



COMMISSIONERS
 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

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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

PROCLAMATION

WHEREAS, April is National Child Abuse Prevention Month, a time to recognize that children are our most valuable resources as well as our most vulnerable members of society who suffer severe and long-lasting effects stemming from abuse and neglect; and

WHEREAS, Effective education campaigns and activities can prevent abuse from occurring, stop it where it already exists, and help children and families heal in the aftermath of abuse. Together we can help secure a brighter tomorrow for hurting children. Learn how by visiting <https://worcestercac.org/>.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, proclaim April as **National Child Abuse Prevention Month** and urge all citizens to partner with the Worcester County Child Advocacy Center, Life Crisis, and the Department of Social Services to support child victims of maltreatment, to prevent child abuse, and to strengthen the communities in which we live.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of April, 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



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COUNTY ATTORNEY

PROCLAMATION

WHEREAS, during Fair Housing Month, we highlight efforts to educate the public that everyone has a right to buy a home, purchase homeowners' insurance, or rent an apartment free from discrimination, and renters with disabilities may request reasonable accommodations, such as service dogs or assigned parking closer to a unit; and

WHEREAS, open, welcoming communities are vibrant and provide residents of all backgrounds with access to quality schools, and increased opportunities for self-sufficiency and economic growth. Since 1987, the Worcester County Housing Rehabilitation Program has rehabilitated or replaced 337 homes and is currently rehabilitating nine homes and replacing an additional 17 to assist the State in alleviating blight by targeting areas that need replacement homes. Qualifying property owners can receive grants and no interest rate loans to assure their access to suitable housing.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland do hereby proclaim April as **Fair Housing Month** and encourage all to support and endorse the practice and policy of fair housing.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of April, in the Year of Our Lord Two Thousand and Twenty-Five.



Theodore J. Elder, President

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ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, the commissioners stand with Worcester County Health Department (WCHD) professionals to champion the role of the public health system during National Public Health Week 2025, and to recognize that together we can make our communities healthier, stronger, and safer; and

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

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby proclaim the week of **April 7-13, 2025** as **Public Health Week** and commend the dedication of all public health workers, students, and volunteers to meet the health needs of area residents.

Executed under the Seal of the County of Worcester, State of Maryland, this 1st day of April, in the Year of Our Lord Two Thousand 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

Citizens and Government Working Together



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008

<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director
DATE: March 14, 2025
RE: Request to Transfer – Annual Housing Bond Allocation

.....

I am requesting the County Commissioners' consideration for the transfer of Worcester County's Annual Housing Bond Allocation to the Maryland Department of Housing and Community Development (DHCD). Should you look favorably upon this request, staff has prepared the attached draft letter for signature.

The transfer of the bond allocation to the State is routinely done by local jurisdictions to avoid the costly and time-consuming process of issuing bonds at the local level and also provides for mortgage tax credits. Worcester County has consistently participated in this program, transferring 100% of the allocation to the Maryland Mortgage Program. Worcester County's Housing Bond allocation for 2025 is \$2,483,390.00.

Attached you will find the DHCD's letter of request and a summary of the purchase activity through the Maryland Mortgage Program.

An electronic copy of the letter has also been forwarded to your office. Please note that the letter must be mailed to DHCD as well as emailed to Denine Messersmith at Denine.messersmith@maryland.gov.

April __, 2025

MD Dept. of Housing & Community Development
c/o Denine Messersmith, Single Family – 3rd Floor
7800 Harkins Road
Lanham, Maryland, 20706

Dear Ms. Messersmith:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Worcester County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$2,483,390 of its total \$2,483,390 tax-exempt housing bond allocation as set forth in the 2025 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Sincerely,

Theodore J. Elder
President, Worcester County Commissioners

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of Worcester County.

Roscoe R. Leslie, Esq.
Attorney for: Worcester County, Maryland



WES MOORE
Governor
ARUNA MILLER
Lt. Governor
JACOB R. DAY
Secretary
JULIA GLANZ
Deputy Secretary

March 13, 2025

The Honorable Anthony W. "Chip" Bertino, Jr.
President, Board of County Commissioners
County Government Center, RM 1103
One W. Market Street
Snow Hill, MD 21863-1195

Dear The Honorable Anthony W. "Chip" Bertino, Jr.,

The Department of Housing and Community Development (the Department) is contacting you regarding the Annual Housing Bond Allocation. We are reaching out to you to begin the process for 2025. There is no change to the process from last year.

The Department invites Worcester County to transfer its 2025 Housing Bond Allocation to the Department. By doing this, the Department utilizes local government housing bond allocations to issue bonds to fund housing programs or to issue mortgage credit certificates. The allocation represents the amount of volume cap authority that would have been available to the local government should it choose to issue the bonds itself in order to raise capital for mortgage loans. In prior years, the annual housing bond allocation has been an extremely powerful and successful tool in creating affordable housing opportunities.

The housing bond allocation for your jurisdiction is \$2,483,390. In order for the Department to utilize the housing bond allocation for your jurisdiction, you must transfer your allocation to the Department in writing on or before June 15, 2025.

Attachment I is a form letter to be prepared on your letterhead authorizing the transfer of bond allocation to the Department.

We ask your cooperation in transferring your 2025 bond authority to the Department. Attachment I must be prepared on your letterhead and be returned no later than June 15, 2025 to the following address:

Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706
ATTN: DENINE MESSERSMITH – SINGLE FAMILY - 3RD FLOOR

Before mailing the original please send a copy to the following email address:

Denine.messersmith@maryland.gov



ITEM 2

Included for informational purposes only is Attachment II - Maryland Mortgage Program Purchase Activity for FY 2021, 2022, 2023, 2024 and FY 2025 through 02/28/2025.

We look forward to your continued support of home ownership opportunities for residents of your County. Should you have any questions or need additional information, please contact Denine Messersmith at 301-429-7800 or by email at Denine.messersmith@maryland.gov.

Thank you.

Sincerely,

Denine Messersmith

SF Programs Documentation / Compliance Specialist
Single Family Housing

Enclosures:	Attachment I	Form Letter for Transfer of Allocation
	Attachment II	Maryland Mortgage Program Purchase Activity for FY 2021, 2022, 2023, 2024 and FY 2025 through 02/28/2025.



2025 ATTACHMENT I

**FORM LETTER FOR 2025 TRANSFER OF ALLOCATION
TO BE PREPARED ON LOCAL JURISDICTION'S LETTERHEAD**

[Date]

Denine Messersmith
 Single Family Programs Documentation / Compliance Specialist
 Community Development Administration
 Department of Housing & Community Development
 7800 Harkins Road, 3rd Floor
 Lanham, Maryland 20706

Dear Mrs. Messersmith:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, **[Name of Jurisdiction]** hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$_____ of its total \$_____ tax-exempt housing bond allocation as set forth in 2025 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

[Signature]

[Name & Title of Chief Elected Official]

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of [Name of Jurisdiction].

