, Jr.

BUYER

County Commissioners of Worcester County, Maryland

Weston Young
Chief Administrative Officer

By: _____ (Seal)
Theodore J. Elder
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney

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

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20____, by and between _____ and _____, having an address at _____ (collectively, "Grantors") and the STATE OF MARYLAND, TO THE USE OF THE DEPARTMENT OF NATURAL RESOURCES and _____, a Maryland nonprofit corporation, _____ (collectively, "Grantees").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

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

[other changes as needed to reflect named Grantees]

WHEREAS, the Grantors own in fee simple _____ acres, more or less, of certain real property in _____ County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by _____ by Deed dated _____ and recorded among the Land Records of _____ County, Maryland in Liber _____, Folio _____ (the "Property"). The address of the Property is _____. The Property is identified on tax map _____, parcel _____;

WHEREAS, the Property consists of _____ acres of [agricultural land, woodlands, open fields, etc...]; a portion of the [stream or river]; shoreline on the [Chesapeake Bay, Deep Creek Lake, etc...]; relatively natural habitat for [significant flora or fauna]; scenic value of significant public benefit [along road, street, highway, or navigable waterway];

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

forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

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

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

[Insert paragraph if County or other monies are being contributed to easement value]

NOW, THEREFORE, in consideration of _____ Dollars (\$_____), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

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

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, *[Optional when offered for no consideration, or when purchased without Rural Legacy Funds: historical, archeological,]* woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: (1) the preservation of land areas for outdoor recreation by or the education of the general public; (2) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (3) the preservation of open space for the scenic enjoyment of the general public and which yields a

significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit; and (4) the preservation of historically important land areas or certified historic structures (“Conservation Attributes”). *[Note to drafter: remove items 1-4 as applicable]*.

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

ARTICLE III. LAND USE AND STRUCTURES

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

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

[If CAFO prohibition Option is used, include reference here (see Article III.Q)]

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

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are (i) directly related to Grantors’ mission and (ii) do not

harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantees' approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

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

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

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

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

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

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

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

Private Passive Recreational uses are permitted on the Property but shall be limited in

scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle (“ATV”) courses, off road vehicle (“ORV”) courses, and off highway vehicle (“OHV”) courses are prohibited on the Property. However, this paragraph shall not be construed as to prevent the Grantors from traversing their property in an ATV, ORV, or OHV in a manner consistent with the provisions of this easement.

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

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

(1) one (1) single-family detached Dwelling Unit(s) (“Primary Dwelling Unit”). A permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantees. The location or relocation of a Primary Dwelling Unit, or the conversion of any previously non-residential Structure to a Primary Dwelling Unit shall be subject to Grantees’ approval as further set forth in Article V below. *[Optional: Gross floor area of [x] square feet limitation]*

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

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

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

(4) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use

permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantees' approval in accordance with the provisions of Article V below; and

(5) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

(6) The total Impervious Surface on the Property shall never exceed two percent (2%) of the Property or [] square feet. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt.

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

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

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the ____ () parcels of land that constitute the Property, for any purpose, is prohibited. [*Where Property consists of more than one parcel: In addition, said parcels shall remain in common ownership as if the Property was only one (1) parcel.*] The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted. Notwithstanding the two previous sentences, with at least sixty (60) days written notice to Grantees, Grantors may: [*Note: This language is a guideline for instances when Grantors wish to have the right to subdivide and there is no significant impact upon the purpose of the conservation easement. The subdivision language here is not meant to*

advocate negotiating additional subdivision of properties to be protected by Rural Legacy conservation easements.]

1. Divide or subdivide the Property into ____ residential lots (plus the original parcel from which the ____ residential lots were created), which may be separately owned, so long as the size of such lots is at the minimum size permitted by State and local government; and

[optional: 2. Divide or subdivide the Property into ____ Agricultural lots (plus the original parcel from which the ____ Agricultural lots were created), which may be separately owned.]

[In Addition OR However] Grantees may approve the Division of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition, in accordance with the provisions of Article V below.

I. Buffer Requirements. A one-hundred (100) foot *[forested or vegetative]* buffer strip along Big Mill Pond is required on the Property. *[Note: Forested buffer is preferable in most circumstances]* Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantees' approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality; (8) the existing _____ *(list existing Structure(s) located within the buffer)*, as described in Exhibit C. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

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

K. Soil Conservation and Water Quality Plan. Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan,

including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees. *[In the event that the Property is wooded or where agriculture will be prohibited, this type of provision may not be necessary. Rather, reference is made to the Forest Management paragraph.]*

L. Forest Management.

[Where contiguous Woodland area consists of 24 acres or less]: Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment (the “Guidelines”), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

[Where Property contains more than 25 acres of contiguous “Woodland” (as defined below), a Forest Stewardship Plan is required. Please note, contiguity is not considered “broken” by things such as a utility line or a fireline. Use a reasonableness standard]:

The Grantor shall implement a Forest Stewardship Plan (“the Plan”) in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantors and a licensed, registered forester, as land use practices or management changes, however, Grantors shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Plan and any revisions to the Plan to Grantees. *[Drafter – use one of Options listed below]*

Option #1

The Plan’s primary objective is [here insert an objective from the list below], and the Plan’s secondary objective is [here insert an objective from the list below, if there is one]. At a minimum, the Plan shall include:

(1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;

(2) a vegetation map, a soils map and a topographic map;

(3) *an access plan for the Property, including all areas to be commercially managed;*
 (4) *erosion control measures, specifically addressing water bodies and wetland areas;*
 and

(5) *management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;*

[Optional: (6) strategies to minimize the effects of structures in the Forest Area.]

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

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, “Vegetation”) unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the “Guidelines”), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

[For the drafter: Here are the objectives to be inserted above:

- 1. Timber production*
- 2. Management of habitat for fish and wildlife game species*
- 3. Trail and passive recreation management*
- 4. Natural heritage protection (Species listed by the Federal government or Maryland as endangered, threatened or rare species)*
- 5. Soil conservation and water protection*
- 6. [Establishment and]Maintenance of a _____ forest [see a forester to describe the forest type to be maintained]*
- 7. Establishment and maintenance of an old growth forest ecosystem]*

Option #2

In the Woodland Areas (as defined below), there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees or other vegetation except for (1) trees that are non-native, invasive, diseased or insect infected; and (2) trees, in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect the long term ecological health of the Woodland Areas or to protect species listed by Maryland or the federal government as endangered or threatened. "Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas, then the drafter should add another exception for "Trees within _____ feet of the structure or means of access." If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

Option #3 (for Forest Interior Dwelling Species)

In the Woodland Areas (as defined below), Grantor shall be in compliance with (i) the FIDS/Forestry Task Force Chesapeake Bay Critical Area Timber Harvest Plan Guidelines (the "FIDS Guidelines") and(ii) a Plan whose objective is establishment and maintenance of a forest ecosystem for species of birds (FIDS) that require relatively large blocks of undisturbed forest land to successfully nest. At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;*
 - (2) a vegetation map, a soils map and a topographic map;*
 - (3) an access plan for the Property, including all areas to be commercially managed;*
 - (4) erosion control measures, specifically addressing water bodies and wetland areas;*
- and*

(5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;
[Optional: (6) strategies to minimize the effects of structures in the Woodland Areas.]

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction (collectively, "Destruction") of trees, shrubs, grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in compliance with the Plan and the FIDS Guidelines and (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland (the "Guidelines") prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future. Notwithstanding the Terms of this Article _____, Destruction of Vegetation is prohibited during the April to July breeding season except by approval of Grantees.

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

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas then the drafter should add the sixth item in italics to the list above. If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction

and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

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

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

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

R. Authorization. Grantors authorize the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantors Soil

Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

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

ARTICLE V. GRANTEE APPROVAL PROCESS

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

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

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantors shall submit to Grantees a written and visual

description of the request for which approval is sought, accompanied by such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantees deem the submission complete ("Request"), Grantees shall act on the Request within the timeframe provided for in Article V.C below.

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

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

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

If Grantors are seeking location approval for a permitted Dwelling Unit or are seeking approval of a reserved Subdivision right, all Grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

If Grantors are seeking location approval for a permitted Dwelling Unit and the requested Dwelling Unit is to be situated on a newly Subdivided lot, Grantors shall submit a Request for such Subdivision at the same time.

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

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

ARTICLE VI. ENFORCEMENT AND REMEDIES

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

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

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

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

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

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

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

ARTICLE VII. PUBLIC ACCESS

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

Or

Grantor shall provide public access for passive recreation [fill in description of public access].

With the approval of Grantees, the Grantor shall have the right, , to make rules and regulations for different types of public uses, and to control or limit any such public access, by posting or other means, to assure compliance with the purposes and limitations of this instrument and in order to prevent unreasonable interference with Grantor's reserved rights hereunder and other lawful uses of the Property. Grantor claims all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Maryland Annotated. Code, Natural Resources, Section 5-1101, et seq. (2005 Repl. Vol.).

ARTICLE VIII. BASELINE DOCUMENTATION

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

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of ____ () pages.

B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of ____ () pages.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of ____ () pages.

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

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

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

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

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

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

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

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

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

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation

or other judicial proceedings in an amount equal to the ~~current fair market value of their relative real estate interests~~ greater of: (1) the percentage required pursuant to Treasury Regulation Section 1.170A - 14 (g) (6), or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then value of the Property as a whole. . [If only Rural Legacy Funds were used to purchase this easement, insert the following sentence: "In the event Grantees did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds."] [In the event that non Rural Legacy funds were used to purchase the easement, Grantees should receive proceeds representing their relative contributions, so add language similar to the following example: "Grantees shall then divide the proceeds as follows: The Rural Legacy Board shall receive seventy percent (70%) of the proceeds and _____ County shall receive thirty percent (30%) of the proceeds."] Any costs of a judicial proceeding allocated by a court to Grantors and Grantees shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

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

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

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

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

or private benefit;

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

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

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

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

Grantors and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantees determine that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

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

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

D. Construction. This Conservation Easement shall be construed to promote the

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

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

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

G. Recordation. Grantees shall record this instrument in a timely fashion among the Land Records of _____ County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

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

address here

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

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

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

[Option if there is a District Agreement recorded]:

Exhibit B: Agreement of Sale between Rose/Fair and County Commissioners of Worcester County

K. District Agreement. In the event of a conflict between this Conservation Easement and any District Agreement with the Maryland Agricultural Land Preservation Foundation, the Terms of this Conservation Easement shall prevail.

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

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

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

GRANTOR:

_____(SEAL)
NAME

STATE OF MARYLAND, _____ of _____, TO WIT:

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

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEES:

[INSERT COUNTY or LAND TRUST SIGNATURE]

COUNTY ATTY:

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

Approved as to legal form and sufficiency this ____ day of _____, 2020.
“Approved” means the document meets the legal requirements for a deed of conservation easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General



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

Subject: **Ocean City Inlet**
Update of the *1998 Ocean City, MD and Vicinity*
Water Resources Study

Date: 12/30/24

We again received word from the Corps that the attached letter the County Commissioners approved February 2024 meeting needs to be refreshed for their budget. Their typical process is for the Baltimore District to put together a budget request package, which needs to include a letter of interest from a potential sponsor - like the one attached. The budget the District is working on now is for FY27 (starting Oct 2026). They could not get this approved into the Corps FY26 budget request. In order to complete the current request, they need a letter of intent that is no older the 5 months as of 1 May, so even though our letter is not old, it doesn't qualify for this purpose. We essentially need the same letter with a new date and a new district commander, Colonel Francis B Pera.

This letter will be used for us to try to get funds in the FY25-6 workplan. The Corps workplan is a list of projects that may get funded if Congress adds additional money in the program that is not otherwise directed toward a specific project. The local Civil Branch Division leader for the Corps requested this updated letter. They would again push to get the OC Water Resources study going so they can look at all the issues – Flooding, Navigation, and ecosystem restoration.

I have attached the prior letter we sent and I can work with Charlene Sharpe to prepare a new letter

So again, I would respectfully request the County Commissioners consider expressing interest in the intent to initiate a study partnership to address an update of the prior study to review the increasing water resource issues in the inlet and the opportunities for solutions. The letter would be the same as the prior letter with a new date.

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

Attachment

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

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

Worcester County

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

February 22, 2024

Colonel Estee Pinchasin
 Commander, Baltimore District
 US Army Corps of Engineers
 2 Hopkins Plaza
 Baltimore, MD 21201

RE: Water Resources Report
 Ocean City Inlet & Harbor

Dear Colonel Pinchasin:

The Worcester County Commissioners reviewed this matter at their meeting on September 5, 2023. Based on recent issues in the Ocean City area, we are looking at the potential to update our *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*. Navigation and physical environment conditions have notably changed in the Ocean City Inlet since the recommendations included in the original study, and shoaling impacts are increasing at an alarming rate since Hurricane Sandy in 2013.


We write on behalf of Worcester County to express our willingness to participate as the sponsor for the update of the *1998 Water Resources Study* in partnership with the U.S. Army Corps of Engineers (USACE). Our partnership will provide an opportunity for us to cooperatively conduct an update of the prior ecosystem restoration feasibility study and an integrated environmental assessment for the inlet. Worcester County understands that a study cannot be initiated unless it is selected as a New Start study with associated allocation of federal funds provided through the annual congressional appropriations process. If selected, we intend to sign a Feasibility Cost Sharing Agreement (FCSA) to initiate the study with USACE which targets completion of the feasibility study within three years.

After signing the FCSA, a Project Management Plan will be developed and agreed upon by Worcester County, our local and state partners and USACE. The study will be conducted and managed by USACE. The cost-share for the study is based on a 50 percent contribution by the federal government with local and state partners providing 50 percent contribution provided in cash or by a combination of cash and in-kind services. This letter constitutes only an expression of intent to initiate a study partnership to address the specified water resources problems and is not a contractual obligation. We acknowledge and understand that work on the study cannot commence until it is included in the administration's budget request, until funds are appropriated by congress, and until an FCSA is signed. Likewise, our participation

as the sponsor of the study is subject to state and local funding appropriations. It is also our understanding that we or USACE may opt to discontinue the study at any time after the FCSA is signed. If it is determined that additional time or funding is necessary to support decisions to be made in order to complete the study, Worcester County and our local and state partners will work with USACE to determine the appropriate course of action.

Thank you for your consideration of this request. If you should have any questions, please feel free to contact either me or Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,



Anthony W. Bertino, Jr.
President

cc: Congressman Andy Harris
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto
Terry McGean, Town of Ocean City
Hugh Hawthorne, National Parks Service
Christine Conn, MD DNR

ITEM 10 Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

January 2, 2025

To: Worcester County Commissioners

From: Chief Deputy Nate Passwaters

RE: Facility Lease Renewal

Please accept this memo as a request for approval to renew the lease for the WJSOC building in Berlin, MD, for an additional period of five years.

In the past, funding for this location has been provided by the Office of National Drug Control Policy. There is no indication that the funding support for this initiative will be terminated.

I am happy to provide additional information if needed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nate Passwaters", is written over a horizontal line.

Chief Deputy N.J. Passwaters
Worcester County Sheriff's Office



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is made this __ day of December 2024, by and between Neev Properties, LLC ("Landlord") and The County Commissioners of Worcester County ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a lease agreement dated November 5th, 2019 ("Lease"), for approximately 5,610 sq. ft. of space ("Demised Premises") located 619 Franklin Avenue, Berlin MD 21811 ("Office Building").

WHEREAS, Tenant is already in occupancy of the Demised Premises and has accepted delivery of said Demised Premises; and,

WHEREAS, Landlord and Tenant now desire to amend certain terms of the Lease;

NOW, THEREFORE, for valuable consideration paid by each party hereto to the other, the receipt of which is hereby acknowledged, the parties hereto covenant and agree to amend the Lease as follows:

1. **Section 2 of the Lease - Term:** is hereby amended such that the Term of the Lease shall be extended for five years ("Extended Term") and shall now terminate on December 31st, 2029.
2. **Section 3 of the Lease - Rent:** is hereby amended such that the Rent during the Extended Term will be as follows:

Rent may continue to be paid quarterly on January 1st, April 1st, July 1st and October 1st. Base Rent for the first year of this renewal shall be \$73,843.22 or \$18,460.81 per quarter. Base Rent shall increase 3% annually each year of this renewal on January 1st.

3. All other terms and conditions of the Lease not specifically amended herein shall remain in full force and effect. All capitalized terms not specifically defined herein shall have the same meaning as set forth in the Lease.

The parties hereto represent and warrant that they have the authority and all requisite approvals to enter into this Third Amendment to Lease Agreement. This First Amendment to Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns

4. **Counterparts and Electronic Delivery:** This Amendment may be executed in counterparts, each of which taken together shall be deemed to constitute one instrument. The parties may sign and deliver this Amendment by electronic or email transmission. Each party agrees that the delivery of this Amendment by electronic or email transmission shall have the same force and effect as the delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date written.

WITNESSES:

"LANDLORD"

By _____
Name/Title: _____

"TENANT"

County Commissioners of Worcester County

By _____
Name/Title: _____

THIS AGREEMENT OF LEASE, made this 5th day of November, 2019, by and between Neev Properties, LLC hereinafter called "Lessor" of 31236 Meadowview Square, Delmar, Delaware, 19940, and the County Commissioners of Worcester County, Maryland, Room 1103, One West Market Street, Snow Hill, Maryland 21863, hereinafter called "Lessee".

WITNESSETH:

THAT in consideration of the mutual covenants herein contained and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. **LEASE OF PREMISES.** Lessor does hereby Lease unto Lessee and Lessee does hereby take from Lessor all that Premises known as 619 Franklin Avenue, Berlin, Maryland, specifically the 5,610 square feet office, hereinafter the "Premises".
2. **TERM - TIME OF ESSENCE.** The term of this Lease shall be for a period commencing on January 1, 2020 and ending December 31, 2024. The Lessee shall have the option for one 5 year renewal, if Lessee wishes to exercise this option they must give Lessor written notice to do so at least 180 days prior to Lease termination. Exclusive possession of the Premises shall be granted to Lessee on the day the lease commences. Premises shall be delivered in clean and vacant condition. Lessor asserts the Premises is in compliance with all federal, state and local laws, including but not limited to zoning and fire code requirements.
3. **RENTAL.** The base rental shall be \$5,417 a month (\$ 65,000 per year) and shall be payable as follows: quarterly on January 1, April 1, July 1 and October 1. Rent shall increase 2% a year for the first five years. Rent shall be paid thirty days after receipt of invoice but not before the due date. Lessee shall also pay a security deposit equivalent to one month's rent (\$5,417) which is due and payable on January 1, 2020. Said security deposit shall be returned to Lessee by Lessor prior to the last month of the term of the Lease.
4. **RIGHT OF ENTRY AND REPOSSESSION.** If the rent or any portion thereof shall be in arrears or unpaid or any covenant of this Lease be breached and remain breached for a period of sixty (60) days, this Lease shall become null and void if the Lessor shall so elect, or if this Lease is validly terminated by Lessor, then Lessor, its successors or assigns, may re-enter upon the Premises and hold the same as if this Lease had not been made. Lessor, or any of its agents, upon 48 hours prior notice, shall have the right to enter said Premises during all reasonable hours to

examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said building, or to exhibit said Premises and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within thirty (30) days before the expiration of this Lease. However, said right to enter requires a representative of Lessee to be present. Lessor recognizes and acknowledges that Tenant is leasing a secure office.

5. **USE - CONDITION.** The Premises will be used by the Lessee only for an office, warehouse and related purposes.
6. **EXTERIOR.** Lessor agrees to keep the roof, exterior walls, doors, parking area and landscaping of said Premises in good repair. Lessor agrees to keep the exterior of said Premises in a clean, sanitary, neat and presentable condition.
7. **INTERIOR.** Lessee agrees to keep the interior of said Premises in a clean, sanitary, neat and presentable condition. Lessor agrees to keep all windows, screens, awnings, doors, interior walls, pipes, machinery, plumbing, electrical wiring and other fixtures and interior appurtenances in good and substantial repair and clean condition at Lessor's expense. All glass, both interior and exterior, is at the sole risk of Lessor, and Lessor agrees to replace at Lessor's own expense, any glass broken during the term of this Lease, however, if any interior damage is caused to the glass at the sole negligence of Lessee, Lessee shall make the repair at its own expense.
8. **UTILITIES AND NON-PAYMENT.** Lessee shall promptly pay all charges for electricity, used on or about the Premises during the term of this Lease, as well as cable, internet, water and sewer usage charges and trash removal, and in the event such charges are not paid within sixty (60) days from the date they are due and payable, such will constitute a breach hereof.
9. **TAXES.** Lessor shall be responsible for all of real estate taxes if any assessed on account of land and existing improvements.
10. **REGULATIONS AND INSURANCE.** Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of said Premises for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said Premises, as well as all environmental and hazardous materials laws during said term, and shall also promptly comply with and execute all rules, orders and regulations of the Maryland State Underwriters Association for the prevention

of fires, at Lessee's at own cost and expense. Lessor agrees it shall maintain insurance on the Premises at all times during this Lease in amounts sufficient to protect property and persons.

11. **LIABILITY INSURANCE AND INDEMNIFICATION OF LESSOR.** To the extent permitted by law, Lessee, shall indemnify and hold harmless Lessor from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses incurred in connection with all losses, personal injury, death or damages, arising from or in connection with the use and occupancy by Lessee on the Premises, resulting from any acts, omissions, neglect or fault of Lessee, his agents, servants, employees, licensees, customers or invitees. Lessor shall indemnify and hold harmless Lessee from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses incurred in connection with all losses, personal injury, death or damages, arising from any acts, omissions, neglect, negligence or fault of Lessor, his agents, servants, employees, licensees, customers or invitees.
Lessee further agrees to carry Property and Liability Insurance in such amounts and upon such terms and conditions as Lessee carries on its other buildings.
12. **SUBLEASES AND ASSIGNMENT.** Lessee shall have the right to sublet said Premises or assign this Lease or any rights hereto without the consent of the Lessor first having been obtained.
13. **FIRE AND CASUALTY.** The parties hereto agree that if the Premises above described shall be destroyed by fire or other casualty, the tenancy hereby created shall be thereby terminated by Lessee and all liability for rent hereunder shall cease upon payment proportionately to the date of the fire, with a per diem abatement of rent. If the Premises herein demised are partially destroyed, it is agreed that said Premises may be repaired as speedily as possible at the expense of Lessor and the rent abated during the repair time.
14. **NOTICES.** It is understood and agreed between the parties hereto that written notice addressed to Lessee and actually delivered to Lessee at Worcester County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, or such other address as it may designate in writing to Lessor. Written notice sent certified mail or actually delivered to Lessor at the address shown first herein shall constitute sufficient notice to Lessor.
15. **WAIVER.** No waiver of any condition or covenant of this Lease by Lessee shall be deemed to imply or constitute a further waiver by Lessee of any other condition or covenant of this Lease.

16. **CONDITION.** Lessee accepts Premises in its current conditions except by December 31, 2019, Lessor needs to make the following repairs:

- a. HVAC Unit 1- repair the supply fan, unclog the condensate drain and clean condensate pan.
- b. HVAC Unit 3- repair condenser fan and fan motor.
- c. HVAC Unit 4- repair the ductless split, supply refrigerant.
- d. HVAC Unit 5- supply refrigerant
- e. Kitchenette- repair sink faucets
- f. First Floor Toilet- repair toilet fill valve. Flush handle is loose.
- g. Exterior Doors- repair locksets at egress hardware.
- h. Both Floors- repair lighting.

Starting November 15, 2019, Lessor shall allow Lessee to perform painting, carpet cleaning, installation of IT and security equipment and to move furniture into the Premises.

17. **NO PARTNERSHIP.** Lessor does not in any way or for any purpose become a partner of the Lessee in the conduct of Lessee's business or otherwise or become a joint venture or member of a joint enterprise with Lessee.
18. **SURRENDER.** Lessee agrees, upon the termination hereof, to quietly surrender the Premises unto Lessor in the condition in which the Premises were at the commencement hereof, normal wear and tear accepted and in broom clean condition.
19. **HAZARDOUS MATERIALS.** No hazardous materials other than household and janitorial supplies shall be permitted on the Premises without permission of Lessor. Lessor warrants and represents that the Premises is in compliance with environmental laws and regulations. Prior to delivering possession of the Premises to Lessee, Lessor shall remove any hazardous materials from the leased portion of the property. As used herein, "hazardous material" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government, or poses a threat to human health or the environment. "Hazardous material" includes any and all material and substances which are defined as "hazardous waste", "toxic substances" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous material" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

20. **DISPOSITION OF IMPROVEMENTS.** On termination of this Lease, Lessee may remove improvements constructed on the Premises or equipment installed as long as said removal does not damage or deface the Premises.
21. **ILLEGALITY OF PERFORMANCE.** If for any reason this Lease or the entering into it by Lessee is determined to be illegal, ultra-vires or not in accordance with the law by Lessee then at Lessee's sole discretion and in good faith, Lessee may terminate this Lease immediately.
22. **IMMUNITY/LIMITATION ON ACTIONS AGAINST LESSEE.** Nothing in this Lease nor any agreement or any amendment to it shall constitute or be construed as a waiver of whatever immunities or limitations of liability that the Lessee may have in accordance with law, including public general law or public local law. No money judgement exceeding the actual amount of rent owed by Lessee under this Lease may be obtained by Lessor. No action may brought with respect to this Lease other than in the appropriate State court in Worcester County, Maryland. Lessor hereby consents and agrees to such provision and further waives Lessor's right to jury trial in any action relating to this Lease. Lessor's liability under this Lease shall be in no way limited. Lessee has entered into this Lease in the capacity stated. No individual elected County Commissioner, contractor, employee, agent, or servant of Lessee shall have any personal liability hereunder. Any indemnity herein or arising out of this agreement, on the part of the Lessee, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this provision. The limitation of liability to Lessee hereunder shall be contractual and Lessor hereby agrees that such limitation is fair and equitable under the totality of the circumstances of this Lease.
23. **ANNUAL BUDGET.** Lessee's liability under or arising out of this Lease shall be subject to annual budget appropriation, as well as Federal and State funding and strictly conditioned thereon. If said appropriations or funding is lost, the Lease shall terminate without penalty on the day funding is lost.
24. **EARLY TERMINATION.** In the event that Lessee determines in good faith but at Lessee's sole discretion that the Premises is no longer required for the purposes of Lessee then Lessee may terminate this Lease upon 120 days written notice from Lessee to Lessor.
25. **GOVERNING LAW.** This Lease shall be interpreted, construed and enforced according to the laws of the State of Maryland.

26. **WRITTEN AGREEMENT.** This Lease, including any addendum which may be attached hereto, contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by Lessor and Lessee.
27. **HEIRS AND ASSIGNS.** This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, except that no person, firm, corporation or court officer holding under or through Lessee in violation of any of the terms, provisions or conditions of this Lease shall have any right, interest or equity in or to this Lease, the term of this Lease or the Premises covered by this Lease.
28. **HEADINGS AND TERMS.** The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. Words of any gender, and words in the singular number shall be held to include the plural, when the sense requires.

IN WITNESS WHEREOF, the parties have executed this Lease all as of the day and year first herein written.

WITNESS:



LESSOR


By: 

WITNESS:



LESSEE

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

By: 

President

STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY, that on this 5th day of November, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dana Parnell who acknowledged himself/herself to be Dana Parnell, President of the County Commissioners of Worcester County, Maryland, a party to the foregoing instrument and who acknowledged the foregoing instrument is the act and deed of such Worcester County and further that he/she is fully empowered to bind the Worcester County hereto.

AS WITNESS my hand and Official Seal.

Karen Hammer
Notary Public

My Commission Expires: April 6, 2021



STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a party to the foregoing instrument and who acknowledged the foregoing instrument is the act and deed of such _____ and further that he/she is fully empowered to bind the _____ hereto.

AS WITNESS my hand and Official Seal.

Notary Public

My Commission Expires: _____

H:\COATTY\Lease - County as Lessee.wpd

The Worcester Commission on Aging provides programs and services that support the quality of life, independence and health goals desired and needed by Worcester County's senior residents.

MEMO

TO: Worcester County Commissioners
RE: Request for Over Expenditure
DATE: December 26, 2024

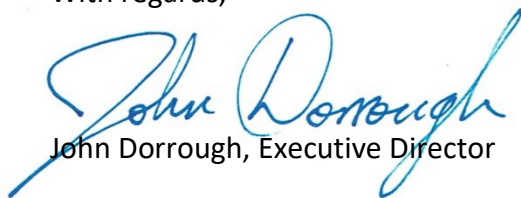
The Commission on Aging is requesting the approval of an over expenditure of \$7,728 for the purchase of a passenger bus that was mostly funded through a Federal 5310 Grant. The required local funding turned out to be more than the \$19,207.00 that was left for the funds that were encumbered over the past several years intended for this purpose.

Documentation is attached. The breakout is as follows:

Final total price:	\$100,811.00
5310 Grant funding:	-74,326.00
Local contribution provided by encumbered funds on hand:	<u>-19,207.00</u>
Balance of local funding required:	\$ 7,728.00

WorCOA has paid the full amount due to the MTA and has received reimbursement in the amount of the encumbrance. We are requesting an additional reimbursement in the amount of the over expenditure.

With regards,



John Dorrough, Executive Director

Worcester Commission on Aging

Community for Life in Worcester County • River Oaks Day Center • Senior Care • Senior Ride • Meals On Wheels
Berlin 50plus Center • Ocean City 50plus Center • Pocumoke City 50plus Center • Snow Hill 50plus Center
4767 Snow Hill Road • PO Box 159 • Snow Hill, Maryland 21863
410.632.1277 • FAX 855.230.5496 • info@worcoa.org • www.worcoa.org

November 27, 2024

Ms. Carrie Meade
Worcester County Commission on Aging
PO Box 159
Snow Hill MD 21863-0159

Dear Ms. Meade:

The Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) has purchased the vehicle(s) awarded to your organization and has received written receipt of delivery to your designated address. Per your executed grant agreement, please consider this letter a formal invoice and request for payment of your portion of the cost of the vehicle(s). When applicable, you are also responsible for any amount over the grant award due to the options chosen by your agency, or due to the fact the grant award was less than the base cost of the bus.

MDOT MTA has inspected the vehicle(s) and paid the vendor, Coach Bus Sales, directly for your vehicle(s) in full. The total cost of your vehicle(s) is \$100,811.00. Your share (sub-grantee amount) must be sent to MDOT MTA in order for the State to recoup expenditures made to Coach Bus Sales on your behalf. The breakdown of costs is as follows:

			MTA Responsibility		Agency Responsibility		
Grant Number	Grant Award	Bus Cost	Federal Share	State Share	Local Share	Options / Overage	Total Agency
FY24/25-C5310	\$92,908.00	\$100,811.00	\$74,326.00	\$0.00	\$18,582.00	\$7,903.00	\$26,485.00
VIN: 1FDFE4FN5RDD39098				TOTAL INVOICE AMOUNT			\$26,485.00

The check due date and the sub-grantee amount due is as follows:

Check Due Date: 12/29/24 Sub-Grantee Amount Due: \$ 26,485.00

Your share may be paid with your organization's check made payable to:

Maryland Transit Administration (or MTA)

Ms. Carrie Meade
Page Two

Please mail your check under cover letter to:

Rosarie Perez-Codilla
Office of Finance, Accounts Receivable
Maryland Transit Administration
6 St. Paul Street, 8th Floor
Baltimore MD 21202

Please indicate the following, exactly as it is below, in your cover letter:

Bus Purchase
Program: 3907
Project: 0210-2350
AObj: 1294

If you have any questions concerning your invoice amount please call Jason Kepple, Program Manager, at 410-767-7330. This letter also serves as closeout documentation for the above-mentioned grant awards. If available, any remaining funds will be reverted into the overall State budget for future disbursement.

Sincerely,

**Travis
Johnston**

Digitally signed by
Travis Johnston
Date: 2024.12.03
08:51:27 -05'00'

Travis Johnston, Director
Office of Local Transit Support

cc: Ms. Cydney Dickens, Program Manager, Office of Local Transit Support, MDOT MTA
Ms. Bridget Johnson, Admin. Assistant, Office of Capital Programming, MDOT MTA
Ms. Kisha Joyner, Assistant Manager, Office of Capital Programming, MDOT MTA
Mr. Jason Kepple, Regional Planner, Office of Local Transit Support, MDOT MTA
Ms. Rosarie Perez-Codilla, General Ledger Chief, Office of Finance, MDOT MTA
Ms. Jennifer Vickery, Program Manager, Office of Local Transit Support, MDOT MTA



Worcester County Recreation & Parks

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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
Jacob Stephens, Deputy Director of Recreation & Parks
DATE: December 30, 2024
SUBJECT: WOC Fish Cleaning Station Discussion

Our Department received a request from Vince Cannuli, owner and operator of Running Tide Charters, to consider installing a public fish cleaning station at the West Ocean City Commercial Harbor utilizing public donations. Our Department has discussed this idea with Mr. Cannuli on site and asked for further detailed information that is attached.

We feel the fish cleaning station would have positive and negative impacts. The main positive impact would be recreational, and commercial fisherman would have a designated area to clean their catch. Some fish that are being brought back to the ramp include Tuna, which can require a large space to clean and process.

The negative impacts include potential unsanitary conditions of the cleaning station, odor of fish carcasses disposed of into the dumpster, fish carcasses disposed of into the harbor, staff needs resulting from improper cleaning and disposal of carcasses. Our final concern is vehicular traffic in the parking lot due to the use of a cleaning table.

I would be happy to discuss this information and answer any other questions at the January 7th Commissioner's Meeting.

Jacob Stephens

From: Vince Cannuli <cannulia@gmail.com>
Sent: Tuesday, December 3, 2024 11:16 AM
To: Jacob Stephens
Subject: Re: West Ocean City Boat Ramp - fish cleaning station request

Jacob,

Following up on our meeting as promised.

I have 1 individual who would like to fund the entire table in memoriam to his father who brought him to OC to fish for many years... of course if it can't be dedicated then would probably join the larger group as he uses the ramp and would value a cleaning station.

If we can't memorialize the table there are 5 individuals who are interested in helping to fund the cleaning table and would most likely be able to cover the cost.

I have a plumber who offered to run water to the table, his name is Geoff Charvat, 410-603-5621

I have a MD licensed electrician who would be willing to work on the electrical work for lighting, his name is Josh Nuekam, friend of the single benefactor mentioned above. I can get his phone number if we move forward.

Regarding the table itself, I was expecting a quote from a local shop to build tables like the ones at Sunset Marina and Fisherman's Marina but I haven't heard back from them yet.

The 7 1/2 foot Killerdock.com table, without accessories such as sink, hanging hooks, drawers, etc., is \$6,745.00 delivered, see link below.

The contact at Killerdock.com is Josh, josh@killerdock.com, 251-490-6464.

killerdock.com

Please feel free to contact me if you need additional information,

Vince Cannuli
443-424-3474



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJM", written over the name Robert J. Mitchell.

Subject: Conservation Reserve Enhancement Program (CREP)
Permanent Easement Payment Cap

Date: 12/30/24

The Conservation Reserve Enhancement Program (CREP) offers a per-acre, multi-year rental contract to eligible landowners in exchange for conservation practices that convert agricultural lands to protect water quality and our natural resources. The Worcester County Commissioners approved an updated MOU (attached) in early 2024. The updated agreement was needed to accommodate DNR changes within the program regarding implementation of the Maryland Permanent Easement component of the CREP program. There are only nine (9) Maryland counties eligible for this voluntary conservation program and we have the necessary staff to provide the administrative functions required. The County is reimbursed for this work at the rate of 3% of the value of each transaction and at a similar rate of 1.5% for long-term monitoring costs. Land protected by the CREP program will count towards our goals for protection of Agricultural Lands under the *Priority Preservation Element* of the *Worcester County Comprehensive Plan*.

As the attached memorandum from Ms. Munson covers in detail, we are recommending changes to our payment values to protect our conservation easement programs. Typically, lands put into the CREP program are marginal areas of our agricultural properties and are valued less due to development and crop production values. The change is needed to balance the CREP values with our conservation easement payments so that these marginal lands do not outpace the values of our conservation easements and unnecessarily compete with those programs.

We respectfully request an appointment with the County Commissioners to explain this request and seek their approval for this payment cap change. We would then notify DNR upon their consent to our request.

If you have any questions or need any additional information, please do not hesitate to contact us.

Attachments

cc: David Bradford, Deputy Director
Katherine Munson, Planning Manager



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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planning Manager; Lily Wagner, Planner I

Subject: Conservation Reserve Enhancement Program (CREP) Permanent Easement Payment Cap

Date: December 30, 2024

We propose to adjust the CREP Permanent Easement per acre payment cap for Worcester County, to keep the payment consistent with other conservation easement programs in the county. We have discussed this with MD DNR and received permission to adjust the cap should the county commissioners approve it.

The USDA's Conservation Reserve Enhancement Program (CREP), offers a per-acre multi-year rental contract to eligible landowners, in exchange for conservation practices that remove land from agricultural production and protect water quality and natural resources.

The Maryland Department of Natural Resources (DNR) administers a CREP permanent easement program available to landowners through the counties. The CREP permanent easement program pays eligible landowners per acre to extinguish subdivision rights and maintain the conservation practices established by their federal CREP contract, in perpetuity.

Currently, Worcester County holds eight (8) CREP permanent easements; a total of 1,110.22 acres.

Note that Worcester County established a policy, prior to beginning CREP permanent easement acquisitions, that any CREP permanent easement must encumber the entire property. Areas of the property that are not enrolled in a CREP contract or qualify as match are unpaid, but are restricted to agricultural use only, no further subdivision allowed and only one home allowed. For most CREP permanent easement projects this has been only several acres that are unpaid. The reason for this is that if an entire parcel is not encumbered, development rights are not necessarily severed.

Worcester County's Memorandum of Understanding (MOU) with DNR (attached) describes the roles and responsibilities of DNR and the county, as well as the Easement Valuation System (EVS). The EVS is a three-factor formula that considers level of protection, average buffer width and the CREP contract acres on the property. The EVS caps the payment at 75% of the MALPF FMV. 75% of the current MALPF FMV (\$5,337.07) is \$4,002.80 per acre.

The average payment for MALPF easements in Worcester County from FY20 to FY24 was \$2,326.00 per acre and for Rural Legacy, \$2,321.00 per acre. The average payment for CREP permanent easements acquired to date is \$1,738.58 per acre. Properties enrolled in CREP tend to contain poor soils that are less developable than farmland enrolled in MALPF. A payment cap of \$4,002.80 per acre is more than double the average payment for past CREP permanent easements and close to double the majority of payments the county has been making for MALPF or Rural Legacy easements. **We recommend that Worcester County set a cap of no more than 40% of the MALPF FMV value for properties under 50 acres and a cap of 35% for properties larger than 50 acres.** For easements 50 acres and under the capped CREP permanent easement payment per acre would be \$2,135.00. For easements over 50 acres a cap of 35% would be \$1,868.00 per acre. (Note that the MALPF FMV will change each year reflecting market changes.) These caps will ensure that the county (and state) pays fairly, but does not overpay, for CREP permanent easements in Worcester County—as well as establishing equity across all conservation easement programs offered by the county.

We are glad to discuss this matter further as needed.



Wes Moore, Governor
 Aruna Miller, Lt. Governor
 Josh Kurtz, Secretary
 David Goshorn, Deputy Secretary

February 27, 2024

Ms. Katherine Munson
 Worcester County Department of Environmental Programs
 1 West Market Street, Suite 1306, Worcester Co. Gov't Center
 Snow Hill, MD 21863

Dear Ms. Munson:

This letter serves to update and/or establish an agreement between the Maryland Department of Natural Resources (DNR) and Worcester County with regard to implementation of the Maryland Permanent Easement component of the Conservation Reserve Enhancement Program (CREP) operated by the Farm Service Agency of the U.S. Department of Agriculture for the Commodity Credit Corporation. DNR seeks to work in cooperation with counties and other organizations such as land trusts to establish perpetual conservation easements on Conservation Reserve Enhancement Program lands. The following describes the roles and responsibilities consented to by both parties.

DNR Roles & Responsibilities

- DNR provides technical assistance to all CREP Permanent Easement Sponsors regarding the easement component of CREP, including training, materials, resources, documents and guidance.
- DNR coordinates review of the Project Agreement developed for CREP permanent easements so that the Project Agreement can be sent to the Maryland Board of Public Works through Program Open Space. The Project Agreement will provide the information necessary for the CREP permanent easement to be handled by DNR staff and is subject to funding availability and approval by the Board of Public Works.
- Following approval of the CREP Permanent Easement Project Agreement by the Board of Public Works, DNR provides the easement payment to the CREP Sponsor directly. Subject to Board of Public Works approval, DNR may provide, through Program Open Space funds, remittance for administrative costs (up to 3% of easement value), program compliance costs (up to 1.5% of easement value) and project incidental costs including recording fees, settlement fees, attorney fees, surveys and title report costs. Incidental costs must be documented with copies of invoices, a draft HUD-1 Settlement Statement, and reflected in the Project Agreement when the project is submitted.
- In most cases, DNR jointly holds the easements with the local CREP Sponsor under the terms written in the Permanent CREP Deed of Conservation Easement, and DNR will oversee and approve efforts to enforce the easement including, but not limited to, approval of the protocols referenced below (see Sponsor Roles & Responsibilities).

Tawes State Office Building – 580 Taylor Avenue – Annapolis, Maryland 21401
 410-260-8DNR or toll free in Maryland 877-620-8DNR – dnr.maryland.gov – TTY Users Call via the Maryland Relay

Conservation Reserve Enhancement Program (CREP)
MD Permanent Easement Program Worcester County
Agreement with MD DNR, February 27, 2024
Page 2 of 5

Sponsor Roles & Responsibilities

- CREP Sponsor provides outreach and education to landowners and farmers about CREP easements.
- CREP Sponsor coordinates preparation of all the necessary documents of the easement transaction such as preparation of the draft CREP Deed of Conservation Easement, title report, maps, Agreement of Sale, any subordinating agreements, deeds, CREP contract, and any other necessary documentation specified in the Project Agreement or agreed upon by DNR; and
- CREP Sponsor submits a monitoring protocol to DNR for review and approval. The protocol may adhere to the Land Trust Alliance's standards and practices for monitoring and stewardship, and includes:
 - A monitoring form for performing site visits on an eased property.
 - A protocol statement as to how the easement co-holders will work cooperatively and make joint decisions.
 - A protocol statement on who will monitor, how decisions are made, how violations will be addressed, how enforcement will take place, and how and at what point DNR will become directly involved in enforcement.
 - CREP Sponsor and/or designee conducts monitoring site visits and provides documentation with associated backup material resulting from the visit, including completed Monitoring Report forms and relevant photographs, correspondence, surveys, aerial maps, etc., of the site visit to DNR a minimum of every three years beginning at the date of project settlement.
 - CREP Sponsor contacts landowner to schedule the site visit and upon completion notifies the landowner in writing of results of the monitoring visit.
 - Subject to any role which DNR will have in enforcement pursuant to the above-referenced protocols, CREP Sponsor is responsible for enforcing the terms of the easement, addressing violations and ensuring that actions are taken to correct any violations.
 - CREP Sponsor is responsible for notifying DNR of any violations found and corrective actions taken to bring the property into compliance with the easement terms.
 - CREP Sponsor is responsible for maintaining files of monitoring reports and backup documentation and materials for all CREP easements.

Valuation of CREP Permanent Easements.

CREP Sponsor and DNR shall use the following Easement Valuation Formula without alteration or exceptions unless otherwise approved by DNR prior to making an offer to the landowner:

Conservation Reserve Enhancement Program (CREP)
 MD Permanent Easement Program Worcester County
 Agreement with MD DNR, February 27, 2024
 Page 3 of 5

CREP PERMANENT EASEMENT VALUATION FORMULA WORKSHEET

Owner Name(s): _____
 County: _____

STEP 1: APPLICATION OF THREE -FACTOR FORMULA

I. FARM PROTECTION & DEVELOPMENT RIGHTS

- A. Whole Farm Protection & Extinguishes Dev. Rights: _____
 (60%)
- B. Does not achieve Whole Farm protection with the easement:
 (development rights are extinguished) _____
 (50%)
 (please discuss with DNR prior to entering into an Agreement of Sale in these situations)
- C. No Development Rights extinguished:
 (regardless of whether or not whole farm) _____
 (40%)
 (please discuss with DNR prior to entering into an Agreement of Sale in these situations)

II. AVERAGE BUFFER WIDTH FOR RIPARIAN BUFFERS BASED ON NUTRIENT EFFICIENCY (Max 20%)

- A. 35 feet _____
 (0%)
- B. 36-100 feet _____
 (5%)
- C. 101-250 feet _____
 (10%)
- D. 251+ feet _____
 (20%)

III. TOTAL CURRENT CREP CONTRACT ACRES (GOING INTO PERMANENT EASEMENT (Max 20%))

- A. 0 -5 acres _____
 (0%)
- B. 6 – 10 acres _____
 (5%)
- C. 11 – 20 acres _____
 (10%)
- D. 21 – 40 acres _____
 (15%)
- E. 41+ acres _____
 (20%)

Conservation Reserve Enhancement Program (CREP)
 MD Permanent Easement Program Worcester County
 Agreement with MD DNR, February 27, 2024
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THREE-FACTOR FORMULA Percentage Points _____

STEP 2: LEVEL OF PROTECTION: DOES THIS EASEMENT ACHIEVE WHOLE FARM PROTECTION AND EXTINGUISH DEVELOPMENT RIGHTS?

- | | |
|--|----------------|
| A. Whole Farm Protection & Extinguishes Dev. Rights:
(this is on par with Rural Legacy and MALPF caps) | _____
(75%) |
| B. Does not achieve Whole Farm protection with the easement:
(development rights are extinguished) | _____
(60%) |
| C. No Development Rights extinguished:
(regardless of whether or not whole farm is protected by easement) | _____
(55%) |

The purpose of this is to cap the percentage of fee simple FMV that will be paid for an easement.

STEP 3: MULTIPLY TOTAL PERCENTAGE POINTS (with CAP applied) BY THE MALPF PER ACRE FMV, AS PROVIDED BY DNR FOR THE CURRENT FISCAL YEAR

Total percentage points from three factor formula, application of appropriate cap on that percentage total x current MALPF FMV per acre = Easement Per Acre Value.

- | | |
|---|-------|
| A. THREE-FACTOR FORMULA Percentage Points (Step 1) | _____ |
| B. LEVEL OF PROTECTION Percentage Points (Step 2) | _____ |
| C. Select the lower of the above Percentage Points (A or B) | _____ |
| D. Current MALPF FMV per acre (FY ____)* | _____ |
| E. Multiply C and D for Per Acre Easement Value | _____ |
| F. Project Acres (contract and match) | _____ |
| G. Multiply E and F for Total Easement Payment | _____ |

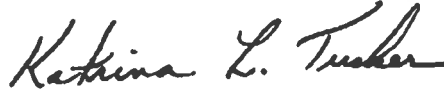
**Please attach the Fiscal Year MALPF FMV chart used that was provided by DNR.*

Conservation Reserve Enhancement Program (CREP)
MD Permanent Easement Program Worcester County
Agreement with MD DNR, February 27, 2024
Page 5 of 5

This agreement is intended to create a cooperative relationship between the CREP Sponsor and the Maryland Department of Natural Resources. Specific conditions of CREP permanent easements and of individual joint easements will be enumerated in separate agreements.



Please evidence your agreement to the terms contained in this letter by signing below.

Sincerely,



Katrina L. Tucker
Conservation Easement Supervisor
MARYLAND DEPARTMENT OF NATURAL RESOURCES

Signed in agreement to the terms contained in this letter:
Worcester County

By: 
Title: 

Please sign the original letter and return to:

Maryland Department of Natural Resources
Land Acquisition & Planning E-4
Attention: Katrina L. Tucker, Conservation Easement Supervisor
580 Taylor Avenue
Annapolis, MD 21401



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

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

Subject: **Solar Power Concerns**
Potential Letter to Landowners

Date: 12/20/24

At the Winter Maryland Association of Counties (MACo) meeting this month, both the County Commissioners and county staff took part in meetings and panels concerning many topics and issues of concern to Maryland jurisdictions and our residents. One topic was solar power. Maryland has set increasingly ambitious renewable energy goals. The Climate Solutions Now Act of 2022 mandates that the state generate 14.5% of its energy from solar by 2030. In 2023, Governor Wes Moore further committed Maryland to achieving 100% clean energy by 2035 through an executive order. Energy transmission over long distances faces large efficiency losses, so geographically close locations for clean energy will be at an increasingly premium demand in years ahead. With the rise of data centers (within Maryland but also elsewhere), electric vehicles, full building electrification, and aggressive climate policies, the state's electricity demand is expected to increase significantly over the next several decades.

The demand for solar projects has impacted planning and land use on the Shore. That pressure, coupled with the preemption granted the Public Service Commission (PSC) over local zoning has also given little wiggle room for oversight on these projects. We heard at the Winter MACo meeting that yet another proposed bill for the next state legislative session designed to give more control back to the counties has been thwarted by the solar lobby and their advocates. Environmental Programs can attest to the aggressive tactics by the solar industry locally and have heard concerns from both the agricultural sector landowners and the members of our county Agricultural Land Preservation Advisory Board. Our agricultural lands are highly profitable for solar development, and preemption prevents counties from prioritizing conservation with solar project restrictions in these areas targeted by a solar project developers. From my conversations with Ms. Keener in DRP, we are not alone in witnessing the industry's push for projects in Worcester.

Within the MACo meetings and conversations, an educational outreach effort from one of our Shore counties was presented to one of our County Commissioners. The presentation for this outreach effort included a mailing from the County Commissioners consisting of a warning letter and specific issues to investigate that our agricultural landowners should take into consideration when reviewing any potential lease or option involving their property.

Attached are two draft documents for the County Commissioners to review that were amended from the shared outreach effort to be more specific to Worcester County. The first includes suggestions for a cover letter and the second includes specific issues to investigate for the landowner. We would respectfully request the Commissioners consider reviewing these documents for use locally with our agricultural producers. The mailings could be targeted to specific areas and acreages, as we have done mass mailings for conservation easements and other communications to our farmers and landowners.

Attachments

cc: Roscoe Leslie
Charlene Sharpe
Jennifer Keener

DRAFT LANDOWNER LETTER COMMENTS

Dear Landowner

The following are suggestions that the County Commissioners may wish to include in this mailing.

- We are writing to share with you things you may wish to consider if you are approached to sign a letter of intent, an option, or a contract to lease your land for use as a solar electric generating facility. Mainly we urge landowners to consult with an attorney prior to signing any legal document. The lease document often references and incorporates a number of other documents including an option agreement (their option to enter into the lease, not yours) a lease agreement, and an easement agreement (allowing them to access and use your property for evaluation, construction, operations and maintenance).
- Please note that if there is an agricultural land conservation easement on your property, entering an agreement with a solar company is likely a violation of the terms of the deed of easement. Please contact Katherine Munson at 410-632-1220 ext 1302 prior to considering entering any lease agreement with a solar company if the property is encumbered by a MALPF, Rural Legacy or other easement.
- Attached to this letter is a list of issues that we suggest you investigate prior to “signing up”—many of these issues have arisen in past experiences with landowners who have leased to solar developers.
- Of Worcester County’s approximately 304,000 acres, 107,000 acres or 35% is classified as “prime farmland” by USDA (soil with highest productivity for producing food crops and, thus, is of national importance for preservation as farmland).
- The pressure for conversion of land from agricultural to solar use is unprecedented and growing. Unlike many other land uses, energy production is exempt from regulation by zoning. The Worcester County Commissioners are concerned that if enough agricultural land is converted to solar facilities, it will significantly contribute to factors impacting the viability of agriculture in Worcester County and the region. Agricultural communities require a critical mass of farms and farmers to sustain agricultural production. As more land transitions from agriculture to non-agricultural uses, fragmentation, adjacent property conflicts, traffic, it becomes more challenging for remaining farms to continue to operate. If enough landowners convert their land to solar operations, it could significantly impact those who are keeping land in agriculture.

**ISSUES TO INVESTIGATE
BEFORE LEASING YOUR LAND FOR SOLAR:**

1. Who is the person soliciting you to sign the option or contract? By whom is the solicitor employed? Are you being pressured to sign quickly? Are verbal promises made to you before signing accurately reflected in the written instruments so that you can enforce them?
2. Is the solar company reputable? How many other solar or wind facilities has the company constructed? How many such facilities does it presently own? What is the average length of time the company actually retains title to a facility before it sells to a third party?
3. Can you speak to landowners who have one of the solar company's facilities on their land?
4. Will such remedies as eviction and suit for damages be available to you as the lessor in the event the solar company fails to pay rent or, through its agents, commits any other serious breach of the lease?
5. Whether you as lessor have the right to require the solar company to purchase a decommissioning bond payable to you as the lessor.
6. If there is an agricultural land conservation easement on your land, will entering into the lease violate the terms the easement? Will entering into the lease prevent you from entering into a **future** land conservation easement? (Contact Katherine Munson at 410-632-1220 ext 1302 for questions related to conservation easements and solar development.)
7. Will signing an options contract prevent you from entering into a future land conservation easement?
8. Will entering into the lease affect existing leases of your land (for example, sharecropping, hunting, residential, *etc.*)?
9. Is the land to be leased in the portion of the County which the County has designated as appropriate for installation of solar facilities?
10. Will entering into the option or lease cause a change in the fair market value of your property and, thus, your equity in the property? If so, will this trigger a breach of your mortgage or deed of trust, as these instruments usually

DRAFT ISSUE LISTING

prohibit the landowner from granting a long-term legal interest to another party without the lender's written consent?

11. Will title to the equipment (solar panels, *etc.*) be pledged as collateral to the solar company's creditor in a publicly recorded financing statement? How does this affect your ability to deal with the solar company if a dispute arises?
12. Whether you must disclose the existence of the option or lease to potential lenders, appraisers and buyers of your land.
13. Will the facility include one or more battery energy storage systems? If so, is there a written emergency plan? What does the emergency plan provide to limit the risks of toxic exposures to airborne fumes in the event of fire? Battery fires are extremely difficult to extinguish.
14. Will entering into the lease, and the possibility of the presence of battery units on your property affect existing insurance coverage of your land?
15. Whether as the lessor of the land, you should require in writing that the solar company obtain your written consent before the company can transfer or assign its interest in the lease.
16. Whether you as lessor will be required to grant any easements or rights-of-way over your remaining land to the solar company.
17. Is any way to absolutely guarantee that when the facility ceases operation (which may occur prior to the expiration of the lease, decades from now), that the then-owner of the facility will remove the equipment and restore the land to its previous condition?
18. If there is to be a decommissioning bond, has the company detailed to you how it will be payable to the Public Service Commission (PSC) or to the County? Typically, the utility scale projects are bonded with the PSC. If the County were to agree at the time to undertake the restoration of your land, how could it do so without permission to enter upon your land? Is it likely that the County would require indemnification from the landowner?
19. Is there any way to be certain that the amount of the decommissioning bond (whoever it is payable to) will be sufficient to remove and dispose of the equipment (title to which is likely held by the secured creditor of the solar company), and restore the land to its previous condition?
20. How will the proposed solar facility affect wildlife, including habitat loss, fragmentation, and degradation, and collision risks?

DRAFT ISSUE LISTING

21. Whether the military has reviewed and approved of the proposed solar facility, as solar facilities can adversely affect military and civilian flight paths due to the glare of reflected sunlight from the panels.
22. Whether your use of your own land will be limited, *e.g.*, will you be able to plant trees as wind blocks or construct farm buildings and bins on areas near the solar array?
23. Whether the lease provides for how damage to the farm, the solar array and infrastructure, and shared roads/ROWs will be repaired or replaced, especially the issues of tiling, fencing and ditches.
24. Whether the solar company is responsible for mowing, weed control, and maintenance of fencing, roads and ditches.
25. Whether you will be able to spray crops, or be otherwise restricted in planting or harvesting, because of the solar facility.
26. With respect to your farming and non-farming beneficiaries, will the rental income stay with the farm or flow to the landowners?
27. Whether you have the right to consider other offers after signing the letter of intent, option or lease.
28. Who will be responsible for environmental and legal compliance and any liability, fines, or other penalties which may arise over the life of the project? You remain the owner of the land.
29. Who will pay the increased property taxes if the assessed use of your land is changed from agricultural to commercial?
30. What is your income tax liability for the option fee and rent you will receive?
31. To what extent will your land become a major construction zone, with heavy and loud trucks and equipment during construction, grading, soil erosion, soil compaction, and the installation of underground equipment and fences around the perimeter of the solar footprint?
32. Whether the solar company will require you to obtain a subordination agreement from your mortgage lender, to ensure that your lender will not evict the solar developer if you fail to pay your mortgage (which your lender may refuse to sign).

DRAFT ISSUE LISTING

33. Whether the lease will prohibit you from further encumbering the land, including refinancing or getting an additional mortgage.
34. Whether you should purchase specific liability insurance to cover potential losses, such as violations of environmental regulations, personal injuries caused by solar array equipment or vehicles, or a neighbor's "nuisance" suit against you because of the glare, electromagnetic signals and low noise levels emitted by the solar array, stormwater displacement, disruption of wildlife patterns affecting hunting, *etc.*
35. Whether throughout the project, the solar company will have adequate comprehensive liability insurance to cover damage to your land and the company's equipment. Should you insist on being named as an additional insured on the company's policy?
36. How are the improvements added to your property by the solar company to be accounted for if you were to sell your property?
37. As the solar array will impact stormwater on your property, will the solar company be responsible for managing stormwater? Will it pay for any required changes to stormwater management or increased maintenance of the stormwater system (*i.e.*, erosion control and keeping drainage ditches/pipes free flowing)?

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: December 19, 2024
SUBJECT: Revised Landfill Operating Hours

Public Works, Solid Waste Division is requesting Commissioner approval to revise the operating hours at Central Site Lane Landfill by opening 30 minutes earlier. The new operating hours would be 7:30am – 4pm (currently 8am – 4pm). We have received input from some commercial haulers that opening earlier would allow them to serve more local residents and operate more efficiently. Anecdotal estimates from the haulers indicated they could service an additional 25 commercial loads per week. The increase would equate to approximately \$3,750 per week (\$195,000 annually) of extra income.

Solid Waste staff is already onsite at 7:30am so the revision would not increase salary expenses. We have verified that our Operating Permit does allow for the earlier.

Please let me know if there are any questions.

cc: Chris Clasing
 David Candy
 Quinn Dittrich

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: December 19, 2024
SUBJECT: Gas Main Relocation at Ocean Pines Wastewater Treatment Plant

Public Works is requesting Commissioner approval to use \$33,574.00 from the Ocean Pines Treatment Plant, Capital Equipment Other WWW Equipment account no. 555.8003.9010.090 to relocate a gas main currently in the berm of the emergency storage lagoon at the plant. The project is part of the preliminary work need to increase the storage capacity of the lagoon to 2.6 million gallons. The gas main is in the way of the proposed work. Funding to increase the lagoon size was included in the approved FY 25 budget and \$300,000.00 is available.

The gas main is owned by Chesapeake Utilities; however the County has to pay for the relocation since the lagoon project was initiated by us. Chesapeake Utilities bid the work out and provided the cost from their low-bid contractor who will complete the work. Payment is made directly to Chesapeake which is why the project is not being bid out by the County.

For future reference, additional funding will be needed in FY 26 to complete the project as the existing budget did not anticipate the relocation of the gas main. The gas main conflicts with a proposed headwall construction which is being required by the Maryland Department of the Environment through their permit review process. The headwall construction was also not anticipated in the original project scope and cost estimate. The gas main relocation and headwall construction are anticipated to add \$150,000 to the cost of the project. The additional funds will be requested as part of the FY 26 budget process. Public Works is proposing to relocate the gas main now with the current funding so as to not delay the project.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
 Tony Fascelli
 Quinn Dittrich

From: [Paul, Joseph A](#)
To: [Tony Fascelli](#)
Subject: OP WWTP
Date: Wednesday, December 18, 2024 7:47:54 AM
Attachments: [image001.png](#)

Tony,

After receiving bids and putting an estimate together, it has been determined that the cost of this relocate will be \$33,574. If you could please provide who the invoice for work should be addressed to, we can get that sent over. Upon payment we can get the work scheduled depending on your time frame.

Thank you,

Joseph Paul
Field Coordinator I

Chesapeake Utilities | Sandpiper Energy
32145 Beaver Run Dr
Salisbury, MD. 21804
Cell: (302) 592-8211



Chesapeake Utilities Corporation (“Chesapeake Utilities”) is an energy delivery company publicly traded on the New York Stock Exchange under the ticker symbol “CPK” (NYSE: CPK). Chesapeake Utilities is not, nor has it ever been, affiliated with Chesapeake Energy Corporation. This email, together with any attachments, is intended only for the use of the party to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or otherwise protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email or its contents is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to the message, and permanently delete this email from your computer and destroy all copies of it.



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1105
P.O. Box 248
SNOW HILL, MARYLAND
21863

ITEM 17

TEL: 410-632-0686
FAX: 410-632-3003

Phillip G. Thompson, CPA
Finance Officer

Jessica R. Wilson, CPA
Deputy Finance Officer

Quinn M. Dittrich, CPA
Enterprise Fund Controller

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Quinn M. Dittrich, CPA, Enterprise Fund Controller
DATE: December 31, 2024
SUBJECT: Request to Transfer Assigned Funds

The Water and Wastewater Service Areas are requesting the transfer of funds from the General Fund as approved by the Commissioners as part of the FY25 Assigned Funds. The following inter-governmental loans and grants are being requested for approval:

Inter-Governmental Loan Requests:

Edgewater Acres:	\$242,000
Landings:	\$790,000
Mystic Harbour:	\$1,730,000
Newark:	\$200,000
Riddle Farm:	\$3,339,010

Grant Request:

Riddle Farm:	\$2,760,177
--------------	-------------

Total:	\$9,061,187
--------	-------------

These loans would not begin repayment until Fiscal Year 2027, with principal and interest starting on July 1, 2026. This would give the areas time to develop a long-term solution before repayment begins. There would be no penalty for early repayment, and interest would only be applied to the remaining principal balance.

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$242,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Edgewater Acres Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Two Hundred Forty-Two Thousand Dollars (\$242,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$790,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Landings Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Seven Hundred Ninety Thousand Dollars (\$790,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$1,730,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Mystic Harbour Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of One Million, Seven Hundred and Thirty Thousand Dollars (\$1,730,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$200,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Newark Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Two Hundred Thousand Dollars (\$200,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$3,339,010.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Riddle Farm Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Three Million, Three Hundred Thirty-Nine Thousand and Ten Dollars (\$1,839,010.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

Sub-Recipient Grant Agreement

This agreement is made between:

This Grant Agreement (“Agreement”) is entered into on January 7, 2025 by the County Commissioners of Worcester County, Maryland (the “County”) and Riddle Farm Sanitary Service Area. (“Grantee”).

1. Purpose

The Grantor is providing \$2,760,177 to the Grantee for Riddle Farm pumping and hauling expenses.

2. Term of Agreement

This agreement covers pumping and hauling expenses that occurred in fiscal year 2018 through fiscal year 2024 and pumping and hauling expenses that are expected to occur in fiscal year 2025.

3. Use of Funds

The Grantee agrees to use the grant funds only for costs directly related to pumping and hauling.

4. Return of Unused Funds

Any funds remaining after fiscal year 2025 must be returned to the Grantor.

Attest:

Signed:

By: _____ (Seal)

Theodore J. Elder
President



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: December 20, 2024

RE: Glen Riddle WPAs

Attached for final approval are two Wastewater Purchase Agreements with Coastal Square LLC and West Ocean City LLC for the purchase of 155 and 12 EDUs, respectively.

The purchase price for each EDU is the standard \$23,535. The County has agreed to accept a 20% deposit with full payment at closing when the repairs to the plant are expected to be finished.

GLEN RIDDLE WASTEWATER PURCHASE AGREEMENT

This Glen Riddle Wastewater Purchase Agreement (“WPA”) is entered into on _____ (“Effective Date”) by the County Commissioners of Worcester County Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”), and Coastal Square LLC (“EDU Purchaser”).

Recitals

- A. The County Commissioners of Worcester County, Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”) are responsible for the maintenance and operation of the Riddle Farm Wastewater Treatment Plant (“WWTP”) ;
- B. The Service Area is undertaking a project (“Project”) to rehabilitate the WWTP to meet and provide its current permit effluent discharge limits and rated hydraulic capacity (“Sewer EDUs”) and it has hired contractors to achieve this goal hopefully within 18 months of the date of this WPA, but Service Area will not guarantee to EDU Purchaser that the work will be completed within this time period; and
- C. This WPA is intended to apply to the sale and allocation of the Sewer EDUs.

Terms

The parties agree as follows:

- 1. **Quantity.** EDU Purchaser will purchase from Service Area 155 Sewer EDUs (“Purchaser’s EDUs”) under the terms of this WPA.
- 2. **Cost and Deposit.** EDU Purchaser must pay to Service Area \$23,535 per Sewer EDU, for a total sum of \$3,647,925 (“Sewer EDU Purchase Price”) for Purchaser’s EDUs as follows:
 - 2.1. Upon the signing of this WPA, a deposit of 20% of the Sewer EDU Purchase Price, which equals \$729,585, must be paid to Service Area and deposited into an interest-bearing escrow account; and
 - 2.2. The balance of the Sewer EDU Purchase Price must be paid in cash to Service Area at Closing.
- 3. **Contingencies.** This WPA and the obligations of the parties to settle is

contingent upon the following matters being completed:

- 3.1. Service Area receiving from EDU Purchaser the deposit referred to in this WPA;
- 3.2. Service Area obtaining all necessary Federal, State, or local regulatory permits, conditions, and approvals for the Project;
- 3.3. The expiration of any appeal periods from the Federal, State, and local regulatory permits, conditions, and approvals referenced in this agreement and without an appeal having been filed;
- 3.4. Service Area pursuing the Project in good faith until its completion as determined by the Service Area and any other applicable regulator (“Completion”) to ensure that the WWTP has the capacity to provide service for the Sewer EDUs; and
- 3.5. The installation of the necessary infrastructure to deliver wastewater from the Sewer EDUs through transmission lines to be installed at certain locations (“Transmission Lines”), such that EDU Purchaser may gain access to and connect to said Transmission Lines. It is the responsibility of EDU Purchaser to take whatever steps are necessary to connect EDU Purchaser’s properties to the Transmission Lines, including but not limited to, engineering plans, regulatory permits and/or approvals, easements or other such matters and at the sole cost and expense of EDU Purchaser.

4. Closing

- 4.1. Closing shall occur within 2 weeks of all contingencies above being fully satisfied or by May 31, 2026, whichever is first. Should the contingencies not be fully satisfied by May 31, 2026, EDU Purchaser may extend that date at its option. But, under no circumstance shall EDU Purchaser be required to close on the Sewer EDUs until those contingencies are met.
- 4.2. Closing for a partial number of Sewer EDUs may occur earlier at EDU Purchaser’s option, if:
 - 4.2.1. A partial amount of Sewer EDUs is available for service before Completion as determined by the Service Area and any other applicable regulator;
 - 4.2.2. Service of these Sewer EDUs is approved by all regulatory entities with jurisdiction over the WWTP; and

4.2.3. EDU Purchaser agrees to pay all additional costs for effectuating such service, such as pumping and hauling directly from EDU Purchaser's property as opposed to/from the WWTP or other County- and State-approved methods, until such time as Project is complete, etc. Such costs will be in addition to the standard customer rates and reflect the additional costs of providing service before Completion.

5. Closing Costs.

5.1. EDU Purchaser shall pay the costs (if any) of notary fees, settlement fees, charges, expenses and other customary costs necessary to consummate the closing. Each party shall pay its own legal fees.

6. Representations and Warranties.

6.1. **Service Area.** Service Area is the governing body of the Riddle Farm Service Area, and as such, has authority to enter into this WPA.

6.2. EDU Purchaser's Representations.

EDU Purchaser warrants to Seller that, as of the Effective Date: (a) EDU Purchaser is a duly organized and validly existing limited liability company organized under the laws of the State of Delaware, is in good standing and is qualified to conduct business in the State of Maryland, including such qualifications as may be required from time to time in order to conduct business in State of Maryland; (b) EDU Purchaser has authority to enter into this WPA and to perform its obligations under this WPA; and (c) this WPA does not and will not at closing constitute a default under or violate any document, agreement, judgment, or order to which EDU Purchaser is a party or by which EDU Purchaser is bound.

7. Remedies.

7.1. Service Area Remedies.

If EDU Purchaser defaults in its obligation to make full settlement under this WPA at any closing under this agreement, or if EDU Purchaser shall default in any of its other obligations under this agreement and fails to cure the default in such other obligation within 30 days after receipt of written notice from Service Area, then and in either such event, the Deposit shall be forfeited by EDU Purchaser and retained by Service Area and Service Area shall have any and all rights available at law or in equity against EDU Purchaser resulting from said breach.

7.2. EDU Purchaser's Remedies.

If EDU Purchaser shall have tendered performance under this agreement and Service Area shall default in the performance of its obligation to complete any closing under this agreement, and Service Area shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, or shall Service Area default in any of its other obligations under this agreement and shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, then and in either such event EDU Purchaser may, as its sole and exclusive remedy, terminate this WPA by delivering written notice thereof to Service Area, and the Deposit shall be refunded to EDU Purchaser in accordance with this WPA.

8. Force Majeure.

Service Area shall be liable or responsible for (each, an event of "Force Majeure") (i) any delays in the performance of its obligations under this WPA caused by moratoria imposed by applicable governmental authorities that prevent obtaining the approvals needed to perform said obligations, or caused by strikes, work stoppages, riots, acts of God (including inclement weather), casualty, war, governmental laws, or restrictions; or (ii) unanticipated delays by applicable governmental authorities in reviewing, considering or granting the approvals needed to perform such obligations; provided, however, that Service Area shall have exercised reasonable diligence in attempting to perform said obligations or obtain such approvals.

9. Notices.

Any and all notices required or permitted to be provided under this agreement shall be in writing and shall be delivered (addressed as follows) by one of the following methods: (i) in person with signed receipt, (ii) by a nationally recognized overnight courier service (e.g., Federal Express), (iii) by United States certified mail, postage prepaid, return receipt requested, or (iv) by fax (with proof of confirmed delivery):

As to Service Area:

The County Commissioners of Worcester County, Maryland One
West Market Street, Room 1103

Snow Hill, MD21863

As to EDU Purchaser:

Coastal Square LLC c/o Brian Farnan

105 Foulk Road

Wilmington, DE 19803

With copy to:

Mark Spencer Cropper, Esq.

Ayres, Jenkins, Gordy and Almand, P.A.

6200 Coastal Highway, Suite 200

Ocean City, Maryland 21842

Any notice delivered in person, by fax, or by overnight courier service shall be deemed to have been given and received on the date of actual delivery. Notice by mail shall be deemed to be delivered on the date that is 3 days following the date of mailing said notice. Refusal to accept delivery of notice shall be deemed receipt under this agreement.

10. General Provisions.

10.1. Assignment by EDU Purchaser.

EDU Purchaser is prohibited from assigning or otherwise transferring any of its rights or obligations under this WPA without obtaining the prior written consent of Service Area, which consent may be withheld by Service Area in their sole and absolute discretion. Any attempted assignment will be void.

10.2. Governing Law/Jurisdiction.

This WPA is governed by and interpreted in accordance with the laws of the State of Maryland. 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.

10.3. Headings, Section Numbers, Gender, Etc.

The headings set forth at the beginning of each of the Paragraphs of this WPA are inserted for convenience of reference only, and do not form a part of this WPA or limit, expand, or otherwise change the meaning of any provision of this WPA. Unless otherwise indicated, all references to Section numbers shall mean the corresponding

Section contained in this WPA. Any reference herein to the singular shall include the plural and vice versa and reference to the male, female or neuter gender shall include reference to all other genders.

10.4. Dates.

Any date specified in this WPA which is a Saturday, Sunday, or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday, or legal holiday.

10.5. Representation by Counsel.

Each party to this WPA has been represented by separate and independent counsel and all provisions of this WPA have been fully negotiated. No provision shall be interpreted against either party merely because such provision was drafted by such party or such party's counsel.

10.6. Binding Effect; Entire Agreement.

This WPA shall be binding up and inure to the benefit of the parties and their heirs, successors, administrators, personal representatives and assigns, and constitutes the sole and entire agreement and understanding between the parties, who shall not be bound by any understandings, agreements, terms, statements or representations, oral or written, not set forth in this WPA. This WPA supersedes all prior or contemporaneous oral or written offers, proposals, discussions, understandings, statements, representations, and agreements with respect to the subject matter hereof. Except for the representations and warranties set forth in this WPA, EDU Purchaser is not and will not be relying on any other statement made or information provided to EDU Purchaser by Service Area, or any of its consultants, agents, or representatives, or by any person purporting to represent any of the foregoing. This WPA may not be changed orally, but only by an agreement in writing executed by all parties.

10.7. Waiver.

No exercise or waiver of any right or remedy provided for herein shall operate as a waiver of any right or remedy, except as otherwise provided in this WPA. No delay, forbearance, or neglect on the part of a party in the exercise of a right or remedy shall operate as a waiver thereof.

10.8. Counterparts.

This WPA may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed to be a single instrument.

10.9. Partial Invalidity.

If any provision of this WPA shall be held invalid or unenforceable by any court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this WPA shall be construed as if such invalid or unenforceable provision were never contained herein.

10.10. Recitals and Exhibits.

All Exhibits referred to in this WPA are incorporated and made a part of this WPA by reference, as are each of the Recitals set forth above. Any Exhibit not available at the time this WPA is executed shall be agreed upon, initialed, and attached by the parties as soon after execution as is practicable, but failure to attach any Exhibit shall not affect the validity of this WPA unless the parties are in material disagreement as to the content thereof.

10.11. No Partnership.

Nothing contained in this WPA shall be deemed or construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among Service as one party and EDU Purchaser as the other.

10.12. No Recordation.

Neither this WPA nor any memorandum or notice hereof shall be recorded in any public office without the prior written consent of all parties to this WPA, which consent may be withheld by any party in its sole and absolute discretion

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

Attest:

**County Commissioners of
Worcester County, Maryland**
Service Area

Weston S. Young
Chief Administrative Officer

_____(Seal)
Theodore J. Elder
President

Witness

Coastal Square LLC

EDU Purchaser

_____(Seal)
By:

GLEN RIDDLE WASTEWATER PURCHASE AGREEMENT

This Glen Riddle Wastewater Purchase Agreement (“WPA”) is entered into on _____ (“Effective Date”) by the County Commissioners of Worcester County Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”), and West Ocean City LLC (“EDU Purchaser”).

Recitals

- A. The County Commissioners of Worcester County, Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”) are responsible for the maintenance and operation of the Riddle Farm Wastewater Treatment Plant (“WWTP”) ;
- B. The Service Area is undertaking a project (“Project”) to rehabilitate the WWTP to meet and provide its current permit effluent discharge limits and rated hydraulic capacity (“Sewer EDUs”) and it has hired contractors to achieve this goal hopefully within 18 months of the date of this WPA, but Service Area will not guarantee to EDU Purchaser that the work will be completed within this time period; and
- C. This WPA is intended to apply to the sale and allocation of the Sewer EDUs.

Terms

The parties agree as follows:

- 1. **Quantity.** EDU Purchaser will purchase from Service Area 12 Sewer EDUs (“Purchaser’s EDUs”) under the terms of this WPA.
- 2. **Cost and Deposit.** EDU Purchaser must pay to Service Area \$23,535 per Sewer EDU, for a total sum of \$282,420 (“Sewer EDU Purchase Price”) for Purchaser’s EDUs as follows:
 - 2.1. Upon the signing of this WPA, a deposit of 20% of the Sewer EDU Purchase Price, which equals \$56,484, must be paid to Service Area and deposited into an interest-bearing escrow account; and
 - 2.2. The balance of the Sewer EDU Purchase Price must be paid in cash to Service Area at Closing.
- 3. **Contingencies.** This WPA and the obligations of the parties to settle is

contingent upon the following matters being completed:

- 3.1. Service Area receiving from EDU Purchaser the deposit referred to in this WPA;
- 3.2. Service Area obtaining all necessary Federal, State, or local regulatory permits, conditions, and approvals for the Project;
- 3.3. The expiration of any appeal periods from the Federal, State, and local regulatory permits, conditions, and approvals referenced in this agreement and without an appeal having been filed;
- 3.4. Service Area pursuing the Project in good faith until its completion as determined by the Service Area and any other applicable regulator (“Completion”) to ensure that the WWTP has the capacity to provide service for the Sewer EDUs; and
- 3.5. The installation of the necessary infrastructure to deliver wastewater from the Sewer EDUs through transmission lines to be installed at certain locations (“Transmission Lines”), such that EDU Purchaser may gain access to and connect to said Transmission Lines. It is the responsibility of EDU Purchaser to take whatever steps are necessary to connect EDU Purchaser’s properties to the Transmission Lines, including but not limited to, engineering plans, regulatory permits and/or approvals, easements or other such matters and at the sole cost and expense of EDU Purchaser.

4. Closing

- 4.1. Closing shall occur within 2 weeks of all contingencies above being fully satisfied or by May 31, 2026, whichever is first. Should the contingencies not be fully satisfied by May 31, 2026, EDU Purchaser may extend that date at its option. But, under no circumstance shall EDU Purchaser be required to close on the Sewer EDUs until those contingencies are met.
- 4.2. Closing for a partial number of Sewer EDUs may occur earlier at EDU Purchaser’s option, if:
 - 4.2.1. A partial amount of Sewer EDUs is available for service before Completion as determined by the Service Area and any other applicable regulator;
 - 4.2.2. Service of these Sewer EDUs is approved by all regulatory entities with jurisdiction over the WWTP; and

4.2.3. EDU Purchaser agrees to pay all additional costs for effectuating such service, such as pumping and hauling directly from EDU Purchaser's property as opposed to/from the WWTP or other County- and State-approved methods, until such time as Project is complete, etc. Such costs will be in addition to the standard customer rates and reflect the additional costs of providing service before Completion.

5. Closing Costs.

5.1. EDU Purchaser shall pay the costs (if any) of notary fees, settlement fees, charges, expenses and other customary costs necessary to consummate the closing. Each party shall pay its own legal fees.

6. Representations and Warranties.

6.1. **Service Area.** Service Area is the governing body of the Riddle Farm Service Area, and as such, has authority to enter into this WPA.

6.2. EDU Purchaser's Representations.

EDU Purchaser warrants to Seller that, as of the Effective Date: (a) EDU Purchaser is a duly organized and validly existing limited liability company organized under the laws of the State of Delaware, is in good standing and is qualified to conduct business in the State of Maryland, including such qualifications as may be required from time to time in order to conduct business in State of Maryland; (b) EDU Purchaser has authority to enter into this WPA and to perform its obligations under this WPA; and (c) this WPA does not and will not at closing constitute a default under or violate any document, agreement, judgment, or order to which EDU Purchaser is a party or by which EDU Purchaser is bound.

7. Remedies.

7.1. Service Area Remedies.

If EDU Purchaser defaults in its obligation to make full settlement under this WPA at any closing under this agreement, or if EDU Purchaser shall default in any of its other obligations under this agreement and fails to cure the default in such other obligation within 30 days after receipt of written notice from Service Area, then and in either such event, the Deposit shall be forfeited by EDU Purchaser and retained by Service Area and Service Area shall have any and all

rights available at law or in equity against EDU Purchaser resulting from said breach.

7.2. EDU Purchaser's Remedies.

If EDU Purchaser shall have tendered performance under this agreement and Service Area shall default in the performance of its obligation to complete any closing under this agreement, and Service Area shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, or shall Service Area default in any of its other obligations under this agreement and shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, then and in either such event EDU Purchaser may, as its sole and exclusive remedy, terminate this WPA by delivering written notice thereof to Service Area, and the Deposit shall be refunded to EDU Purchaser in accordance with this WPA.

8. Force Majeure.

Service Area shall be liable or responsible for (each, an event of "Force Majeure") (i) any delays in the performance of its obligations under this WPA caused by moratoria imposed by applicable governmental authorities that prevent obtaining the approvals needed to perform said obligations, or caused by strikes, work stoppages, riots, acts of God (including inclement weather), casualty, war, governmental laws, or restrictions; or (ii) unanticipated delays by applicable governmental authorities in reviewing, considering or granting the approvals needed to perform such obligations; provided, however, that Service Area shall have exercised reasonable diligence in attempting to perform said obligations or obtain such approvals.

9. Notices.

Any and all notices required or permitted to be provided under this agreement shall be in writing and shall be delivered (addressed as follows) by one of the following methods: (i) in person with signed receipt, (ii) by a nationally recognized overnight courier service (e.g., Federal Express), (iii) by United States certified mail, postage prepaid, return receipt requested, or (iv) by fax (with proof of confirmed delivery):

As to Service Area:

The County Commissioners of Worcester County, Maryland One
West Market Street, Room 1103
Snow Hill, MD21863

As to EDU Purchaser:

West Ocean City LLC c/o Brian Farnan

105 Foulk Road
Wilmington, DE 19803

With copy to:

Mark Spencer Cropper, Esq.
Ayres, Jenkins, Gordy and Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, Maryland 21842

Any notice delivered in person, by fax, or by overnight courier service shall be deemed to have been given and received on the date of actual delivery. Notice by mail shall be deemed to be delivered on the date that is 3 days following the date of mailing said notice. Refusal to accept delivery of notice shall be deemed receipt under this agreement.