[Signature]

[Name & Title of Attorney]

Attorney for: [Name of Jurisdiction]

RETURN THE COMPLETED LETTER TO:

Denine Messersmith
 Maryland Department of Housing and Community Development
 7800 Harkins RD 3RD Floor
 Lanham, MD 20706

ATTACHMENT II
MARYLAND MORTGAGE PROGRAM
PURCHASE ACTIVITY

WORCESTER COUNTY

Fiscal Year	Loans	Loan Amount
2021	3	\$486,100
2022	10	\$1,713,802
2023	9	\$2,203,517
2024	10	\$2,160,540
2025 YTD	12	\$2,566,939



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
DATE: March 19, 2025
SUBJECT: Special Use – South Point Boat Ramp

We received a request from Maryland Coastal Bays to utilize South Point Boat Ramp to install their nesting platform the week of April 8, 2025. This project is in partnership with the Maryland DNR, the Maryland Coastal Bays Program and Audubon Mid-Atlantic, and consists of an artificial nesting island made up of wooden rafts that gets rolled in and out each spring and fall.

Installation is expected to occur on Tuesday, April 8, and should only take that one day, but they would like to allow for two additional days in the event of inclement weather. The project will be handled by a small team of DNR, Maryland Coastal Bays staff and volunteers. This activity will not interfere with public boating activities.

The use of South Point Boat Ramp for this project has been approved by the Commissioners in 2021, 2022, 2023, and 2024. Our Department has reviewed this request and do not have any conflicts or concerns.

Attachments

cc: Jacob Stephens, Deputy Director Recreation & Parks
Darcy Billetdeaux, Parks Superintendent
Robert Mitchell, Director Environmental Programs
David Bradford, Deputy Director Environmental Programs



MARYLAND COASTAL BAYS PROGRAM

8219 Stephen Decatur Highway
Berlin, Maryland 21811
(410) 213-2297 - PHONE
www.mdcoastalbays.org

March 21, 2025

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

Dear Director Rados,

This letter is to inform you of our intent to install our nesting platform from its location at South Point to our permitted location in the Chincoteague Bay. This is scheduled for April 8th, 2025, and subsequent days that week based on weather. This project, a partnership with the Maryland DNR, the Maryland Coastal Bays Program and Audubon Mid-Atlantic, is embarking on its fifth year.

The Worcester County Commissioners have approved the use of the South Point Boat Ramp for this project since 2021. The last four years' results were very encouraging as we had 23 nesting pairs in the first year and over 300 pairs in the last two years.

Installation of the platform is expected to take place on Tuesday, April 8th, weather dependent, and it is expected to take one day to install. In the previous three previous years, we've started at 8:00 a.m. and finished by 1 p.m. We are expecting a similar time frame this year but will leave room for two days in case the weather does not cooperate.

The rafts will be launched at the South Point Boat Ramp and towed by boat to our site in Chincoteague Bay by a small team of DNR and Maryland Coastal Bays staff and a small number of experienced volunteers who have worked with us before. We do not expect this activity to interfere with public boating activities in any way. We will prioritize any boaters who wish to launch vessels during the raft installation and continue to provide them with the right-of-way.

Citizens joining with local, state, and federal governments to develop common sense solutions
to the bays' most pressing environmental problems.

We welcome any concerns you may have in this matter and look forward to our continued partnership working with you on this important conservation project. Please contact me or any of the project staff listed below if you have any questions.

Sincerely



Kevin M. Smith, Executive Director
Maryland Coastal Bays Program

Project Staff contacts:

Roman Jesien, Maryland Coastal Bays Program; rjesien@mdcoastalbays.org 410-375-6431

David Brinker, Maryland DNR; dave.brinker@maryland.gov 410-213-2279



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: Maryland Agricultural Land Preservation Foundation (MALPF)
FY 25/26 MALPF Funding Cycle Matching Funds

Date: 3/24/25

As a certified county by the Maryland Agricultural Land Preservation Foundation (MALPF) since 2004, Worcester County is required to commit matching funds for our easement acquisition program. As the only certified county on the lower shore, this certification allows the county to retain 75% instead of 33% of the agricultural transfer tax the county collects. To continue to be eligible for additional matching funds from the state, we are required to contribute qualifying expenditures from a county source other than agricultural land transfer taxes to this program.

As the attached memorandum from Katherine Munson details, we are proposing to commit a contribution of **\$94,000** in retained Agricultural Transfer Tax revenue, along with another **\$50,000** in budgeted general fund match (Acct. No.100.1702.7130.040), for purchases of easements in the combined FY 25/26 cycle to remain certified under this program. This commitment comes from the Agricultural Transfer Tax revenue collected by the county for the sole purpose of land preservation and a suggested contribution from the General Fund. The intent of the Agricultural Transfer Tax law is to impose the tax only when the land is converted to other uses from agriculture.

There are three (3) applications submitted in this combined planning cycle representing 371.7+/- acres. As Ms. Munson notes, all county match will be complimented by the state at a 60:40 ratio up to an amount determined in the state budget process for the statewide MALPF program. That complimentary funding for the last four (4) fiscal years is detailed in the chart within Ms. Munson's comments.

Staff is respectfully recommending that the County Commissioners consider to agree to provide the suggested contribution totaling **\$144,000**. Counties need to present this letter by May 1, 2025. A draft letter for this commitment is attached with the recommended amount for President Elder's signature.

Both Ms. Munson and I will be available to discuss this request with you and the County Commissioners.

Attachments

1. Katherine Munson's memo, dated March 24, 2025
2. Draft Commitment Letter
3. Map of MALPF Easements

cc: Katherine Munson
Phil Thompson/Finance Director
Kim Reynolds/Budget Officer



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: FY25/FY26 MALPF Matching Funds

Date: March 24, 2025

The Maryland Agricultural Land Preservation Foundation (MALPF) requires certified counties to commit matching funds for the agricultural preservation easement acquisition program.

Worcester County's Agricultural Land Preservation Program has been certified as of July 1, 2004. Certified counties retain and receive more transfer tax funding for agricultural easement acquisitions than non-certified counties. Certification entitles the county to retain 75% instead of 33% of the agricultural transfer tax the county collects, and to be eligible for additional matching funds from the state.

Worcester County received three (3) applications to sell an easement in the spring of 2024. Due to anticipation of limited funds, MALPF decided last year to combine FY25 and FY26 into one funding cycle.

FY26 funding is unknown until mid-April.