10. General Provisions.

10.1. Assignment by EDU Purchaser.

EDU Purchaser is prohibited from assigning or otherwise transferring any of its rights or obligations under this WPA without obtaining the prior written consent of Service Area, which consent may be withheld by Service Area in their sole and absolute discretion. Any attempted assignment will be void.

10.2. Governing Law/Jurisdiction.

This WPA is governed by and interpreted in accordance with the laws of the State of Maryland. 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.

10.3. Headings, Section Numbers, Gender, Etc.

The headings set forth at the beginning of each of the Paragraphs of this WPA are inserted for convenience of reference only, and do not form a part of this WPA or limit, expand, or otherwise change the

meaning of any provision of this WPA. Unless otherwise indicated, all references to Section numbers shall mean the corresponding Section contained in this WPA. Any reference herein to the singular shall include the plural and vice versa and reference to the male, female or neuter gender shall include reference to all other genders.

10.4. Dates.

Any date specified in this WPA which is a Saturday, Sunday, or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday, or legal holiday.

10.5. Representation by Counsel.

Each party to this WPA has been represented by separate and independent counsel and all provisions of this WPA have been fully negotiated. No provision shall be interpreted against either party merely because such provision was drafted by such party or such party's counsel.

10.6. Binding Effect; Entire Agreement.

This WPA shall be binding up and inure to the benefit of the parties and their heirs, successors, administrators, personal representatives and assigns, and constitutes the sole and entire agreement and understanding between the parties, who shall not be bound by any understandings, agreements, terms, statements or representations, oral or written, not set forth in this WPA. This WPA supersedes all prior or contemporaneous oral or written offers, proposals, discussions, understandings, statements, representations, and agreements with respect to the subject matter hereof. Except for the representations and warranties set forth in this WPA, EDU Purchaser is not and will not be relying on any other statement made or information provided to EDU Purchaser by Service Area, or any of its consultants, agents, or representatives, or by any person purporting to represent any of the foregoing. This WPA may not be changed orally, but only by an agreement in writing executed by all parties.

10.7. Waiver.

No exercise or waiver of any right or remedy provided for herein shall operate as a waiver of any right or remedy, except as otherwise provided in this WPA. No delay, forbearance, or neglect on the part

of a party in the exercise of a right or remedy shall operate as a waiver thereof.

10.8. Counterparts.

This WPA may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed to be a single instrument.

10.9. Partial Invalidity.

If any provision of this WPA shall be held invalid or unenforceable by any court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this WPA shall be construed as if such invalid or unenforceable provision were never contained herein.

10.10. Recitals and Exhibits.

All Exhibits referred to in this WPA are incorporated and made a part of this WPA by reference, as are each of the Recitals set forth above. Any Exhibit not available at the time this WPA is executed shall be agreed upon, initialed, and attached by the parties as soon after execution as is practicable, but failure to attach any Exhibit shall not affect the validity of this WPA unless the parties are in material disagreement as to the content thereof.

10.11. No Partnership.

Nothing contained in this WPA shall be deemed or construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among Service as one party and EDU Purchaser as the other.

10.12. No Recordation.

Neither this WPA nor any memorandum or notice hereof shall be recorded in any public office without the prior written consent of all parties to this WPA, which consent may be withheld by any party in its sole and absolute discretion

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

Attest:

**County Commissioners of
Worcester County, Maryland**
Service Area

Weston S. Young
Chief Administrative Officer

_____(Seal)
Theodore J. Elder
President

Witness

West Ocean City LLC

EDU Purchaser

_____(Seal)
By:



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: December 31, 2024

RE: Local Water Sewer Advisory Boards

Local water and sewer advisory boards have been created by resolution, which is essentially a vote of the Commissioners. See attached. The original language of the resolution says that members must be residents of the service area.

However, if the Commissioners desire, the membership qualifications can be modified by a majority Commissioner vote. The Commissioners could allow residents of service areas that are being served by another service area to be members of the other's advisory board.

RESOLUTION CREATING WATER AND SEWER ADVISORY COUNCILS

WHEREAS, the Worcester County Sanitary Commissioners have adopted Articles of Dissolution which provide for the dissolution and abolishment of the Sanitary Commission and District as of November 19, 1993; and

WHEREAS, the County Commissioners have determined it to be advisable and beneficial to appoint certain Advisory Councils to assist the County Commissioners in matters relating to the continued provision of water and sewer services in the various service areas and shared facilities areas within Worcester County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS that:

1. There shall be appointed an Ocean Pines Service Area Water and Sewer Advisory Council, a West Ocean City Service Area Water and Sewer Advisory Council, and such other Advisory Councils as may be determined necessary by the County Commissioners. Each Advisory Council shall consist of five persons who shall be residents of the respective Service Area.

2. Council members shall be appointed for four year terms provided, however, that the initial terms may be for less than four years in order to create staggered terms. Said Council members shall receive no compensation but may receive an expense allowance as may be authorized in the Budget by the County Commissioners for attendance at meetings.

3. Each Advisory Council shall have the following responsibilities and duties with respect to water and sewer services within the Service Area for which they are appointed.

- 1) Advise the County Commissioners on the water and sewer needs of the Service Area. Review any amendments of the County Water and Sewerage Plan pertaining to said Service Area. Make recommendations to the County Commissioners on policies and procedures for the provisions of water and sewer services in the Service Area.
- 2) Review charges and fees for water and sewerage services for the Service Area and make recommendations to the County Commissioners for changes in fees.
- 3) Review the proposed annual budget for the Service Area, as prepared by the Director of Water and Sewer Services, and provide comments and recommendations on said budget as it relates to the Service Area.
- 4) Such other additional duties as may be assigned, from time to time, by the County Commissioners.

4) The County Commissioners may remove any member of a Water and Sewer Advisory Council from office for misconduct, incompetency, neglect of duty or other sufficient cause, upon written charges and after a hearing after at least fifteen days notice.

AND BE IT FURTHER RESOLVED that this Resolution shall be effective November 19, 1993 which is the effective date of the Articles of Dissolution of the Sanitary Commission and District.

ATTEST:


John A. Yankus
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS


John E. Bloxom, President


Jeanne Lynch


Floyd F. Bassett, Jr.

Reginald T. Hancock

George M. Hurley

**RESOLUTION CREATING THE MYSTIC HARBOUR SERVICE AREA
WATER AND SEWER ADVISORY COUNCIL**

WHEREAS, the County Commissioners of Worcester County adopted, on November 19, 1993, a Resolution Creating Water and Sewer Advisory Councils; and

WHEREAS, the Resolution appointed an Ocean Pines Service Area Water and Sewer Advisory Council, a West Ocean City Service Area Water and Sewer Advisory Council, and such other Advisory Councils as may be determined by the County Commissioners; and

WHEREAS, the Resolution established membership requirements, terms, compensation, responsibilities and duties, and removal procedures for members of the Advisory Councils; and

WHEREAS, the County Commissioners have determined the need for the creation of a Mystic Harbour Service Area Water and Sewer Advisory Council.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. In accordance with the Resolution Creating Water and Sewer Advisory Councils adopted by the County Commissioners on November 19, 1993 (the Resolution), there shall be appointed a Mystic Harbour Service Area Water and Sewer Advisory Council.
2. The provisions for membership requirements, terms, compensation, responsibilities and duties, and removal procedures for members of the Mystic Harbour Service Area Water and Sewer Advisory Council shall be as established in the Resolution, except that there shall be seven members who shall be residents of the Mystic Harbour Service Area.
3. The County Commissioners reserve the right to abolish, amend or merge the Mystic Harbour Service Area Water and Sewer Advisory Council into another Advisory Council at their sole discretion.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

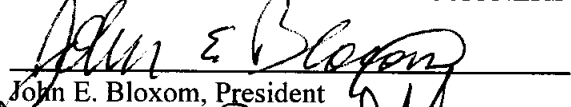
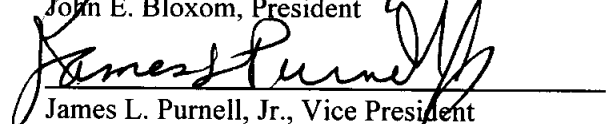
PASSED AND ADOPTED this 1st day of February, 2005.

ATTEST:

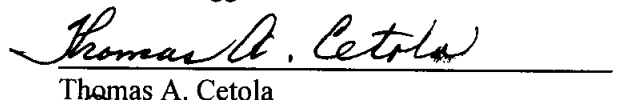
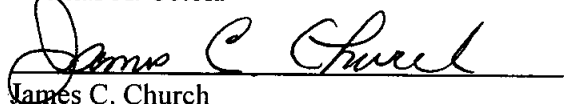
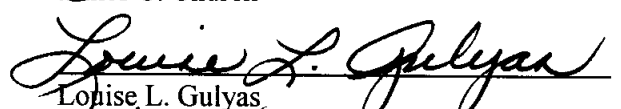
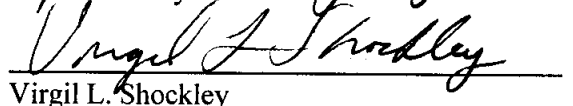


Gerald T. Mason
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS


John E. Bloxom, President
James L. Purnell, Jr., Vice President

Judith O. Boggs


Thomas A. Cetola
James C. Church
Louise L. Gulyas
Virgil L. Shockley

TO: Worcester County Commissioners
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: December 30, 2024
SUBJECT: FY26 Budget Schedule

Attached, please find the Budget Schedule for fiscal year 2026 that was approved at the November 6, 2024 Commissioners meeting. The schedule was approved with a "To Be Determined" date for one of the Commissioner Operating Budget Review with Selected Departments/Agencies.

The regularly scheduled meeting on April 15, 2025 was taken off the schedule due to the Hurricane Conference falling on the week of April 14th. There are several key staff members out of the office the week of April 21st for spring break.

There is currently one Budget work session scheduled on Tuesday, April 8, 2025 from 9am until 4pm and one additional work session is needed. The following are options for the additional budget meeting in April:

Tuesday, April 1, 2025 from 1pm-4pm
Monday, April 7, 2025 either 9am-12pm or 1pm-4pm
Wednesday, April 9, 2025 either 9am-12pm or 1pm-4pm
Thursday, April 10, 2025 either 9am-12pm or 1pm-4pm
Friday, April 11, 2025 either 9am-12pm or 1pm-4pm



Worcester County Administration

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WORCESTER COUNTY FY2026 Budget Schedule

(Approved November 6, 2024)

Wednesday, December 4, 2024	FY2026 Operating Budget Information Available for Distribution
Tuesday, January 21, 2025	Department & Agency Operating Budget finalized in New World Systems and submitted to Budget Officer
February 10, 11, 12, 2025	Departments meet with County Administrator and Budget Officer
Wednesday, February 12, 2025	Operating Budgets Submitted to County Administrator from Municipals and Ocean Pines Association Board of Education submit to County Administrator MOE for FY2026 Board of Education submit to County Administrator Non-Recurring FY2026
Tuesday, March 4, 2025	County Commissioners review requests of Municipalities & Ocean Pines Association
Tuesday, March 4, 2025	Operating Budget from Board of Education submitted to County Administrator
Tuesday, March 18, 2025	Requested FY2026 Consolidated Operating Budget to Commissioners Non-Recurring MOE Discussion–Deadline to file March 31 Maintenance of Effort Discussion - Deadline to file MOE Waiver is April 1
Tuesday, April 8, 2025	Budget work session/Discussion with Board of Education Commissioner Operating Budget Review with Selected Departments/Agencies (9-4)
****TBD****	Commissioner Operating Budget Review with Selected Departments/Agencies (1-4)
Tuesday, May 6, 2025	Requested FY2026 Operating Budget Public Hearing
Tuesday, May 13, 2025	Budget Work Session Discussion with Departments personnel matters
Tuesday, May 20, 2025	Budget Work Session (start 1:00 pm)
Tuesday, June 3, 2025	FY2026 Consolidated General Fund Operating Budget Adopted Proposed FY2026 Enterprise Funds Public Hearing at Government Center
Tuesday, June 17, 2025	FY2026 Water & Wastewater Services Enterprise Fund Budget Adopted FY2026 Solid Waste Enterprise Fund Budgets Adopted



COMMISSIONERS
 Theodore J. Elder, President
 Eric J. Fiori, Vice President
 Caryn Abbott
 Madison J. Bunting, Jr.
 Anthony W. Bertino, Jr.
 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
 Deputy Administrative Officer
 Roscoe R. Leslie
 County Attorney

December 23, 2024

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2025

President Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board

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

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB - memo attached

Commissioner Bunting - You have Two (2) positions open:

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB - memo attached
- Harry Hammond – Term Ending – Social Services Advisory Bd.

Commissioner Abbott – You have Three (3) positions open:

- Kathleen Palmer – **Resigned** – Commission for Women
- Kevin Holland – Term Ending – Building Code Appeals Bd.
- Mike Hooks - Term Ending – Recreation Advisory Bd

Commissioner Mitrecic – You have Two (2) positions open:

- Bill Paul – **Resigned** – Building Code Appeals Board
- Kimbrey List – Termed Out – Commission for Women

Commissioner Elder – All of your positions have been assigned, Thank you!

Commissioner Fiori - You have Nine (9) positions open:

- Joe Schanno – Term Ending – Economic Development
- 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).

(2) -Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway) (Replacement available). 1- Term Ending – Kim Moses

(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 – 2 regular member vacancy available and an alternate member, See attached

(2) – Solid Waste Advisory Board – Town of Pocomoke (Soloh) and Town of Snow Hill (Pruitt)

(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

(2- Total): Commission for Women:

(2) Resigned -Elizabeth Rodier - (Fiori), Kathleen Palmer (Abbott)

(2) Worcester County Youth Council – New Appointments – Jake Harner (gr.11, SDHS), Kellen Lloyd (gr. 9, SDHS)

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
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20-24-28
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20-24-28

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
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
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20-24-28

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 Replacement Avail.
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
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

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	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
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Joe Schanno	D-3, Fiori	West Ocean City	*19-20, 20-24
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25
Steven Habeger	D-5, Bertino	Ocean Pines	19-23-27
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19-23-27
Stephen Kolarik, Jr.	D-6, Bunting	Bishopville	23-27
C.D. Hall	D-1, Abbott	Pocomoke	*22-24-28

Prior Members: Since 1972

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

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

Thomas W. Davis, Sr. (99-09)
Mickey Ashby (00-12)
Priscilla Pennington-Zytowicz (09-14)
Barbara Purnell (08-15)
Timothy Collins (03-15)
Joshua Nordstrom (12-16)
William Sparrow (16-18)
Greg Shockley (14-18)
Tom Terry (15-19)
John Glorioso (08-19)
Ralph Shockley (*08-21)
Robert Clarke (*08-22)
Marc Scher (*19-22)
Robert Fisher (87-22)

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
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
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)	Scot Tingle 14-24
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)	

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

ITEM 21

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24-28
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24-28
Tina Kolarik	Dist. 6 - Bunting	Resident -Bishopville	24-28

Prior Members:

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

Since 2009

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

Charlie Dorman (12-19)
Gee Williams (09-21)
Bobbi Sample (17-23)
Steve Ashcraft (19-24)

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)	

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
Review and comment on proposed annual Recreation Department budget.

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Mike Hooks	D-1, Abbott	Pocomoke	12-16-20, 20-24
William Gabeler	D-6, Bunting	Ocean Pines	21-25
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17-21-25
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18-22-26
John Gehrig	D-7, Mitrecic	Ocean City	14-18-22-26
Joseph Stigler	D-4, Elder	Snow Hill	*21-23-27
Missy Denault	D-5, Bertino	Berlin	*15-16-20-24-28

Prior Members: Since 1972

Howard Taylor	Warren Mitchell	Jr.(83-98)	Shawn Johnson(15-19)
Arthur Shockley	Edith Barnes	Richard Ramsay (93-98)	Devin Bataille (19-20)
Rev. Ray Holsey	Glen Phillips	Mike Daisy (98-99)	Chris Klebe (*11-21)
William Tingle	Gerald Long	Cam Bunting (95-00)	
Mace Foxwell	Lou Ann Garton	Charlie Jones (98-03)	
Nelson Townsend	Milton Warren	Rick Morris (03-05)	
J.D. Townsend	Ann Hale	Gregory Purnell (97-06)	
Robert Miller	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Jon Stripling	Vernon Davis	Barbara Kissel (00-09)	
Hinson Finney	Rick Morris	Alfred Harrison (92-10)	
John D. Smack, Sr.	Joe Lieb	Janet Rosensteel (09-10)	
Richard Street	Donald Shockley	Tim Cadotte (02-12)	
Ben Nelson	Fulton Holland (93-95)	Craig Glovier (08-12)	
Shirley Truitt	Gregory Purnell (83-96)	Joe Mitrecic (10-14)	
Cyrus Teter	Vernon Redden,	Sonya Bounds (12-15)	
		Burton Anderson (05-15)	
		William Regan (02-16)	

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25
Voncelia Brown	D-3, Church	Berlin	16-19-22-25
Mary White	At-Large	Berlin	*17-19-22-25
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20-24-28

Prior Members: (Since 1994)

Ron Cascio (94-96)
 Roger Vacovsky, Jr. (94-96)
 Lila Hackim (95-97)
 Raymond Jackson (94-97)
 William Turner (94-97)
 Vernon "Corey" Davis, Jr. (96-98)
 Robert Mangum (94-98)
 Richard Rau (94-96)
 Jim Doughty (96-99)
 Jack Peacock (94-00)
 Hale Harrison (94-00)
 Richard Malone (94-01)
 William McDermott (98-03)
 Fred Joyner (99-03)
 Hugh McFadden (98-05)
 Dale Pruitt (97-05)

Frederick Stiehl (05-06)
 Eric Mullins (03-07)
 Mayor Tom Cardinale (05-08)
 William Breedlove (02-09)
 Lester D. Shockley (03-10)
 Woody Shockley (01-10)
 John C. Dorman (07-10)
 Robert Hawkins (94-11)
 Victor Beard (97-11)
 Mike Gibbons (09-14)
 Hank Westfall (00-14)
 Marion Butler, Sr. (00-14)
 Robert Clarke (11-15)
 Bob Donnelly (11-15)
 Howard Sribnick (10-16)
 Dave Wheaton (14-16)
 Wendell Purnell (97-18)
 George Tasker (*15-20)

Rodney Bailey *19
 Steve Brown *10-19
 Bob Augustine 16-19
 Michael Pruitt *15-19
 James Rosenburg (*06-19)
 Jamey Latchum *17-19
 Hal Adkins (*20-21)
 Mike Poole (11-22)

**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)	

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26

Prior Members: (Since 1993)

Andrew Bosco (93-95)
 Richard Brady (96-96, 03-04)
 Michael Robbins (93-99)
 Alfred Lotz (93-03)
 Ernest Armstrong (93-04)
 Jack Reed (93-06)
 Fred Henderson (04-06)
 E. A. "Bud" Rogner (96-07)
 David Walter (06-07)
 Darwin "Dart" Way, Jr. (99-08)
 Aris Spengos (04-14)
 Gail Blazer (07-17)
 Mike Hegarty (08-17)
 Michael Reilly (14-18)
 Bob Poremski (17-20)
 Gregory Sauter (17-21)

**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
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
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
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27
Dianna Harris	At-Large	West O. City	24-27
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24-27

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
 Helen Henson^c (95-97)
 Barbara Beaubien^c (95-97)
 Sandy Wilkinson^c (95-97)
 Helen Fisher^c (95-98)
 Bernard Bond^c (95-98)
 Jo Campbell^c (95-98)
 Karen Holck^c (95-98)
 Judy Boggs^c (95-98)
 Mary Elizabeth Fears^c (95-98)
 Pamela McCabe^c (95-98)
 Teresa Hammerbacher^c (95-98)
 Bonnie Platter (98-00)

Marie Velong^c (95-99)
 Carole P. Voss (98-00)
 Martha Bennett (97-00)
 Patricia Ilczuk-Lavanceau (98-99)
 Lil Wilkinson (00-01)
 Diana Purnell^c (95-01)
 Colleen McGuire (99-01)
 Wendy Boggs McGill (00-02)
 Lynne Boyd (98-01)
 Barbara Trader^c (95-02)
 Heather Cook (01-02)
 Vyoletus Ayres (98-03)
 Terri Taylor (01-03)

Christine Selzer (03)
 Linda C. Busick (00-03)
 Gloria Bassich (98-03)
 Carolyn Porter (01-04)
 Martha Pusey (97-03)
 Teole Brittingham (97-04)
 Catherine W. Stevens (02-04)
 Hattie Beckwith (00-04)
 Mary Ann Bennett (98-04)
 Rita Vaeth (03-04)

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year term
Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)

Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
Kelcey Kengla, Worcester County Health Department - (410-632-1100, x1108)
Wendy Shirk, Worcester County Board of Education - (410-632-2880)

Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Wynter Robers	Snow Hill	Snow Hill	21-25
Mary Ann Catherine Rutzler	Snow Hill	Snow Hill	21-25
Teresa Guo	Pocomoke	Pocomoke	22-24
Kyleigh Kruse	Pocomoke	Pocomoke	22-24
Mia Acuna	Pocomoke	Pocomoke	22-24
Brooke Berquist	Stephen Decatur	Bishopville	22-24
Coilin Gallaher	Stephen Decatur	Berlin	23-25
Tirazh Hill	Stephen Decatur	Berlin	23-25
Gabriella Thompson-Servant	Stephen Decatur	Berlin	22-24
Eliza Myers	Stephen Decatur	Berlin	23-26
Sage Myers	Stephen Decatur	Berlin	23-26
Laila Pascucci	Stephen Decatur	Berlin	23-26
Ellie Zollinger	Stephen Decatur	Berlin	23-26
Emily Skipper	Stephen Decatur	Berlin	24-27
Madie Groves	Stephen Decatur	Berlin	24-27
Dani Shirk	Stephen Decatur	Berlin	24-27



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: January 2, 2025

RE: Anti-Camping Legislation Work Session

At the November 19, 2024 meeting, the Commissioners requested a work session with the Department of Social Services, the Sheriff's Office, and the Health Department before moving forward with new legislation regarding camping on public property.

Enclosed is:

1. Current County law
2. Draft concepts of new laws
3. Talking points presented by the independent agencies.

Encampment/Unhoused Work Session January 7, 2025



Goal-The goal of Homeless Outreach Team (HOT) is to improve the physical and mental health of homeless individuals/families and reintegrate them into the community. Success relies on ongoing efforts to build trust with individuals who may be wary of service providers. This is most effective when the team remains flexible, empathetic, and nonjudgmental. Collaborative efforts involving multiple agencies are key to achieving these goals.

History - Our Worcester County Homeless Outreach Team (H.O.T.) was created in 2018 to address the rising homelessness crisis in our County due to a lack of affordable housing. It was also recognized that traditional services were not accessible to marginalized communities. H.O.T. was born from the Wor. County Homeless Board* which meets quarterly at the Health Department. At the time, the project was piloted on Caroline Street in Ocean City where the Health Department hosted the team on outreach days. Rather than waiting for people to seek help at specific locations, members of this team (initially the Ocean

City Police, Worcester County Health Department, Department of Social Services, Berlin Baptist and Diakonia) walked the boardwalk and other heavily populated areas to engage homeless individuals through street outreach. It wasn't until after COVID that the team began to expand so additional services could be offered on the streets.

Objectives-The objective of the Homeless Outreach Team is to continue connecting homeless individuals to affordable housing when available, provide continuity of care as often as possible, and service delivery when they are ready for a change.

Membership- The Homeless Outreach Team partners with agencies throughout Worcester County that generously volunteer their time in support of our mission. Below is a comprehensive list of the agencies that constitute the Homeless Outreach Team.



• Worcester County Health Department - Leading

Agency (**Including but not limited to Case Management, Peer Recovery services, Crisis Response Team, and health insurance linkage)

- Mercy Ministries/Ocean City Crisis Coalition - Faith Based Community
- Worcester Co. Local Behavioral Health Authority
- Worcester Co. Social Services
- Diakonia Shelter
- Samaritan Shelter
- Brightview Health
- Ocean City Police Department
- Atlantic General Health Systems
- Health Care for Homeless Veterans
- Worcester Co. Family and Youth Services
- Life Crisis - Human Trafficking Cases/Crisis
- Worcester County Berlin Police Department
- Ocean City Cold Weather Shelter
- Worcester County Sheriff's Office

A persistent approach in outreach is crucial, especially for those reluctant to engage. Key considerations include self-care for Homeless Outreach Team (HOT) members, ensuring they possess the necessary skills, and providing ongoing training in areas like Narcan use, addictions, crisis management, and suicide intervention.

Outcomes- The Homeless Outreach Team serves as a crucial link between those without stable housing and available resources in the area. Many experts in homelessness agree that outreach can take various forms. HOT continues to be present in the community and work with surrounding partners to result in successful outcomes. We have encountered individuals to whom we directly proposed solutions, addressing the issues and needs of their situation. Many of our successes have started with building a relationship of trust.

*The Worcester County Main Homeless Board completes SWOTS and is in charge of the Strategic Plan for the County. The plan was last updated in May of 2022. The Board is also responsible for data collection and financial estimates for chronically homeless individuals (including costs to First Responders, the Detention Center, the Emergency Department and staffing).

**** The Worcester County Health Department**, separate from the Homeless Outreach Team, offers ongoing services to people who are homeless or at risk of homelessness. Services provided to this population include:

Mental Health Targeted Case Management (**TCM**) aims to support adults with a mental illness who are homeless or at risk of homelessness, being released from incarceration or at risk of incarceration, or being released from inpatient for mental health or at risk of inpatient for mental health. Case managers assist qualifying Worcester County residents who are having difficulty getting their basic needs met.

The Mobile Integrated Community Health program (**MICH**) provides in-home care to people throughout the community. The program focuses on patients who frequently call 911 and make visits to the emergency department. Worcester County Fire and EMS companies, Atlantic General Hospital, and the Worcester County Health Department are all partnering together to provide resources and tools to the community.

PEER Support staff are in long term recovery meeting people where they are to assist them in their path to substance use recovery. They often work with people who are resistant to treatment or are in the beginning stages of recovery.

START is a program designed to engage and link individuals who are at high risk for a mental health crisis and who may require non-traditional efforts to reduce barriers to treatment.

LEAD a community-based case management approach to reducing the utilization of law enforcement for individuals with untreated behavioral health needs such as mental illness, substance use, extreme poverty, and homelessness.

Emergency Department Care Coordination Program (**EDCC**) integrates community & home-based Behavioral Health Care Coordination services through a partnership with Atlantic General Hospital, Berlin, MD. This program facilitates self-care, appropriate uses of behavioral health services and works to reduce hospitalizations due to overdose through improving communication and coordination between the patient, caregiver, AGH, physicians and other medical providers.

The Crisis Response Team (**CRT**) is available when a person is at risk of hospitalization due to a thoughts of suicide, a mental health disorder and/or is experiencing a traumatic event. CRT is activated by Law Enforcement, Atlantic General Hospital, public school systems and 988 as warranted.

Behavioral Health services are based on the recovery model, which is client centered. Individual therapy, medication evaluation and management are provided to those 18 years and older. Services are provided by licensed mental health professionals to adults to alleviate symptoms of mental illness or dual diagnosis and to provide education regarding psychiatric diagnoses. We specialize in the treatment of major disorders including Major Depression, Bipolar Disorders, Anxiety Disorders, Schizophrenia, Psychosis, Personality Disorders, and Dual Diagnosis of mental illness and substance abuse which often plague our homeless population.

Worcester County, MD
Wednesday, December 18, 2024

Title CG4. General Administration

SUBTITLE IV. County Real and Personal Property and County Buildings

§ CG 4-404. Regulations regarding the use of County-owned property.

(a) **Prohibited acts.**

- (1) It is prohibited to camp on, tent on, sleep on or inhabit any roadside of any County road or along any County roadside, within the right-of-way of the road or in any County recreational park or in, on or adjacent to any County landing or any other County-owned property unless specifically authorized by law or resolution of the County Commissioners.
- (2) It is prohibited to dock, moor, tie-up or anchor any boat, vessel or watercraft at any County-owned boat landing or boat ramp, except for loading and unloading purposes and except in cases of bona fide emergencies on a temporary basis, unless specifically authorized by law or resolution of the County Commissioners. "Temporary," for the purposes hereof, shall mean not to exceed forty-eight hours.
- (3) It is prohibited to enter upon or into any County-owned land or facility at any time when the land or facility is closed to the general public unless specifically authorized by the County Commissioners.

(b) **Interference with County recreational activities.** It is prohibited for any person to interfere with, disrupt or disturb any recreational activity duly authorized by the Worcester County Recreation Board for the County Commissioners, whether such interference, disruption or disturbance is caused by the action of the individual, inaction of the individual or by words, gestures or other means.

(c) **Rules and regulations regarding County-owned property.** The County Commissioners may, by resolution, adopt additional rules, regulations, hours of operation, limitation of uses or other standards with regard to the use of County-owned property. Such rules or regulations may not contravene the purposes of this section but shall be in addition to the requirements of this section.

(d) **Violations.** Any person who violates the provisions of this Subtitle or any rules or regulations adopted by the County Commissioners pursuant hereto shall be guilty of a civil infraction.
[Amended 11-10-1987 by Bill No. 87-5]

fArticle 3: Public Parks, Playgrounds, Beaches, Tidelands and other Property**Division 4: Encampments on Public Property**

(“*Encampments on Public Property*” added 6-29-2023
by O-21674 N.S.; effective 7-29-2023.)

§63.0401 Purpose

The County Commissioners of Worcester County, Maryland, are committed to protecting the life, health, and safety of all people in the County and find that certain public lands within the geographical boundaries of the County pose significant health and safety hazards to the people who make shelter or stay overnight in these areas. Additionally, the County Commissioners find that some of these public lands are environmentally sensitive and may be significantly damaged by unregulated human activity. The County Commissioners are committed to protecting the rights of individuals related to their personal property and to treating such property with respect and consideration. It is the purpose of this Section to set standards for the preservation and protection of human life, health, and safety, to further the preservation and protection of sensitive public lands to prevent destruction of these assets, and to establish a process for the collection, storage, and disposal, recycling, or reuse of personal property found in *encampments* on public property.

§63.0402 Definitions

For purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

Abatement means the process of documenting and collecting eligible items for storage, and removing and disposing of, recycling, or reusing of *waste* at an *encampment* according to the process in **section 63.0406**.

Camp means to use an area for living accommodation purposes, including pitching, erecting, or occupying an *encampment*, creating outdoor sheltering or using *camp paraphernalia* to facilitate outdoor sheltering or for living accommodation purposes or for remaining outdoors overnight.

Camp paraphernalia means personal property used to facilitate occupancy of an area and includes personal property typically associated with camping such as tarps, cots, beds, sleeping bags, hammocks, bedding, camp stoves, cooking equipment, buckets, and similar equipment, luggage, clothing, bicycles, mattresses, couches, dressers, or other furniture.

(7-2023)

Encampment means one or more temporary, makeshift, or hand-built structures not suitable or intended for long-term continuous occupancy, including tents, that are used to shelter one or more persons or their belongings and that are not authorized by the property owner. *Encampment* includes any *camp paraphernalia* and personal property associated with or located in or around the structures or tents or otherwise being stored in or around the encampment area.

Open space has the same definition as in San Diego Municipal Code section 63.0102(b).

Park has the same definition as in San Diego Municipal Code section 63.0102(b).

Shelter means any facility or organization, whether public, private or non-profit, where individuals or families experiencing homelessness can access beds and other services.

Waste has the same definition as in San Diego Municipal Code section 54.0202.

Waterway means all the portions of Chollas Creek, Los Peñasquitos Creek, San Diego River, San Dieguito River, and Tijuana River found within the boundaries of the County of San Diego.

§63.0403 Protection of Waterways

(a) It is unlawful for any person to do any of the following:

- (1) build or erect a structure of any type along the banks of any *waterway*, or drive a nail or other object into any tree or other natural area vegetation for the purpose of building an *encampment* or any other structure, or to affix an object to any tree or other natural vegetation,
- (2) move boulders or large rocks, destroy vegetation, paved roads or paths created by the County, or otherwise reconfigure the natural landscape in the waters of or along the banks of a *waterway*,
- (3) drive, park, or bring any vehicle along the banks of a *waterway*, except in places specifically provided and designated for vehicular use,
- (4) dig on the banks of a *waterway*, or

(5) discharge or store *waste*, including garbage, refuse, or human or animal *waste*, along the banks or into the waters of a *waterway*.

(b) Nothing in section 63.0403 is intended to prohibit the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property; and nothing is intended to prohibit the activities of a lawful user if such activities are expressly authorized by the County Commissioners or by any law, regulation, permit, order or other directive from a regulatory authority.

§63.0404 Unauthorized Encampments on Public Property

- (a) It is unlawful for any person to *camp* or to maintain an *encampment* in or upon any public property, including in any street, sidewalk, *park*, beach, *open space*, *waterway*, and banks of a *waterway*, unless specifically authorized by the County Commissioners.
- (b) At all times, regardless of the availability of *shelter* space or beds, it is unlawful for any person to *camp* or to maintain an *encampment* where such activity poses:
 - (1) an immediate threat or an unreasonable risk of harm to any natural person,
 - (2) an immediate threat or an unreasonable risk of harm to public health or safety, or
 - (3) disruption to vital government services.
- (c) At all times, regardless of the availability of *shelter* space or beds, it is unlawful for any person to *camp* or to maintain an *encampment* in the following locations:
 - (1) within two blocks of a school, including public and private schools, and vocational or professional institution of higher education, including a community or junior college, college, or university;

- (2) within two blocks of any *shelter*;
- (3) in any *open space*, *waterway*, or banks of a *waterway*;
- (4) within any public transportation hub or facility, in any bus stop or train station, or along any train tracks; and
- (5) in any County *park*, including *open space* or *beach areas*, as defined in **section 63.0102(b)**, and beaches, bays, or wetlands.

§63.0405 Enforcement

- (a) Violations of this Division may be prosecuted as misdemeanors subject to the fines and custody provisions in San Diego Municipal Code **section 12.0201**.
- (b) Law enforcement officers shall issuing a criminal citation to enforce a violation of this Section.
- (c) **ARE WE ABLE TO MAKE THIS AN ARRESTABLE OFFENSE or ARRESTABLE WHEN IT OCCURS AT NIGHT OR WITH SOME OTHER PARAMETERS?**

§63.0406 Abatement of Encampments

The County Commissioners or the Sheriff or their designees may remove personal property, *camping paraphernalia*, and all other property, contraband, litter, and *waste* found at an *encampment* or at a location where a person is engaged in unlawful camping, regardless of whether the person is charged or prosecuted for a related criminal offense, in compliance with the following procedures:

(a) Written Notice Required Prior to Abatement

- (1) A written Notice of Clean-Up will be posted on each tent or structure and in any other distinct areas of the *encampment* providing notice of the date of clean-up and giving a minimum of 24 hours for persons to remove their personal property. The written notice shall also include the following statement, which may be updated by the County Commissioners to provide accurate and current information:

You must remove your belongings from the site within 24 hours. You should not leave behind any belongings you want to keep. All belongings left behind will be removed by the County. The County will post an Impound Notice if belongings are stored during the clean-up process.

If you wish to minimize the risk of losing valued belongings, you should try to keep those belongings on your person at all times, in a storage facility, or in visible, sanitary, and safely accessible bags or bins.

If you think your belongings were stored, you can claim them by following the directions on the Impound Notice after the clean-up is complete. Information about how to claim your belongings is also available on the County's website. You may retrieve any stored belongings without being asked about your criminal background or outstanding warrants.

- (2) After 24 hours, the County Commissioners shall conduct *abatement* of the site on the date posted on the Notice of Clean-Up. If *abatement* is delayed or rescheduled, the County Commissioners may conduct *abatement* within 48 hours of the posted Notice of Clean-Up without reposting a new Notice of Clean-Up. If *abatement* is delayed longer, the County Commissioners shall repost a Notice of Clean-Up with a new date.

- (b) The County Commissioners shall follow these additional procedures when persons are present at an *encampment* during *abatement*:

- (1) When *shelter* is available, the County Commissioners shall provide any person at an *encampment* with *shelter* and service information and direct them to remove their belongings from the site. The County Commissioners shall evaluate reasonable requests for additional time or assistance to remove items and may accommodate those requests to the extent practicable.
- (2) Any person who returns to an *encampment* during *abatement* shall be allowed to remove their personal property from the site. Personal property left behind will be deemed abandoned.
- (3) Any person arrested for a criminal offense or an outstanding warrant shall not be required to abandon personal property they identify as their own. Unless the person requests the personal property be discarded or entrusted to another, all personal property of apparent value will be taken to the Worcester County Sheriff's Office for impoundment in accordance with existing policy and procedure. Where the owner of the items cannot be readily identified or discovered, the County Commissioners shall

follow the *abatement* process in this Division.

(c) The County Commissioners shall document the *abatement* process as follows:

- (1) photograph or video record the site before any abatement begins,
- (2) open backpacks, purses, suitcases, and other small storage containers to determine whether they contain items eligible for storage,
- (3) set out items contained in bags or suitcases and photograph the items,
- (4) photograph or video record all items to be stored,
- (5) photograph or video record the cleanup process, and
- (6) photograph or video record the site after abatement has concluded.

(d) Unclaimed items found in *abatement* shall be eligible for storage if:

- (1) circumstances indicate that the item belongs to a person,
- (2) the item has apparent utility in its current condition and circumstances, and
- (3) the item can be safely retrieved from the site.

Examples of items potentially eligible for storage include identification and associated paperwork, medication stored in medication bottles with identifying information, photos, and items that reasonably appear to have sentimental value in their current condition. An item need not be in a new or perfect condition to have apparent utility.

(e) An eligible item found during an *abatement* shall be put into storage, unless it meets one the following disqualifying conditions:

- (1) hazardous, including items contaminated with human *waste*, animal *waste*, or bugs, explosives, weapons, liquids, drug paraphernalia, or mold;
- (2) likely to become hazardous in storage, including perishables, wet materials that might become moldy, and items covered in mud;
- (3) practically un-storable, due to large size, weight, or other similar characteristic;
- (4) contraband or stolen; or
- (5) is on the County's current list, published on the County website, of common types of items that, in the experience of County staff, individuals regularly abandon during *abatement*, and there is no contrary indication as to the specific item.

(f) The County shall record each eligible item to be stored, including the location it was found and the date of storage and the name of any person charged with related criminal offense as a result of the same incident. Any stored items shall be kept in storage at least 30 calendar days and then may be disposed of, recycled, or reused.

(7-2023)

(g) After *abatement* has concluded and when eligible items are collected and will be placed in storage, the County Commissioners shall post notices at the location of the *abatement* that includes information how a person can claim stored items. Information about retrieval of stored items shall also be available on the County's website. A person may retrieve stored items based on a description with sufficient specificity to demonstrate ownership. A person may retrieve stored items without inquiry into the person's criminal background or outstanding warrants.

(h) Expedited Abatement

(1) In an expedited *abatement*, the County Commissioners shall follow the same *abatement* and storage procedures in section 63.0406, but shall post a Notice of Clean-Up giving a minimum of three hours for all persons to remove their personal property.

(2) The County Commissioners shall prioritize and expedite the removal of an *encampment* if:

(A) the County receives direction from County of San Diego or other governmental authority that *abatement* of the *encampment* is necessary to preserve public health or safety, including to address known or suspected outbreaks of diseases; or

(B) the County Commissioners observes or reasonably suspects the *encampment* creates a condition that presents a significant risk of property damage, bodily injury or death; or

(C) the County receives direction from the Worcester County Sheriff's Office or the Office of the State's Attorney for Worcester County that *abatement* of the *encampment* is necessary to prevent significant risk of property damage, bodily injury or death.

("Abatement of Encampments" added 6-29-2023 by O-21674 N.S.; effective 7-29-2023.)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 24-__

BY:

INTRODUCED:

A legislative bill for the purpose of repealing and replacing Subtitle II of the Criminal Law Article with an ordinance to prohibit camping on public property.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Subtitle II (Vagabonds, Vagrants, Beggars and Common Gamblers) of the Criminal Law Article of the Code of Public Local Laws of Worcester County, Maryland is completely repealed and replaced with the following provisions:

Title CL 1-201, Camping Prohibited on Public Property, Subtitle II

Camping Prohibited on Public Property

§ CL 1-201 General Provisions.

- (a) **Definitions.** “Camping” means setting up, remaining in, or being at public property for the purpose of sleeping, making preparations to sleep, storing personal property, or performing cooking activities for habitation purposes.
- (b) **Camping Prohibited.** Except as may be permitted by the County Commissioners or upon locations specifically identified in this Subtitle, camping is prohibited in or upon any street, sidewalk, alley, easement, nature preserve, public park, parking lots, public grounds, public right of way, or under any bridge or viaduct.
- (c) **Permits.** The County Commissioners may issue permits to individuals or entities seeking to engage in camping for historical, cultural, or educational purposes that must be limited to time reasonably necessary to accomplish such purposes.
- (d) **Exceptions for Approved Camping Locations.** The County Commissioners may designate specific locations within County limits that are exempt from this Subtitle provided that any such location is subject to rules set by the County Commissioners.

(e) **Violations.**

- (1) Any person who violates the provisions of this Subtitle is guilty of a civil infraction punishable by a fine of at least \$100 and not exceeding \$500.
- (2) Any person who knowingly violates the provisions of this Subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine not exceeding \$500 or imprisonment not exceeding 90 days, or both.

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

III. PASSED this _____ day of _____, 2024.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott, Commissioner

Eric J. Fiori, Commissioner

Theodore J. Elder, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner

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>

January 7, 2025

	Item #
9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session (Discussion regarding a personnel update, requests to hire Plant Operator Trainee, Transfer Station Attendant, and Emergency Communication Trainees, 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 December 17, 2024	
10:02 - Proclamation (1)	1
10:05 - Consent Agenda (Circuit Court Software Upgrade MOU, Solid Waste Surplus Equipment, Berlin Health Department Flooring Change Order, Mobile Belt Filter Press Repair, Recommendation to Award Park Bathroom Renovations, Request to Contract Maintenance Software, Revised Rural Legacy Agreement Rose Fair, Updated Coastal Resources Study Letter, Sheriff Lease Renewal)	2-10
10:06 - Chief Administrative Officer: Administrative Matters (Commission on Aging Bus Over Expenditure, WOC Fish Cleaning Station, CREP Payment Changes, Solar Concerns Outreach, Revised Landfill Operating Hours, Gas Main Relocation at Ocean Pines WWTP, WWW Loans and Grant, Riddle Farm Wastewater Purchase Agreement, Water Sewer Advisory Boards, Request to Schedule Budget Work Session, Board Appointments)	11-21
Work Session Encampment on Public Property Legislation	22
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

December 17, 2024

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

Following a motion by Commissioner Fiori, seconded by Commissioner Mitrecic, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton, and Enterprise Fund Controller Quinn Dittrich. Topics discussed and actions taken included the following: a personnel update, hiring Wendy Serrano as a customer service specialist, Willie Jackson, Jr. as a landfill operator II, Jakayla Jones as an office assistant IV, and Darius Williams, Jonathan Kent, Tevin Smith, and Kimberly Hayes as correctional officer trainees; receiving legal advice from counsel; and performing administrative functions, including changing the promotional requirements for communications specialist II's in Emergency Services; reviewing the FY25 monthly financial update; and discussing potential board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Fiori, the commissioners unanimously voted to adjourn their closed session at 10:00 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Elder called the meeting to order, and following a morning prayer by Reverend Dale Brown of the Community Church of Ocean Pines and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their December 3, 2024 meeting as presented.

The commissioners presented a years-of-service commendation to Construction Supervisor Mike McCabe who is retiring following 37 years of service to the Water and Wastewater Division.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously approved by consent agenda item numbers 2-7 as follows: filing the FY26 State Aid for Police Protection Fund grant application; purchasing a replacement tank mixer for the Ocean Pines Wastewater

Treatment Plant from Hill's for \$112,625; contracting with Modern Controls to replace the HVAC system at the Ocean City Senior Center for \$255,705; contracting with George, Miles & Buhr for engineering services to replace the boat ramp at the George Island Landing for \$26,400; purchasing two truck bed slide-in units from Iconic Elements, Inc for \$31,470; and extending the ground lease for an antenna located at County property in Berlin.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved a contract with Peninsula Water Conditioning to install sediment filters on private household water systems in Newark at a cost of \$325 per home for a total cost not to exceed \$58,000.

Pursuant to the request of Procurement Officer Nick Rice and Mr. Baker and upon a motion by Commissioner Abbott, the commissioners unanimously approved a contract with Garland/DBS, Inc. to replace the roof at the Worcester County Government Center at a total cost of \$1,584,588. In response to questions by Commissioner Bertino, Mr. Baker stated that the original project cost came in over budget, so those involved in the original project value engineered certain components, which reduced the overall cost, but resulted in the elimination of items that should not have been removed. Mr. Rice stated that safeguards are included in the contract that will allow the County to hold the contractor accountable if there are any issues with the roof.

The commissioners met with Development Review and Permitting (DRP) Director Jennifer Keener to review a text amendment application submitted by John Viola, general manager of the Ocean Pines Association (OPA) to amend ZS 1-324(c)(9) as it pertains to internal community sign provisions within an established community or subdivision.

Following some discussion, Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell introduced the aforementioned text amendment and agreed to schedule a public hearing on the draft bill.

The commissioners met with Ms. Keener to review a text amendment resubmitted by Jonathan Anders to add a special exception use in the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. Ms. Keener advised that the language in the draft bill mirrors the bill that received a favorable recommendation from the Planning Commission and was introduced by the commissioners; however, the motion to adopt the draft bill failed for lack of a second following a public hearing on June 18, 2024.

Following some discussion, Commissioners Fiori and Mitrecic introduced the aforementioned text amendment and agreed to schedule a public hearing on the draft bill.

The commissioners conducted a public hearing on Bill 24-08 (Zoning – Detached Accessory Buildings and Off-Street Parking in Campground Subdivisions), which was introduced by Commissioner Fiori on August 6, 2024 and would amend campground subdivision regulations pertaining to detached accessory buildings and off-street parking requirements for campsites in a campground subdivision. Ms. Keener stated that today's hearing is the continuation of the September 3, 2024 public hearing. After that public hearing, the commissioners tabled a decision on Bill 24-8 to provide them with additional time to consider

new information brought forward by several residents during the hearing. She then explained that, based on testimony given during the first hearing and feedback from the commissioners, County staff had amended the bill to remove the parking modifications and propose a three-foot separation distance between buildings, rather than zero. This legislation would apply to White Horse Park and Assateague Pointe, the only two campground subdivisions in the County.

In response to a question by Commissioner Bunting, Ms. Keener advised that the Planning Commission originally gave the bill an unfavorable recommendation.

Commissioner Elder opened the floor to receive public comment.

Tracy Barnhardt of Spindrift Lane stated that fire concerns have been addressed, and she urged the commissioners to reduce parking requirements to one parking spot per campsite to allow the gazebo or shade canopy. Commissioner Fiori addressed issues pertaining to access for fire trucks and setbacks and noted that many seniors are seeking sun safety options to enjoy their vacation homes.

In response to questions by Commissioner Bertino, Ms. Keener stated that campground subdivision roads have different requirements than typical County roads, and fire vehicles could not travel down these roads if there were cars parked in the public right of way. Fire Marshal Matt Owens stated that there is a 10-foot setback requirement from primary residences in the County Code, so he is concerned about the proposed three-foot setback. Commissioner Bunting stated that provisions were made to approve the campground subdivisions, such as reduced roadway widths and no fire hydrants. He stated that the proposed legislation would just create additional safety issues. Commissioner Fiori stated that he did not believe the proposed legislation would create any additional safety issues, and he pointed out that due to the rural nature of the County, many subdivisions are not served by fire hydrants, but that County fire departments are well equipped to fight fires in these areas.

Jack Walter of White Horse Park stated that he installed a gazebo after purchasing his property 30 years ago, and throughout that time there have been no fires in his neighborhood. He stated that he saw no reason to make any changes to campground requirements after all those years.

Janice Carr, the manager of White Horse Park, addressed concerns raised by Commissioner Bunting by noting that the campground recently implemented a program that would require all residents to have relocated existing sheds back onto their own properties by summer 2025. She then compared the absence of fire hydrants in White Horse Park to that of many subdivisions in the County. Commissioner Bertino noted that, unlike a standard subdivision, campground subdivisions have a high concentration of lots and residents in very confined spaces, which dramatically increases his fire safety concerns.

Mike Herbert of Snowbird Court stated that there is plenty of public parking and overflow parking within the subdivision, so there is no reason or need for residents or visitors to park along the side of the road, and he urged the commissioners to adopt the draft bill.

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

Following some discussion and upon a motion by Commissioner Fiori, the commissioners voted 4-3, with Commissioners Elder, Fiori, Mitrecic, and Purnell voting in favor and Commissioners Abbott, Bertino, and Bunting voting in opposition, to adopt Bill 24-08.

Commissioner Mitrecic stated concern that the sheds are not required to have fire walls. Following a brief discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously directed staff to draft a text amendment for the commissioners' consideration at a

future meeting that would require sheds erected on any residential property in the County to be constructed with fire walls.

The commissioners met with Chief Administrative Officer Weston Young to consider adopting Resolution 24-19 to authorize the acquisition of certain real property in the West Ocean City (WOC) commercial maritime harbor to protect the county's commercial fishing industry. Mr. Young stated that US Wind is proposing to put its operations and maintenance facility in the harbor, and the properties they are currently seeking to acquire are the only two commercial fish houses. He stated that this action is required to preserve the ability for the commercial fishermen to land their catch in Maryland, as their quota requires. He outlined the County's concerns, which include the sacrificing of a critical Worcester County industry for foreign special interests, which have generally fallen on deaf ears at the state and federal levels; state and federal permits have been issued rather hastily; and the project is being fast tracked, likely due to the election of President-elect Trump. In light of all this, he advised that County staff are seeking approval to pursue eminent domain on these critical properties. Commissioner Mitrecic noted that this is just a starting point to approach the property owners and attempt to negotiate a price to purchase each property and get property appraisals, with further proposed steps to come before the commissioners.

In response to questions by Commissioner Bertino, County Attorney Roscoe Leslie stated that the first steps would include trying to come to an agreement, and if unable to do that follow a court run process to compel the sale of the property. He stated that Mr. Young, outside counsel, and he would approach the property owners, and any purchase prices offered would come back to the commissioners for their consideration. In response to further questions by Commissioner Bertino, Mr. Young stated it is staff's understanding that nondisclosure agreements have been signed between the property owners and US Wind in which the owners were offered multiples of what the appraised property values actually are.

At the recommendation of Commissioner Bunting and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to amend the second to last paragraph on page 12-4 of resolution No. 24-19 as follows: "BE IT FURTHER RESOLVED, that the Chief Administrative Officer is expressly authorized to initiate condemnation proceedings in order to implement this resolution with the consent of the commissioners;" and the commissioners adopted the resolution as amended.

Upon a motion by Commissioner Fiori, the commissioners directed DRP staff to develop a text amendment for the commissioners' consideration that would further protect commercial fishing in the WOC commercial harbor. Commissioner Fiori stated that this harbor was intended for commercial fishing and additional protections are necessary to assure that fresh fish continues to show up in Worcester County. In response to questions by Commissioner Bertino, Ms. Keener stated that staff will be looking at marine uses that are in the current Commercial Marine District as well as the public utility type uses and ways to strengthen what is already on the books.

Pursuant to the request of Mr. Young and Mr. Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the contract with Bedrock Advocacy Communications for a campaign opposing offshore wind, with the County contribution to the

campaign not to exceed \$100,000, and with additional funding to come from contributions by the Town of Ocean City and private donations.

Budget Officer Kim Reynolds presented an update on the FY26 budget, with the County to receive an additional \$18 million in property tax revenue, and income tax revenue currently estimated to increase by \$6 million for an estimated increase of approximately 9% compared to FY25. Ms. Reynolds noted that the County's reserve policy requires 15% of all budgeted expenditures to be held in reserved and 22.2% of all income tax revenue to be transferred to the Other Post Employment Benefit (OPEB) fund. She then reviewed a number of unknowns, including CORE health department funding requirements for FY26 and several water and wastewater projects and operational support that may require funding from the General Fund. She concluded that departments have been advised to keep operating expenses at or below a 4% overall increase from the prior year's budget. In response to a question by Commissioner Bertino, Mr. Young stated that the Board of Education will be notified that they can grow the County portion of their operating budget by up to 4%.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to reappoint Kelley Gravenor to the Agricultural Preservation Advisory Board, Brooks Clayville to the Agricultural Reconciliation Board, and Joseph Stigler to the Ethics Board.

Upon a nomination by Commissioner Bertino, the commissioners unanimously agreed to reappoint Missy Denault to the Recreation Advisory Board and Tina Kolarik to the Local Development Council for the Ocean Downs Casino.

Upon a nomination by Commissioner Abbott, the commissioners unanimously agreed to reappoint D.D. Hall to the Economic Development Board,

Upon a nomination by Commissioner Fiori, the commissioners unanimously agreed to reappoint Teres Guo, Kyleigh Kruse, Mia Acuna, Brooke Berquist, and Gabriella Thompson-Servant to the Worcester County Youth Council.

Commissioner Bertino congratulated the Health Department for earning its 10-year accreditation.

Commissioner Mitrecic congratulated the Stephen Decatur High School football team for taking the state title for the second year in a row.

Upon a motion by Commissioner Mitrecic, the commissioners unanimously eliminated the requirement for staff to receive approval to issue bid specifications for items approved in the budget, with the understanding that bid awards must still be approved by the commissioners.

Commissioner Mitrecic expressed concern about the use of upside-down envelopes in County mailings and requested staff provide justification for their use at a future meeting.

Commissioner Abbott expressed her gratitude to County staff for all their hard work throughout the year. She stated that she is looking forward to a new administration in Washington and good things to come in the year ahead.

DRAFT

Commissioner Elder wished everyone a Merry Christmas and a happy New Year.

The commissioners answered questions from the press, after which they adjourned to meet again on January 6, 2025.



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

Weston S. Young, P.E.
 Chief Administrative Officer
 Candace I. Savage, CGFM
 Deputy Chief Administrative Officer
 Roscoe R. Leslie
 County Attorney

PROCLAMATION

WHEREAS, this January, National Mentoring Month, we celebrate mentors volunteering throughout the county who invest their time, talents, and resources to cultivate supportive relationships that make a positive impact on the lives of area youth; and

WHEREAS, whether helping mentees study for tests, learn new skills, or shake off setbacks, mentors play a pivotal role by providing the guidance needed to open the eyes of area youth to the endless opportunities available to them as well as the paths open to them to achieve their goals.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, stand with Big Brothers Big Sisters of the Eastern Shore to proclaim January as **National Mentoring Month** and encourage area residents to learn more about how they can play a role in changing a life for the better by visiting <https://shorebiglittle.org>.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of January, in the Year of Our Lord Two Thousand and Twenty-Five.



 Theodore J. Elder, President

 Eric J. Fiori, Vice President

 Anthony W. Bertino, Jr.

 Madison J. Bunting, Jr.

 Caryn G. Abbott

 Joseph M. Mitrecic

 Diana Purnell



The Circuit Court for Worcester County
First Judicial Circuit of Maryland

ILENE D. MUHLBERG
COURT ADMINISTRATOR
COURT HOUSE - ROOM 208
ONE W. MARKET STREET
SNOW HILL, MD 21863
(410) 632-2342

Date: December 16, 2024

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

From: Ilene Muhlberg, Circuit Court Administrator

Re: Memorandum of Understanding with Maryland Judiciary

We respectfully request your approval of the attached Memorandum of Understanding for goods and services by and between the Maryland Judiciary Administrative Office of the Courts and the Worcester County Commissioners for a court recording software upgrade in the amount of \$8,600. This allocation is part of the Maryland Judiciary effort to upgrade recording software statewide.

Thank you for your consideration.

c: Administrative Judge Brian D. Shockley

**MEMORANDUM OF UNDERSTANDING
FOR GOODS AND SERVICES UP TO \$100,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS
ON BEHALF OF THE CIRCUIT COURT FOR WORCESTER COUNTY, AND
WORCESTER COUNTY, MARYLAND**

M25-0077-X29

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 20____, by and between the Administrative Office of the Courts (AOC) on behalf of the Circuit Court for Worcester County, and Worcester County, Maryland, hereby known as the “Parties.”

WHEREAS, the AOC recognizes Worcester County, Maryland possesses the capability to deliver goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, Worcester County, Maryland has agreed to perform for the AOC in accordance with this MOU.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and Worcester County, Maryland enter into this MOU and agree as follows:

ARTICLE I - SCOPE OF WORK

Worcester County, Maryland shall deliver goods and/or services as described in and in strict accordance with Exhibit A, incorporated as part of this document.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and delivery of the goods or services, the AOC shall pay Worcester County, Maryland in accordance with the terms of this MOU and at the rate specified in Exhibit A. Except by MOU modification, total payments may not exceed \$8,600.00 (the “NTE Amount”).

All invoices shall be submitted within 30 calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. name and address of the AOC contact:
Liz Clarke
Administrative Office of the Courts, Judicial Information Systems
189 Harry S. Truman Parkway, Annapolis, MD 21401
Send invoices and reports to: liz.clarke@mdcourts.gov,
- b. name, remittance address, and federal taxpayer identification number of MOU partner,
- c. invoice period,
- d. invoice date,
- e. invoice number,
- f. amount due,
- g. deliverable ID number for the deliverable being invoiced, if applicable,

- h. Purchase Order number, and
- i. MOU Number.

All hardware manufacturer make, model, and serial numbers should be included on invoices related to those goods. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to Worcester County, Maryland for each deliverable shall be made as soon as possible after the acceptance of the deliverable and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

ARTICLE III - TERM

The term of this MOU shall begin upon execution and terminate on April 30, 2025, with up to one (1) extension options of six (6) months at the sole discretion of the AOC. No work may begin under this MOU until all Parties have signed it and the AOC has instructed Worcester County, Maryland by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV - MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both Parties.

ARTICLE V - GENERAL CONDITIONS

General Conditions, are not attached hereto and incorporated herein.

Relationship between Parties. Nothing in this MOU shall be construed to create an employment relationship between the AOC and any employee or contractor of Worcester County, Maryland, including any staff or contractor that is assigned to perform any work in the Circuit Court for Worcester County. Worcester County, Maryland will have sole responsibility for all its staffing determinations, including, but not limited to, hiring, training, termination, and scheduling.

Liability. The AOC assumes no liability or responsibility with respect to the conduct and operation of Worcester County, Maryland related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with Worcester County, Maryland. The AOC shall not be responsible for any damage(s) caused by Worcester County, Maryland employees, agents, or officials to personal property, documents, records, monies, or goods of Worcester County, Maryland or to anyone in or about Worcester County, Maryland's premises for the duration of the period of the MOU between Worcester County, Maryland and the AOC.

Non-Disclosure. Worcester County, Maryland shall not without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any information which may be held or maintained by the Judicial Branch as Confidential Information except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. Worcester County, Maryland may

also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this agreement.

ARTICLE VI - REPRESENTATIVES

The following individuals are designated as representatives for their respective Parties:

For the AOC: Department of Procurement, Contract & Grant Administration

Name and Title: Whitney S. Williams, Director

Phone: 410-260-1581

Email: whitney.williams@mdcourts.gov

For Worcester County, Maryland:

Name and Title: Theodore J. Elder, President, Board of Worcester County Commissioners

Phone: 410-632-1194

Email: commissioners@co.worcester.md.us

ARTICLE VII - KEY PERSONNEL, if applicable

Worcester County, Maryland agrees that the following named individual(s) is considered to be essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Name/Title: Ilene Muhlberg, Court Administrator

Should this individual become unavailable during the term of this MOU, personnel of at least equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. Should Worcester County, Maryland be unable to provide substitutes acceptable to the AOC, the AOC may terminate this MOU; or, at its option, negotiate with Worcester County, Maryland for an equitable adjustment under the MOU relative to the loss of such Key Personnel.

ARTICLE VIII - ENTIRE AGREEMENT

This Memorandum embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations regarding the Parties' agreement, other than those contained herein, or incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX - SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For Worcester County, Maryland

Date

Theodore J. Elder
President, Board of County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863

For the Administrative Office of the Courts:

Date

Whitney S. Williams
Director, Department of Procurement, Contract &
Grant Administration

Approved as to form and legal sufficiency this ____ day of _____, 20____.

Stephane J. Latour
Managing Legal Counsel

Exhibit A. Statement of Work

ORDER FORM



This For The Record Master Software Service Agreement Order Form (the "Initial Order Form") is by and between FTR Limited ("For The Record" or "FTR") and the entity listed as Client below ("Client"). This Initial Order Form is governed by the Master Service Terms and Conditions attached hereto (the "Service Terms"). All capitalized terms not defined herein have the meaning given to them in the Service Terms. The parties cause this Initial Order Form to be executed by their authorized representatives as of the Effective Date set forth below ("Effective Date"). In the event of any conflict between this Initial Order Form and the Service Terms, the terms set forth in this Initial Order Form will prevail, but solely with respect to this Initial Order Form.

Client Information

Client: Worcester County Circuit Court
Reference Number: QUO-14179-Z1V9T
Expiration Date: 1/8/2025
Proposed by: Carter Cross

Address Information

Bill To:	Deliver To:
Worcester County Circuit Court	Worcester County Circuit Court
,	,

Key Terms

Order Start Date*: 10/17/2024	Payment Method: ACH
Order End Date*: 10/17/2025	Billing Method: Email
Billing Frequency: Annually unless otherwise stated	

Note: Order Start Date only applies to orders involving subscription or support contracts.

Additional Comments:

QUO-14179-Z1V9T

10/10/2024

Carter Cross

Page 1 of 10



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

Order Details

Product	Product Code	Unit Type	Unit Price	Qty	Discount	Total Price
FTR Gold Recording Suite 7.7 (SaaS)	FTRGRS7.7S	PCS	\$2,150.00	4.00		\$8,600.000
			Subtotal:	\$8,600.000		\$8,600.000
			Estimated Freight			
			QUOTE TOTAL:			\$8,600.000

* If this Order Form is executed and/or returned to FTR Limited ("ForTheRecord") by Client after the Order Start Date above, ForTheRecord may adjust these terms, without increasing the Total Price, based on the date ForTheRecord activates the products above. Following activation, any adjustments to these terms may be confirmed by reference to the order confirmation email sent by ForTheRecord to the Billing Email Address above, and/or by contacting accounts@fortherecord.com.

+ The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that apply. Any such taxes that are the responsibility of ForTheRecord will be calculated upon invoicing. This is not an invoice.

FTR may, upon no less than sixty (60) days prior to the anniversary of the Effective Date, increase its pricing set forth herein by the lesser of: (i) five percent (5%), or (ii) the annual percentage increased in the Consumer Price Index, published by the U.S. Department of Labor's Bureau of Labor Statistics, based on the U.S. City Average for All Urban Consumers and All Items for the published previous twelve (12) months.



For The Record

1401 17th Street, Suite 525
Denver, CO 80202

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

If Yes, please check here: ☐ and complete the following:

PO Number: _____

PO Amount: _____

Acceptance & Confirmation

Upon signature by Client and submission to ForTheRecord this Order Form shall become legally binding and governed by the *For The Record Master Services Agreement* between ForTheRecord and the Client, unless this Order Form is rejected by ForTheRecord. ForTheRecord may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Client: Worcester County Circuit Court

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

ForTheRecord

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

Confidential and proprietary. © Copyright 2020. ForTheRecord. All rights reserved. Version 3 (April 2020)

MASTER SERVICE TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

1.1 “**Confidential Information**” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, contracts, licenses, operations, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. With respect to FTR, reasonably subject to protection under applicable law, Confidential Information includes the source code, structure and logic of the FTR Offerings and any information derived from or concerning the FTR Offerings, the Documentation and the terms of this Agreement. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential (“**Confidential Client Data**”).

1.2 “**Client Data**” means any documents, data, or information contained in any document, recording, template or other similar file submitted by Client through the FTR Offerings or provided by Client to FTR as part of the FTR Offerings.

1.3 “**Documentation**” means any user manuals, handbooks, and online materials provided by FTR to Client that describe the features, functionality or operation of the FTR Offerings.

1.4 “**FTR Offerings**” means the SaaS Services and/or Software to be provided by FTR to Client in accordance with the terms herein.

1.5 “**Order Form**” means any written order executed by both parties identifying the software and services to be made available by FTR, substantially in the form of the initial order attached hereto.

1.6 “**Performance Data**” means any log files, metadata and other technical performance data automatically generated by the FTR Offerings relating to the use, performance, efficacy, reliability and/or accuracy of the FTR Offerings.

1.7 “**Premium Support**” means FTR’s Premium Support offering as further described on Exhibit A.

1.8 “**SaaS Service**” means any hosted service to be provided by FTR to Client in accordance with the terms herein.

1.9 “**Software**” means the client-side software application(s) to be provided by FTR to Client in accordance with the terms herein.

1.10 “**Storage Services**” means FTR’s SaaS Service that enables the storage of digital recordings, transcripts and metadata.

2. FTR OFFERINGS

2.1 **License to FTR Offerings.** Subject to the terms and conditions of this Agreement, FTR hereby grants to Client a non-sublicensable, non-transferable (except as provided in Section 15.6), non-exclusive right and license to: (i) during the

applicable term of the Order Form, access and use the SaaS Services, and (ii) install, execute and use the Software for the term set forth in the applicable Order Form, in each case, in accordance with the applicable Documentation and solely for Client’s internal business purposes (not for further resale and distribution). Client may also request one (1) copy of the Software for back-up, disaster recovery or archival purposes only.

2.2 **Support.** FTR will (i) provide Client with access to any bug fixes, hot patches and error corrections that FTR generally releases to other customers of the FTR Offerings, (ii) use commercially reasonable endeavors to provide the SaaS Services, and (iii) provide Premium Support as set forth on Exhibit A when Premium Support is noted on an executed Order Form.

2.3 **Updates and Modifications.** Client acknowledges and agrees that FTR may, from time to time, make certain updates and modifications to the FTR Offerings; *provided, that*, FTR shall not, during the term of any applicable Order Form, remove or substantially degrade, any material feature or function of the applicable FTR Offerings.

3. **IMPLEMENTATION AND TRAINING.** From time to time, the parties may enter into written work orders that reference this Agreement (each, a “*Statement of Work*”), describing certain configuration, implementation, training and other professional services to be provided by FTR (“*Professional Services*”). FTR will perform the Professional Services in a professional and workmanlike manner. Client agrees to perform any of its obligations set forth in any Statement of Work, and will reasonably cooperate with FTR in the performance of the Professional Services, including, without limitation, providing all information and personnel reasonably requested by FTR in the performance of the Professional Services. In addition, Client will provide any required consents in a timely manner.

4. **RESTRICTIONS.** Client will not, and will not permit any end user of the FTR Offerings to: (a) use the FTR Offerings to harvest, collect, gather or assemble information or data regarding any third parties without their consent; (b) reverse engineer, disassemble or decompile any component of the FTR Offerings; (c) sublicense any of Client’s rights under this Agreement, or otherwise use the FTR Offerings for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the FTR Offering; or (e) otherwise use the FTR Service in any manner that exceeds the scope of use permitted under Section 2.1.

5. FEES AND PAYMENT.

5.1 **Fees.** Client will pay the fees set forth on the applicable Order Form (“*Fees*”).

5.2 **Payments.** Other than Fees pertaining to Professional Services, all Fees are due and payable in advance. Client will pay FTR all amounts due under this Agreement within thirty (30) days after the date of the invoice therefor. Any amount that is not paid when due will accrue interest at one and one half percent (1.5%) per month or the maximum rate

permitted by applicable law, whichever is less, from the due date until paid.

5.3 Taxes. Client (if Client does not provide tax-exempt certificate) will be responsible for payment of all taxes (other than taxes based on FTR's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to FTR under this Agreement or the provision of the FTR Technology to Client. Client will make all payments of Fees to FTR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to FTR will be Client's sole responsibility, and Client will provide FTR with official receipts issued by the appropriate taxing authority, or such other evidence as the FTR may reasonably request, to establish that such taxes have been paid.

5.4 Records; Audit. During the term of this Agreement, and for at least three (3) years after its expiration or termination ("**Records Term**"), Client will maintain at its principal place of business complete and accurate records with respect to Client's activities pursuant to this Agreement, including the number of courtrooms in which the FTR Offerings were used/deployed, the FTR Offerings used in each courtroom and all other data reasonably needed for verification of amounts to be paid to FTR under this Agreement. During the Records Term, FTR will have the right, during normal business hours and upon at least ten (10) days prior notice, to have an independent audit firm selected by FTR and reasonably acceptable to Client inspect Client's facilities and audit Client's records relating to Client's activities pursuant to this Agreement in order to verify that Client has paid to FTR the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at FTR's expense, unless the audit reveals that Client has underpaid the amounts owed to FTR by five percent (5%) or more during the audited period, in which case Client will reimburse FTR for all reasonable costs and expenses incurred by FTR in connection with such audit. Client will promptly pay to FTR any amounts shown by any such audit to be owing plus interest as provided in the subsection titled Payments. Such audits will be conducted no more than once in any period of twelve consecutive months. Any confidential or proprietary information of Client disclosed to FTR or the independent accounting firm in the course of the audit will be deemed the Confidential Information of Client, and any independent auditing firm will agree to be bound by confidentiality terms at least as protective as those set forth in the section titled Confidentiality.

6. CONFIDENTIAL INFORMATION. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the FTR Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this

Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. DATA SECURITY. FTR will implement and maintain throughout the term of this Agreement, commercially reasonable administrative, physical and technical safeguards designed to protect any Client Data collected by the SaaS Services against accidental loss and unauthorized access, disclosure and use. Unless otherwise agreed by Client, all Client Data will be processed in the United States. In the event FTR becomes aware of any accidental loss or unauthorized access, disclosure or use of any Confidential Client Data that is personal data or personally identifiable information as defined under laws applicable to the FTR Offerings (a "**Security Incident**"), FTR will (i) promptly notify Client of such Security Incident, and (ii) provide Client with a description of the Security Incident, including, to the extent known to FTR, the nature of the information compromised, along with regular updates related thereto, and steps being taken to mitigate the potential risks associated with such Security Incident. Client is solely responsible for compliance with incident notification laws applicable to Client and fulfilling any third party notification obligations related to any Security Incidents. FTR's notification of or response to any Security Incident under this Section 7 will not be construed as an acknowledgment by FTR of any fault or liability with respect to the Security Incident.

8. OWNERSHIP.

8.1 FTR System and Technology. Client acknowledges that FTR retains all right, title and interest in and to the FTR Offerings, Performance Data and all software and all FTR proprietary information and technology used by FTR or provided to Client in connection with the FTR Offerings (the "**FTR Technology**"), and that the FTR Technology is protected by intellectual property rights owned by or licensed to FTR. Other than as expressly set forth in this Agreement, no license or other rights in the FTR Technology are granted to the Client.

8.2 Client Data. Client retains all right, title and interest in and to the Client Data. Client hereby grants to FTR a non-exclusive, royalty-free and fully paid license to use Client Data for the purpose of providing the FTR Offerings and Professional Services. In addition, Client hereby grants to FTR a non-exclusive, royalty-free, fully-paid, irrevocable and perpetual right and license to use Client Data (i) on an aggregated and de-identified basis, and (ii) collected from, or in connection with, public courtroom proceedings, in each case, for the purpose of testing, product maintenance, support,

development and improvement of FTR's products and services. Further and without limiting the foregoing, Client acknowledges and agrees that FTR may be collecting personal information from users and data subjects of the FTR Offerings in connection with its privacy policy available at: <https://www.fortherecord.com/privacy/>, as may be updated by FTR from time to time. FTR will not otherwise knowingly use or access any Client Data unless authorized to do so by Client.

8.3 Performance Data. FTR shall have the right to collect and analyze Performance Data, and FTR will be free (during and after the term of this Agreement) to use such Performance Data for any legal purpose; *provided, that*, such use does not reveal the identity of Client or any judge, attorney, witness, litigant or other courtroom personnel.

8.4 Feedback. Client hereby grants FTR a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the FTR Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the FTR Service. FTR shall not identify Client as the source of any such feedback.

9. CLIENT'S OTHER OBLIGATIONS

9.1 Compliance with Laws. Client will at all times comply with all laws and regulations applicable to its use of the FTR Offerings, including providing any notices and/or collecting any consents necessary to record any individual's name, statement(s), recording(s), likeness, image, biographical information or other personal information in connection with the FTR Offerings.

9.2 Account and Passwords. Client will be solely responsible for (i) maintaining the confidentiality and security of all user name(s), password(s) and other access credential(s) used by Client to access its FTR Offerings account ("Account"), and (ii) any unauthorized use of Client's Account (except to the extent caused by FTR's willful misconduct or negligence). In the event of any unauthorized use of Client's Account, Client will promptly notify FTR and take any actions reasonably requested by FTR in connection with such unauthorized access.

9.3 Equipment and Facilities. Except to the extent expressly undertaken by FTR as part of its Professional Services under a Statement of Work, Client is solely responsible for providing, installing and maintaining, at its sole cost and expense, all equipment, hardware, peripherals, facilities, software and services necessary for Client's access to and use of the FTR Offerings, including without limitation, all cameras, recorders, mixers and microphones as may be required to use the FTR Offerings in accordance with the terms herein.

9.4 Client Backups. Unless Client has an active subscription to the Storage Services, FTR has no obligation to store any Client Data and Client shall be solely responsible for creating and maintaining backups of Client Data. In the event Client has an active subscription to the Storage Services, Client

will be solely responsible for specifying which items of Client Data will be backed up by the Storage Services. FTR will have no liability for any failures by Client to backup any Client Data that was not required to be backed up in connection with the Storage Services.

9.5 Recording Responsibility. Client acknowledges and agrees that Client is responsible for starting and stopping all recordings, including audio and visual recordings, to be created in connection with the FTR Offerings. FTR will have no liability for any failures or omissions of Client or its personnel, to start or stop any recordings.

10. TERM AND TERMINATION

10.1 Term. Unless earlier terminated pursuant to the subsection titled Termination, the term of this Agreement shall commence as of the Effective Date and shall continue for period of three (3) years (the "Term"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall be renewed for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 10.

10.2 Termination.

(a) For Breach. Either party (the "Non-breaching Party") may terminate this Agreement, effective immediately upon written notice to the other party (the "Breaching Party"), if the Breaching Party materially breaches any provision of this Agreement and does not substantially cure the breach within sixty (60) days after receiving written notice thereof from the Non-breaching Party.

(b) Changes in Law. If the obligations imposed upon either party under this Agreement are materially changed, or are made illegal, pursuant to a statute or court mandate (including, without limitation, local court rules and state Supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes within fourteen (14) days, then either party may terminate this Agreement upon ten (10) days written notice to the other party.

10.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts owed to FTR under this Agreement before such termination or expiration will be immediately due and payable, (excluding with respect to perpetual Software licenses) all licensed rights granted in this Agreement will immediately cease to exist, and Client must promptly discontinue further use of the FTR Offerings, and Client must return to FTR any copies of the Documentation that the Client is not entitled to keep pursuant

to this subsection and certify to FTR in writing signed by an officer of Client that it has fully complied with the foregoing.

10.4 Access to Data. For a period of thirty (30) days after the termination/expiration of this Agreement, Client shall have the right to download, in a format supported by FTR, electronic versions of the Client Data that are available in the SaaS Services. At the end of such ninety (90) day period, FTR shall have no further obligation to host any Client Data.

10.5 Survival. Sections and subsections titled Definitions, Restrictions, Ownership, Fees and Payment, Confidential Information, Warranties; Disclaimer, Indemnification, Limitation of Liability, Effects of Termination, Access to Data, Survival, and General Provisions will survive expiration or termination of this Agreement for any reason.

11. WARRANTY; DISCLAIMER.

11.1 Limited Warranty. FTR warrants that when used as permitted by FTR and in accordance with the Documentation (i) during the term of this Agreement, the SaaS Service, and (ii) for a period of ninety (90) days from the date of delivery, the Software, in each case will operate as described in the Documentation in all material respects. If Client notifies FTR of any breach of the foregoing warranty, FTR shall, as Client's sole and exclusive remedy, use commercial reasonable efforts to repair or replace the non-conforming FTR Offering as quickly as is reasonably possible. Notwithstanding anything to the contrary herein, the foregoing warranty will not apply to any Software that is made available free of charge.

11.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE FTR OFFERING AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (B) FTR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 Client Data Disclaimer. Client acknowledges that FTR does not edit, and cannot verify, the completeness or accuracy of the Client Data or any information therein. FTR has no control over the content of any Client Data made available through the FTR Offerings, and FTR shall not be responsible for any actual or alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Data.

12. INDEMNIFICATION

12.1 By FTR. FTR will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the FTR Technology infringes any U.S. copyrights or patents or misappropriates any trade secrets, and FTR will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If any FTR Technology becomes, or in FTR's opinion is likely to become, the subject

of an infringement claim, FTR may, at its option and expense, either (a) procure for Client the right to continue exercising the rights licensed to Client in this Agreement; (b) replace or modify the FTR Technology so that it becomes non-infringing and remains functionally equivalent; or (c) refund to Client any payments of prepaid Fees made by Client to FTR pursuant to the subsection titled Fees and Payment (to the extent that such payments have not been recouped through credits against accrued Fees), and terminate this Agreement by written notice to Client, in accordance with the subsection titled Notices. Notwithstanding the foregoing, FTR will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the FTR Technology by Client or any of its personnel; (x) any use of the FTR Technology in combination with other products, equipment, software, or data not supplied by FTR or authorized by FTR in writing; (y) any use, reproduction, or distribution of any release of the FTR Technology other than the most current release made available to Client; or (z) any modification of the FTR Technology by any person other than FTR or its authorized agents or contractors. This subsection states FTR's entire liability and Client's sole and exclusive remedy for infringement claims and actions.

12.2 Procedure. As a condition of FTR's performance of its indemnification obligations hereunder, Client must (a) promptly notify FTR of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "Claim"); *provided, that*, FTR shall only be relieved of its obligations hereunder to the extent any delay by Client materially prejudices FTR's ability to defend such Claim, and (b) give the FTR the sole control over the defense and settlement of such Claim; *provided, that*, FTR may not enter into any settlement that requires Client to admit liability or pay any sum without the prior written consent of Client, such consent not to be unreasonably withheld, delayed or conditioned.

13. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FTR OR CLIENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL FTR'S OR CLIENT'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY FTR FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

14. INSURANCE. During the term of this Agreement, FTR will maintain the following insurance coverage: (a) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate, and (b) Worker's Compensation Insurance in amounts required by applicable law.

15. GENERAL PROVISIONS

15.1 Governing Law. This Agreement and any actions related thereto will be governed by and under the Federal laws of the United States of America, and, to the extent not superseded by such federal laws, the state of Delaware, without giving effect to any conflicts of law principles that require the application of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15.2 Export. Client agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from FTR, or any products utilizing such data, in violation of the United States export laws or regulations.

15.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.5 Remedies. Except as provided in the sections titled Indemnification and Limited Warranty, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the FTR Offerings, and Documentation contain valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of the subsections titled Restrictions, or the section titled Confidentiality or any other breach of its obligations with respect to intellectual property rights of FTR will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

15.6 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.7 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by any event beyond the control of such party, including without limitation, issues arising from bugs or other problems in the software, firmware or hardware of a party's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, pandemic, epidemic, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror (a "*Force Majeure Event*"), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

15.8 Independent Contractors. Client's relationship to FTR is that of an independent contractor, and neither party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of FTR.

15.9 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Initial Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

15.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

15.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and CEO of FTR.

EXHIBIT A
PREMIUM SUPPORT

1. DEFINITIONS. The following capitalized terms will have the definitions set forth below:

1.1 “Normal Business Hours” means 4 a.m. to 5 p.m. Pacific Time Monday through Friday excluding federal holidays.

1.2 “Scheduled Downtime” means the total amount of time during any calendar month, measured in minutes, during which Client is not able to access the SaaS Service due to planned system maintenance performed by FTR. FTR will exercise reasonable efforts to perform scheduled system maintenance between the hours of 10 p.m. and 2 a.m. Pacific Time. FTR will provide Client with reasonable prior notice of such Scheduled Downtime.

“Update” means a revision to the Software to provide bug fixes, corrections and minor enhancements. Updates are designated by progressing the version number to the right of decimal (e.g. v 1.1 to v 1.2)

“Upgrade” means any new version of the Software incorporating major new features and enhancements. Upgrades are designated by progressing the version number to the left of the decimal (e.g. v 1.0 to v 2.0).