FY25 funding (approved last year) is a statewide total of \$36,493,015. The general county allotment will be \$532,457. Additional funds are allocated to each county as match and in "round 2" funding.

To meet the minimum obligations to remain certified, the county needs to commit match funds from the agricultural transfer tax revenue for purchase of easements in the FY25/FY26 cycle.

The three (3) FY25/FY26 applications represent 371.7+/- acres. Approximately \$1 million would be needed to purchase easements from all three applicants. Applicants receive funding

offers in order of rank, in “round one”, and in order of best bargain offered in “round 2” (state funds only).

Page 2 of 2, FY24 MALPF Matching Funds

County funds are matched by the state at a 60:40 ratio (up to an amount that will be determined after the FY26 budget is known).

MALPF matching funds, in recent years:

Year	General Fund	Ag Transfer Tax Revenue	Match provided by the state
FY24	\$50,000.00	\$40,000.00	\$135,000.00
FY23	\$50,000.00	\$25,000.00	\$112,500.00
FY22	\$48,459.00	\$140,000.00	\$282,689.00
FY21	\$0.00	\$100,000.00	\$150,000.00

The Agricultural Transfer Tax was established solely to fund agricultural preservation and may only be used for that purpose. Funds not used within six years must be remitted to the state. As of February 28, 2025, the county’s Agricultural Transfer Tax revenue balance was \$164,743.14. This account will be billed \$40,000 for one FY24 easement purchase not yet settled.

We recommend that the FY25/FY26 match consist of:

- \$94,000.00 from the Agricultural Transfer Tax Revenue
- \$50,000.00 in general fund match

I have attached a map showing the location of FY25 applicant properties.

The county must provide a matching funds commitment by **May 1, 2025**. Attached is a letter to be signed by the appropriate county representative.

Please contact me should you have any questions. Thank you for your attention to this matter.

Attachments

cc:, Kim Reynolds, Budget Officer
Phil Thompson, Treasurer’s Office

DRAFT

March 24, 2025

Michelle Cable, Executive Director
Maryland Agricultural Land Preservation Foundation
Maryland Department of Agriculture
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

RE: FY25/26 Local Matching Funds

Dear Ms. Cable:

Worcester County's commitment of local matching funds for MALPF's FY24 easement acquisition program shall be \$144,000. This represents: retained Agricultural Land Transfer Tax revenue of \$94,000.00 and \$50,000.00 in general funds.

If you have any questions regarding this commitment, please do not hesitate to contact Katherine Munson at 410-632-1220, ext 1302.

Sincerely,

Theodore J. Elder
President
County Commissioners of Worcester County

STATE OF MARYLAND
COMPTROLLER OF THE TREASURY
P. O. BOX 828
ANNAPOLIS, MARYLAND 21204

Report of Collection of Agricultural Transfer Tax
Tax-General Article, Section 13-301
Month FEBRUARY 2025
Worcester County

Revenue:	<u>Current Month</u>	<u>Fiscal Yr. to Date</u>
Agricultural Transfer Tax Collected	168,932.00	178,788.80
Total Interest Collected	0.00	0.00
Less (Refunds)		
Net Ag. Transfer Tax & Interest Collected	168,932.00	178,788.80
Less: Portion Retained by Subdivision	126,699.00	134,091.60
Subtotal - Portion to be remitted to State	42,233.00	44,697.20
25% Surcharge on Existing Agricultural Transfer Tax (Senate Bill 662 - 2008 Session)	42,233.00	44,697.20
Grand Total to be Remitted to State:	84,466.00	89,394.40
<hr/>		
Beginning Fund Balance:		38,044.14 Current
Agricultural Transfer Tax Retained:	126,699.00	126,699.00
Total Funds Available:		164,743.14
Expenditures and Transfers:		
Administrative Expenses		0.00
Matching MALPF Acquisitions		0.00
Local Purchase of Development Rights or Enhancements		
Transfer to MALPF - 3 Year Old Monies:		
Total Expenditures & Transfers:		0.00
Ending Fund Balance:		<u>164,743.14</u>