HELP DESK SUPPORT

2.1 Help Desk. FTR will provide telephone or e-mail support for the FTR Offerings covered under this Premium Support addendum during FTR's Normal Business Hours to assist in identifying and diagnosing problems with the FTR Offerings (such as error messages, bug fixes, basic “how-to” functionality questions, installations, Software Updates and Software Upgrades). All Help Desk calls shall, if necessary, be prioritized according to the severity of a call, as determined by FTR in its discretion. FTR Help Desk hours, time zones, and policies are subject to change at the option of FTR. Help Desk Support does not include Professional Services which shall expressly be undertaken through Statement of Work.

1.2 Contacts. Client shall appoint up to three (3) people as its authorized customer support contacts. Upon acknowledgement by FTR, authorized technical support contacts may contact FTR for support. Authorized technical support contacts must complete training on the operation and maintenance of the FTR Offerings as specified by FTR.

Assistance. Client shall promptly advise FTR of any failure with the FTR Offerings to comply with its Documentation in all material respects and shall provide reasonable assistance and cooperation to allow FTR to define and resolve such non-compliance. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.

Remote Diagnostics. Client agrees to allow FTR reasonable remote access to the Software in order to provide the necessary support pursuant to this Premium Support addendum. Remote Diagnostics may include, with Client acceptance, Enterprise Monitoring Service (“EMS”), a SaaS Service included with Premium Support. Any Professional Services required to activate EMS shall be expressly undertaken through Statement of Work.

Response and Resolution Times. During Normal Business Hours, FTR will provide an initial response to any support request within eight (8) business hours. Thereafter, FTR will use commercially reasonable efforts to provide a work around and/or permanent fix within two (2) business days. Progress of FTR's efforts may be tracked through its customer portal. Should FTR, in its sole judgment, determines that there is a reproducible error in the Software, it will, at its sole option, provide Client with a fix/workaround, or instruct Client to install a newer version of the Software with that error corrected.

A-1

ForTheRecord Master Service Terms & Conditions | v.5. | May 2020

Exceptions to Support. FTR will have no obligation under with respect to any errors, defects, delays, downtime or other support issues to the extent caused by: (i) non-compliance by Client with any provision of this Premium Support addendum; (ii) incompatibility of Client's equipment or software with the SaaS Service or Software; (iii) actions or inactions of Client or third parties; (iv) Client's use of the SaaS Service or Software after FTR has advised Client to modify its use of the SaaS Service or Software, if Client did not modify its use as advised; (v) acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the SaaS Service by means of Client's passwords or equipment; (vi) performance of Client's systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Client's bandwidth limitations; or (ix) Scheduled Downtime.

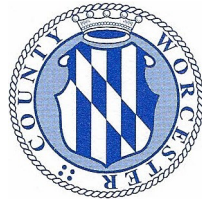
2. CLIENT REQUIREMENTS.

Client Networks and Support Environment. Client is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Client is responsible for correctly configuring its systems in accordance with any instructions provided by FTR, as may be necessary for provision of access to the features and functions of the SaaS Service and Software. Information related to supported environments may be found in the Documentation at www.fortherecord.com.

Client Assistance. Client will reasonably cooperate with FTR with any support request, and provide FTR with such information as reasonably requested by FTR, including, without limitation: (a) a general description of Client's operating environment, (b) a list of all hardware components, operating systems and networks, (c) information necessary for FTR to reproduce the issue, and (d) any log files, trace and system files FTR requests, to assist with troubleshooting the issue. Client acknowledges that any failure to provide this information may prevent or delay FTR in providing support contemplated hereunder, and that FTR will not be responsible for any such delays.

Maintenance. FTR will provide Updates to the Software that are commercially released during the Term. All Updates are released in the sole discretion of FTR, and FTR has no obligation to create any Updates. Premium Support does not include the provision of Upgrades.

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: December 19, 2024
SUBJECT: Solid Waste Surplus Equipment

Public Works, Solid Waste Division is requesting Commissioner approval to surplus our 2007 Tarp-o-matic, Asset#176, as it is not functioning and beyond repair. We are currently using a 2020-year model, Asset#232, that is compatible for parts from the 2007 model.

We would like to salvage any parts usable from the 2007 model and sell the remaining metal at the current market rate to the local scrap yard. Similar Solid Waste equipment has been sold on GovDeal for a fraction of the scrap metal value, therefore we are requesting to forgo the GovDeals process.

Please let me know if there are any questions.

cc: Chris Clasing
David Candy

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

M E M O R A N D U M

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: December 23, 2024
SUBJECT: Berlin Health Flooring Replacement

Public Works Maintenance Division is requesting Commissioner approval of a \$17,820.02 change order for the Berlin Health Department Flooring Replacement Project. The original project was approved for \$115,622.76 in Assigned Fund Balance (New World Project Code: HD Berlin Floor) but did not include the entire lab/exam area because some floor areas in the build were only 3 years old. However, flooring in other areas requires the grinding of the concrete and adding a layer of composite material to ensure a proper base for the new flooring. With this added work, any existing areas where flooring is not being changed will have a deviation in the floor surface. Funding for this change order is available in Assigned Fund Balance project County Building Repairs and Improvements (New World Project Code: Bldg Repair Imp).

It is recommended all areas within the labs be completed during this replacement process to avoid the creation of tripping hazards. Value Carpet One holds the original contract for the flooring replacement. This change order proposal is formulated using the competitively bid Sourcewell cooperative pricing contract #061323-TFU.

Please let me know if there are any questions.

Attachments

cc: Kim Reynolds, Budget Officer
 Nick Rice, Procurement Officer
 Chris Clasing, Deputy Director
 Michael Hutchinson, Maintenance Superintendent



Value Carpet One

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

SOURCEWELL CHANGE REQUEST

TO: Worcester Co DPW

DATE: December 18, 2024

FROM: Daniel Brissey

SUBJECT: Berlin Health Dept.

RE: Exam 163, Dress 164, Exam 158, Dress 157, Storage 162, Janitor 159, Storage 160

Materials- 576 sf Tarkett Event 12x24 #PETR 11195 Primrose Travertine @ \$4.00 = \$2,304.00

360 LF 4" Vinyl Cove Base #85 Burgundy- furnish and install @ \$3.95 = \$1,422.00

1-4GL 959 adhesive @ \$166.34

TOTAL MATERIALS \$3,892.34

Labor-

576 sf Demo VCT @ \$1.66 = \$956.16

576 sf Sand existing finish (Grind) @ \$4.18 = \$2,407.68

576 sf Apply MI Moisture Limiter @ \$5.25 = \$3,024.00

576 sf Application of Primer @ \$1.01 = \$581.76

576 sf Pour Self Leveling ¼ inch @ \$8.24 = \$4,746.24 (rate listed is for 1/8 coverage)

576 sf Installation of LVT @ \$3.84 = \$2,211.84

TOTAL LABOR \$13,927.68

TOTAL CHANGE- \$17,820.02

PRICING IS ALL PER SOURCEWELL CONTRACT 061323-TFU



Ship To

Maintenance
6113 Timmons Road
Snow Hill, MD 21863

Bill To

Maintenance
6113 Timmons Road
Snow Hill, MD 21863

ITEM 4

Purchase Order
No. 2025-00000035

DATE 09/26/2024

VENDOR 1409 - VALUE CARPET ONE

Reprint Purchase Order

Contract

VALUE CARPET ONE
DBA S LEE SMITH JR INC
1530 NORTH SALISBURY BLVD
SALISBURY, MD 21801

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY

SHIP VIA

FREIGHT TERMS

PAGE 1 of 1

ORIGINATOR: Nick Rice

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	Misc - Flooring Replacement for Berlin Health Department 240.9010.050 - Capital Equipment Building Improvements 115,622.76 HD Berlin Floor	Open	115,622.7600	\$115,622.76
TOTAL DUE					\$115,622.76

Special Instructions

NOTICE TO VENDORS - This order is subject to Worcester County, Maryland's Standard Terms and Conditions, which are available on the County's website at <https://www.co.worcester.md.us/commissioners/bids> or upon request to the County's Administration Office 410-632-1194.



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

APPROVED

MEMORANDUM

WSY 09/03/24

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.

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

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



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

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



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

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: December 19, 2024
SUBJECT: Mobile Belt Filter Press Repair

Public Works is requesting Commissioner approval to use \$110,350.00 from the Riddle Farm Capital Equipment account no. 570.9010 to purchase a replacement trailer for the belt filter press and the remount the existing press onto the new trailer. The existing trailer has structural deficiencies and is in need of replacement. It is requested that all work be conducted by MSD Environmental Services, Inc. Funding was approved in the FY 25 budget and \$175,000.00 is available. MSD Environmental Services, Inc is the original manufacturer and have the necessary equipment and skill set to properly remove and reinstall the belt filter press, therefore Public Works is requesting to contract them directly.

The belt filter press is a required piece of equipment in the treatment process and is used to dewater biosolids. The existing trailer mounted unit was manufactured in 2009. The press itself continues to work well and will see continued use after the wastewater plant upgrades are complete. The trailer that the press is mounted to has a bent structural beam and a significant amount of rust and deterioration of the metal. Without a working belt filter press, biosolids will accumulate in the plant causing multiple equipment failures, permit violations, and potential enforcement action from MDE.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
 Tony Fascelli
 Quinn Dittrich
 Nick Rice



September 10, 2024

Shane Odegaard
Chief Plant Operator
Worcester County Government
1000 Shore In
Berlin, MD. 21811
E-mail: sodegaard@co.worcester.md.us

RE: Remounting DDP Press on New Gooseneck Trailer

Dear Shane,

MSD Environmental Services, Inc. is pleased to provide you with the following revised quotation for supplying a new gooseneck trailer and transferring the DDP Press onto the New Trailer. MSD is a company that specializes in sales, installation and operation and service of mechanical solids dewatering equipment. We provide service and support for all of the equipment we sell. Please review the following:

Trailer Description

- Duratrail: 22' x 102" wide Deck over Gooseneck Trailer.
- Crossmembers at 12" spacing.
- Hot dipped galvanized frame.
- 2 axles 7,000# each w/electric brakes on both axles.
- Slipper spring suspension.
- Tires; ST235/80R16 on Aluminum rims.
- Pair of drop leg jacks 12K at front, with spare handle, remove lynch pin to allow for independent operation.
- Individual drop leg jacks 12K at rear.
- Roof; All aluminum. Top rail is 6061-T6 extruded aluminum shaped to carry the rollers. Black cold-rated pelmet. The roof is of .040 aluminum, roof sheet is one pc. The roof bows are aluminum and spaced at 24" centers. A premium grade adhesive is used at all roof sheet and supporting member interfaces. The longitudinal edge of the sheet is capped around rail and fastened every 4 inches using stainless steel rivets. One clearance light at each front corner. The rear roof has a drip strip.

- Curtains: Curtainsider - Strat-a-lite curtains have stainless steel buckles CSB1006 push button release fastened to PVC welded straps at 24" centers. The standard Grease filled stainless steel shielded bearing maintenance free rollers are fastened to the webbing. The 26oz. 2x2 double thread, panama weave is PVC coated to meet the highest standards. Color; Choice of 20 colors.
- Curtain Tensioners: At rear. The Eurotensioner is a ratchet type mechanism having the instant release feature.
- Rear Frame: A steel formed 6x6 post which houses the curtain tensioners. The header 5 inches deep (grade 44w). Five clearance lights on upper header. LED penny lights.
- Rear opening: Roll up tarp flap or side to side curtain.
- Two stainless electric infra-red heaters mounted overhead.
- Six LED wet location lights mounted overhead.

Scope of Work

MSD will perform/provide the following:

- Provide curtainside trailer, complete with heaters, lights and 10 gauge stainless steel floor.
- Transfer current DDP press owned by Worcester County to new MSD supplied trailer.
- Fasten DDP to new trailer.
- Install new RV entry door.
- Install new RV entry steps.
- Check operation of DDP press. (Any work performed on press will be billed additionally)

Worcester County to Provide:

Current trailer transportation from Worcester County to MSD Eaton Ohio.

Timeline

With our current schedule, this unit would take an approximate 6-8 months at our facility for completion of the work.

Pricing

The price for the new Gooseneck Trailer and work performed as outlined above is **\$110,350.00**

(Optional) New Polymer System Installed

One new SNF Flo quip EM30 6GPH polymer system installed on trailer is **\$28,500.00**

Customer responsible for delivery of the current Trailer to our facility. MSD will use a third party transportation company to deliver the new Trailer to Worcester County. Delivery included in pricing.

Assumptions

Note: MSD would take ownership and be responsible for disposal of the old gooseneck trailer.

Payment Terms

Terms of payment are 30% upon receipt of this signed agreement, and balance to be paid upon delivery.

Taxes and Other Charges: Any use tax, sales tax, excise tax, duty, custom, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. **However, in the event any governmental authority subsequently requires Seller to pay any such tax, fee or charge, then Buyer shall be responsible for and shall promptly reimburse Seller for the full amount that Seller is required to pay.**

Thank you for the opportunity to extend this proposal. If you have any questions or concerns, don't hesitate to call.

Sincerely,

Jim Roell

Jim Roell
MSD Environmental Services, Inc.

Limitation of Liability

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment, and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against any and all accidents, injuries, losses and liabilities.

Choice of Forum and Applicable Law

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

ACCEPTANCE OF THIS PROPOSAL:

We accept the terms and conditions of this proposal as prepared and presented to Worcester County Government this _____ day of _____, 2024.

By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services, Inc.

Worcester County Government

Signature_____
Signature_____
Title_____
Title_____
Date_____
Date



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: January 7, 2025
 RE: Recommendation to Award – John Walter Smith and Newtown Park Bathroom Renovations

Recreation and Parks along with the County's Procurement Officer is recommending the County award the John Walter Smith and Newtown Park Bathroom Renovations to Harvey Construction. Proposals were due and opened on Friday, November 22, 2024. Six proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of four members reviewed each proposal individually prior to an overall group average being established. All four members of the committee agree that the highest scoring proposal, which was received from Harvey Construction, represents the best value to Worcester County. The total contract award amount is \$120,175.

Funding for this project was approved by Program Open Space under account 100.1602.500.6160.241, Grant Programs New Park Development. Project Open Space funding is 90% reimbursable.

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

John Walter Smith Park & Newtown Bathroom Renovations
Friday, November 22, 2024 at 2:30pm
Request for Proposals Tabulation Sheet
<u>Respondent's Name(s):</u>
Colossal Contractors
Popowski Brothers, Inc.
INL Contractor LLC
Grassfield Construction
Gillis Gilkerson Construction
Harvey Construction



WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS
1 WEST MARKET STREET, ROOM 1103
SNOW HILL, MARYLAND 21863
410-632-1194
FAX: 410-632-3131

Weston Young
Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP
Procurement Officer

CONTRACT

THIS CONTRACT, made on January 7, 2025, between the County Commissioners of Worcester County, Maryland ("County"); and Harvey Construction ("Successful Vendor").

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the JOHN WALTER SMITH PARK & NEWTOWN BATHROOM RENOVATIONS.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$120,175.
5. The term 'Contract Documents' means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Section V: Evaluation and Selection Process
 - i. Form of Proposal
 - j. References
 - k. Exceptions
 - l. Individual Principal
 - m. Vendor's Affidavit of Qualification to Bid
 - n. Non-Collusive Affidavit
 - o. Addenda
 - p. Successful Vendor's Completed Proposal Documents
 - q. Notice of Award

- r. Notice to Proceed
6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
 7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Proposal Documents.
 8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

**CONTRACTOR:
HARVEY CONSTRUCTION**

By:
Title:
Date:



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: January 7, 2025
RE: Request for Contract Renewal – Facility Dude/Brightly Software Renewal

Public Works is seeking Commissioner approval to renew the Maintenance Division's work order and inventory program for a three-year term at a total cost of \$68,593.44. This renewal results in savings of \$16,382.16 compared to one-year contracts with annual price increases. The three-year agreement also benefits from a reduced rate due to the extended commitment. Historically, the vendor applied a minimum 5% annual increase, but this renewal follows a fixed fee structure:

- FY 2026: \$22,203.91 (12% discount from the standard annual cost of \$25,056.50)
- FY 2027: \$22,851.53 (2.9% increase)
- FY 2028: \$23,538.00 (3% increase)

The Maintenance Division relies on this program to manage all work orders, building repairs, custodial product deliveries, and asset management, with a current total of 57,700 work orders recorded. The software is vital to daily operations, enabling efficient tracking of facility repairs, preventive maintenance, and inventory management. Currently, 212 users utilize the software across 59 county facilities, streamlining workflows and enhancing productivity.

Funding for this program is available under account 100.1201.6130.035, with \$24,450 allocated in the FY 2025 budget for the work order software.

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



PREPARED FOR

Worcester County MD ("Customer")

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

December 09, 2024



December 09, 2024
Worcester County MD

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for Worcester County MD.

Service Term: 36 months (07/01/2025 - 06/30/2028)

Cloud Services			
Item	Start Date	End Date	Investment
Facilities/Physical Plant Module	7/1/2025	6/30/2026	\$0.00
Asset Essentials Core Plus	7/1/2025	6/30/2026	\$11,410.35
Dude Analytics	7/1/2025	6/30/2026	\$0.00
Asset Essentials Inventory	7/1/2025	6/30/2026	\$0.00
Predictor Facilities/Physical Plant	7/1/2025	6/30/2026	\$0.00
Capital Predictor Enterprise	7/1/2025	6/30/2026	\$10,793.56
Annual Renewal:			\$22,203.91 USD

*Your Sourcewell discount has been applied.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2026	Investment Year 3 Start Date: 07/01/2027
- Facilities/Physical Plant Module	Included	Included
Asset Essentials Core Plus	11,410.35 USD	11,410.35 USD
- Dude Analytics	Included	Included
- Asset Essentials Inventory	Included	Included
- Predictor Facilities/Physical Plant	Included	Included
Capital Predictor Enterprise	11,441.18 USD	12,127.65 USD
Total:	22,851.53 USD	23,538.00 USD



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption



certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable



business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-425785 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-425785
December 09, 2024, 11:28:10 AM

Accepted by:

Printed Name

Signed Name

Title

Date



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

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

Subject: **Rural Legacy – FY 22 Agreement of Sale**
Coastal Bays Rural Legacy Area
Rose/Fair, TM 93, P 49, 7 lots
58.68 +/- Acres – REVISED to 86.23 Acres

Date: 12/27/24

Attached you will find a memorandum from Katherine Munson with a revised application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the County Commissioners. This Agreement of Sale was previously approved on February 20, 2024. Since the acreage differed by over 10% after the survey, new appraisals and a new agreement of sale were required. The landowner has accepted the new offer, which was an average of the new appraisals.

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.

With respect to this particular property, the land is within a high value area for protection for agriculture and borders Big Millpond with forested buffers. The protection preserves the landscape viewshed and is within an area of protected farmlands. The owner is surrendering seven (7) subdivision and development lots, save a single permitted residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

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

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

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 *KM*

SUBJECT: Coastal Bays Rural Legacy Area—Rose/Fair Tax Map 93, Parcel 49, 7 lots; 86.23 +/- acres; Agreement of Sale--REVISED

DATE: December 12, 2024

This project is to be funded by FY22 Coastal Bays Rural Legacy Area funds. A map is attached showing the location of this property in the Rural Legacy Area.

The seven (7) lots will be eliminated; no subdivision will be allowed by the deed of easement. One home will be allowed. Impervious surface will be strictly limited, so no CAFOs would be allowed.

An agreement of sale was executed February 20, 2024 for the average of two easement values: \$173,000. A survey was then completed which found the property to be 86.23 acres including the wetlands and portion of Big Mill Pond. Prior to this survey the acreage was assumed to be 58.68 acres.

Since the acreage was found to be 10% greater than assumed, updated appraisals and a new agreement of sale was required.

The two revised values are: \$233,000 and \$198,000 (summaries attached). The landowners have agreed to the average of the two: \$2,499.13 per acre; \$215,500.

Attached is an agreement of sale that has been signed by the landowners. Please let me know of any questions you have.

Attachments



Executive Summary

Appraisal Of Tax Map 93, Grid 22, Parcel 49, Lots 2A-2D, 3, 4 and 5
 Effective Date of Value November 1, 2024
 Date of Inspection November 1, 2024
 Report Date: November 4, 2024
 Report Type: Appraisal Report
 Owner(s) of Record Robert D. Rose, Bonne L. Rose and Freddie Ray Fair, Jr.
 Intended User The client and intended user is Worcester County and it's designated contractors and agents.

The intended use is to provide an opinion of market value of the larger parcel for the placement of a Conservation Easement on the larger parcel in accordance with the "Before and After Rule"

Intended Use

Property Location Tax Map 93, Grid 22, Parcel 49, Lots 2A-2D, 3, 4 and 5
 North of Big Millpond Road and West of Steel Pond Road

Tax Identification	Lot	Size-Acres	Tax ID
	2A	7.73	24-08-005982
	2B	7.28	24-08-013748
	2C	7.53	24-08-013756
	2D	9.09	24-08-013764
	3	8.85	24-08-013292
	4	10.16	24-08-013306
	5	8.04	24-08-013314
	Remainder	27.55	

Total Land Area - Larger Parcel 86.23 +/- Acres

Property Rights Appraised Fee Simple

Improvements Vacant and unimproved

Highest and Best Use Agriculture, Timber, Outdoor Recreation

Value

Before Value \$ 543,000

After Value \$ 310,000

Estimated Value of Easement \$ 233,000

Unit Value per Acre of Acquisition \$ 2,700

<u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u>		
REPORT TYPE:	Appraisal Report File No. CC19428	
REPORT DATE:	October 22, 2024	
LOCATION:	North of Big Mill Rd Stockton, MD 21864 Map 93 Parcel 49 Lots 2A-2D, 3-5	
OWNER OF RECORD:	Robert D. Rose & Bonnie L. & Freddie Ray Fair	
LAND AREA BEFORE/AFTER:	86.23 +/- Acres (tax records)	86.23 +/- Acres
IMPROVEMENTS:	No improvements	
ZONING:	A-1 & RP	
CENSUS TRACT:	9514.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0375H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Residential	
HIGHEST AND BEST USE AFTER:	Agriculture w/ potential for a dwelling	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	\$474,000	
AFTER VALUE	\$276,000	
VALUE OF EASEMENT/DIFFERENCE:	\$198,000	
EFFECTIVE DATE	October 15, 2024	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

LEGEND

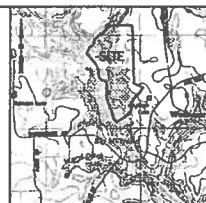
- - IRON ROD FOUND
- - CONCRETE MONUMENT FOUND
- - IRON PIPE FOUND
- - PROPERTY CORNER
- ▲ - AXLE FOUND
- - EXISTING PINE TREE

AREA CHART	
PARCEL 49 (CULTIVATED)	20.28 Ac
PARCEL 49 (WOODS/MARSH)	65.95 Ac
TOTAL AREA	86.23 Ac

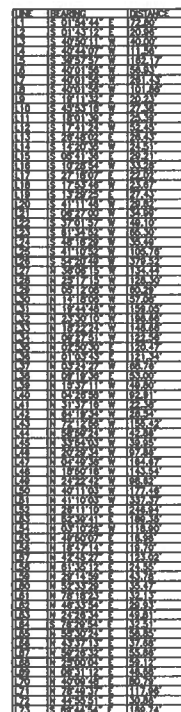
WORCESTER COUNTY ENVIRONMENTAL PROGRAMS
THIS LOT LINE REVISION SHOWN HEREON IS APPROVED AS BEING IN CONFORMANCE WITH THE WORCESTER COUNTY COMPREHENSIVE WATER AND SEWER PLAN. THIS APPROVAL DOES NOT SERVE AS A SANITARY CONSTRUCTION PERMIT AND THE PROPERTY OWNER IS NOTIFIED THAT HE MUST STILL APPLY FOR AND OBTAIN A SANITARY CONSTRUCTION PERMIT BEFORE DEVELOPING THE PROPERTY. AT THE TIME OF THE PERMIT APPLICATION, THE PROPERTY WILL BE EVALUATED PURSUANT TO COMAR 26.04.02.

APPROVING AUTHORITY _____ DATE: _____

WORCESTER COUNTY FOREST CONSERVATION LAW
IN ACCORDANCE WITH SUBTITLE IV, SECTION 1-403(b)(14) OF THE NATURAL RESOURCES ARTICLE OF THE WORCESTER COUNTY CODE OF PUBLIC LOCAL LAWS, THIS SUBDIVISION IS EXEMPT FROM THE COUNTY'S FOREST CONSERVATION LAW SINCE THE SUBDIVISION IS A BOUNDARY LINE ADJUSTMENT WITH NO ACCOMPANYING CHANGE IN LAND USE. ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.



VICINITY MAP
1" = 200'



- SITE NOTES:**
- OWNER: ROBERT D. ROSE, BONNIE L. ROSE, & FREDDIE RAY FAIR, JR.
2412 LAKELAND DRIVE
POCOCKE CITY, MD 21851
 - TAX MAP NO. 93, GRID 22, PARCEL 49, LOTS 2A-2D & 5-5
 - ACCOUNT NO. 08-005882, 08-013748, 08-013754, 08-013784, 08-013592, 08-013308, 08-013314
 - DEED REF.: 2881/725
 - PLAT REF.: 132/A & 224/48
 - SITE ADDRESS: BIG MILL ROAD
POCOCKE CITY, MD 21851
 - CURRENT USE: AGRICULTURAL
 - ZONING: A-1 & B2
 - SETBACKS: FRONT = 60' (FROM CL OF ROAD)
SIDE = 20'
REAR = 50'
 - AREA = AS SHOWN
 - AN ABSTRACT TITLE WAS PROVIDED PRIOR TO THIS SURVEY.
 - THIS SURVEY WAS BASED ON PHYSICAL EVIDENCE AND THE CURRENT PLAT OF RECORD.
 - ALL UTILITIES ARE UNDERGROUND OR AS SHOWN ON THIS SURVEY.
 - SEWER IS AS SHOWN, AND NO WATER WAS LOCATED FOR THIS PARCEL.
 - BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP 24047C 0375 H, DATED 7/18/2015, THE LOT SHOWN IS LOCATED IN ZONE X & ZONE A.
 - COORDINATES ARE MARYLAND STATE PLANE (NAD83).
 - NO WETLAND DELINEATION WAS CONDUCTED DURING THE TIME OF THE SURVEY.
 - THIS SITE IS LOCATED WITHIN THE CHINCOTEAGUE BAY WATERSHED (80330108).
 - THIS LOT CONSOLIDATION IS FOR AGRICULTURAL USE AND IS PERMANENT.

GRAPHIC SCALE
1" = 200'

PURPOSE STATEMENT
THE PURPOSE OF THIS PLAT IS TO RECORD THIS PARCEL IN A PERMANENT CONSERVATION EASEMENT BY ABANDONING THE INTERNAL PROPERTY LINES. LASTLY, THIS PLAT WILL CORRECT THE PREVIOUSLY RECORDED PLATS FOR THIS PARCEL. THE PROPERTY LINE IS BY AND WITH THE THALWEG OF BIG MILL POND.

OWNER'S & SURVEYOR'S CERTIFICATION

I/We certify that the requirements of "Real property," Section 3-108 of the Annotated Code of Maryland, latest edition, as far as it concerns the making of this plat and the setting of markers have been complied with, to the best of our knowledge.

OWNER: ROBERT D. ROSE DATE: _____

OWNER: BONNIE L. ROSE (DECEASED) DATE: _____

OWNER: FREDDIE RAY FAIR, JR. DATE: _____

SURVEYOR: Eron C. Young DATE: 3/2/24

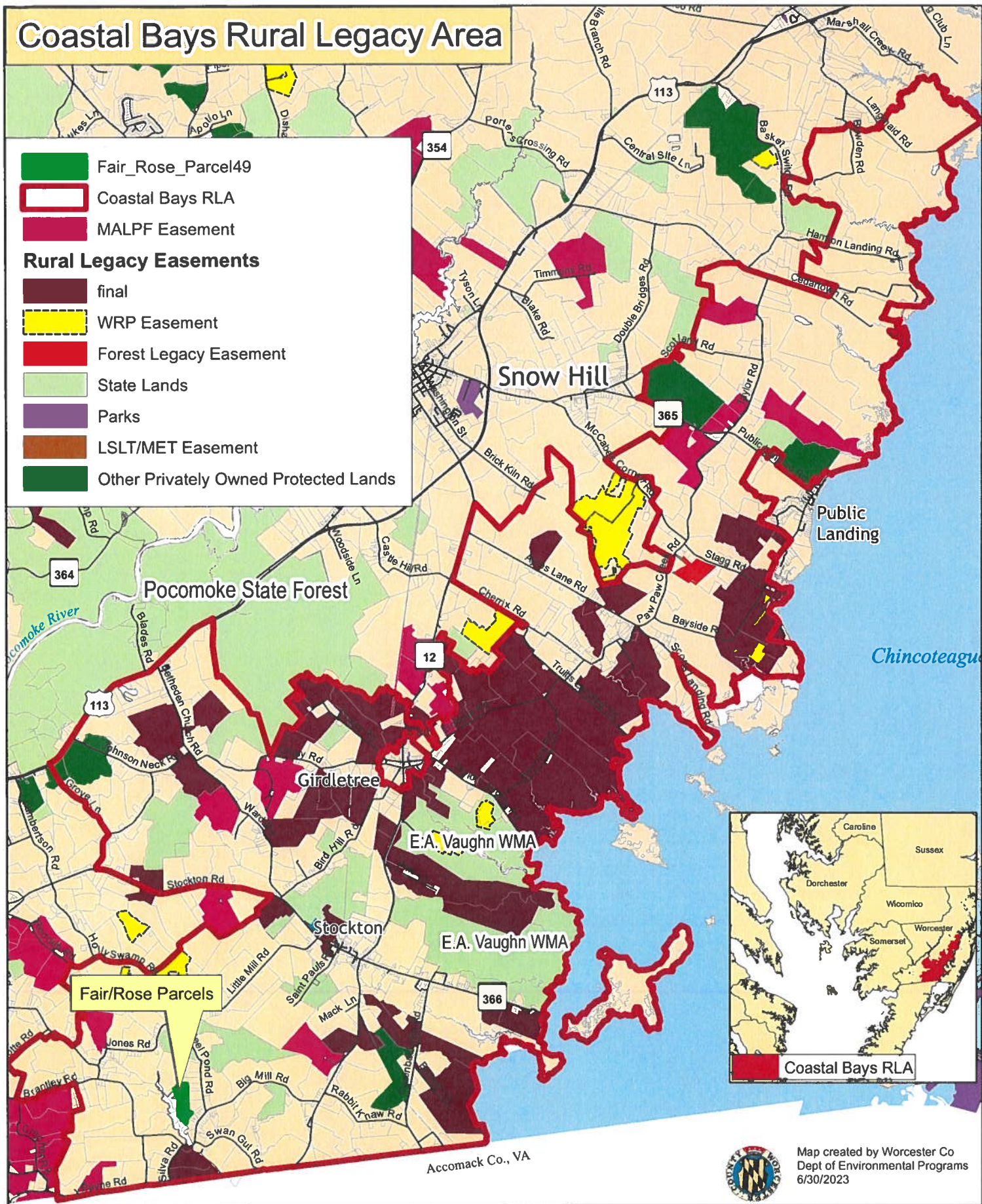
DRAFT
Professional Land Surveyor, MD No. 22027
Expiration: 4/20/2028

CONSERVATION EASEMENT:
REVISED & REASSEMBLED
OF THE LAND OF
ROBERT D. ROSE, BONNIE L.
ROSE & FREDDIE RAY FAIR, JR.
Tax Map 93 Grid 22 Parcel 49 Lots 2A-2D & 5-5
Plus 1121 & 2114-48 Dated 2011/11/15
English Election District
Worcester County, Maryland

George E. Young, III P.C.,
Engineers & Surveyors
dba: Hampshire, Hampshire, & Andrews
770 East College Avenue - Unit D
Salisbury, Maryland 21804
Phone: 410.743.4671 Email: Mather@ermsnet.net



SCALE: 1" = 200'
DRAWN BY: ECT
DATE DRAWN: 9/11/2024
DESIGNED BY: H/A
CHECKED BY: GCT
CADD FILE NAME: SM24033.dwg
PROJECT NUMBER: SM24033
SHEET OF: 1



Prior Agreement

AGREEMENT OF SALE

Feb **THIS AGREEMENT OF SALE** ("Agreement"), dated as of the 20th day of Feb, 2024 is made by and between ROBERT D. ROSE and FREDDIE RAY FAIR, JR., ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the eighth tax district of Worcester County, Maryland; which is one parcel, 58.68 acres total, more or less, divided into seven (7) lots, and located on Steel Pond Road, Stockton, MD 21864, having tax ID numbers of 08-005982, 08-013748, 08-013756, 08-013764, 08-013292, 08-013306, 08-013314, described in the deed recorded in Worcester County Land Records at Book 2891, Page 125.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are 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, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is which is recorded surveys of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Nine Hundred and Forty-Eight Dollars and 19/100 cents (\$2,948.19) 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 Sellers 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 January 24, 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, Sellers 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. The deed of easement shall include the right to one (1) single family detached dwelling unit, location of which will be subject to approval of Buyer. 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. Sellers 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 Sellers, 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. Sellers covenant 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, Sellers grant 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 Sellers are 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. Sellers 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 Sellers, 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 Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant 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 Sellers, 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 Sellers 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) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

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

7.3. The Sellers' 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 SELLERS AT CLOSING.

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

8.2. At Closing, Sellers 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 Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

- i) permit Sellers 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 Sellers' sole cost and expense, and
- ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers 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 Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers 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 Sellers 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, Sellers 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 Sellers, and the parties shall have no further obligation to each other.

SECTION 12. SURVEY PROVISION

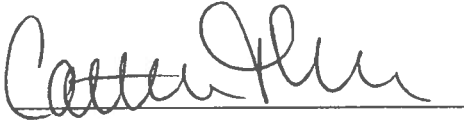
12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 58.68 acres. The purchase price of the easement shall be \$2,948.19 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected 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 58.68 acres, updated appraisals will be required and a new per acre 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 Sellers may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Sellers 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 Sellers, extend settlement a period of 120 days to permit Sellers 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:








Weston Young
Chief Administrative Officer

Approved as to legal form and sufficiency.


Roscoe R. Leslie
Worcester County Attorney

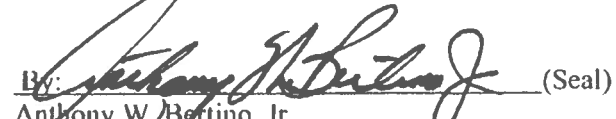
SELLERS

By:  (Seal)
Robert D. Rose

By:  (Seal)
Freddie Ray Fair, Jr.

BUYER

County Commissioners of Worcester County, Maryland

By:  (Seal)
Anthony W. Bertino, Jr.
President

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 202 is made by and between ROBERT D. ROSE and FREDDIE RAY FAIR, JR., ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the eighth tax district of Worcester County, Maryland; which is one parcel, 86.23 acres total, more or less, divided into seven (7) lots, and located on Steel Pond Road, Stockton, MD 21864, having tax ID numbers of 08-005982, 08-013748, 08-013756, 08-013764, 08-013292, 08-013306, 08-013314, described in the deed recorded in Worcester County Land Records at Book 2891, Page 125.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are 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, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a survey of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Four Hundred and Ninety-Nine Dollars and 13/100 cents (\$2,499.13) 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 Sellers 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 May 30, 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, Sellers 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. The deed of easement shall include the right to one (1) single family detached dwelling unit, location of which will be subject to approval of Buyer. 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. Sellers 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 Sellers, 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. Sellers covenant 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, Sellers grant 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 Sellers are 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. Sellers 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 Sellers, 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 Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant 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 Sellers, 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 Sellers 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) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

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

7.3. The Sellers' 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 SELLERS AT CLOSING.

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

8.2. At Closing, Sellers 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 Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers 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 Sellers' sole cost and expense, and

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

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers 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 Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers 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 Sellers 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, Sellers 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 Sellers, and the parties shall have no further obligation to each other.

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

Witness/Attest:

SELLERS

By: Robert D. Rose (Seal)
Robert D. Rose

By: Freddie Ray Fair, Jr. (Seal)
Freddie Ray Fair, Jr.

BUYER

County Commissioners of Worcester County, Maryland

Weston Young
Chief Administrative Officer

By: _____ (Seal)
Theodore J. Elder
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney

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

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 20____, by and between _____ and _____, having an address at _____ (collectively, "Grantors") and the STATE OF MARYLAND, TO THE USE OF THE DEPARTMENT OF NATURAL RESOURCES and _____, a Maryland nonprofit corporation, _____ (collectively, "Grantees").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

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

[other changes as needed to reflect named Grantees]

WHEREAS, the Grantors own in fee simple _____ acres, more or less, of certain real property in _____ County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantors by _____ by Deed dated _____ and recorded among the Land Records of _____ County, Maryland in Liber _____, Folio _____ (the "Property"). The address of the Property is _____. The Property is identified on tax map _____, parcel _____;

WHEREAS, the Property consists of _____ acres of [agricultural land, woodlands, open fields, etc...]; a portion of the [stream or river]; shoreline on the [Chesapeake Bay, Deep Creek Lake, etc...]; relatively natural habitat for [significant flora or fauna]; scenic value of significant public benefit [along road, street, highway, or navigable waterway];

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

forth below.

ARTICLE I. GRANT AND DURATION OF EASEMENT

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

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

[Insert paragraph if County or other monies are being contributed to easement value]

NOW, THEREFORE, in consideration of _____ Dollars (\$_____), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

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

ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, *[Optional when offered for no consideration, or when purchased without Rural Legacy Funds: historical, archeological,]* woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: (1) the preservation of land areas for outdoor recreation by or the education of the general public; (2) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (3) the preservation of open space for the scenic enjoyment of the general public and which yields a

significant public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit; and (4) the preservation of historically important land areas or certified historic structures (“Conservation Attributes”). *[Note to drafter: remove items 1-4 as applicable]*.

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

ARTICLE III. LAND USE AND STRUCTURES

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

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

[If CAFO prohibition Option is used, include reference here (see Article III.Q)]

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

C. Commercial Uses and Activities. “Commercial” means any use or activity conducted by Grantors or a third party for the purpose of realizing a profit or other benefit to Grantors, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantors are a nonprofit corporation, Grantors may conduct only those Commercial uses or activities that are (i) directly related to Grantors’ mission and (ii) do not

harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities within Dwelling Units (as defined below) (for example: ongoing activities such as a professional office, at-home child day care, or, subject to Grantees' approval, bed and breakfast; or occasional activities such as fundraisers or benefits);

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

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

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

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

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

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

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

Private Passive Recreational uses are permitted on the Property but shall be limited in

scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle (“ATV”) courses, off road vehicle (“ORV”) courses, and off highway vehicle (“OHV”) courses are prohibited on the Property. However, this paragraph shall not be construed as to prevent the Grantors from traversing their property in an ATV, ORV, or OHV in a manner consistent with the provisions of this easement.

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

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

(1) one (1) single-family detached Dwelling Unit(s) (“Primary Dwelling Unit”). A permitted Primary Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantees. The location or relocation of a Primary Dwelling Unit, or the conversion of any previously non-residential Structure to a Primary Dwelling Unit shall be subject to Grantees’ approval as further set forth in Article V below. *[Optional: Gross floor area of [x] square feet limitation]*

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

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

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

(4) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use

permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantees' approval in accordance with the provisions of Article V below; and

(5) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

(6) The total Impervious Surface on the Property shall never exceed two percent (2%) of the Property or [] square feet. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt.

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

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

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the ____ () parcels of land that constitute the Property, for any purpose, is prohibited. [*Where Property consists of more than one parcel: In addition, said parcels shall remain in common ownership as if the Property was only one (1) parcel.*] The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted. Notwithstanding the two previous sentences, with at least sixty (60) days written notice to Grantees, Grantors may: [*Note: This language is a guideline for instances when Grantors wish to have the right to subdivide and there is no significant impact upon the purpose of the conservation easement. The subdivision language here is not meant to*

advocate negotiating additional subdivision of properties to be protected by Rural Legacy conservation easements.]

1. Divide or subdivide the Property into ____ residential lots (plus the original parcel from which the ____ residential lots were created), which may be separately owned, so long as the size of such lots is at the minimum size permitted by State and local government; and

[optional: 2. Divide or subdivide the Property into ____ Agricultural lots (plus the original parcel from which the ____ Agricultural lots were created), which may be separately owned.]

[In Addition OR However] Grantees may approve the Division of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition, in accordance with the provisions of Article V below.

I. Buffer Requirements. A one-hundred (100) foot *[forested or vegetative]* buffer strip along Big Mill Pond is required on the Property. *[Note: Forested buffer is preferable in most circumstances]* Grantors shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantors shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantees' approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality; (8) the existing _____ *(list existing Structure(s) located within the buffer)*, as described in Exhibit C. Grantors shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

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

K. Soil Conservation and Water Quality Plan. Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan,

including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes, however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees. *[In the event that the Property is wooded or where agriculture will be prohibited, this type of provision may not be necessary. Rather, reference is made to the Forest Management paragraph.]*

L. Forest Management.

[Where contiguous Woodland area consists of 24 acres or less]: Management and harvesting of all forests on the Property shall be consistent with the *Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland*, prepared by the Maryland Department of Environment (the "Guidelines"), or comparable provisions of any guidelines or regulations which may replace the Guidelines in the future and as they may be amended from time to time.

[Where Property contains more than 25 acres of contiguous "Woodland" (as defined below), a Forest Stewardship Plan is required. Please note, contiguity is not considered "broken" by things such as a utility line or a fireline. Use a reasonableness standard]:

The Grantor shall implement a Forest Stewardship Plan ("the Plan") in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantors and a licensed, registered forester, as land use practices or management changes, however, Grantors shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Plan and any revisions to the Plan to Grantees. *[Drafter – use one of Options listed below]*

Option #1

The Plan's primary objective is [here insert an objective from the list below], and the Plan's secondary objective is [here insert an objective from the list below, if there is one]. At a minimum, the Plan shall include:

(1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;

(2) a vegetation map, a soils map and a topographic map;

(3) an access plan for the Property, including all areas to be commercially managed;
 (4) erosion control measures, specifically addressing water bodies and wetland areas;
 and

(5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;

[Optional: (6) strategies to minimize the effects of structures in the Forest Area.]

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

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the "Guidelines"), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

[For the drafter: Here are the objectives to be inserted above:

1. Timber production
2. Management of habitat for fish and wildlife game species
3. Trail and passive recreation management
4. Natural heritage protection (Species listed by the Federal government or Maryland as endangered, threatened or rare species)
5. Soil conservation and water protection
6. [Establishment and]Maintenance of a _____ forest [see a forester to describe the forest type to be maintained]
7. Establishment and maintenance of an old growth forest ecosystem]

Option #2

In the Woodland Areas (as defined below), there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees or other vegetation except for (1) trees that are non-native, invasive, diseased or insect infected; and (2) trees, in full compliance with a management plan prepared by the Maryland Department of Natural Resources to protect the long term ecological health of the Woodland Areas or to protect species listed by Maryland or the federal government as endangered or threatened. "Woodland Areas" is hereby defined as land Grantee determines, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas, then the drafter should add another exception for "Trees within _____ feet of the structure or means of access." If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

Option #3 (for Forest Interior Dwelling Species)

In the Woodland Areas (as defined below), Grantor shall be in compliance with (i) the FIDS/Forestry Task Force Chesapeake Bay Critical Area Timber Harvest Plan Guidelines (the "FIDS Guidelines") and(ii) a Plan whose objective is establishment and maintenance of a forest ecosystem for species of birds (FIDS) that require relatively large blocks of undisturbed forest land to successfully nest. At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;*
 - (2) a vegetation map, a soils map and a topographic map;*
 - (3) an access plan for the Property, including all areas to be commercially managed;*
 - (4) erosion control measures, specifically addressing water bodies and wetland areas;*
- and*

(5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;
[Optional: (6) strategies to minimize the effects of structures in the Woodland Areas.]

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction (collectively, "Destruction") of trees, shrubs, grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in compliance with the Plan and the FIDS Guidelines and (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland (the "Guidelines") prepared by the Maryland Department of Environment, as they may be amended from time to time, or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future. Notwithstanding the Terms of this Article _____, Destruction of Vegetation is prohibited during the April to July breeding season except by approval of Grantees.

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

In no event is conversion of a Woodland to non-Woodland permitted in the Woodland Areas.

[Optional: Notwithstanding this prohibition [1-2 acres for a permitted residence or other limited clearing as appropriate]

Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

Note to drafters: It is recommended that structures or means of access should be avoided in the Woodland Areas. Nonetheless, if there are structures or means of access that are currently in the Woodland Areas or that may be constructed in the Woodland Areas then the drafter should add the sixth item in italics to the list above. If structures or means of access are not to be allowed in the Woodland Areas or are to be limited in their number or size, then the Easement will need to provide for that. Probably the best place would be in the paragraph limiting structures and means of access.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantors or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction

and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

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

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

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

R. Authorization. Grantors authorize the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantors Soil

Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

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

ARTICLE V. GRANTEE APPROVAL PROCESS

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

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

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantors shall submit to Grantees a written and visual

description of the request for which approval is sought, accompanied by such plats, maps, Subdivision plans, drawings, photographs, written specifications, or other materials as Grantees may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require of Grantors additional information necessary for a complete submission. When Grantees deem the submission complete ("Request"), Grantees shall act on the Request within the timeframe provided for in Article V.C below.

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

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

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

If Grantors are seeking location approval for a permitted Dwelling Unit or are seeking approval of a reserved Subdivision right, all Grantors who have a real property interest in the portion of the Property at issue must join in the submission before it will be deemed a Request.

If Grantors are seeking location approval for a permitted Dwelling Unit and the requested Dwelling Unit is to be situated on a newly Subdivided lot, Grantors shall submit a Request for such Subdivision at the same time.

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

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

ARTICLE VI. ENFORCEMENT AND REMEDIES

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

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

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

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

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

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

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

ARTICLE VII. PUBLIC ACCESS

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

Or

Grantor shall provide public access for passive recreation [fill in description of public access].

With the approval of Grantees, the Grantor shall have the right, , to make rules and regulations for different types of public uses, and to control or limit any such public access, by posting or other means, to assure compliance with the purposes and limitations of this instrument and in order to prevent unreasonable interference with Grantor's reserved rights hereunder and other lawful uses of the Property. Grantor claims all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Maryland Annotated. Code, Natural Resources, Section 5-1101, et seq. (2005 Repl. Vol.).

ARTICLE VIII. BASELINE DOCUMENTATION

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

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of ____ () pages.

B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of ____ () pages.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of ____ () pages.

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

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

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

ARTICLE IX. DUTIES AND WARRANTIES OF GRANTORS

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

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

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

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

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

ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation

or other judicial proceedings in an amount equal to the ~~current fair market value of their relative real estate interests~~ greater of: (1) the percentage required pursuant to Treasury Regulation Section 1.170A - 14 (g) (6), or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then value of the Property as a whole. . [If only Rural Legacy Funds were used to purchase this easement, insert the following sentence: "In the event Grantees did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds."] [In the event that non Rural Legacy funds were used to purchase the easement, Grantees should receive proceeds representing their relative contributions, so add language similar to the following example: "Grantees shall then divide the proceeds as follows: The Rural Legacy Board shall receive seventy percent (70%) of the proceeds and _____ County shall receive thirty percent (30%) of the proceeds."] Any costs of a judicial proceeding allocated by a court to Grantors and Grantees shall be allocated in the same manner as the proceeds are allocated.

ARTICLE XI. MISCELLANEOUS

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

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

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

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

or private benefit;

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

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

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

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

Grantors and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantees determine that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

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

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

D. Construction. This Conservation Easement shall be construed to promote the

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

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

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

G. Recordation. Grantees shall record this instrument in a timely fashion among the Land Records of _____ County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

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

address here

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

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

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

[Option if there is a District Agreement recorded]:

Exhibit B: Agreement of Sale between Rose/Fair and County Commissioners of Worcester County

K. District Agreement. In the event of a conflict between this Conservation Easement and any District Agreement with the Maryland Agricultural Land Preservation Foundation, the Terms of this Conservation Easement shall prevail.

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

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

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

GRANTOR:

_____(SEAL)
NAME

STATE OF MARYLAND, _____ of _____, TO WIT:

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

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

ACCEPTED BY GRANTEES:

[INSERT COUNTY or LAND TRUST SIGNATURE]

COUNTY ATTY:

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

Approved as to legal form and sufficiency this ____ day of _____, 2020.
“Approved” means the document meets the legal requirements for a deed of conservation easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General



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

Subject: **Ocean City Inlet**
Update of the *1998 Ocean City, MD and Vicinity*
Water Resources Study

Date: 12/30/24

We again received word from the Corps that the attached letter the County Commissioners approved February 2024 meeting needs to be refreshed for their budget. Their typical process is for the Baltimore District to put together a budget request package, which needs to include a letter of interest from a potential sponsor - like the one attached. The budget the District is working on now is for FY27 (starting Oct 2026). They could not get this approved into the Corps FY26 budget request. In order to complete the current request, they need a letter of intent that is no older the 5 months as of 1 May, so even though our letter is not old, it doesn't qualify for this purpose. We essentially need the same letter with a new date and a new district commander, Colonel Francis B Pera.

This letter will be used for us to try to get funds in the FY25-6 workplan. The Corps workplan is a list of projects that may get funded if Congress adds additional money in the program that is not otherwise directed toward a specific project. The local Civil Branch Division leader for the Corps requested this updated letter. They would again push to get the OC Water Resources study going so they can look at all the issues – Flooding, Navigation, and ecosystem restoration.

I have attached the prior letter we sent and I can work with Charlene Sharpe to prepare a new letter

So again, I would respectfully request the County Commissioners consider expressing interest in the intent to initiate a study partnership to address an update of the prior study to review the increasing water resource issues in the inlet and the opportunities for solutions. The letter would be the same as the prior letter with a new date.

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

Attachment

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

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

Worcester County

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

February 22, 2024

Colonel Estee Pinchasin
 Commander, Baltimore District
 US Army Corps of Engineers
 2 Hopkins Plaza
 Baltimore, MD 21201

RE: Water Resources Report
 Ocean City Inlet & Harbor

Dear Colonel Pinchasin:

The Worcester County Commissioners reviewed this matter at their meeting on September 5, 2023. Based on recent issues in the Ocean City area, we are looking at the potential to update our *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*. Navigation and physical environment conditions have notably changed in the Ocean City Inlet since the recommendations included in the original study, and shoaling impacts are increasing at an alarming rate since Hurricane Sandy in 2013.


We write on behalf of Worcester County to express our willingness to participate as the sponsor for the update of the *1998 Water Resources Study* in partnership with the U.S. Army Corps of Engineers (USACE). Our partnership will provide an opportunity for us to cooperatively conduct an update of the prior ecosystem restoration feasibility study and an integrated environmental assessment for the inlet. Worcester County understands that a study cannot be initiated unless it is selected as a New Start study with associated allocation of federal funds provided through the annual congressional appropriations process. If selected, we intend to sign a Feasibility Cost Sharing Agreement (FCSA) to initiate the study with USACE which targets completion of the feasibility study within three years.

After signing the FCSA, a Project Management Plan will be developed and agreed upon by Worcester County, our local and state partners and USACE. The study will be conducted and managed by USACE. The cost-share for the study is based on a 50 percent contribution by the federal government with local and state partners providing 50 percent contribution provided in cash or by a combination of cash and in-kind services. This letter constitutes only an expression of intent to initiate a study partnership to address the specified water resources problems and is not a contractual obligation. We acknowledge and understand that work on the study cannot commence until it is included in the administration's budget request, until funds are appropriated by congress, and until an FCSA is signed. Likewise, our participation

as the sponsor of the study is subject to state and local funding appropriations. It is also our understanding that we or USACE may opt to discontinue the study at any time after the FCSA is signed. If it is determined that additional time or funding is necessary to support decisions to be made in order to complete the study, Worcester County and our local and state partners will work with USACE to determine the appropriate course of action.

Thank you for your consideration of this request. If you should have any questions, please feel free to contact either me or Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,



Anthony W. Bertino, Jr.
President

cc: Congressman Andy Harris
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto
Terry McGean, Town of Ocean City
Hugh Hawthorne, National Parks Service
Christine Conn, MD DNR

ITEM 10 Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

January 2, 2025

To: Worcester County Commissioners

From: Chief Deputy Nate Passwaters

RE: Facility Lease Renewal

Please accept this memo as a request for approval to renew the lease for the WJSOC building in Berlin, MD, for an additional period of five years.

In the past, funding for this location has been provided by the Office of National Drug Control Policy. There is no indication that the funding support for this initiative will be terminated.

I am happy to provide additional information if needed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nate Passwaters", is written over a white background.

Chief Deputy N.J. Passwaters
Worcester County Sheriff's Office



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is made this __ day of December 2024, by and between Neev Properties, LLC ("Landlord") and The County Commissioners of Worcester County ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a lease agreement dated November 5th, 2019 ("Lease"), for approximately 5,610 sq. ft. of space ("Demised Premises") located 619 Franklin Avenue, Berlin MD 21811 ("Office Building").

WHEREAS, Tenant is already in occupancy of the Demised Premises and has accepted delivery of said Demised Premises; and,

WHEREAS, Landlord and Tenant now desire to amend certain terms of the Lease;

NOW, THEREFORE, for valuable consideration paid by each party hereto to the other, the receipt of which is hereby acknowledged, the parties hereto covenant and agree to amend the Lease as follows:

1. **Section 2 of the Lease - Term:** is hereby amended such that the Term of the Lease shall be extended for five years ("Extended Term") and shall now terminate on December 31st, 2029.
2. **Section 3 of the Lease - Rent:** is hereby amended such that the Rent during the Extended Term will be as follows:

Rent may continue to be paid quarterly on January 1st, April 1st, July 1st and October 1st. Base Rent for the first year of this renewal shall be \$73,843.22 or \$18,460.81 per quarter. Base Rent shall increase 3% annually each year of this renewal on January 1st.

3. All other terms and conditions of the Lease not specifically amended herein shall remain in full force and effect. All capitalized terms not specifically defined herein shall have the same meaning as set forth in the Lease.

The parties hereto represent and warrant that they have the authority and all requisite approvals to enter into this Third Amendment to Lease Agreement. This First Amendment to Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns

4. **Counterparts and Electronic Delivery:** This Amendment may be executed in counterparts, each of which taken together shall be deemed to constitute one instrument. The parties may sign and deliver this Amendment by electronic or email transmission. Each party agrees that the delivery of this Amendment by electronic or email transmission shall have the same force and effect as the delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date written.

WITNESSES:

"LANDLORD"

By _____
Name/Title: _____

"TENANT"

County Commissioners of Worcester County

By _____
Name/Title: _____

THIS AGREEMENT OF LEASE, made this 5th day of November, 2019, by and between Neev Properties, LLC hereinafter called "Lessor" of 31236 Meadowview Square, Delmar, Delaware, 19940, and the County Commissioners of Worcester County, Maryland, Room 1103, One West Market Street, Snow Hill, Maryland 21863, hereinafter called "Lessee".

WITNESSETH:

THAT in consideration of the mutual covenants herein contained and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. **LEASE OF PREMISES.** Lessor does hereby Lease unto Lessee and Lessee does hereby take from Lessor all that Premises known as 619 Franklin Avenue, Berlin, Maryland, specifically the 5,610 square feet office, hereinafter the "Premises".
2. **TERM - TIME OF ESSENCE.** The term of this Lease shall be for a period commencing on January 1, 2020 and ending December 31, 2024. The Lessee shall have the option for one 5 year renewal, if Lessee wishes to exercise this option they must give Lessor written notice to do so at least 180 days prior to Lease termination. Exclusive possession of the Premises shall be granted to Lessee on the day the lease commences. Premises shall be delivered in clean and vacant condition. Lessor asserts the Premises is in compliance with all federal, state and local laws, including but not limited to zoning and fire code requirements.
3. **RENTAL.** The base rental shall be \$5,417 a month (\$ 65,000 per year) and shall be payable as follows: quarterly on January 1, April 1, July 1 and October 1. Rent shall increase 2% a year for the first five years. Rent shall be paid thirty days after receipt of invoice but not before the due date. Lessee shall also pay a security deposit equivalent to one month's rent (\$5,417) which is due and payable on January 1, 2020. Said security deposit shall be returned to Lessee by Lessor prior to the last month of the term of the Lease.
4. **RIGHT OF ENTRY AND REPOSSESSION.** If the rent or any portion thereof shall be in arrears or unpaid or any covenant of this Lease be breached and remain breached for a period of sixty (60) days, this Lease shall become null and void if the Lessor shall so elect, or if this Lease is validly terminated by Lessor, then Lessor, its successors or assigns, may re-enter upon the Premises and hold the same as if this Lease had not been made. Lessor, or any of its agents, upon 48 hours prior notice, shall have the right to enter said Premises during all reasonable hours to

examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said building, or to exhibit said Premises and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within thirty (30) days before the expiration of this Lease. However, said right to enter requires a representative of Lessee to be present. Lessor recognizes and acknowledges that Tenant is leasing a secure office.

5. **USE - CONDITION.** The Premises will be used by the Lessee only for an office, warehouse and related purposes.
6. **EXTERIOR.** Lessor agrees to keep the roof, exterior walls, doors, parking area and landscaping of said Premises in good repair. Lessor agrees to keep the exterior of said Premises in a clean, sanitary, neat and presentable condition.
7. **INTERIOR.** Lessee agrees to keep the interior of said Premises in a clean, sanitary, neat and presentable condition. Lessor agrees to keep all windows, screens, awnings, doors, interior walls, pipes, machinery, plumbing, electrical wiring and other fixtures and interior appurtenances in good and substantial repair and clean condition at Lessor's expense. All glass, both interior and exterior, is at the sole risk of Lessor, and Lessor agrees to replace at Lessor's own expense, any glass broken during the term of this Lease, however, if any interior damage is caused to the glass at the sole negligence of Lessee, Lessee shall make the repair at its own expense.
8. **UTILITIES AND NON-PAYMENT.** Lessee shall promptly pay all charges for electricity, used on or about the Premises during the term of this Lease, as well as cable, internet, water and sewer usage charges and trash removal, and in the event such charges are not paid within sixty (60) days from the date they are due and payable, such will constitute a breach hereof.
9. **TAXES.** Lessor shall be responsible for all of real estate taxes if any assessed on account of land and existing improvements.
10. **REGULATIONS AND INSURANCE.** Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of said Premises for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said Premises, as well as all environmental and hazardous materials laws during said term, and shall also promptly comply with and execute all rules, orders and regulations of the Maryland State Underwriters Association for the prevention

of fires, at Lessee's at own cost and expense. Lessor agrees it shall maintain insurance on the Premises at all times during this Lease in amounts sufficient to protect property and persons.

11. **LIABILITY INSURANCE AND INDEMNIFICATION OF LESSOR.** To the extent permitted by law, Lessee, shall indemnify and hold harmless Lessor from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses incurred in connection with all losses, personal injury, death or damages, arising from or in connection with the use and occupancy by Lessee on the Premises, resulting from any acts, omissions, neglect or fault of Lessee, his agents, servants, employees, licensees, customers or invitees. Lessor shall indemnify and hold harmless Lessee from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses incurred in connection with all losses, personal injury, death or damages, arising from any acts, omissions, neglect, negligence or fault of Lessor, his agents, servants, employees, licensees, customers or invitees.
Lessee further agrees to carry Property and Liability Insurance in such amounts and upon such terms and conditions as Lessee carries on its other buildings.
12. **SUBLEASES AND ASSIGNMENT.** Lessee shall have the right to sublet said Premises or assign this Lease or any rights hereto without the consent of the Lessor first having been obtained.
13. **FIRE AND CASUALTY.** The parties hereto agree that if the Premises above described shall be destroyed by fire or other casualty, the tenancy hereby created shall be thereby terminated by Lessee and all liability for rent hereunder shall cease upon payment proportionately to the date of the fire, with a per diem abatement of rent. If the Premises herein demised are partially destroyed, it is agreed that said Premises may be repaired as speedily as possible at the expense of Lessor and the rent abated during the repair time.
14. **NOTICES.** It is understood and agreed between the parties hereto that written notice addressed to Lessee and actually delivered to Lessee at Worcester County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, or such other address as it may designate in writing to Lessor. Written notice sent certified mail or actually delivered to Lessor at the address shown first herein shall constitute sufficient notice to Lessor.
15. **WAIVER.** No waiver of any condition or covenant of this Lease by Lessee shall be deemed to imply or constitute a further waiver by Lessee of any other condition or covenant of this Lease.

16. **CONDITION.** Lessee accepts Premises in its current conditions except by December 31, 2019, Lessor needs to make the following repairs:

- a. HVAC Unit 1- repair the supply fan, unclog the condensate drain and clean condensate pan.
- b. HVAC Unit 3- repair condenser fan and fan motor.
- c. HVAC Unit 4- repair the ductless split, supply refrigerant.
- d. HVAC Unit 5- supply refrigerant
- e. Kitchenette- repair sink faucets
- f. First Floor Toilet- repair toilet fill valve. Flush handle is loose.
- g. Exterior Doors- repair locksets at egress hardware.
- h. Both Floors- repair lighting.

Starting November 15, 2019, Lessor shall allow Lessee to perform painting, carpet cleaning, installation of IT and security equipment and to move furniture into the Premises.

17. **NO PARTNERSHIP.** Lessor does not in any way or for any purpose become a partner of the Lessee in the conduct of Lessee's business or otherwise or become a joint venture or member of a joint enterprise with Lessee.
18. **SURRENDER.** Lessee agrees, upon the termination hereof, to quietly surrender the Premises unto Lessor in the condition in which the Premises were at the commencement hereof, normal wear and tear accepted and in broom clean condition.
19. **HAZARDOUS MATERIALS.** No hazardous materials other than household and janitorial supplies shall be permitted on the Premises without permission of Lessor. Lessor warrants and represents that the Premises is in compliance with environmental laws and regulations. Prior to delivering possession of the Premises to Lessee, Lessor shall remove any hazardous materials from the leased portion of the property. As used herein, "hazardous material" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government, or poses a threat to human health or the environment. "Hazardous material" includes any and all material and substances which are defined as "hazardous waste", "toxic substances" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous material" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

20. **DISPOSITION OF IMPROVEMENTS.** On termination of this Lease, Lessee may remove improvements constructed on the Premises or equipment installed as long as said removal does not damage or deface the Premises.
21. **ILLEGALITY OF PERFORMANCE.** If for any reason this Lease or the entering into it by Lessee is determined to be illegal, ultra-vires or not in accordance with the law by Lessee then at Lessee's sole discretion and in good faith, Lessee may terminate this Lease immediately.
22. **IMMUNITY/LIMITATION ON ACTIONS AGAINST LESSEE.** Nothing in this Lease nor any agreement or any amendment to it shall constitute or be construed as a waiver of whatever immunities or limitations of liability that the Lessee may have in accordance with law, including public general law or public local law. No money judgement exceeding the actual amount of rent owed by Lessee under this Lease may be obtained by Lessor. No action may brought with respect to this Lease other than in the appropriate State court in Worcester County, Maryland. Lessor hereby consents and agrees to such provision and further waives Lessor's right to jury trial in any action relating to this Lease. Lessor's liability under this Lease shall be in no way limited. Lessee has entered into this Lease in the capacity stated. No individual elected County Commissioner, contractor, employee, agent, or servant of Lessee shall have any personal liability hereunder. Any indemnity herein or arising out of this agreement, on the part of the Lessee, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this provision. The limitation of liability to Lessee hereunder shall be contractual and Lessor hereby agrees that such limitation is fair and equitable under the totality of the circumstances of this Lease.
23. **ANNUAL BUDGET.** Lessee's liability under or arising out of this Lease shall be subject to annual budget appropriation, as well as Federal and State funding and strictly conditioned thereon. If said appropriations or funding is lost, the Lease shall terminate without penalty on the day funding is lost.
24. **EARLY TERMINATION.** In the event that Lessee determines in good faith but at Lessee's sole discretion that the Premises is no longer required for the purposes of Lessee then Lessee may terminate this Lease upon 120 days written notice from Lessee to Lessor.
25. **GOVERNING LAW.** This Lease shall be interpreted, construed and enforced according to the laws of the State of Maryland.

26. **WRITTEN AGREEMENT.** This Lease, including any addendum which may be attached hereto, contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by Lessor and Lessee.
27. **HEIRS AND ASSIGNS.** This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, except that no person, firm, corporation or court officer holding under or through Lessee in violation of any of the terms, provisions or conditions of this Lease shall have any right, interest or equity in or to this Lease, the term of this Lease or the Premises covered by this Lease.
28. **HEADINGS AND TERMS.** The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. Words of any gender, and words in the singular number shall be held to include the plural, when the sense requires.

IN WITNESS WHEREOF, the parties have executed this Lease all as of the day and year first herein written.

WITNESS:



LESSOR


By: 

WITNESS:



LESSEE

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

By: 

President

STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY, that on this 5th day of November, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dana Parnell who acknowledged himself/herself to be Dana Parnell, President of the County Commissioners of Worcester County, Maryland, a party to the foregoing instrument and who acknowledged the foregoing instrument is the act and deed of such Worcester County and further that he/she is fully empowered to bind the Worcester County hereto.

AS WITNESS my hand and Official Seal.

Karen Hammer
Notary Public

My Commission Expires: April 6, 2021



STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, a party to the foregoing instrument and who acknowledged the foregoing instrument is the act and deed of such _____ and further that he/she is fully empowered to bind the _____ hereto.

AS WITNESS my hand and Official Seal.

Notary Public

My Commission Expires: _____

H:\COATTY\Lease - County as Lessee.wpd

The Worcester Commission on Aging provides programs and services that support the quality of life, independence and health goals desired and needed by Worcester County's senior residents.

MEMO

TO: Worcester County Commissioners
RE: Request for Over Expenditure
DATE: December 26, 2024

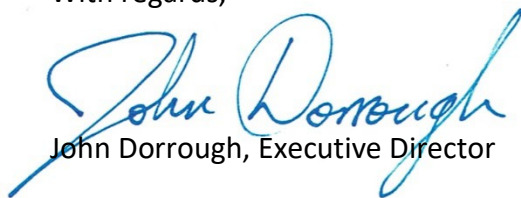
The Commission on Aging is requesting the approval of an over expenditure of \$7,728 for the purchase of a passenger bus that was mostly funded through a Federal 5310 Grant. The required local funding turned out to be more than the \$19,207.00 that was left for the funds that were encumbered over the past several years intended for this purpose.

Documentation is attached. The breakout is as follows:

Final total price:	\$100,811.00
5310 Grant funding:	-74,326.00
Local contribution provided by encumbered funds on hand:	- <u>19,207.00</u>
Balance of local funding required:	\$ 7,728.00

WorCOA has paid the full amount due to the MTA and has received reimbursement in the amount of the encumbrance. We are requesting an additional reimbursement in the amount of the over expenditure.

With regards,



John Dorrough, Executive Director

Worcester Commission on Aging

Community for Life in Worcester County • River Oaks Day Center • Senior Care • Senior Ride • Meals On Wheels
Berlin 50plus Center • Ocean City 50plus Center • Pocomoke City 50plus Center • Snow Hill 50plus Center
4767 Snow Hill Road • PO Box 159 • Snow Hill, Maryland 21863
410.632.1277 • FAX 855.230.5496 • info@worcoa.org • www.worcoa.org

November 27, 2024

Ms. Carrie Meade
Worcester County Commission on Aging
PO Box 159
Snow Hill MD 21863-0159

Dear Ms. Meade:

The Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) has purchased the vehicle(s) awarded to your organization and has received written receipt of delivery to your designated address. Per your executed grant agreement, please consider this letter a formal invoice and request for payment of your portion of the cost of the vehicle(s). When applicable, you are also responsible for any amount over the grant award due to the options chosen by your agency, or due to the fact the grant award was less than the base cost of the bus.

MDOT MTA has inspected the vehicle(s) and paid the vendor, Coach Bus Sales, directly for your vehicle(s) in full. The total cost of your vehicle(s) is \$100,811.00. Your share (sub-grantee amount) must be sent to MDOT MTA in order for the State to recoup expenditures made to Coach Bus Sales on your behalf. The breakdown of costs is as follows:

			MTA Responsibility		Agency Responsibility		
Grant Number	Grant Award	Bus Cost	Federal Share	State Share	Local Share	Options / Overage	Total Agency
FY24/25-C5310	\$92,908.00	\$100,811.00	\$74,326.00	\$0.00	\$18,582.00	\$7,903.00	\$26,485.00
VIN: 1FDFE4FN5RDD39098				TOTAL INVOICE AMOUNT			\$26,485.00

The check due date and the sub-grantee amount due is as follows:

Check Due Date: 12/29/24 Sub-Grantee Amount Due: \$ 26,485.00

Your share may be paid with your organization's check made payable to:

Maryland Transit Administration (or MTA)

Ms. Carrie Meade
Page Two

Please mail your check under cover letter to:

Rosarie Perez-Codilla
Office of Finance, Accounts Receivable
Maryland Transit Administration
6 St. Paul Street, 8th Floor
Baltimore MD 21202

Please indicate the following, exactly as it is below, in your cover letter:

Bus Purchase
Program: 3907
Project: 0210-2350
AObj: 1294

If you have any questions concerning your invoice amount please call Jason Kepple, Program Manager, at 410-767-7330. This letter also serves as closeout documentation for the above-mentioned grant awards. If available, any remaining funds will be reverted into the overall State budget for future disbursement.

Sincerely,

**Travis
Johnston**

Digitally signed by
Travis Johnston
Date: 2024.12.03
08:51:27 -05'00'

Travis Johnston, Director
Office of Local Transit Support

cc: Ms. Cydney Dickens, Program Manager, Office of Local Transit Support, MDOT MTA
Ms. Bridget Johnson, Admin. Assistant, Office of Capital Programming, MDOT MTA
Ms. Kisha Joyner, Assistant Manager, Office of Capital Programming, MDOT MTA
Mr. Jason Kepple, Regional Planner, Office of Local Transit Support, MDOT MTA
Ms. Rosarie Perez-Codilla, General Ledger Chief, Office of Finance, MDOT MTA
Ms. Jennifer Vickery, Program Manager, Office of Local Transit Support, MDOT MTA



Worcester County Recreation & Parks

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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
Jacob Stephens, Deputy Director of Recreation & Parks
DATE: December 30, 2024
SUBJECT: WOC Fish Cleaning Station Discussion

Our Department received a request from Vince Cannuli, owner and operator of Running Tide Charters, to consider installing a public fish cleaning station at the West Ocean City Commercial Harbor utilizing public donations. Our Department has discussed this idea with Mr. Cannuli on site and asked for further detailed information that is attached.

We feel the fish cleaning station would have positive and negative impacts. The main positive impact would be recreational, and commercial fisherman would have a designated area to clean their catch. Some fish that are being brought back to the ramp include Tuna, which can require a large space to clean and process.

The negative impacts include potential unsanitary conditions of the cleaning station, odor of fish carcasses disposed of into the dumpster, fish carcasses disposed of into the harbor, staff needs resulting from improper cleaning and disposal of carcasses. Our final concern is vehicular traffic in the parking lot due to the use of a cleaning table.

I would be happy to discuss this information and answer any other questions at the January 7th Commissioner's Meeting.

Jacob Stephens

From: Vince Cannuli <cannulia@gmail.com>
Sent: Tuesday, December 3, 2024 11:16 AM
To: Jacob Stephens
Subject: Re: West Ocean City Boat Ramp - fish cleaning station request

Jacob,

Following up on our meeting as promised.

I have 1 individual who would like to fund the entire table in memoriam to his father who brought him to OC to fish for many years... of course if it can't be dedicated then would probably join the larger group as he uses the ramp and would value a cleaning station.

If we can't memorialize the table there are 5 individuals who are interested in helping to fund the cleaning table and would most likely be able to cover the cost.

I have a plumber who offered to run water to the table, his name is Geoff Charvat, 410-603-5621

I have a MD licensed electrician who would be willing to work on the electrical work for lighting, his name is Josh Nuekam, friend of the single benefactor mentioned above. I can get his phone number if we move forward.

Regarding the table itself, I was expecting a quote from a local shop to build tables like the ones at Sunset Marina and Fisherman's Marina but I haven't heard back from them yet.

The 7 1/2 foot Killerdock.com table, without accessories such as sink, hanging hooks, drawers, etc., is \$6,745.00 delivered, see link below.

The contact at Killerdock.com is Josh, josh@killerdock.com, 251-490-6464.

killerdock.com

Please feel free to contact me if you need additional information,

Vince Cannuli
443-424-3474



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJM", is written over the name Robert J. Mitchell.

Subject: **Conservation Reserve Enhancement Program (CREP)**
Permanent Easement Payment Cap

Date: 12/30/24

The Conservation Reserve Enhancement Program (CREP) offers a per-acre, multi-year rental contract to eligible landowners in exchange for conservation practices that convert agricultural lands to protect water quality and our natural resources. The Worcester County Commissioners approved an updated MOU (attached) in early 2024. The updated agreement was needed to accommodate DNR changes within the program regarding implementation of the Maryland Permanent Easement component of the CREP program. There are only nine (9) Maryland counties eligible for this voluntary conservation program and we have the necessary staff to provide the administrative functions required. The County is reimbursed for this work at the rate of 3% of the value of each transaction and at a similar rate of 1.5% for long-term monitoring costs. Land protected by the CREP program will count towards our goals for protection of Agricultural Lands under the *Priority Preservation Element* of the *Worcester County Comprehensive Plan*.

As the attached memorandum from Ms. Munson covers in detail, we are recommending changes to our payment values to protect our conservation easement programs. Typically, lands put into the CREP program are marginal areas of our agricultural properties and are valued less due to development and crop production values. The change is needed to balance the CREP values with our conservation easement payments so that these marginal lands do not outpace the values of our conservation easements and unnecessarily compete with those programs.

We respectfully request an appointment with the County Commissioners to explain this request and seek their approval for this payment cap change. We would then notify DNR upon their consent to our request.

If you have any questions or need any additional information, please do not hesitate to contact us.

Attachments

cc: David Bradford, Deputy Director
Katherine Munson, Planning Manager



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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planning Manager; Lily Wagner, Planner I

Subject: Conservation Reserve Enhancement Program (CREP) Permanent Easement Payment Cap

Date: December 30, 2024

We propose to adjust the CREP Permanent Easement per acre payment cap for Worcester County, to keep the payment consistent with other conservation easement programs in the county. We have discussed this with MD DNR and received permission to adjust the cap should the county commissioners approve it.

The USDA's Conservation Reserve Enhancement Program (CREP), offers a per-acre multi-year rental contract to eligible landowners, in exchange for conservation practices that remove land from agricultural production and protect water quality and natural resources.

The Maryland Department of Natural Resources (DNR) administers a CREP permanent easement program available to landowners through the counties. The CREP permanent easement program pays eligible landowners per acre to extinguish subdivision rights and maintain the conservation practices established by their federal CREP contract, in perpetuity.

Currently, Worcester County holds eight (8) CREP permanent easements; a total of 1,110.22 acres.

Note that Worcester County established a policy, prior to beginning CREP permanent easement acquisitions, that any CREP permanent easement must encumber the entire property. Areas of the property that are not enrolled in a CREP contract or qualify as match are unpaid, but are restricted to agricultural use only, no further subdivision allowed and only one home allowed. For most CREP permanent easement projects this has been only several acres that are unpaid. The reason for this is that if an entire parcel is not encumbered, development rights are not necessarily severed.

Worcester County's Memorandum of Understanding (MOU) with DNR (attached) describes the roles and responsibilities of DNR and the county, as well as the Easement Valuation System (EVS). The EVS is a three-factor formula that considers level of protection, average buffer width and the CREP contract acres on the property. The EVS caps the payment at 75% of the MALPF FMV. 75% of the current MALPF FMV (\$5,337.07) is \$4,002.80 per acre.

The average payment for MALPF easements in Worcester County from FY20 to FY24 was \$2,326.00 per acre and for Rural Legacy, \$2,321.00 per acre. The average payment for CREP permanent easements acquired to date is \$1,738.58 per acre. Properties enrolled in CREP tend to contain poor soils that are less developable than farmland enrolled in MALPF. A payment cap of \$4,002.80 per acre is more than double the average payment for past CREP permanent easements and close to double the majority of payments the county has been making for MALPF or Rural Legacy easements. **We recommend that Worcester County set a cap of no more than 40% of the MALPF FMV value for properties under 50 acres and a cap of 35% for properties larger than 50 acres.** For easements 50 acres and under the capped CREP permanent easement payment per acre would be \$2,135.00. For easements over 50 acres a cap of 35% would be \$1,868.00 per acre. (Note that the MALPF FMV will change each year reflecting market changes.) These caps will ensure that the county (and state) pays fairly, but does not overpay, for CREP permanent easements in Worcester County—as well as establishing equity across all conservation easement programs offered by the county.

We are glad to discuss this matter further as needed.



Wes Moore, Governor
 Aruna Miller, Lt. Governor
 Josh Kurtz, Secretary
 David Goshorn, Deputy Secretary

February 27, 2024

Ms. Katherine Munson
 Worcester County Department of Environmental Programs
 1 West Market Street, Suite 1306, Worcester Co. Gov't Center
 Snow Hill, MD 21863

Dear Ms. Munson:

This letter serves to update and/or establish an agreement between the Maryland Department of Natural Resources (DNR) and Worcester County with regard to implementation of the Maryland Permanent Easement component of the Conservation Reserve Enhancement Program (CREP) operated by the Farm Service Agency of the U.S. Department of Agriculture for the Commodity Credit Corporation. DNR seeks to work in cooperation with counties and other organizations such as land trusts to establish perpetual conservation easements on Conservation Reserve Enhancement Program lands. The following describes the roles and responsibilities consented to by both parties.

DNR Roles & Responsibilities

- DNR provides technical assistance to all CREP Permanent Easement Sponsors regarding the easement component of CREP, including training, materials, resources, documents and guidance.
- DNR coordinates review of the Project Agreement developed for CREP permanent easements so that the Project Agreement can be sent to the Maryland Board of Public Works through Program Open Space. The Project Agreement will provide the information necessary for the CREP permanent easement to be handled by DNR staff and is subject to funding availability and approval by the Board of Public Works.
- Following approval of the CREP Permanent Easement Project Agreement by the Board of Public Works, DNR provides the easement payment to the CREP Sponsor directly. Subject to Board of Public Works approval, DNR may provide, through Program Open Space funds, remittance for administrative costs (up to 3% of easement value), program compliance costs (up to 1.5% of easement value) and project incidental costs including recording fees, settlement fees, attorney fees, surveys and title report costs. Incidental costs must be documented with copies of invoices, a draft HUD-1 Settlement Statement, and reflected in the Project Agreement when the project is submitted.
- In most cases, DNR jointly holds the easements with the local CREP Sponsor under the terms written in the Permanent CREP Deed of Conservation Easement, and DNR will oversee and approve efforts to enforce the easement including, but not limited to, approval of the protocols referenced below (see Sponsor Roles & Responsibilities).

Tawes State Office Building – 580 Taylor Avenue – Annapolis, Maryland 21401
 410-260-8DNR or toll free in Maryland 877-620-8DNR – dnr.maryland.gov – TTY Users Call via the Maryland Relay

Conservation Reserve Enhancement Program (CREP)
MD Permanent Easement Program Worcester County
Agreement with MD DNR, February 27, 2024
Page 2 of 5

Sponsor Roles & Responsibilities

- CREP Sponsor provides outreach and education to landowners and farmers about CREP easements.
- CREP Sponsor coordinates preparation of all the necessary documents of the easement transaction such as preparation of the draft CREP Deed of Conservation Easement, title report, maps, Agreement of Sale, any subordinating agreements, deeds, CREP contract, and any other necessary documentation specified in the Project Agreement or agreed upon by DNR; and
- CREP Sponsor submits a monitoring protocol to DNR for review and approval. The protocol may adhere to the Land Trust Alliance's standards and practices for monitoring and stewardship, and includes:
 - A monitoring form for performing site visits on an eased property.
 - A protocol statement as to how the easement co-holders will work cooperatively and make joint decisions.
 - A protocol statement on who will monitor, how decisions are made, how violations will be addressed, how enforcement will take place, and how and at what point DNR will become directly involved in enforcement.
 - CREP Sponsor and/or designee conducts monitoring site visits and provides documentation with associated backup material resulting from the visit, including completed Monitoring Report forms and relevant photographs, correspondence, surveys, aerial maps, etc., of the site visit to DNR a minimum of every three years beginning at the date of project settlement.
 - CREP Sponsor contacts landowner to schedule the site visit and upon completion notifies the landowner in writing of results of the monitoring visit.
 - Subject to any role which DNR will have in enforcement pursuant to the above-referenced protocols, CREP Sponsor is responsible for enforcing the terms of the easement, addressing violations and ensuring that actions are taken to correct any violations.
 - CREP Sponsor is responsible for notifying DNR of any violations found and corrective actions taken to bring the property into compliance with the easement terms.
 - CREP Sponsor is responsible for maintaining files of monitoring reports and backup documentation and materials for all CREP easements.

Valuation of CREP Permanent Easements.