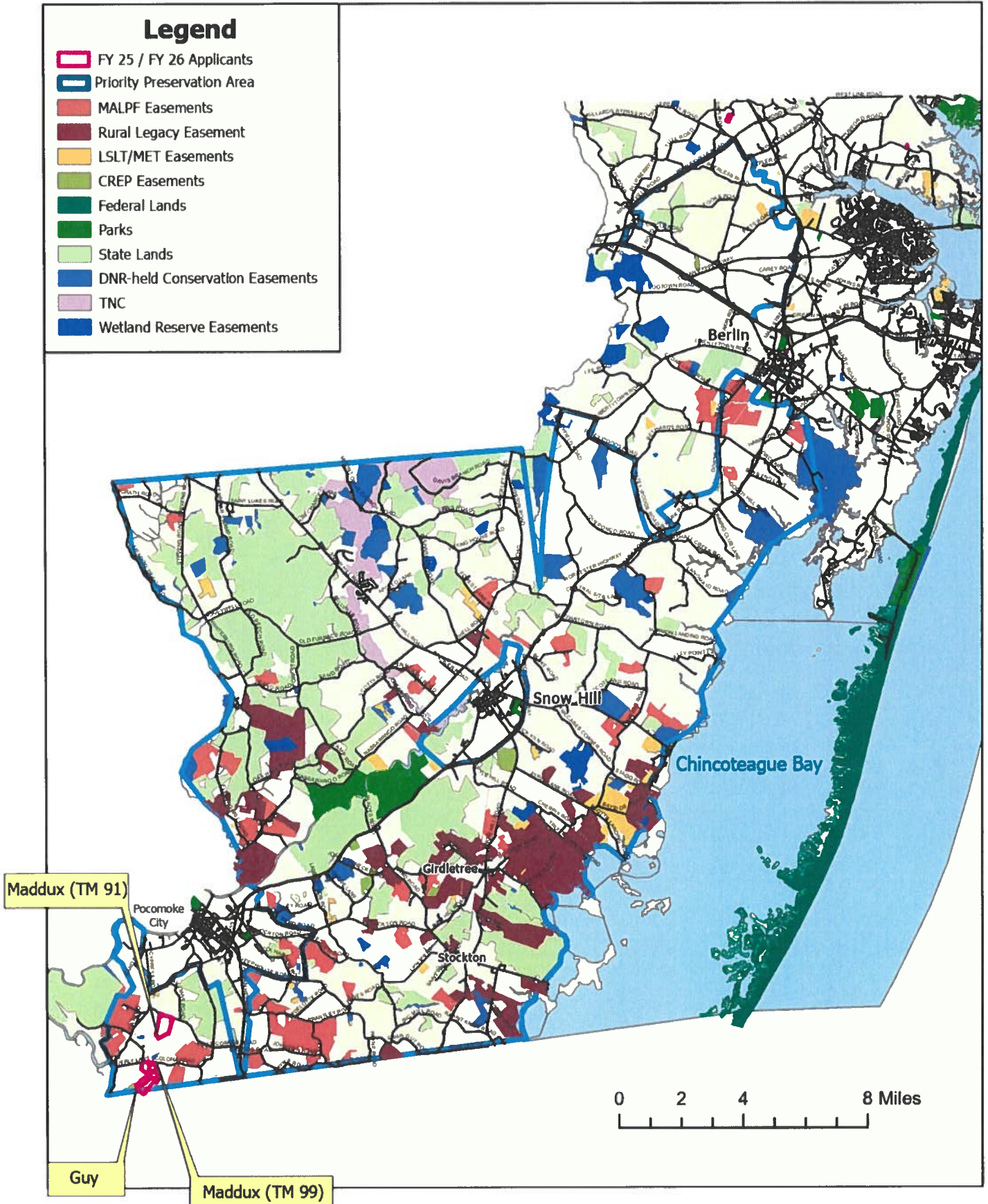
Signature & Date

Phillip G. Thompson, CPA

Finance Officer

This report is to be filed, in duplicate, on a monthly basis by the 10th of the subsequent month.
A negative report should be filed for any month when there were no collections.
Total acreage this month's Transfer Tax applied to _____.

FY25/FY 26 MALPF Applicant Properties and Protected Lands, Worcester County, MD



Map prepared 6/21/2024
Worcester County Dept of Environmental Programs



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

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CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

To: Candace Savage, Deputy Chief Administrative Officer
KMT
From: Katherine Munson, Planning Manager; Lily Wagner, Planner I
LW
Subject: CREP Permanent Easement Contract of Sale—Sarah Chisholm 01-002406, 01-002376, and 01-003399; Unionville Road, Pocomoke City, Maryland; Tax Map 83, Parcel 58, 59, 60, 41.85 acres
Date: March 24, 2025

Attached please find an Agreement of Sale for a CREP Permanent Easement for approval and signature. We would respectfully recommend the County Commissioners authorize President Elder to sign the document. The deed of easement is an exhibit to the contract of sale. That will be executed at settlement when information including acreage is confirmed.

On September 7, 2010, the County Commissioners approved participation in the Maryland Department of Natural Resources CREP Permanent Easement program. Resolution Number 10-31 adopts a local policy for the program. On February 27, 2024, the County Commissioners signed a new agreement with Maryland Department of Natural Resources (attached). In January 2025, the County Commissioners approved a per acre payment cap for this program. In January 2025, Maryland Department of Natural Resources sent a letter to all eligible property owners regarding this program.

The agreement is contingent on approval of purchase by the Board of Public Works. Funding is to be solely provided by the State of Maryland. Worcester County will be reimbursed for administrative costs, incidental costs and long-term monitoring costs.

The agreement has been reviewed by Roscoe Leslie, County Attorney.

The entire property is to be encumbered by a conservation easement (to be co-held by the county and the state of Maryland), even though the landowner will only be paid for the portion eligible for CREP or CREP match. The per acre payment is determined by the per acre payment cap set

by the county (40% of the most up-to-date MALPF FMV value). A survey that will be recorded with the Deed of Easement will also determine the precise acreage to be paid and the boundary of the property.

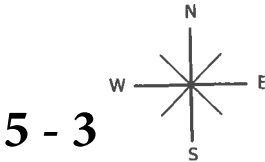
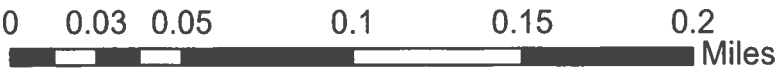
Maps of the property and its location are attached.

Please contact me with any questions.

Attachments
cc: Robert Mitchell, Director

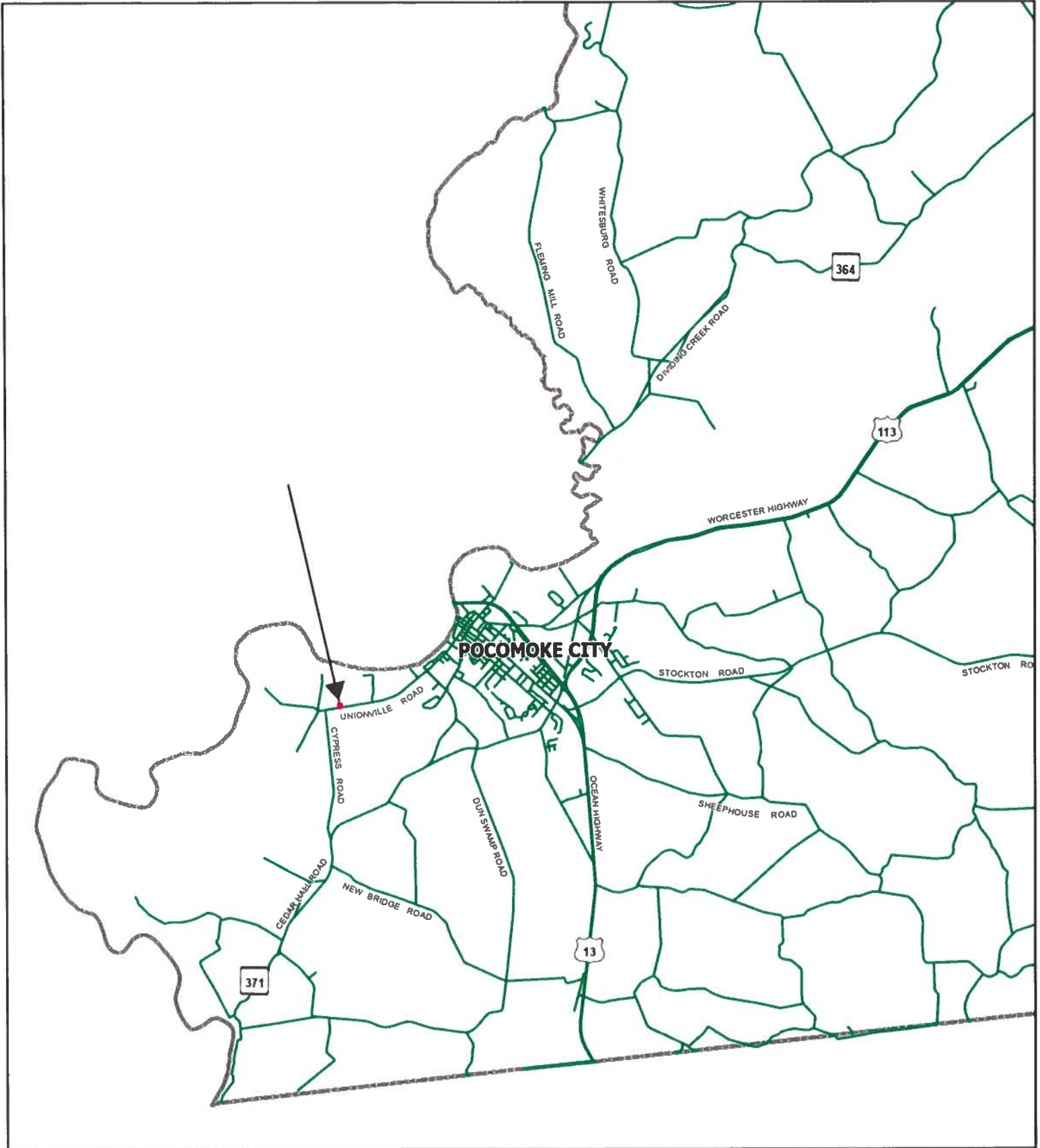
Potential CREP Easement - Chisholm
TM 83 P 58, 59, 60
Unionville Road
Total Acres: 41.85

ITEM 5

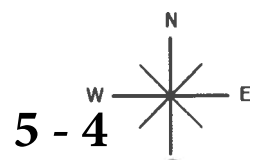


Potential CREP Easement - Chisholm
TM 83 P 58, 59, 60
Unionville Road
Total Acres: 41.85

ITEM 5



0 0.5 1 2 3 4
Miles



AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the ____ day of _____, 20__ is made between THE SENARA REVOCABLE TRUST ("Seller") and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Buyer").

RECITALS

1. The Seller is the owners of property located in the first tax district of Worcester County, Maryland; which is three (3) parcels, 41.85 acres total, more or less, and located on Unionville Road, Pocomoke City, Maryland, having tax ID numbers of 01-002406, 01-002376 and 01-003399, as described in **Exhibit A**, attached hereto and hereby made a part hereof (the "Easement Area").

2. The Buyer desires to purchase a conservation easement from the Seller on, over and across the Easement Area on the terms and conditions set forth in this Agreement.

3. The Seller is willing to grant to Buyer and a second easement holder selected by the Buyer (collectively "Grantees") for the hereinafter-set price, a conservation easement in perpetuity, on, over and across the Easement Area.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement and other good and valuable consideration, the parties acknowledge the receipt and sufficiency of which, the parties agree as follows:

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell to Grantees and Buyer hereby agrees to purchase from Seller a Deed of Easement (as defined in section 4) on, over and across the Easement Area.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. Subject to Section 2.3, the purchase price to be paid for the Deed of Easement (as defined in section 4.1) shall be One Thousand Nine Hundred Eighty-Three Dollars per acre ((\$1,983.00/acre), (the "Purchase Price").

2.2. At Closing (as defined below), the entire Purchase Price, as modified by Section 2.3, shall be made payable by Buyer to Seller by a check.

2.3 The Seller intends to donate approximately twelve (12) acres. Actual acreage will be calculated by licensed Surveyor.

SECTION 3. CLOSING.

The consummation of the transactions contemplated in this Agreement (“Closing”) shall take place on or before June 12, 2026 at a date, time and place agreed to by the parties hereto.

SECTION 4. CONVEYANCE OF THE DEED OF EASEMENT.

4.1. At Closing, Seller shall convey to Grantees a Deed of Conservation Easement (“Deed of Easement”) to the Easement Area containing covenants of special warranty and further assurances in the same form and containing those restrictions and conditions set forth in the easement attached hereto as **Exhibit B** and hereby made a part hereof. Each of the Grantees shall have independent rights to enforce the Deed of Easement. 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 or deeds of trust shall be subordinated at closing. In the event any Mortgagee or beneficiary of a deed of trust fails to execute the required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

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

4.3. If prior to or through Closing, the Conservation Reserve Enhancement Program Contract #11055 (the “Contract”) entered into between the Commodity Credit Corporation (“CCC”) and Seller is terminated for any reason, this Agreement shall terminate and the parties shall have no further obligation to each other.

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 Easement Area is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Seller, shall be null and void and of no further effect and the parties shall have no further obligation to each other.

5.2 Seller covenants that at Closing, the Easement Area shall be in the following condition:

No alterations, construction, or other activities or uses of and on the Easement Area that would be inconsistent with the terms of the Deed of Easement will be made to the Easement Area from and after the effective date of this Agreement.

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

property and the title to the Easement Area is in the condition, status and quality required under this Agreement.

SECTION 6. SELLER'S REPRESENTATIONS.

6.1. Seller makes the following representations and warranties as of the dates on which each of them respectively executes this Agreement and as of Closing.

6.2. Seller represents and warrants that:

i) No government or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Easement Area and no lien has been created under any applicable Environmental Laws,

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

iii) No work shall have been done or materials placed for or about any of the Easement Area 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.

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

SECTION 7. OBLIGATIONS OF SELLER AT CLOSING.

7.1. At Closing, Seller shall execute, acknowledge and deliver the Deed of Easement to the Buyer.

7.2. At Closing, Seller shall execute and deliver to the Grantees and the closing attorney such other writings usually requested from a seller by a closing attorney in connection with the sale of property. Writings may include evidence of Seller's authority to execute and convey the Deed of Easement, including, but not limited to, good standing certificate, a corporate resolution, and all organizational documents and authorizations for a particular person to sign on behalf of the Seller.

SECTION 8. OBLIGATIONS OF BUYER AT CLOSING.

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

SECTION 9. DEFAULT.

9.1. In the event that Seller cannot convey to Buyer title to the Easement Area as required under this Agreement, Buyer shall:

i) Permit Seller to take any action necessary to perfect its title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title,

ii) Extend Closing until such action is completed, but no longer than ninety (90) days from the Seller's receipt of notice from Buyer of such defect(s) to the title.

In the event that Seller fails to cure the defect(s) to title within that ninety (90) day period, then and only then shall Seller be in default of its obligations to convey title to the Easement Area under this Agreement.

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

i) Waive any failure to perform in writing,

ii) Terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination,

iii) Exercise any and all rights and seeks 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.

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

i) Waive any failure of performance in writing,

ii) Terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination.

SECTION 10. GENERAL PROVISIONS.

10.1. 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.

10.2. The parties hereto further agree that this Agreement is expressly contingent upon the Maryland State Board of Public Works ("Board of Public Works") approving the Project Agreement ("Project Agreement") submitted by the Maryland Department of Natural Resources Program Open Space. In the event the Board of Public Works fails to approve this Project Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Seller, and the parties shall have no further obligation to each other.

10.3. This Agreement may be assigned to the Maryland Department of Natural Resources or any other assignee approved by the Maryland Department of Natural Resources.

10.4. This agreement is effective upon the later of the date at the beginning of this Agreement or the date of the last parties' execution and acknowledgment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, acknowledged, and delivered, the day and year written in the certificate of acknowledgment.

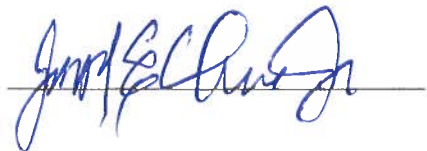
SECTION 11. SURVEY PROVISION

11.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 41.85 acres. 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 the Seller may void this Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

11.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

Witness:

SELLER
THE SENARA REVOCABLE TRUST



 (Seal)
Sarah Chisholm

BUYER

By: _____ (Seal)
Theodore J. Elder, President, County Commissioners of
Worcester County, Maryland

ITEM 5

USA 650 2157 86718
P1041894



REMOVED BY	DATE	REMOVED BY	R.T.M.	FILE #	2010-0572
REMOVED BY	R.T.M. removed	DATE	10/20/2010		
REMOVED BY	R.T.M. removed	DATE	10/20/2010		

5

SHEET 1 OF 1

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

This document is exempt from recordation tax and transfer tax pursuant to Maryland Code Ann., Tax Property Art., §§ 12-108(a) and 13-207(a)(1).

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") is made this ____ day of _____, 202_, by and between THE SENARA REVOCABLE TRUST, having an address at 1607 UNIONVILLE ROAD POCOMOKE, MD 21851 ("Grantor") and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND and the **STATE OF MARYLAND, to the use of the DEPARTMENT OF NATURAL RESOURCES, 580 Taylor Avenue, Annapolis, MD 21401** (collectively, "Grantees").

WITNESSETH:

WHEREAS, a Conservation Reserve Enhancement Program ("CREP") was established by an Agreement, dated April 24, 2009, between the United States Department of Agriculture, the Commodity Credit Corporation and the State of Maryland ("Agreement"). One of the provisions of the Agreement was the establishment of a voluntary program for the purchase of perpetual easements on Conservation Reserve Program land in order to reduce the sediments and nutrients from runoff in the Chesapeake Bay and enhance wildlife habitats;

WHEREAS, the purpose of this Conservation Easement is to implement the CREP, to preserve and enhance water quality and wildlife habitat, through the maintenance or establishment and maintenance of forested and vegetative riparian buffers, the restoration of wetlands and the retirement of highly erodible lands from agricultural use, all as provided herein; and

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; and

WHEREAS, the Board of County Commissioners of Worcester County, Maryland, has agreed to administer the CREP Permanent Easement Program at the local level, supporting the general principles of preserving and maintaining the natural resources of Worcester County; and

WHEREAS, the Grantor is the owner of land located in Worcester County, Maryland, by virtue of a deed from _____, dated April 7, 2023, and recorded in Liber 8599, folio 291 among the Land Records of Worcester County, Maryland (the "Property"). The Property is identified on tax map 83, parcel 58; and 59; and 60

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

WHEREAS, Grantor agrees to sell this Conservation Easement to the Grantees to restrict and place under the terms and conditions of this Conservation Easement a portion of the Property containing a total of 28 acres, more or less, and hereinafter referred to as the "CREP Contract Easement Area" and the "CREP Match Easement Area" being more particularly shown on a plat referred to in Exhibit A; and

WHEREAS, each of these Easement Areas within this Conservation Easement – the "CREP Contract Easement Area" and the "CREP Match Easement Area" - is subject to different restrictions and each is therefore treated separately in Articles II and III herein. However, where the CREP Contract Easement Area and the CREP Match Easement Area are subject to the same terms in this Conservation Easement, they are collectively referred to as the "Total CREP Easement Area," and

WHEREAS, Grantor further agrees to grant to the Grantees to restrict and place under certain terms and conditions in this Conservation Easement a portion of the Property containing a total of 12.85 acres of land, more or less, and hereinafter referred to as the "Additional Easement Area," being more particularly shown on a plat referred to in Exhibit A. The Additional Easement Area is the remaining portion of the Property that does not include the Total CREP Easement Area. The Total CREP Easement Area (28 acres) and the Additional Easement Area (12.85 acres) are henceforth referred to as the "Total Easement Area" (41.85 acres).

NOW, THEREFORE, in consideration of the sum of One Thousand Nine Hundred Eighty Three Dollars (\$1,983.00) per acre paid by the State of Maryland, Department of Natural Resources, the facts stated in the above paragraphs, and the covenants, terms, conditions and restrictions contained herein (individually a "Term" and collectively the "Terms"), the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor hereby grants and conveys unto Grantee, their successors and assigns, forever and in perpetuity a conservation easement of the nature and character and to the extent hereinafter set forth, and the right of access to the Total Easement Area through the Property. This Conservation Easement runs with the land as an incorporeal interest in the Total Easement Area and the Property for access to the Total Easement Area, and shall bind the Grantor and his heirs, personal representatives, successors and assigns.

ARTICLE I. EFFECT OF PREEXISTING CREP CONTRACT

There is a preexisting contract between a federal agency and the Grantor pursuant to the CREP intended to expire on September 30, 2031 (the "Expiration Date") that affects uses of the Property ("CREP Contract"). For purposes of this Conservation Easement, CREP contracts shall be defined to include CRP contracts. In the event that there is a conflict between this Conservation Easement and the CREP Contract during the time when the CREP Contract is effective, the CREP Contract's terms shall prevail to the minimal extent necessary to resolve the conflict. Except for such conflicting terms, all other Terms of this Conservation Easement shall remain in full force and effect and upon the earlier to occur of either (i) the expiration or termination, for any reason, of the CREP Contract or (ii) the Expiration Date, all Terms shall be in full force and effect.

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY

ARTICLE II. MANAGEMENT

For purposes of this Article II, the CREP Contract Easement Area and the CREP Match Easement Area are each subject to different restrictions and each is therefore treated separately as indicated below.

A. CREP Contract Easement Area Management Plan Requirements

In the area identified as the CREP Contract Easement Area on the plat (see Exhibit A for plat reference), Grantor shall implement and be in compliance with a CREP Conservation Plan and a Forest Stewardship Plan as described below:

1. CREP Conservation Plan

Within one (1) year of the date of this Conservation Easement, Grantor shall have a CREP Conservation Plan approved by the Natural Resource Conservation Service (NRCS), and such a CREP Conservation Plan shall be consistent with the NRCS, Maryland Conservation Practice Standards (Standards) that are in place at the time of this Conservation Easement or as they may be amended or modified from time to time. The CREP Conservation Plan shall be at all times reasonably current, but in no event more than ten (10) years old. At a minimum, the CREP Conservation Plan shall include:

- a. The type(s) of practices to be established. The types of practices that may be established include:
 - i. Riparian Buffers. Riparian Buffers are planted to trees, shrubs and grasses. Riparian buffers function to reduce excess amount of sediment, organic material, nutrients, pesticides, and other pollutants in surface and shallow ground water flow; create shade to moderate water temperatures to improve aquatic habitat; provide a source of detritus and large woody debris for aquatic species; and to provide riparian habitat and corridors for wildlife.
 - ii. Filter Strips. The purpose of a filter strip is to remove nutrients, sediment, organic matter, pesticides, and other pollutants from surface and subsurface flow. Filter strips reduce pollution and protect surface and subsurface water quality while enhancing the ecosystem of the water body through the processes of deposition, absorption, plant uptake, and denitrification.
 - iii. Wetland Wildlife Habitat Management. To create or improve existing habitat for wetland wildlife, both game and non-game species.
 - iv. Upland Wildlife Habitat Management. To create, maintain, or

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

- enhance areas to provide upland wildlife food and cover.
 - v. Rare and Declining Species Habitat. To create, maintain, or to provide wildlife food and cover for rare and declining species.
 - vi. Wildlife Practices.
 - vii. Wetland Creation. Create and manage a wetland to provide wildlife habitat, water quality benefits, and other wetland functions.
- b. The total acres enrolled in each type of practice;
- c. If buffer practices are to be established, the width (in feet along both sides of the riparian feature) of such buffer;
- d. Specific management prescriptions for each practice to be established. Such management prescriptions depend on the type of practices to be established and may include, but are not limited to:
 - i. Tree/Shrub Job Sheets (for Riparian Buffers);
 - ii. Practices Implementation Maintenance Schedules (for Filter Strips);
 - iii. Job Sheets for: Wildlife Habitat Management; Wetland Wildlife Habitat Management, Pest Management, Wetland creation and management.

2. Forest Stewardship Plan

In the Woodland Area (as defined below), a Forest Stewardship Plan shall be prepared and implemented within one (1) year of the date of this Conservation Easement. Such Forest Stewardship Plan shall be reasonably current, but in no event more than ten (10) years old, at the time of harvest, prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, whose primary objective is soil conservation and water quality. At a minimum, the Forest Stewardship Plan shall include:

- a. 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;
- b. a vegetation map, a soils map and a topographic map;
- c. an access plan, including all areas to be commercially managed;
- d. erosion control measures, specifically addressing water bodies and wetland areas; and
- e. 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 a. above.

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In the Woodland Area, 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 Forest Stewardship 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.

"Woodland Area" is 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 Area to non-Woodland permitted. Clear-cutting may be permitted in order to regenerate a forest pursuant to the Forest Stewardship Plan.

B. CREP Match Easement Area Uses and Management Plan Requirements

1. Allowable Uses in the CREP Match Easement Area

In the area identified as the CREP Match Easement Area on the plat (see Exhibit A for plat reference) Grantor may establish the practices permitted in the CREP Contract Easement Area, as detailed above Article II.A. In addition, the following uses may be established in the CREP Match Easement Area:

- a. Pastureland – land cover or use category of land managed primarily for the production of introduced forage plants for grazing animals. It may consist of a single forage species in a pure stand or a grass mixture or grass-legume mixture. Management usually consists of cultural treatments: fertilization, weed control, reseeding or renovation, and control of grazing.
- b. Hayland—land used for the harvesting of forages.
- c. Food Plots—an annual or perennial planting of grain, cover crops, grass, forbs, legumes or a mixture thereof, to provide food for a variety of wildlife on rural land.
- d. The cultivation of land for growing pine, spruce and/or fir trees specifically for use and sale as Christmas trees
- e. Orchards – the cultivation of land for growing fruit trees and berries
- f. Woodland Areas -- 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 and shall be managed pursuant to a Forest Stewardship Plan.

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

2. CREP Match Easement Area Management Plan Requirements

a. Soil Conservation and Water Quality Plan.

In areas of the CREP Match Easement Area that are not defined as Woodland Area, within one (1) year of the date of this Conservation Easement, Grantor shall have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") for any areas where agricultural activities will take place prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantor and the local Soil Conservation District as land use practices or management changes, however, Grantor shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantor shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees.

b. The Forest Stewardship Plan.

In the Woodland Area (as defined in Article II.A.2. above), Grantor shall have a Forest Stewardship Plan prepared within one (1) year of the date of this Conservation Easement. The Plan shall be reasonably current, but in no event more than ten (10) years old, at the time of harvest, prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, whose primary objective is Soil conservation and water protection. At a minimum, the Forest Stewardship Plan shall include:

- i. 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;
- ii. a vegetation map, a soils map and a topographic map;
- iii. an access plan, including all areas to be commercially managed;
- iv. erosion control measures, specifically addressing water bodies and wetland areas; and
- v. 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 i. above.

In the Woodland Area, 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 Forest Stewardship 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

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

C. Copies of the CREP Conservation Plan, the Soil Conservation and Water Quality Plan, and Forest Stewardship Plan(s) shall be provided to Grantees.

Within thirty (30) days of completion, Grantor shall provide a copy of the CREP Conservation Plan and all its attachments, including but not limited to, Job Sheets and Practices Implementation and Maintenance Schedules, the Soil Conservation and Water Quality Plan, and Forest Stewardship Plan, as well as any revisions or updates to the CREP Conservation Plan, the Soil Conservation and Water Quality Plan and Forest Stewardship Plan to the Grantees.

D. Coordination of Multiple Plan Requirements

This Conservation Easement requires compliance with a CREP Conservation Plan, a Soil Conservation and Water Quality Plan, and a Forest Stewardship Plan. If the requirements of these Plans conflict, Grantor shall consult with Grantees regarding which requirements shall prevail. The decision regarding conflicting requirements shall be at the sole discretion of the Grantees. Such decision shall be based on the Purposes of this Conservation Easement and the objective of acquisition of this Conservation Easement, including the CREP Conservation Plan, the Soil Conservation and Water Quality Plan, and Forest Stewardship Plan objectives.

ARTICLE III. MAINTENANCE INCLUDING PROHIBITED AND RESTRICTED ACTIVITIES

For purposes of this Article III, the CREP Contract Easement Area and the CREP Match Easement Area are each subject to different restrictions and each is therefore treated separately as indicated below.

A. Definitions Applicable to the CREP Contract Easement Area and the CREP Match Easement Area and the Additional Easement Area

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.

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Concentrated Animal Feeding Operations (CAFOs). CAFO is defined as any operation that either: (1) meets the regulatory definition of a CAFO (pursuant to State or federal regulations) or (2) the permitting authority (the Maryland Department of the Environment or the United States Environmental Protection Agency) has designated as a CAFO. CAFOs are prohibited in both the CREP Contract Easement Area and the CREP Match Easement Area (the Total CREP Easement Area).

Commercial means any use or activity conducted by Grantor or a third party for the purpose of realizing a profit or other benefit to Grantor, his designees, or such third party from the exchange of goods or services by sale, barter, or trade.

Structures, Buildings, Dwelling Units, and Means of Access. “Structure” means anything constructed or erected usually 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.

B. CREP Contract Easement Area

1. Industrial, Commercial, and Agricultural Uses are Prohibited

In the CREP Contract Easement Area, industrial, Commercial and Agricultural uses, including, but not limited to, plowing, tilling, storing and disposal of waste, grazing of livestock, and logging are prohibited except to the extent expressly permitted in the Forest Stewardship Plan or CREP Conservation Plan required under Article II.

2. Structures, Dwelling Units, Means of Access and Impervious Surfaces are prohibited

In the CREP Contract Easement Area, Structures, Buildings, Dwelling Units, and Means of Access and impervious surfaces are prohibited.

C. CREP Match Easement Area

1. Industrial, Commercial, and Agricultural Uses

In the CREP Match Easement Area, industrial, Commercial, and Agricultural uses are prohibited except as specified herein. In the CREP Match Easement Area, certain Agricultural uses – on a Commercial or Non-Commercial basis - are permitted. Such Agricultural activities are expressly limited to those listed in Article II.B, and subject to the Soil and Water Quality and/or

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

Forest Stewardship Plans required in Article II. In addition, the Commercial Activities listed below are permitted.

Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the CREP Match Easement Area. The following Commercial activities and uses are permitted:

a. Seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hunting, 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);

b. The Commercial retail and/or non-retail sale of (i) Agricultural products, a majority of which are produced on the Property or on a property owned by Grantor; or (ii) derivatives produced from such Agricultural products.

c. Commercial services related to equestrian sports, events, and shows, boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities. Structures, however, associated with these uses are prohibited on the CREP Match Easement Area.

2. Private Passive Recreational uses.

“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 Unit (as defined below). “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, trapping, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing. Private Passive Recreational uses are permitted in the CREP Match Easement Area 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.

3. Structures and Impervious Surfaces

Except as specified below, no Building, facility, Means of Access, or other Structure (including, for example, a billboard or outdoor display) shall be placed or constructed after the date of this Conservation Easement in the CREP Match Easement Area.

The following are allowed in the CREP Match Easement Area:

a. Reasonable Means of Access to the CREP Match Easement Area;

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- b. 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;
- c. Run-in sheds for livestock not to exceed 350 square feet and whose purpose is limited to temporary shelter for livestock from the natural elements.
- d. Temporary hunting structures.

ARTICLE IV. RESTRICTIONS PERTAINING TO TOTAL CREP EASEMENT AREA

A. Utilities

Within the Total CREP Easement Area, Grantor may repair and replace Utilities existing at the time of this Conservation Easement. 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.

B. Access Across the Property

No right-of-way for utilities or roadways shall be granted across the Total CREP Easement Area 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 Grantees.

C. Divisions or Subdivisions

The Total Easement Area may not be divided or subdivided, except as provided in Article V.F. below.

D. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, the Grantor hereby grants to the Grantees all transferable, cluster or other development rights that are now or hereafter allocated to, implied, reserved or inherent, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property or to any other property, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

Notwithstanding any other provisions in this Conservation Easement, Grantors may realize an economic return from the protection, management, maintenance, or improvement of ecosystem services provided by the Property, so long as the Department of Natural Resources determines that

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those uses affirmatively increase the Conservation Values of the Property beyond the requirements of this Conservation Easement, and any credits created in accordance with this paragraph are used only (1) to mitigate offsite environmental damage in a Priority Funding Area, as defined in 5-7B-02 of the State Finance and Procurement Article, or (2) in a manner the Department of Natural Resources determines to be consistent with the applicable local comprehensive plan and State and Local objective for land protection.

E. **Dumping, Placement, Application or Storage of Materials**

No materials may be dumped, placed, applied or stored on the Total CREP Easement Area including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. However, if consistent with the CREP Conservation Plan, Forest Stewardship Plan, or the Soil Conservation and Water Quality Plan, the Grantor may (1) place otherwise legally permitted pesticides to the extent necessary to control any weeds, insects, pests and other species destructive to the purpose of this Conservation Easement set forth in the recitals hereinabove (all such uses of pesticides shall be consistent with all existing federal, state and local regulations) and outside of the period between April 15 and August 15; (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding; and (3) create a wetland or wetlands subject to prior written approval of Grantees.

F. **Excavation of Materials**

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. However, if consistent with the Forest Stewardship Plan or the Soil Conservation and Water Quality Plan, the Grantor may excavate materials (1) reasonably necessary for the purpose of combating erosion or flooding, and (2) reasonably necessary for the creation of a wetland or wetlands subject to the prior written approval of Grantees.

G. **Diversion of Water**

Except with the approval of the Grantees, the Grantor shall not alter or permit the alteration of the stream channel of the water body unless said alteration is necessary to protect the integrity of a residence, accessory structure to the residence or Agricultural structure, which in all cases must have been originally constructed outside of the Total CREP Easement Area.

H. **Water Rights**

Grantor shall not transfer or convey the rights to the water resources in, on or under the Property.

I. **Right of Inspection**

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Grantees, their employees and agents and their successors and assigns, have the right with reasonable notice, to enter the Total CREP Easement Area at reasonable times to determine whether the Grantor is complying with the Terms of this Conservation Easement.

J. **Public Access**

This Conservation Easement does not grant the public any right to access or any right of use of the Property.

K. **Reserved Rights**

Except to the extent that prior written approval of the Grantees is required by any paragraph of this Article, all rights reserved by the Grantor or not prohibited by this Conservation Easement are considered to be consistent with the Terms of this Conservation Easement and require no prior notification or approval. If the Grantor has any doubt with respect to whether or not any particular use of the Total CREP Easement Area is prohibited by the Terms of this Conservation Easement, the Grantor may submit a written request to the Grantees for consideration and approval of such use.

L. **Chesapeake Bay Water Quality and Concentrated Animal Feeding Operations (CAFOs).**

CAFOs are prohibited on the Total CREP Easement Area.

ARTICLE V. RESTRICTIONS PERTAINING TO ADDITIONAL EASEMENT AREA

A. **Industrial Activities**

In the Additional Easement Area, industrial activities are prohibited.

B. **Commercial and Agricultural Activities.**

In the Additional