CREP Sponsor and DNR shall use the following Easement Valuation Formula without alteration or exceptions unless otherwise approved by DNR prior to making an offer to the landowner:

Conservation Reserve Enhancement Program (CREP)
 MD Permanent Easement Program Worcester County
 Agreement with MD DNR, February 27, 2024
 Page 3 of 5

CREP PERMANENT EASEMENT VALUATION FORMULA WORKSHEET

Owner Name(s): _____
 County: _____

STEP 1: APPLICATION OF THREE -FACTOR FORMULA

I. FARM PROTECTION & DEVELOPMENT RIGHTS

- A. Whole Farm Protection & Extinguishes Dev. Rights: _____
 (60%)
- B. Does not achieve Whole Farm protection with the easement:
 (development rights are extinguished) _____
 (50%)
 (please discuss with DNR prior to entering into an Agreement of Sale in these situations)
- C. No Development Rights extinguished:
 (regardless of whether or not whole farm) _____
 (40%)
 (please discuss with DNR prior to entering into an Agreement of Sale in these situations)

II. AVERAGE BUFFER WIDTH FOR RIPARIAN BUFFERS BASED ON NUTRIENT EFFICIENCY (Max 20%)

- A. 35 feet _____
 (0%)
- B. 36-100 feet _____
 (5%)
- C. 101-250 feet _____
 (10%)
- D. 251+ feet _____
 (20%)

III. TOTAL CURRENT CREP CONTRACT ACRES (GOING INTO PERMANENT EASEMENT (Max 20%))

- A. 0 -5 acres _____
 (0%)
- B. 6 – 10 acres _____
 (5%)
- C. 11 – 20 acres _____
 (10%)
- D. 21 – 40 acres _____
 (15%)
- E. 41+ acres _____
 (20%)

Conservation Reserve Enhancement Program (CREP)
 MD Permanent Easement Program Worcester County
 Agreement with MD DNR, February 27, 2024
 Page 4 of 5

THREE-FACTOR FORMULA Percentage Points _____

STEP 2: LEVEL OF PROTECTION: DOES THIS EASEMENT ACHIEVE WHOLE FARM PROTECTION AND EXTINGUISH DEVELOPMENT RIGHTS?

- | | |
|--|----------------|
| A. Whole Farm Protection & Extinguishes Dev. Rights:
(this is on par with Rural Legacy and MALPF caps) | _____
(75%) |
| B. Does not achieve Whole Farm protection with the easement:
(development rights are extinguished) | _____
(60%) |
| C. No Development Rights extinguished:
(regardless of whether or not whole farm is protected by easement) | _____
(55%) |

The purpose of this is to cap the percentage of fee simple FMV that will be paid for an easement.

STEP 3: MULTIPLY TOTAL PERCENTAGE POINTS (with CAP applied) BY THE MALPF PER ACRE FMV, AS PROVIDED BY DNR FOR THE CURRENT FISCAL YEAR

Total percentage points from three factor formula, application of appropriate cap on that percentage total x current MALPF FMV per acre = Easement Per Acre Value.

- | | |
|---|-------|
| A. THREE-FACTOR FORMULA Percentage Points (Step 1) | _____ |
| B. LEVEL OF PROTECTION Percentage Points (Step 2) | _____ |
| C. Select the lower of the above Percentage Points (A or B) | _____ |
| D. Current MALPF FMV per acre (FY ____)* | _____ |
| E. Multiply C and D for Per Acre Easement Value | _____ |
| F. Project Acres (contract and match) | _____ |
| G. Multiply E and F for Total Easement Payment | _____ |

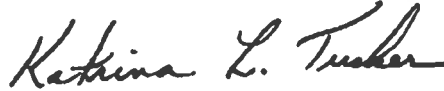
**Please attach the Fiscal Year MALPF FMV chart used that was provided by DNR.*

Conservation Reserve Enhancement Program (CREP)
MD Permanent Easement Program Worcester County
Agreement with MD DNR, February 27, 2024
Page 5 of 5

This agreement is intended to create a cooperative relationship between the CREP Sponsor and the Maryland Department of Natural Resources. Specific conditions of CREP permanent easements and of individual joint easements will be enumerated in separate agreements.



Please evidence your agreement to the terms contained in this letter by signing below.

Sincerely,



Katrina L. Tucker
Conservation Easement Supervisor
MARYLAND DEPARTMENT OF NATURAL RESOURCES

Signed in agreement to the terms contained in this letter:
Worcester County

By: 
Title: 

Please sign the original letter and return to:

Maryland Department of Natural Resources
Land Acquisition & Planning E-4
Attention: Katrina L. Tucker, Conservation Easement Supervisor
580 Taylor Avenue
Annapolis, MD 21401



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJM".

Subject: **Solar Power Concerns**
Potential Letter to Landowners

Date: 12/20/24

At the Winter Maryland Association of Counties (MACo) meeting this month, both the County Commissioners and county staff took part in meetings and panels concerning many topics and issues of concern to Maryland jurisdictions and our residents. One topic was solar power. Maryland has set increasingly ambitious renewable energy goals. The Climate Solutions Now Act of 2022 mandates that the state generate 14.5% of its energy from solar by 2030. In 2023, Governor Wes Moore further committed Maryland to achieving 100% clean energy by 2035 through an executive order. Energy transmission over long distances faces large efficiency losses, so geographically close locations for clean energy will be at an increasingly premium demand in years ahead. With the rise of data centers (within Maryland but also elsewhere), electric vehicles, full building electrification, and aggressive climate policies, the state's electricity demand is expected to increase significantly over the next several decades.

The demand for solar projects has impacted planning and land use on the Shore. That pressure, coupled with the preemption granted the Public Service Commission (PSC) over local zoning has also given little wiggle room for oversight on these projects. We heard at the Winter MACo meeting that yet another proposed bill for the next state legislative session designed to give more control back to the counties has been thwarted by the solar lobby and their advocates. Environmental Programs can attest to the aggressive tactics by the solar industry locally and have heard concerns from both the agricultural sector landowners and the members of our county Agricultural Land Preservation Advisory Board. Our agricultural lands are highly profitable for solar development, and preemption prevents counties from prioritizing conservation with solar project restrictions in these areas targeted by a solar project developers. From my conversations with Ms. Keener in DRP, we are not alone in witnessing the industry's push for projects in Worcester.

Within the MACo meetings and conversations, an educational outreach effort from one of our Shore counties was presented to one of our County Commissioners. The presentation for this outreach effort included a mailing from the County Commissioners consisting of a warning letter and specific issues to investigate that our agricultural landowners should take into consideration when reviewing any potential lease or option involving their property.

Attached are two draft documents for the County Commissioners to review that were amended from the shared outreach effort to be more specific to Worcester County. The first includes suggestions for a cover letter and the second includes specific issues to investigate for the landowner. We would respectfully request the Commissioners consider reviewing these documents for use locally with our agricultural producers. The mailings could be targeted to specific areas and acreages, as we have done mass mailings for conservation easements and other communications to our farmers and landowners.

Attachments

cc: Roscoe Leslie
Charlene Sharpe
Jennifer Keener

DRAFT LANDOWNER LETTER COMMENTS

Dear Landowner

The following are suggestions that the County Commissioners may wish to include in this mailing.

- We are writing to share with you things you may wish to consider if you are approached to sign a letter of intent, an option, or a contract to lease your land for use as a solar electric generating facility. Mainly we urge landowners to consult with an attorney prior to signing any legal document. The lease document often references and incorporates a number of other documents including an option agreement (their option to enter into the lease, not yours) a lease agreement, and an easement agreement (allowing them to access and use your property for evaluation, construction, operations and maintenance).
- Please note that if there is an agricultural land conservation easement on your property, entering an agreement with a solar company is likely a violation of the terms of the deed of easement. Please contact Katherine Munson at 410-632-1220 ext 1302 prior to considering entering any lease agreement with a solar company if the property is encumbered by a MALPF, Rural Legacy or other easement.
- Attached to this letter is a list of issues that we suggest you investigate prior to “signing up”—many of these issues have arisen in past experiences with landowners who have leased to solar developers.
- Of Worcester County’s approximately 304,000 acres, 107,000 acres or 35% is classified as “prime farmland” by USDA (soil with highest productivity for producing food crops and, thus, is of national importance for preservation as farmland).
- The pressure for conversion of land from agricultural to solar use is unprecedented and growing. Unlike many other land uses, energy production is exempt from regulation by zoning. The Worcester County Commissioners are concerned that if enough agricultural land is converted to solar facilities, it will significantly contribute to factors impacting the viability of agriculture in Worcester County and the region. Agricultural communities require a critical mass of farms and farmers to sustain agricultural production. As more land transitions from agriculture to non-agricultural uses, fragmentation, adjacent property conflicts, traffic, it becomes more challenging for remaining farms to continue to operate. If enough landowners convert their land to solar operations, it could significantly impact those who are keeping land in agriculture.

**ISSUES TO INVESTIGATE
BEFORE LEASING YOUR LAND FOR SOLAR:**

1. Who is the person soliciting you to sign the option or contract? By whom is the solicitor employed? Are you being pressured to sign quickly? Are verbal promises made to you before signing accurately reflected in the written instruments so that you can enforce them?
2. Is the solar company reputable? How many other solar or wind facilities has the company constructed? How many such facilities does it presently own? What is the average length of time the company actually retains title to a facility before it sells to a third party?
3. Can you speak to landowners who have one of the solar company's facilities on their land?
4. Will such remedies as eviction and suit for damages be available to you as the lessor in the event the solar company fails to pay rent or, through its agents, commits any other serious breach of the lease?
5. Whether you as lessor have the right to require the solar company to purchase a decommissioning bond payable to you as the lessor.
6. If there is an agricultural land conservation easement on your land, will entering into the lease violate the terms the easement? Will entering into the lease prevent you from entering into a **future** land conservation easement? (Contact Katherine Munson at 410-632-1220 ext 1302 for questions related to conservation easements and solar development.)
7. Will signing an options contract prevent you from entering into a future land conservation easement?
8. Will entering into the lease affect existing leases of your land (for example, sharecropping, hunting, residential, *etc.*)?
9. Is the land to be leased in the portion of the County which the County has designated as appropriate for installation of solar facilities?
10. Will entering into the option or lease cause a change in the fair market value of your property and, thus, your equity in the property? If so, will this trigger a breach of your mortgage or deed of trust, as these instruments usually

DRAFT ISSUE LISTING

prohibit the landowner from granting a long-term legal interest to another party without the lender's written consent?

11. Will title to the equipment (solar panels, *etc.*) be pledged as collateral to the solar company's creditor in a publicly recorded financing statement? How does this affect your ability to deal with the solar company if a dispute arises?
12. Whether you must disclose the existence of the option or lease to potential lenders, appraisers and buyers of your land.
13. Will the facility include one or more battery energy storage systems? If so, is there a written emergency plan? What does the emergency plan provide to limit the risks of toxic exposures to airborne fumes in the event of fire? Battery fires are extremely difficult to extinguish.
14. Will entering into the lease, and the possibility of the presence of battery units on your property affect existing insurance coverage of your land?
15. Whether as the lessor of the land, you should require in writing that the solar company obtain your written consent before the company can transfer or assign its interest in the lease.
16. Whether you as lessor will be required to grant any easements or rights-of-way over your remaining land to the solar company.
17. Is any way to absolutely guarantee that when the facility ceases operation (which may occur prior to the expiration of the lease, decades from now), that the then-owner of the facility will remove the equipment and restore the land to its previous condition?
18. If there is to be a decommissioning bond, has the company detailed to you how it will be payable to the Public Service Commission (PSC) or to the County? Typically, the utility scale projects are bonded with the PSC. If the County were to agree at the time to undertake the restoration of your land, how could it do so without permission to enter upon your land? Is it likely that the County would require indemnification from the landowner?
19. Is there any way to be certain that the amount of the decommissioning bond (whoever it is payable to) will be sufficient to remove and dispose of the equipment (title to which is likely held by the secured creditor of the solar company), and restore the land to its previous condition?
20. How will the proposed solar facility affect wildlife, including habitat loss, fragmentation, and degradation, and collision risks?

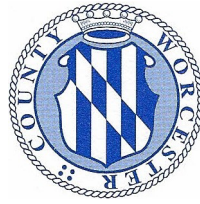
DRAFT ISSUE LISTING

21. Whether the military has reviewed and approved of the proposed solar facility, as solar facilities can adversely affect military and civilian flight paths due to the glare of reflected sunlight from the panels.
22. Whether your use of your own land will be limited, *e.g.*, will you be able to plant trees as wind blocks or construct farm buildings and bins on areas near the solar array?
23. Whether the lease provides for how damage to the farm, the solar array and infrastructure, and shared roads/ROWs will be repaired or replaced, especially the issues of tiling, fencing and ditches.
24. Whether the solar company is responsible for mowing, weed control, and maintenance of fencing, roads and ditches.
25. Whether you will be able to spray crops, or be otherwise restricted in planting or harvesting, because of the solar facility.
26. With respect to your farming and non-farming beneficiaries, will the rental income stay with the farm or flow to the landowners?
27. Whether you have the right to consider other offers after signing the letter of intent, option or lease.
28. Who will be responsible for environmental and legal compliance and any liability, fines, or other penalties which may arise over the life of the project? You remain the owner of the land.
29. Who will pay the increased property taxes if the assessed use of your land is changed from agricultural to commercial?
30. What is your income tax liability for the option fee and rent you will receive?
31. To what extent will your land become a major construction zone, with heavy and loud trucks and equipment during construction, grading, soil erosion, soil compaction, and the installation of underground equipment and fences around the perimeter of the solar footprint?
32. Whether the solar company will require you to obtain a subordination agreement from your mortgage lender, to ensure that your lender will not evict the solar developer if you fail to pay your mortgage (which your lender may refuse to sign).

DRAFT ISSUE LISTING

33. Whether the lease will prohibit you from further encumbering the land, including refinancing or getting an additional mortgage.
34. Whether you should purchase specific liability insurance to cover potential losses, such as violations of environmental regulations, personal injuries caused by solar array equipment or vehicles, or a neighbor's "nuisance" suit against you because of the glare, electromagnetic signals and low noise levels emitted by the solar array, stormwater displacement, disruption of wildlife patterns affecting hunting, *etc.*
35. Whether throughout the project, the solar company will have adequate comprehensive liability insurance to cover damage to your land and the company's equipment. Should you insist on being named as an additional insured on the company's policy?
36. How are the improvements added to your property by the solar company to be accounted for if you were to sell your property?
37. As the solar array will impact stormwater on your property, will the solar company be responsible for managing stormwater? Will it pay for any required changes to stormwater management or increased maintenance of the stormwater system (*i.e.*, erosion control and keeping drainage ditches/pipes free flowing)?

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: December 19, 2024
SUBJECT: Revised Landfill Operating Hours

Public Works, Solid Waste Division is requesting Commissioner approval to revise the operating hours at Central Site Lane Landfill by opening 30 minutes earlier. The new operating hours would be 7:30am – 4pm (currently 8am – 4pm). We have received input from some commercial haulers that opening earlier would allow them to serve more local residents and operate more efficiently. Anecdotal estimates from the haulers indicated they could service an additional 25 commercial loads per week. The increase would equate to approximately \$3,750 per week (\$195,000 annually) of extra income.

Solid Waste staff is already onsite at 7:30am so the revision would not increase salary expenses. We have verified that our Operating Permit does allow for the earlier.

Please let me know if there are any questions.

cc: Chris Clasing
 David Candy
 Quinn Dittrich

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: December 19, 2024
SUBJECT: Gas Main Relocation at Ocean Pines Wastewater Treatment Plant

Public Works is requesting Commissioner approval to use \$33,574.00 from the Ocean Pines Treatment Plant, Capital Equipment Other WWW Equipment account no. 555.8003.9010.090 to relocate a gas main currently in the berm of the emergency storage lagoon at the plant. The project is part of the preliminary work need to increase the storage capacity of the lagoon to 2.6 million gallons. The gas main is in the way of the proposed work. Funding to increase the lagoon size was included in the approved FY 25 budget and \$300,000.00 is available.

The gas main is owned by Chesapeake Utilities; however the County has to pay for the relocation since the lagoon project was initiated by us. Chesapeake Utilities bid the work out and provided the cost from their low-bid contractor who will complete the work. Payment is made directly to Chesapeake which is why the project is not being bid out by the County.

For future reference, additional funding will be needed in FY 26 to complete the project as the existing budget did not anticipate the relocation of the gas main. The gas main conflicts with a proposed headwall construction which is being required by the Maryland Department of the Environment through their permit review process. The headwall construction was also not anticipated in the original project scope and cost estimate. The gas main relocation and headwall construction are anticipated to add \$150,000 to the cost of the project. The additional funds will be requested as part of the FY 26 budget process. Public Works is proposing to relocate the gas main now with the current funding so as to not delay the project.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing
 Tony Fascelli
 Quinn Dittrich

From: [Paul, Joseph A](#)
To: [Tony Fascelli](#)
Subject: OP WWTP
Date: Wednesday, December 18, 2024 7:47:54 AM
Attachments: [image001.png](#)

Tony,

After receiving bids and putting an estimate together, it has been determined that the cost of this relocate will be \$33,574. If you could please provide who the invoice for work should be addressed to, we can get that sent over. Upon payment we can get the work scheduled depending on your time frame.

Thank you,

Joseph Paul
Field Coordinator I

Chesapeake Utilities | Sandpiper Energy
32145 Beaver Run Dr
Salisbury, MD. 21804
Cell: (302) 592-8211



Chesapeake Utilities Corporation (“Chesapeake Utilities”) is an energy delivery company publicly traded on the New York Stock Exchange under the ticker symbol “CPK” (NYSE: CPK). Chesapeake Utilities is not, nor has it ever been, affiliated with Chesapeake Energy Corporation. This email, together with any attachments, is intended only for the use of the party to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or otherwise protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email or its contents is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to the message, and permanently delete this email from your computer and destroy all copies of it.



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1105
P.O. Box 248
SNOW HILL, MARYLAND
21863

ITEM 17

TEL: 410-632-0686
FAX: 410-632-3003

Phillip G. Thompson, CPA
Finance Officer

Jessica R. Wilson, CPA
Deputy Finance Officer

Quinn M. Dittrich, CPA
Enterprise Fund Controller

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Quinn M. Dittrich, CPA, Enterprise Fund Controller
DATE: December 31, 2024
SUBJECT: Request to Transfer Assigned Funds

The Water and Wastewater Service Areas are requesting the transfer of funds from the General Fund as approved by the Commissioners as part of the FY25 Assigned Funds. The following inter-governmental loans and grants are being requested for approval:

Inter-Governmental Loan Requests:

Edgewater Acres:	\$242,000
Landings:	\$790,000
Mystic Harbour:	\$1,730,000
Newark:	\$200,000
Riddle Farm:	\$3,339,010

Grant Request:

Riddle Farm:	\$2,760,177
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Total:	\$9,061,187
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These loans would not begin repayment until Fiscal Year 2027, with principal and interest starting on July 1, 2026. This would give the areas time to develop a long-term solution before repayment begins. There would be no penalty for early repayment, and interest would only be applied to the remaining principal balance.

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$242,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Edgewater Acres Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Two Hundred Forty-Two Thousand Dollars (\$242,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$790,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Landings Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Seven Hundred Ninety Thousand Dollars (\$790,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$1,730,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Mystic Harbour Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of One Million, Seven Hundred and Thirty Thousand Dollars (\$1,730,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$200,000.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Newark Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Two Hundred Thousand Dollars (\$200,000.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$3,339,010.00
Amount

Snow Hill, Maryland

January 3, 2025
Date

For value received, the undersigned, Riddle Farm Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Three Million, Three Hundred Thirty-Nine Thousand and Ten Dollars (\$1,839,010.00) together with a variable interest, which is calculated by using the Maryland Local Government Investment Pool (MLGIP) overnight rate plus 25 basis points (one-quarter percent), at the initial rate of 5.61% per annum at the following time, and in the following amounts, which is to say:

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

The loan aims to address current and anticipated operating deficits through Fiscal Year 2025. Principal and interest on the loan will begin accruing on July 1, 2026, with quarterly payments for 10 years for a total of 40 payments. There is no penalty for early repayment, and interest will be applied solely to the remaining principal balance.

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

ATTEST:

By: _____(Seal)

Theodore Elder
President

Sub-Recipient Grant Agreement

This agreement is made between:

This Grant Agreement (“Agreement”) is entered into on January 7, 2025 by the County Commissioners of Worcester County, Maryland (the “County”) and Riddle Farm Sanitary Service Area. (“Grantee”).

1. Purpose

The Grantor is providing \$2,760,177 to the Grantee for Riddle Farm pumping and hauling expenses.

2. Term of Agreement

This agreement covers pumping and hauling expenses that occurred in fiscal year 2018 through fiscal year 2024 and pumping and hauling expenses that are expected to occur in fiscal year 2025.

3. Use of Funds

The Grantee agrees to use the grant funds only for costs directly related to pumping and hauling.

4. Return of Unused Funds

Any funds remaining after fiscal year 2025 must be returned to the Grantor.

Attest:

Signed:

By: _____ (Seal)

Theodore J. Elder
President



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: December 20, 2024

RE: Glen Riddle WPAs

Attached for final approval are two Wastewater Purchase Agreements with Coastal Square LLC and West Ocean City LLC for the purchase of 155 and 12 EDUs, respectively.

The purchase price for each EDU is the standard \$23,535. The County has agreed to accept a 20% deposit with full payment at closing when the repairs to the plant are expected to be finished.

GLEN RIDDLE WASTEWATER PURCHASE AGREEMENT

This Glen Riddle Wastewater Purchase Agreement (“WPA”) is entered into on _____ (“Effective Date”) by the County Commissioners of Worcester County Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”), and Coastal Square LLC (“EDU Purchaser”).

Recitals

- A. The County Commissioners of Worcester County, Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”) are responsible for the maintenance and operation of the Riddle Farm Wastewater Treatment Plant (“WWTP”) ;
- B. The Service Area is undertaking a project (“Project”) to rehabilitate the WWTP to meet and provide its current permit effluent discharge limits and rated hydraulic capacity (“Sewer EDUs”) and it has hired contractors to achieve this goal hopefully within 18 months of the date of this WPA, but Service Area will not guarantee to EDU Purchaser that the work will be completed within this time period; and
- C. This WPA is intended to apply to the sale and allocation of the Sewer EDUs.

Terms

The parties agree as follows:

- 1. **Quantity.** EDU Purchaser will purchase from Service Area 155 Sewer EDUs (“Purchaser’s EDUs”) under the terms of this WPA.
- 2. **Cost and Deposit.** EDU Purchaser must pay to Service Area \$23,535 per Sewer EDU, for a total sum of \$3,647,925 (“Sewer EDU Purchase Price”) for Purchaser’s EDUs as follows:
 - 2.1. Upon the signing of this WPA, a deposit of 20% of the Sewer EDU Purchase Price, which equals \$729,585, must be paid to Service Area and deposited into an interest-bearing escrow account; and
 - 2.2. The balance of the Sewer EDU Purchase Price must be paid in cash to Service Area at Closing.
- 3. **Contingencies.** This WPA and the obligations of the parties to settle is

contingent upon the following matters being completed:

- 3.1. Service Area receiving from EDU Purchaser the deposit referred to in this WPA;
- 3.2. Service Area obtaining all necessary Federal, State, or local regulatory permits, conditions, and approvals for the Project;
- 3.3. The expiration of any appeal periods from the Federal, State, and local regulatory permits, conditions, and approvals referenced in this agreement and without an appeal having been filed;
- 3.4. Service Area pursuing the Project in good faith until its completion as determined by the Service Area and any other applicable regulator (“Completion”) to ensure that the WWTP has the capacity to provide service for the Sewer EDUs; and
- 3.5. The installation of the necessary infrastructure to deliver wastewater from the Sewer EDUs through transmission lines to be installed at certain locations (“Transmission Lines”), such that EDU Purchaser may gain access to and connect to said Transmission Lines. It is the responsibility of EDU Purchaser to take whatever steps are necessary to connect EDU Purchaser’s properties to the Transmission Lines, including but not limited to, engineering plans, regulatory permits and/or approvals, easements or other such matters and at the sole cost and expense of EDU Purchaser.

4. Closing

- 4.1. Closing shall occur within 2 weeks of all contingencies above being fully satisfied or by May 31, 2026, whichever is first. Should the contingencies not be fully satisfied by May 31, 2026, EDU Purchaser may extend that date at its option. But, under no circumstance shall EDU Purchaser be required to close on the Sewer EDUs until those contingencies are met.
- 4.2. Closing for a partial number of Sewer EDUs may occur earlier at EDU Purchaser’s option, if:
 - 4.2.1. A partial amount of Sewer EDUs is available for service before Completion as determined by the Service Area and any other applicable regulator;
 - 4.2.2. Service of these Sewer EDUs is approved by all regulatory entities with jurisdiction over the WWTP; and

4.2.3. EDU Purchaser agrees to pay all additional costs for effectuating such service, such as pumping and hauling directly from EDU Purchaser's property as opposed to/from the WWTP or other County- and State-approved methods, until such time as Project is complete, etc. Such costs will be in addition to the standard customer rates and reflect the additional costs of providing service before Completion.

5. Closing Costs.

5.1. EDU Purchaser shall pay the costs (if any) of notary fees, settlement fees, charges, expenses and other customary costs necessary to consummate the closing. Each party shall pay its own legal fees.

6. Representations and Warranties.

6.1. **Service Area.** Service Area is the governing body of the Riddle Farm Service Area, and as such, has authority to enter into this WPA.

6.2. EDU Purchaser's Representations.

EDU Purchaser warrants to Seller that, as of the Effective Date: (a) EDU Purchaser is a duly organized and validly existing limited liability company organized under the laws of the State of Delaware, is in good standing and is qualified to conduct business in the State of Maryland, including such qualifications as may be required from time to time in order to conduct business in State of Maryland; (b) EDU Purchaser has authority to enter into this WPA and to perform its obligations under this WPA; and (c) this WPA does not and will not at closing constitute a default under or violate any document, agreement, judgment, or order to which EDU Purchaser is a party or by which EDU Purchaser is bound.

7. Remedies.

7.1. Service Area Remedies.

If EDU Purchaser defaults in its obligation to make full settlement under this WPA at any closing under this agreement, or if EDU Purchaser shall default in any of its other obligations under this agreement and fails to cure the default in such other obligation within 30 days after receipt of written notice from Service Area, then and in either such event, the Deposit shall be forfeited by EDU Purchaser and retained by Service Area and Service Area shall have any and all rights available at law or in equity against EDU Purchaser resulting from said breach.

7.2. EDU Purchaser's Remedies.

If EDU Purchaser shall have tendered performance under this agreement and Service Area shall default in the performance of its obligation to complete any closing under this agreement, and Service Area shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, or shall Service Area default in any of its other obligations under this agreement and shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, then and in either such event EDU Purchaser may, as its sole and exclusive remedy, terminate this WPA by delivering written notice thereof to Service Area, and the Deposit shall be refunded to EDU Purchaser in accordance with this WPA.

8. Force Majeure.

Service Area shall be liable or responsible for (each, an event of "Force Majeure") (i) any delays in the performance of its obligations under this WPA caused by moratoria imposed by applicable governmental authorities that prevent obtaining the approvals needed to perform said obligations, or caused by strikes, work stoppages, riots, acts of God (including inclement weather), casualty, war, governmental laws, or restrictions; or (ii) unanticipated delays by applicable governmental authorities in reviewing, considering or granting the approvals needed to perform such obligations; provided, however, that Service Area shall have exercised reasonable diligence in attempting to perform said obligations or obtain such approvals.

9. Notices.

Any and all notices required or permitted to be provided under this agreement shall be in writing and shall be delivered (addressed as follows) by one of the following methods: (i) in person with signed receipt, (ii) by a nationally recognized overnight courier service (e.g., Federal Express), (iii) by United States certified mail, postage prepaid, return receipt requested, or (iv) by fax (with proof of confirmed delivery):

As to Service Area:

The County Commissioners of Worcester County, Maryland One
West Market Street, Room 1103

Snow Hill, MD21863

As to EDU Purchaser:

Coastal Square LLC c/o Brian Farnan

105 Foulk Road

Wilmington, DE 19803

With copy to:

Mark Spencer Cropper, Esq.

Ayres, Jenkins, Gordy and Almand, P.A.

6200 Coastal Highway, Suite 200

Ocean City, Maryland 21842

Any notice delivered in person, by fax, or by overnight courier service shall be deemed to have been given and received on the date of actual delivery. Notice by mail shall be deemed to be delivered on the date that is 3 days following the date of mailing said notice. Refusal to accept delivery of notice shall be deemed receipt under this agreement.

10. General Provisions.

10.1. Assignment by EDU Purchaser.

EDU Purchaser is prohibited from assigning or otherwise transferring any of its rights or obligations under this WPA without obtaining the prior written consent of Service Area, which consent may be withheld by Service Area in their sole and absolute discretion. Any attempted assignment will be void.

10.2. Governing Law/Jurisdiction.

This WPA is governed by and interpreted in accordance with the laws of the State of Maryland. 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.

10.3. Headings, Section Numbers, Gender, Etc.

The headings set forth at the beginning of each of the Paragraphs of this WPA are inserted for convenience of reference only, and do not form a part of this WPA or limit, expand, or otherwise change the meaning of any provision of this WPA. Unless otherwise indicated, all references to Section numbers shall mean the corresponding

Section contained in this WPA. Any reference herein to the singular shall include the plural and vice versa and reference to the male, female or neuter gender shall include reference to all other genders.

10.4. Dates.

Any date specified in this WPA which is a Saturday, Sunday, or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday, or legal holiday.

10.5. Representation by Counsel.

Each party to this WPA has been represented by separate and independent counsel and all provisions of this WPA have been fully negotiated. No provision shall be interpreted against either party merely because such provision was drafted by such party or such party's counsel.

10.6. Binding Effect; Entire Agreement.

This WPA shall be binding up and inure to the benefit of the parties and their heirs, successors, administrators, personal representatives and assigns, and constitutes the sole and entire agreement and understanding between the parties, who shall not be bound by any understandings, agreements, terms, statements or representations, oral or written, not set forth in this WPA. This WPA supersedes all prior or contemporaneous oral or written offers, proposals, discussions, understandings, statements, representations, and agreements with respect to the subject matter hereof. Except for the representations and warranties set forth in this WPA, EDU Purchaser is not and will not be relying on any other statement made or information provided to EDU Purchaser by Service Area, or any of its consultants, agents, or representatives, or by any person purporting to represent any of the foregoing. This WPA may not be changed orally, but only by an agreement in writing executed by all parties.

10.7. Waiver.

No exercise or waiver of any right or remedy provided for herein shall operate as a waiver of any right or remedy, except as otherwise provided in this WPA. No delay, forbearance, or neglect on the part of a party in the exercise of a right or remedy shall operate as a waiver thereof.

10.8. Counterparts.

This WPA may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed to be a single instrument.

10.9. Partial Invalidity.

If any provision of this WPA shall be held invalid or unenforceable by any court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this WPA shall be construed as if such invalid or unenforceable provision were never contained herein.

10.10. Recitals and Exhibits.

All Exhibits referred to in this WPA are incorporated and made a part of this WPA by reference, as are each of the Recitals set forth above. Any Exhibit not available at the time this WPA is executed shall be agreed upon, initialed, and attached by the parties as soon after execution as is practicable, but failure to attach any Exhibit shall not affect the validity of this WPA unless the parties are in material disagreement as to the content thereof.

10.11. No Partnership.

Nothing contained in this WPA shall be deemed or construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among Service as one party and EDU Purchaser as the other.

10.12. No Recordation.

Neither this WPA nor any memorandum or notice hereof shall be recorded in any public office without the prior written consent of all parties to this WPA, which consent may be withheld by any party in its sole and absolute discretion

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

Attest:

**County Commissioners of
Worcester County, Maryland**
Service Area

Weston S. Young
Chief Administrative Officer

_____(Seal)
Theodore J. Elder
President

Witness

Coastal Square LLC

EDU Purchaser

_____(Seal)
By:

GLEN RIDDLE WASTEWATER PURCHASE AGREEMENT

This Glen Riddle Wastewater Purchase Agreement (“WPA”) is entered into on _____ (“Effective Date”) by the County Commissioners of Worcester County Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”), and West Ocean City LLC (“EDU Purchaser”).

Recitals

- A. The County Commissioners of Worcester County, Maryland, in the capacity of the governing body of the Riddle Farm Sanitary Service Area (“Service Area”) are responsible for the maintenance and operation of the Riddle Farm Wastewater Treatment Plant (“WWTP”) ;
- B. The Service Area is undertaking a project (“Project”) to rehabilitate the WWTP to meet and provide its current permit effluent discharge limits and rated hydraulic capacity (“Sewer EDUs”) and it has hired contractors to achieve this goal hopefully within 18 months of the date of this WPA, but Service Area will not guarantee to EDU Purchaser that the work will be completed within this time period; and
- C. This WPA is intended to apply to the sale and allocation of the Sewer EDUs.

Terms

The parties agree as follows:

- 1. **Quantity.** EDU Purchaser will purchase from Service Area 12 Sewer EDUs (“Purchaser’s EDUs”) under the terms of this WPA.
- 2. **Cost and Deposit.** EDU Purchaser must pay to Service Area \$23,535 per Sewer EDU, for a total sum of \$282,420 (“Sewer EDU Purchase Price”) for Purchaser’s EDUs as follows:
 - 2.1. Upon the signing of this WPA, a deposit of 20% of the Sewer EDU Purchase Price, which equals \$56,484, must be paid to Service Area and deposited into an interest-bearing escrow account; and
 - 2.2. The balance of the Sewer EDU Purchase Price must be paid in cash to Service Area at Closing.
- 3. **Contingencies.** This WPA and the obligations of the parties to settle is

contingent upon the following matters being completed:

- 3.1. Service Area receiving from EDU Purchaser the deposit referred to in this WPA;
- 3.2. Service Area obtaining all necessary Federal, State, or local regulatory permits, conditions, and approvals for the Project;
- 3.3. The expiration of any appeal periods from the Federal, State, and local regulatory permits, conditions, and approvals referenced in this agreement and without an appeal having been filed;
- 3.4. Service Area pursuing the Project in good faith until its completion as determined by the Service Area and any other applicable regulator (“Completion”) to ensure that the WWTP has the capacity to provide service for the Sewer EDUs; and
- 3.5. The installation of the necessary infrastructure to deliver wastewater from the Sewer EDUs through transmission lines to be installed at certain locations (“Transmission Lines”), such that EDU Purchaser may gain access to and connect to said Transmission Lines. It is the responsibility of EDU Purchaser to take whatever steps are necessary to connect EDU Purchaser’s properties to the Transmission Lines, including but not limited to, engineering plans, regulatory permits and/or approvals, easements or other such matters and at the sole cost and expense of EDU Purchaser.

4. Closing

- 4.1. Closing shall occur within 2 weeks of all contingencies above being fully satisfied or by May 31, 2026, whichever is first. Should the contingencies not be fully satisfied by May 31, 2026, EDU Purchaser may extend that date at its option. But, under no circumstance shall EDU Purchaser be required to close on the Sewer EDUs until those contingencies are met.
- 4.2. Closing for a partial number of Sewer EDUs may occur earlier at EDU Purchaser’s option, if:
 - 4.2.1. A partial amount of Sewer EDUs is available for service before Completion as determined by the Service Area and any other applicable regulator;
 - 4.2.2. Service of these Sewer EDUs is approved by all regulatory entities with jurisdiction over the WWTP; and

4.2.3. EDU Purchaser agrees to pay all additional costs for effectuating such service, such as pumping and hauling directly from EDU Purchaser's property as opposed to/from the WWTP or other County- and State-approved methods, until such time as Project is complete, etc. Such costs will be in addition to the standard customer rates and reflect the additional costs of providing service before Completion.

5. Closing Costs.

5.1. EDU Purchaser shall pay the costs (if any) of notary fees, settlement fees, charges, expenses and other customary costs necessary to consummate the closing. Each party shall pay its own legal fees.

6. Representations and Warranties.

6.1. **Service Area.** Service Area is the governing body of the Riddle Farm Service Area, and as such, has authority to enter into this WPA.

6.2. EDU Purchaser's Representations.

EDU Purchaser warrants to Seller that, as of the Effective Date: (a) EDU Purchaser is a duly organized and validly existing limited liability company organized under the laws of the State of Delaware, is in good standing and is qualified to conduct business in the State of Maryland, including such qualifications as may be required from time to time in order to conduct business in State of Maryland; (b) EDU Purchaser has authority to enter into this WPA and to perform its obligations under this WPA; and (c) this WPA does not and will not at closing constitute a default under or violate any document, agreement, judgment, or order to which EDU Purchaser is a party or by which EDU Purchaser is bound.

7. Remedies.

7.1. Service Area Remedies.

If EDU Purchaser defaults in its obligation to make full settlement under this WPA at any closing under this agreement, or if EDU Purchaser shall default in any of its other obligations under this agreement and fails to cure the default in such other obligation within 30 days after receipt of written notice from Service Area, then and in either such event, the Deposit shall be forfeited by EDU Purchaser and retained by Service Area and Service Area shall have any and all

rights available at law or in equity against EDU Purchaser resulting from said breach.

7.2. EDU Purchaser's Remedies.

If EDU Purchaser shall have tendered performance under this agreement and Service Area shall default in the performance of its obligation to complete any closing under this agreement, and Service Area shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, or shall Service Area default in any of its other obligations under this agreement and shall fail to cure said default within 30 days after receipt of EDU Purchaser's written notice thereof, then and in either such event EDU Purchaser may, as its sole and exclusive remedy, terminate this WPA by delivering written notice thereof to Service Area, and the Deposit shall be refunded to EDU Purchaser in accordance with this WPA.

8. Force Majeure.

Service Area shall be liable or responsible for (each, an event of "Force Majeure") (i) any delays in the performance of its obligations under this WPA caused by moratoria imposed by applicable governmental authorities that prevent obtaining the approvals needed to perform said obligations, or caused by strikes, work stoppages, riots, acts of God (including inclement weather), casualty, war, governmental laws, or restrictions; or (ii) unanticipated delays by applicable governmental authorities in reviewing, considering or granting the approvals needed to perform such obligations; provided, however, that Service Area shall have exercised reasonable diligence in attempting to perform said obligations or obtain such approvals.

9. Notices.

Any and all notices required or permitted to be provided under this agreement shall be in writing and shall be delivered (addressed as follows) by one of the following methods: (i) in person with signed receipt, (ii) by a nationally recognized overnight courier service (e.g., Federal Express), (iii) by United States certified mail, postage prepaid, return receipt requested, or (iv) by fax (with proof of confirmed delivery):

As to Service Area:

The County Commissioners of Worcester County, Maryland One
West Market Street, Room 1103
Snow Hill, MD21863

As to EDU Purchaser:

West Ocean City LLC c/o Brian Farnan

105 Foulk Road
Wilmington, DE 19803

With copy to:

Mark Spencer Cropper, Esq.
Ayres, Jenkins, Gordy and Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, Maryland 21842

Any notice delivered in person, by fax, or by overnight courier service shall be deemed to have been given and received on the date of actual delivery. Notice by mail shall be deemed to be delivered on the date that is 3 days following the date of mailing said notice. Refusal to accept delivery of notice shall be deemed receipt under this agreement.

10. General Provisions.

10.1. Assignment by EDU Purchaser.

EDU Purchaser is prohibited from assigning or otherwise transferring any of its rights or obligations under this WPA without obtaining the prior written consent of Service Area, which consent may be withheld by Service Area in their sole and absolute discretion. Any attempted assignment will be void.

10.2. Governing Law/Jurisdiction.

This WPA is governed by and interpreted in accordance with the laws of the State of Maryland. 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.

10.3. Headings, Section Numbers, Gender, Etc.

The headings set forth at the beginning of each of the Paragraphs of this WPA are inserted for convenience of reference only, and do not form a part of this WPA or limit, expand, or otherwise change the

meaning of any provision of this WPA. Unless otherwise indicated, all references to Section numbers shall mean the corresponding Section contained in this WPA. Any reference herein to the singular shall include the plural and vice versa and reference to the male, female or neuter gender shall include reference to all other genders.

10.4. Dates.

Any date specified in this WPA which is a Saturday, Sunday, or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday, or legal holiday.

10.5. Representation by Counsel.

Each party to this WPA has been represented by separate and independent counsel and all provisions of this WPA have been fully negotiated. No provision shall be interpreted against either party merely because such provision was drafted by such party or such party's counsel.

10.6. Binding Effect; Entire Agreement.

This WPA shall be binding up and inure to the benefit of the parties and their heirs, successors, administrators, personal representatives and assigns, and constitutes the sole and entire agreement and understanding between the parties, who shall not be bound by any understandings, agreements, terms, statements or representations, oral or written, not set forth in this WPA. This WPA supersedes all prior or contemporaneous oral or written offers, proposals, discussions, understandings, statements, representations, and agreements with respect to the subject matter hereof. Except for the representations and warranties set forth in this WPA, EDU Purchaser is not and will not be relying on any other statement made or information provided to EDU Purchaser by Service Area, or any of its consultants, agents, or representatives, or by any person purporting to represent any of the foregoing. This WPA may not be changed orally, but only by an agreement in writing executed by all parties.

10.7. Waiver.

No exercise or waiver of any right or remedy provided for herein shall operate as a waiver of any right or remedy, except as otherwise provided in this WPA. No delay, forbearance, or neglect on the part

of a party in the exercise of a right or remedy shall operate as a waiver thereof.

10.8. Counterparts.

This WPA may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed to be a single instrument.

10.9. Partial Invalidity.

If any provision of this WPA shall be held invalid or unenforceable by any court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this WPA shall be construed as if such invalid or unenforceable provision were never contained herein.

10.10. Recitals and Exhibits.

All Exhibits referred to in this WPA are incorporated and made a part of this WPA by reference, as are each of the Recitals set forth above. Any Exhibit not available at the time this WPA is executed shall be agreed upon, initialed, and attached by the parties as soon after execution as is practicable, but failure to attach any Exhibit shall not affect the validity of this WPA unless the parties are in material disagreement as to the content thereof.

10.11. No Partnership.

Nothing contained in this WPA shall be deemed or construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among Service as one party and EDU Purchaser as the other.

10.12. No Recordation.

Neither this WPA nor any memorandum or notice hereof shall be recorded in any public office without the prior written consent of all parties to this WPA, which consent may be withheld by any party in its sole and absolute discretion

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

Attest:

**County Commissioners of
Worcester County, Maryland**
Service Area

Weston S. Young
Chief Administrative Officer

_____(Seal)
Theodore J. Elder
President

Witness

West Ocean City LLC

EDU Purchaser

_____(Seal)
By:



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: December 31, 2024

RE: Local Water Sewer Advisory Boards

Local water and sewer advisory boards have been created by resolution, which is essentially a vote of the Commissioners. See attached. The original language of the resolution says that members must be residents of the service area.

However, if the Commissioners desire, the membership qualifications can be modified by a majority Commissioner vote. The Commissioners could allow residents of service areas that are being served by another service area to be members of the other's advisory board.

RESOLUTION CREATING WATER AND SEWER ADVISORY COUNCILS

WHEREAS, the Worcester County Sanitary Commissioners have adopted Articles of Dissolution which provide for the dissolution and abolishment of the Sanitary Commission and District as of November 19, 1993; and

WHEREAS, the County Commissioners have determined it to be advisable and beneficial to appoint certain Advisory Councils to assist the County Commissioners in matters relating to the continued provision of water and sewer services in the various service areas and shared facilities areas within Worcester County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS that:

1. There shall be appointed an Ocean Pines Service Area Water and Sewer Advisory Council, a West Ocean City Service Area Water and Sewer Advisory Council, and such other Advisory Councils as may be determined necessary by the County Commissioners. Each Advisory Council shall consist of five persons who shall be residents of the respective Service Area.

2. Council members shall be appointed for four year terms provided, however, that the initial terms may be for less than four years in order to create staggered terms. Said Council members shall receive no compensation but may receive an expense allowance as may be authorized in the Budget by the County Commissioners for attendance at meetings.

3. Each Advisory Council shall have the following responsibilities and duties with respect to water and sewer services within the Service Area for which they are appointed.

- 1) Advise the County Commissioners on the water and sewer needs of the Service Area. Review any amendments of the County Water and Sewerage Plan pertaining to said Service Area. Make recommendations to the County Commissioners on policies and procedures for the provisions of water and sewer services in the Service Area.
- 2) Review charges and fees for water and sewerage services for the Service Area and make recommendations to the County Commissioners for changes in fees.
- 3) Review the proposed annual budget for the Service Area, as prepared by the Director of Water and Sewer Services, and provide comments and recommendations on said budget as it relates to the Service Area.
- 4) Such other additional duties as may be assigned, from time to time, by the County Commissioners.

4) The County Commissioners may remove any member of a Water and Sewer Advisory Council from office for misconduct, incompetency, neglect of duty or other sufficient cause, upon written charges and after a hearing after at least fifteen days notice.

AND BE IT FURTHER RESOLVED that this Resolution shall be effective November 19, 1993 which is the effective date of the Articles of Dissolution of the Sanitary Commission and District.

ATTEST:


John A. Yankus
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS


John E. Bloxom, President


Jeanne Lynch


Floyd F. Bassett, Jr.

Reginald T. Hancock

George M. Hurley

**RESOLUTION CREATING THE MYSTIC HARBOUR SERVICE AREA
WATER AND SEWER ADVISORY COUNCIL**

WHEREAS, the County Commissioners of Worcester County adopted, on November 19, 1993, a Resolution Creating Water and Sewer Advisory Councils; and

WHEREAS, the Resolution appointed an Ocean Pines Service Area Water and Sewer Advisory Council, a West Ocean City Service Area Water and Sewer Advisory Council, and such other Advisory Councils as may be determined by the County Commissioners; and

WHEREAS, the Resolution established membership requirements, terms, compensation, responsibilities and duties, and removal procedures for members of the Advisory Councils; and

WHEREAS, the County Commissioners have determined the need for the creation of a Mystic Harbour Service Area Water and Sewer Advisory Council.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. In accordance with the Resolution Creating Water and Sewer Advisory Councils adopted by the County Commissioners on November 19, 1993 (the Resolution), there shall be appointed a Mystic Harbour Service Area Water and Sewer Advisory Council.
2. The provisions for membership requirements, terms, compensation, responsibilities and duties, and removal procedures for members of the Mystic Harbour Service Area Water and Sewer Advisory Council shall be as established in the Resolution, except that there shall be seven members who shall be residents of the Mystic Harbour Service Area.
3. The County Commissioners reserve the right to abolish, amend or merge the Mystic Harbour Service Area Water and Sewer Advisory Council into another Advisory Council at their sole discretion.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

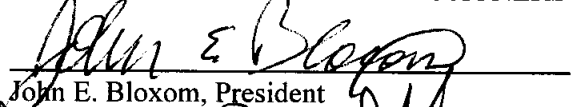
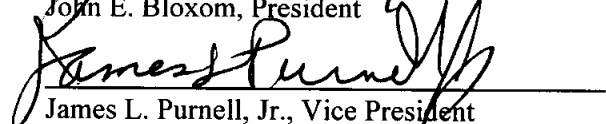
PASSED AND ADOPTED this 1st day of February, 2005.

ATTEST:

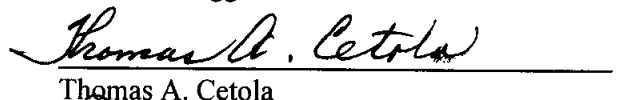
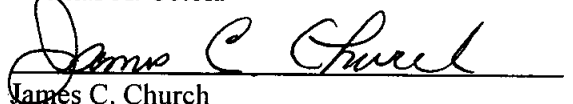
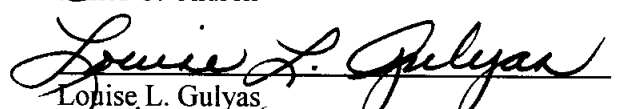
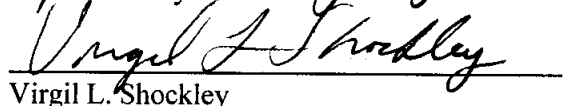


Gerald T. Mason
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS


John E. Bloxom, President
James L. Purnell, Jr., Vice President

Judith O. Boggs


Thomas A. Cetola
James C. Church
Louise L. Gulyas
Virgil L. Shockley

TO: Worcester County Commissioners
FROM: Kim Reynolds, Budget Officer *Kim Reynolds*
DATE: December 30, 2024
SUBJECT: FY26 Budget Schedule

Attached, please find the Budget Schedule for fiscal year 2026 that was approved at the November 6, 2024 Commissioners meeting. The schedule was approved with a "To Be Determined" date for one of the Commissioner Operating Budget Review with Selected Departments/Agencies.

The regularly scheduled meeting on April 15, 2025 was taken off the schedule due to the Hurricane Conference falling on the week of April 14th. There are several key staff members out of the office the week of April 21st for spring break.

There is currently one Budget work session scheduled on Tuesday, April 8, 2025 from 9am until 4pm and one additional work session is needed. The following are options for the additional budget meeting in April:

Tuesday, April 1, 2025 from 1pm-4pm
Monday, April 7, 2025 either 9am-12pm or 1pm-4pm
Wednesday, April 9, 2025 either 9am-12pm or 1pm-4pm
Thursday, April 10, 2025 either 9am-12pm or 1pm-4pm
Friday, April 11, 2025 either 9am-12pm or 1pm-4pm



Worcester County Administration

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

WORCESTER COUNTY FY2026 Budget Schedule

(Approved November 6, 2024)

Wednesday, December 4, 2024	FY2026 Operating Budget Information Available for Distribution
Tuesday, January 21, 2025	Department & Agency Operating Budget finalized in New World Systems and submitted to Budget Officer
February 10, 11, 12, 2025	Departments meet with County Administrator and Budget Officer
Wednesday, February 12, 2025	Operating Budgets Submitted to County Administrator from Municipals and Ocean Pines Association Board of Education submit to County Administrator MOE for FY2026 Board of Education submit to County Administrator Non-Recurring FY2026
Tuesday, March 4, 2025	County Commissioners review requests of Municipalities & Ocean Pines Association
Tuesday, March 4, 2025	Operating Budget from Board of Education submitted to County Administrator
Tuesday, March 18, 2025	Requested FY2026 Consolidated Operating Budget to Commissioners Non-Recurring MOE Discussion–Deadline to file March 31 Maintenance of Effort Discussion - Deadline to file MOE Waiver is April 1
Tuesday, April 8, 2025	Budget work session/Discussion with Board of Education Commissioner Operating Budget Review with Selected Departments/Agencies (9-4)
****TBD****	Commissioner Operating Budget Review with Selected Departments/Agencies (1-4)
Tuesday, May 6, 2025	Requested FY2026 Operating Budget Public Hearing
Tuesday, May 13, 2025	Budget Work Session Discussion with Departments personnel matters
Tuesday, May 20, 2025	Budget Work Session (start 1:00 pm)
Tuesday, June 3, 2025	FY2026 Consolidated General Fund Operating Budget Adopted Proposed FY2026 Enterprise Funds Public Hearing at Government Center
Tuesday, June 17, 2025	FY2026 Water & Wastewater Services Enterprise Fund Budget Adopted FY2026 Solid Waste Enterprise Fund Budgets Adopted



COMMISSIONERS
 Theodore J. Elder, President
 Eric J. Fiori, Vice President
 Caryn Abbott
 Madison J. Bunting, Jr.
 Anthony W. Bertino, Jr.
 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
 Deputy Administrative Officer
 Roscoe R. Leslie
 County Attorney

December 23, 2024

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2025

President Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board

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

- Whitney Palmer -Term Ending – Not available to reappoint – LSWDB - memo attached

Commissioner Bunting - You have Two (2) positions open:

- Walter Maizel -Term Ending – Not available to reappoint – LSWDB - memo attached
- Harry Hammond – Term Ending – Social Services Advisory Bd.

Commissioner Abbott – You have Three (3) positions open:

- Kathleen Palmer – **Resigned** – Commission for Women
- Kevin Holland – Term Ending – Building Code Appeals Bd.
- Mike Hooks - Term Ending – Recreation Advisory Bd

Commissioner Mitrecic – You have Two (2) positions open:

- Bill Paul – **Resigned** – Building Code Appeals Board
- Kimbrey List – Termed Out – Commission for Women

Commissioner Elder – All of your positions have been assigned, Thank you!

Commissioner Fiori - You have Nine (9) positions open:

- Joe Schanno – Term Ending – Economic Development
- 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).

(2) -Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway) (Replacement available). 1- Term Ending – Kim Moses

(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 – 2 regular member vacancy available and an alternate member, See attached

(2) – Solid Waste Advisory Board – Town of Pocomoke (Soloh) and Town of Snow Hill (Pruitt)

(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

(2- Total): Commission for Women:

(2) Resigned -Elizabeth Rodier - (Fiori), Kathleen Palmer (Abbott)

(2) Worcester County Youth Council – New Appointments – Jake Harner (gr.11, SDHS), Kellen Lloyd (gr. 9, SDHS)

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
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20-24-28
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20-24-28

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
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
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20-24-28

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 Replacement Avail.
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
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

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Crystal Duffy	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Travis Knapp	Field Supervisor	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Chasity Simpson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
Todd Ferrante	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
Hon. Melvin Jews	District Court Administrative Judge	Ex-Officio, Indefinite
Timothy Mulligan	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Joe Schanno	D-3, Fiori	West Ocean City	*19-20, 20-24
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Harry Wimbrow	D-4, Elder	Snow Hill	*22-25
Steven Habeger	D-5, Bertino	Ocean Pines	19-23-27
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19-23-27
Stephen Kolarik, Jr.	D-6, Bunting	Bishopville	23-27
C.D. Hall	D-1, Abbott	Pocomoke	*22-24-28

Prior Members: Since 1972

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

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

Thomas W. Davis, Sr. (99-09)
Mickey Ashby (00-12)
Priscilla Pennington-Zytowicz (09-14)
Barbara Purnell (08-15)
Timothy Collins (03-15)
Joshua Nordstrom (12-16)
William Sparrow (16-18)
Greg Shockley (14-18)
Tom Terry (15-19)
John Glorioso (08-19)
Ralph Shockley (*08-21)
Robert Clarke (*08-22)
Marc Scher (*19-22)
Robert Fisher (87-22)

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
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
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)	Scot Tingle 14-24
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)	

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

ITEM 21

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24-28
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24-28
Tina Kolarik	Dist. 6 - Bunting	Resident -Bishopville	24-28

Prior Members:

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

Since 2009

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

Charlie Dorman (12-19)
Gee Williams (09-21)
Bobbi Sample (17-23)
Steve Ashcraft (19-24)

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)	

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
Review and comment on proposed annual Recreation Department budget.

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Mike Hooks	D-1, Abbott	Pocomoke	12-16-20, 20-24
William Gabeler	D-6, Bunting	Ocean Pines	21-25
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17-21-25
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18-22-26
John Gehrig	D-7, Mitrecic	Ocean City	14-18-22-26
Joseph Stigler	D-4, Elder	Snow Hill	*21-23-27
Missy Denault	D-5, Bertino	Berlin	*15-16-20-24-28

Prior Members: Since 1972

Howard Taylor	Warren Mitchell	Jr.(83-98)	Shawn Johnson(15-19)
Arthur Shockley	Edith Barnes	Richard Ramsay (93-98)	Devin Bataille (19-20)
Rev. Ray Holsey	Glen Phillips	Mike Daisy (98-99)	Chris Klebe (*11-21)
William Tingle	Gerald Long	Cam Bunting (95-00)	
Mace Foxwell	Lou Ann Garton	Charlie Jones (98-03)	
Nelson Townsend	Milton Warren	Rick Morris (03-05)	
J.D. Townsend	Ann Hale	Gregory Purnell (97-06)	
Robert Miller	Claude Hall, Jr.	George "Eddie" Young (99-08)	
Jon Stripling	Vernon Davis	Barbara Kissel (00-09)	
Hinson Finney	Rick Morris	Alfred Harrison (92-10)	
John D. Smack, Sr.	Joe Lieb	Janet Rosensteel (09-10)	
Richard Street	Donald Shockley	Tim Cadotte (02-12)	
Ben Nelson	Fulton Holland (93-95)	Craig Glovier (08-12)	
Shirley Truitt	Gregory Purnell (83-96)	Joe Mitrecic (10-14)	
Cyrus Teter	Vernon Redden,	Sonya Bounds (12-15)	
		Burton Anderson (05-15)	
		William Regan (02-16)	

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25
Voncelia Brown	D-3, Church	Berlin	16-19-22-25
Mary White	At-Large	Berlin	*17-19-22-25
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20-24-28

Prior Members: (Since 1994)

Ron Cascio (94-96)
 Roger Vacovsky, Jr. (94-96)
 Lila Hackim (95-97)
 Raymond Jackson (94-97)
 William Turner (94-97)
 Vernon "Corey" Davis, Jr. (96-98)
 Robert Mangum (94-98)
 Richard Rau (94-96)
 Jim Doughty (96-99)
 Jack Peacock (94-00)
 Hale Harrison (94-00)
 Richard Malone (94-01)
 William McDermott (98-03)
 Fred Joyner (99-03)
 Hugh McFadden (98-05)
 Dale Pruitt (97-05)

Frederick Stiehl (05-06)
 Eric Mullins (03-07)
 Mayor Tom Cardinale (05-08)
 William Breedlove (02-09)
 Lester D. Shockley (03-10)
 Woody Shockley (01-10)
 John C. Dorman (07-10)
 Robert Hawkins (94-11)
 Victor Beard (97-11)
 Mike Gibbons (09-14)
 Hank Westfall (00-14)
 Marion Butler, Sr. (00-14)
 Robert Clarke (11-15)
 Bob Donnelly (11-15)
 Howard Sribnick (10-16)
 Dave Wheaton (14-16)
 Wendell Purnell (97-18)
 George Tasker (*15-20)

Rodney Bailey *19
 Steve Brown *10-19
 Bob Augustine 16-19
 Michael Pruitt *15-19
 James Rosenburg (*06-19)
 Jamey Latchum *17-19
 Hal Adkins (*20-21)
 Mike Poole (11-22)

**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)	

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26

Prior Members: (Since 1993)

Andrew Bosco (93-95)
 Richard Brady (96-96, 03-04)
 Michael Robbins (93-99)
 Alfred Lotz (93-03)
 Ernest Armstrong (93-04)
 Jack Reed (93-06)
 Fred Henderson (04-06)
 E. A. "Bud" Rogner (96-07)
 David Walter (06-07)
 Darwin "Dart" Way, Jr. (99-08)
 Aris Spengos (04-14)
 Gail Blazer (07-17)
 Mike Hegarty (08-17)
 Michael Reilly (14-18)
 Bob Poremski (17-20)
 Gregory Sauter (17-21)

**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
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
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
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27
Dianna Harris	At-Large	West O. City	24-27
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24-27

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
 Helen Henson^c (95-97)
 Barbara Beaubien^c (95-97)
 Sandy Wilkinson^c (95-97)
 Helen Fisher^c (95-98)
 Bernard Bond^c (95-98)
 Jo Campbell^c (95-98)
 Karen Holck^c (95-98)
 Judy Boggs^c (95-98)
 Mary Elizabeth Fears^c (95-98)
 Pamela McCabe^c (95-98)
 Teresa Hammerbacher^c (95-98)
 Bonnie Platter (98-00)

Marie Velong^c (95-99)
 Carole P. Voss (98-00)
 Martha Bennett (97-00)
 Patricia Ilczuk-Lavanceau (98-99)
 Lil Wilkinson (00-01)
 Diana Purnell^c (95-01)
 Colleen McGuire (99-01)
 Wendy Boggs McGill (00-02)
 Lynne Boyd (98-01)
 Barbara Trader^c (95-02)
 Heather Cook (01-02)
 Vyoletus Ayres (98-03)
 Terri Taylor (01-03)

Christine Selzer (03)
 Linda C. Busick (00-03)
 Gloria Bassich (98-03)
 Carolyn Porter (01-04)
 Martha Pusey (97-03)
 Teole Brittingham (97-04)
 Catherine W. Stevens (02-04)
 Hattie Beckwith (00-04)
 Mary Ann Bennett (98-04)
 Rita Vaeth (03-04)

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year term
Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)

Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
Kelcey Kengla, Worcester County Health Department - (410-632-1100, x1108)
Wendy Shirk, Worcester County Board of Education - (410-632-2880)

Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Wynter Robers	Snow Hill	Snow Hill	21-25
Mary Ann Catherine Rutzler	Snow Hill	Snow Hill	21-25
Teresa Guo	Pocomoke	Pocomoke	22-24
Kyleigh Kruse	Pocomoke	Pocomoke	22-24
Mia Acuna	Pocomoke	Pocomoke	22-24
Brooke Berquist	Stephen Decatur	Bishopville	22-24
Coilin Gallaher	Stephen Decatur	Berlin	23-25
Tirazh Hill	Stephen Decatur	Berlin	23-25
Gabriella Thompson-Servant	Stephen Decatur	Berlin	22-24
Eliza Myers	Stephen Decatur	Berlin	23-26
Sage Myers	Stephen Decatur	Berlin	23-26
Laila Pascucci	Stephen Decatur	Berlin	23-26
Ellie Zollinger	Stephen Decatur	Berlin	23-26
Emily Skipper	Stephen Decatur	Berlin	24-27
Madie Groves	Stephen Decatur	Berlin	24-27
Dani Shirk	Stephen Decatur	Berlin	24-27



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: January 2, 2025

RE: Anti-Camping Legislation Work Session

At the November 19, 2024 meeting, the Commissioners requested a work session with the Department of Social Services, the Sheriff's Office, and the Health Department before moving forward with new legislation regarding camping on public property.

Enclosed is:

1. Current County law
2. Draft concepts of new laws
3. Talking points presented by the independent agencies.

Encampment/Unhoused Work Session January 7, 2025



Goal-The goal of Homeless Outreach Team (HOT) is to improve the physical and mental health of homeless individuals/families and reintegrate them into the community. Success relies on ongoing efforts to build trust with individuals who may be wary of service providers. This is most effective when the team remains flexible, empathetic, and nonjudgmental. Collaborative efforts involving multiple agencies are key to achieving these goals.

History - Our Worcester County Homeless Outreach Team (H.O.T.) was created in 2018 to address the rising homelessness crisis in our County due to a lack of affordable housing. It was also recognized that traditional services were not accessible to marginalized communities. H.O.T. was born from the Wor. County Homeless Board* which meets quarterly at the Health Department. At the time, the project was piloted on Caroline Street in Ocean City where the Health Department hosted the team on outreach days. Rather than waiting for people to seek help at specific locations, members of this team (initially the Ocean

City Police, Worcester County Health Department, Department of Social Services, Berlin Baptist and Diakonia) walked the boardwalk and other heavily populated areas to engage homeless individuals through street outreach. It wasn't until after COVID that the team began to expand so additional services could be offered on the streets.

Objectives-The objective of the Homeless Outreach Team is to continue connecting homeless individuals to affordable housing when available, provide continuity of care as often as possible, and service delivery when they are ready for a change.

Membership- The Homeless Outreach Team partners with agencies throughout Worcester County that generously volunteer their time in support of our mission. Below is a comprehensive list of the agencies that constitute the Homeless Outreach Team.



- **Worcester County Health Department - Leading**

Agency (**Including but not limited to Case Management, Peer Recovery services, Crisis Response Team, and health insurance linkage)

- Mercy Ministries/Ocean City Crisis Coalition - Faith Based Community
- Worcester Co. Local Behavioral Health Authority
- Worcester Co. Social Services
- Diakonia Shelter
- Samaritan Shelter
- Brightview Health
- Ocean City Police Department
- Atlantic General Health Systems
- Health Care for Homeless Veterans
- Worcester Co. Family and Youth Services
- Life Crisis - Human Trafficking Cases/Crisis
- Worcester County Berlin Police Department
- Ocean City Cold Weather Shelter
- Worcester County Sheriff's Office

A persistent approach in outreach is crucial, especially for those reluctant to engage. Key considerations include self-care for Homeless Outreach Team (HOT) members, ensuring they possess the necessary skills, and providing ongoing training in areas like Narcan use, addictions, crisis management, and suicide intervention.

Outcomes- The Homeless Outreach Team serves as a crucial link between those without stable housing and available resources in the area. Many experts in homelessness agree that outreach can take various forms. HOT continues to be present in the community and work with surrounding partners to result in successful outcomes. We have encountered individuals to whom we directly proposed solutions, addressing the issues and needs of their situation. Many of our successes have started with building a relationship of trust.

*The Worcester County Main Homeless Board, (Chaired by Tracy Bednar for over a decade), completes SWOTS and is in charge of the Strategic Plan for the County. The plan was last updated in May of 2022. The Board is also responsible for data collection and financial estimates for chronically homeless individuals (including costs to First Responders, the Detention Center, the Emergency Department and staffing).

**** The Worcester County Health Department**, separate from the Homeless Outreach Team, offers ongoing services to people who are homeless or at risk of homelessness. Services provided to this population include:

Mental Health Targeted Case Management (**TCM**) aims to support adults with a mental illness who are homeless or at risk of homelessness, being released from incarceration or at risk of incarceration, or being released from inpatient for mental health or at risk of inpatient for mental health. Case managers assist qualifying Worcester County residents who are having difficulty getting their basic needs met.

The Mobile Integrated Community Health program (**MICH**) provides in-home care to people throughout the community. The program focuses on patients who frequently call 911 and make visits to the emergency department. Worcester County Fire and EMS companies, Atlantic General Hospital, and the Worcester County Health Department are all partnering together to provide resources and tools to the community.

PEER Support staff are in long term recovery meeting people where they are to assist them in their path to substance use recovery. They often work with people who are resistant to treatment or are in the beginning stages of recovery.

START is a program designed to engage and link individuals who are at high risk for a mental health crisis and who may require non-traditional efforts to reduce barriers to treatment.

LEAD a community-based case management approach to reducing the utilization of law enforcement for individuals with untreated behavioral health needs such as mental illness, substance use, extreme poverty, and homelessness.

Emergency Department Care Coordination Program (**EDCC**) integrates community & home-based Behavioral Health Care Coordination services through a partnership with Atlantic General Hospital, Berlin, MD. This program facilitates self-care, appropriate uses of behavioral health services and works to reduce hospitalizations due to overdose through improving communication and coordination between the patient, caregiver, AGH, physicians and other medical providers.

The Crisis Response Team (**CRT**) is available when a person is at risk of hospitalization due to a thoughts of suicide, a mental health disorder and/or is experiencing a traumatic event. CRT is activated by Law Enforcement, Atlantic General Hospital, public school systems and 988 as warranted.

Behavioral Health services are based on the recovery model, which is client centered. Individual therapy, medication evaluation and management are provided to those 18 years and older. Services are provided by licensed mental health professionals to adults to alleviate symptoms of mental illness or dual diagnosis and to provide education regarding psychiatric diagnoses. We specialize in the treatment of major disorders including Major Depression, Bipolar Disorders, Anxiety Disorders, Schizophrenia, Psychosis, Personality Disorders, and Dual Diagnosis of mental illness and substance abuse which often plague our homeless population.

Worcester County, MD
Wednesday, December 18, 2024

Title CG4. General Administration

SUBTITLE IV. County Real and Personal Property and County Buildings

§ CG 4-404. Regulations regarding the use of County-owned property.

(a) **Prohibited acts.**

- (1) It is prohibited to camp on, tent on, sleep on or inhabit any roadside of any County road or along any County roadside, within the right-of-way of the road or in any County recreational park or in, on or adjacent to any County landing or any other County-owned property unless specifically authorized by law or resolution of the County Commissioners.
- (2) It is prohibited to dock, moor, tie-up or anchor any boat, vessel or watercraft at any County-owned boat landing or boat ramp, except for loading and unloading purposes and except in cases of bona fide emergencies on a temporary basis, unless specifically authorized by law or resolution of the County Commissioners. "Temporary," for the purposes hereof, shall mean not to exceed forty-eight hours.
- (3) It is prohibited to enter upon or into any County-owned land or facility at any time when the land or facility is closed to the general public unless specifically authorized by the County Commissioners.

(b) **Interference with County recreational activities.** It is prohibited for any person to interfere with, disrupt or disturb any recreational activity duly authorized by the Worcester County Recreation Board for the County Commissioners, whether such interference, disruption or disturbance is caused by the action of the individual, inaction of the individual or by words, gestures or other means.

(c) **Rules and regulations regarding County-owned property.** The County Commissioners may, by resolution, adopt additional rules, regulations, hours of operation, limitation of uses or other standards with regard to the use of County-owned property. Such rules or regulations may not contravene the purposes of this section but shall be in addition to the requirements of this section.

(d) **Violations.** Any person who violates the provisions of this Subtitle or any rules or regulations adopted by the County Commissioners pursuant hereto shall be guilty of a civil infraction.
[Amended 11-10-1987 by Bill No. 87-5]

fArticle 3: Public Parks, Playgrounds, Beaches, Tidelands and other Property**Division 4: Encampments on Public Property**

(“*Encampments on Public Property*” added 6-29-2023
by O-21674 N.S.; effective 7-29-2023.)

§63.0401 Purpose

The County Commissioners of Worcester County, Maryland, are committed to protecting the life, health, and safety of all people in the County and find that certain public lands within the geographical boundaries of the County pose significant health and safety hazards to the people who make shelter or stay overnight in these areas. Additionally, the County Commissioners find that some of these public lands are environmentally sensitive and may be significantly damaged by unregulated human activity. The County Commissioners are committed to protecting the rights of individuals related to their personal property and to treating such property with respect and consideration. It is the purpose of this Section to set standards for the preservation and protection of human life, health, and safety, to further the preservation and protection of sensitive public lands to prevent destruction of these assets, and to establish a process for the collection, storage, and disposal, recycling, or reuse of personal property found in *encampments* on public property.

§63.0402 Definitions

For purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

Abatement means the process of documenting and collecting eligible items for storage, and removing and disposing of, recycling, or reusing of *waste* at an *encampment* according to the process in **section 63.0406**.

Camp means to use an area for living accommodation purposes, including pitching, erecting, or occupying an *encampment*, creating outdoor sheltering or using *camp paraphernalia* to facilitate outdoor sheltering or for living accommodation purposes or for remaining outdoors overnight.

Camp paraphernalia means personal property used to facilitate occupancy of an area and includes personal property typically associated with camping such as tarps, cots, beds, sleeping bags, hammocks, bedding, camp stoves, cooking equipment, buckets, and similar equipment, luggage, clothing, bicycles, mattresses, couches, dressers, or other furniture.

(7-2023)

Encampment means one or more temporary, makeshift, or hand-built structures not suitable or intended for long-term continuous occupancy, including tents, that are used to shelter one or more persons or their belongings and that are not authorized by the property owner. *Encampment* includes any *camp paraphernalia* and personal property associated with or located in or around the structures or tents or otherwise being stored in or around the encampment area.

Open space has the same definition as in San Diego Municipal Code section 63.0102(b).

Park has the same definition as in San Diego Municipal Code section 63.0102(b).

Shelter means any facility or organization, whether public, private or non-profit, where individuals or families experiencing homelessness can access beds and other services.

Waste has the same definition as in San Diego Municipal Code section 54.0202.

Waterway means all the portions of Chollas Creek, Los Peñasquitos Creek, San Diego River, San Dieguito River, and Tijuana River found within the boundaries of the County of San Diego.

§63.0403 Protection of Waterways

(a) It is unlawful for any person to do any of the following:

- (1) build or erect a structure of any type along the banks of any *waterway*, or drive a nail or other object into any tree or other natural area vegetation for the purpose of building an *encampment* or any other structure, or to affix an object to any tree or other natural vegetation,
- (2) move boulders or large rocks, destroy vegetation, paved roads or paths created by the County, or otherwise reconfigure the natural landscape in the waters of or along the banks of a *waterway*,
- (3) drive, park, or bring any vehicle along the banks of a *waterway*, except in places specifically provided and designated for vehicular use,
- (4) dig on the banks of a *waterway*, or

(5) discharge or store *waste*, including garbage, refuse, or human or animal *waste*, along the banks or into the waters of a *waterway*.

(b) Nothing in section 63.0403 is intended to prohibit the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property; and nothing is intended to prohibit the activities of a lawful user if such activities are expressly authorized by the County Commissioners or by any law, regulation, permit, order or other directive from a regulatory authority.

§63.0404 Unauthorized Encampments on Public Property

- (a) It is unlawful for any person to *camp* or to maintain an *encampment* in or upon any public property, including in any street, sidewalk, *park*, beach, *open space*, *waterway*, and banks of a *waterway*, unless specifically authorized by the County Commissioners.
- (b) At all times, regardless of the availability of *shelter* space or beds, it is unlawful for any person to *camp* or to maintain an *encampment* where such activity poses:
 - (1) an immediate threat or an unreasonable risk of harm to any natural person,
 - (2) an immediate threat or an unreasonable risk of harm to public health or safety, or
 - (3) disruption to vital government services.
- (c) At all times, regardless of the availability of *shelter* space or beds, it is unlawful for any person to *camp* or to maintain an *encampment* in the following locations:
 - (1) within two blocks of a school, including public and private schools, and vocational or professional institution of higher education, including a community or junior college, college, or university;

- (2) within two blocks of any *shelter*;
- (3) in any *open space*, *waterway*, or banks of a *waterway*;
- (4) within any public transportation hub or facility, in any bus stop or train station, or along any train tracks; and
- (5) in any County *park*, including *open space* or *beach areas*, as defined in **section 63.0102(b)**, and beaches, bays, or wetlands.

§63.0405 Enforcement

- (a) Violations of this Division may be prosecuted as misdemeanors subject to the fines and custody provisions in San Diego Municipal Code **section 12.0201**.
- (b) Law enforcement officers shall issuing a criminal citation to enforce a violation of this Section.
- (c) **ARE WE ABLE TO MAKE THIS AN ARRESTABLE OFFENSE or ARRESTABLE WHEN IT OCCURS AT NIGHT OR WITH SOME OTHER PARAMETERS?**

§63.0406 Abatement of Encampments

The County Commissioners or the Sheriff or their designees may remove personal property, *camping paraphernalia*, and all other property, contraband, litter, and *waste* found at an *encampment* or at a location where a person is engaged in unlawful camping, regardless of whether the person is charged or prosecuted for a related criminal offense, in compliance with the following procedures:

(a) Written Notice Required Prior to Abatement

- (1) A written Notice of Clean-Up will be posted on each tent or structure and in any other distinct areas of the *encampment* providing notice of the date of clean-up and giving a minimum of 24 hours for persons to remove their personal property. The written notice shall also include the following statement, which may be updated by the County Commissioners to provide accurate and current information:

You must remove your belongings from the site within 24 hours. You should not leave behind any belongings you want to keep. All belongings left behind will be removed by the County. The County will post an Impound Notice if belongings are stored during the clean-up process.

If you wish to minimize the risk of losing valued belongings, you should try to keep those belongings on your person at all times, in a storage facility, or in visible, sanitary, and safely accessible bags or bins.

If you think your belongings were stored, you can claim them by following the directions on the Impound Notice after the clean-up is complete. Information about how to claim your belongings is also available on the County's website. You may retrieve any stored belongings without being asked about your criminal background or outstanding warrants.

- (2) After 24 hours, the County Commissioners shall conduct *abatement* of the site on the date posted on the Notice of Clean-Up. If *abatement* is delayed or rescheduled, the County Commissioners may conduct *abatement* within 48 hours of the posted Notice of Clean-Up without reposting a new Notice of Clean-Up. If *abatement* is delayed longer, the County Commissioners shall repost a Notice of Clean-Up with a new date.

- (b) The County Commissioners shall follow these additional procedures when persons are present at an *encampment* during *abatement*:

- (1) When *shelter* is available, the County Commissioners shall provide any person at an *encampment* with *shelter* and service information and direct them to remove their belongings from the site. The County Commissioners shall evaluate reasonable requests for additional time or assistance to remove items and may accommodate those requests to the extent practicable.
- (2) Any person who returns to an *encampment* during *abatement* shall be allowed to remove their personal property from the site. Personal property left behind will be deemed abandoned.
- (3) Any person arrested for a criminal offense or an outstanding warrant shall not be required to abandon personal property they identify as their own. Unless the person requests the personal property be discarded or entrusted to another, all personal property of apparent value will be taken to the Worcester County Sheriff's Office for impoundment in accordance with existing policy and procedure. Where the owner of the items cannot be readily identified or discovered, the County Commissioners shall

follow the *abatement* process in this Division.

(c) The County Commissioners shall document the *abatement* process as follows:

- (1) photograph or video record the site before any abatement begins,
- (2) open backpacks, purses, suitcases, and other small storage containers to determine whether they contain items eligible for storage,
- (3) set out items contained in bags or suitcases and photograph the items,
- (4) photograph or video record all items to be stored,
- (5) photograph or video record the cleanup process, and
- (6) photograph or video record the site after abatement has concluded.

(d) Unclaimed items found in *abatement* shall be eligible for storage if:

- (1) circumstances indicate that the item belongs to a person,
- (2) the item has apparent utility in its current condition and circumstances, and
- (3) the item can be safely retrieved from the site.

Examples of items potentially eligible for storage include identification and associated paperwork, medication stored in medication bottles with identifying information, photos, and items that reasonably appear to have sentimental value in their current condition. An item need not be in a new or perfect condition to have apparent utility.

(e) An eligible item found during an *abatement* shall be put into storage, unless it meets one the following disqualifying conditions:

- (1) hazardous, including items contaminated with human *waste*, animal *waste*, or bugs, explosives, weapons, liquids, drug paraphernalia, or mold;
- (2) likely to become hazardous in storage, including perishables, wet materials that might become moldy, and items covered in mud;
- (3) practically un-storable, due to large size, weight, or other similar characteristic;
- (4) contraband or stolen; or
- (5) is on the County's current list, published on the County website, of common types of items that, in the experience of County staff, individuals regularly abandon during *abatement*, and there is no contrary indication as to the specific item.

(f) The County shall record each eligible item to be stored, including the location it was found and the date of storage and the name of any person charged with related criminal offense as a result of the same incident. Any stored items shall be kept in storage at least 30 calendar days and then may be disposed of, recycled, or reused.

(7-2023)

(g) After *abatement* has concluded and when eligible items are collected and will be placed in storage, the County Commissioners shall post notices at the location of the *abatement* that includes information how a person can claim stored items. Information about retrieval of stored items shall also be available on the County's website. A person may retrieve stored items based on a description with sufficient specificity to demonstrate ownership. A person may retrieve stored items without inquiry into the person's criminal background or outstanding warrants.

(h) Expedited Abatement

(1) In an expedited *abatement*, the County Commissioners shall follow the same *abatement* and storage procedures in section 63.0406, but shall post a Notice of Clean-Up giving a minimum of three hours for all persons to remove their personal property.

(2) The County Commissioners shall prioritize and expedite the removal of an *encampment* if:

(A) the County receives direction from County of San Diego or other governmental authority that *abatement* of the *encampment* is necessary to preserve public health or safety, including to address known or suspected outbreaks of diseases; or

(B) the County Commissioners observes or reasonably suspects the *encampment* creates a condition that presents a significant risk of property damage, bodily injury or death; or

(C) the County receives direction from the Worcester County Sheriff's Office or the Office of the State's Attorney for Worcester County that *abatement* of the *encampment* is necessary to prevent significant risk of property damage, bodily injury or death.

("Abatement of Encampments" added 6-29-2023 by O-21674 N.S.; effective 7-29-2023.)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 24-__

BY:

INTRODUCED:

A legislative bill for the purpose of repealing and replacing Subtitle II of the Criminal Law Article with an ordinance to prohibit camping on public property.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Subtitle II (Vagabonds, Vagrants, Beggars and Common Gamblers) of the Criminal Law Article of the Code of Public Local Laws of Worcester County, Maryland is completely repealed and replaced with the following provisions:

Title CL 1-201, Camping Prohibited on Public Property, Subtitle II

Camping Prohibited on Public Property

§ CL 1-201 General Provisions.

- (a) **Definitions.** “Camping” means setting up, remaining in, or being at public property for the purpose of sleeping, making preparations to sleep, storing personal property, or performing cooking activities for habitation purposes.
- (b) **Camping Prohibited.** Except as may be permitted by the County Commissioners or upon locations specifically identified in this Subtitle, camping is prohibited in or upon any street, sidewalk, alley, easement, nature preserve, public park, parking lots, public grounds, public right of way, or under any bridge or viaduct.
- (c) **Permits.** The County Commissioners may issue permits to individuals or entities seeking to engage in camping for historical, cultural, or educational purposes that must be limited to time reasonably necessary to accomplish such purposes.
- (d) **Exceptions for Approved Camping Locations.** The County Commissioners may designate specific locations within County limits that are exempt from this Subtitle provided that any such location is subject to rules set by the County Commissioners.

(e) **Violations.**

- (1) Any person who violates the provisions of this Subtitle is guilty of a civil infraction punishable by a fine of at least \$100 and not exceeding \$500.
- (2) Any person who knowingly violates the provisions of this Subtitle is guilty of a misdemeanor and, on conviction, is subject to a fine not exceeding \$500 or imprisonment not exceeding 90 days, or both.

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

III. PASSED this _____ day of _____, 2024.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott, Commissioner

Eric J. Fiori, Commissioner

Theodore J. Elder, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner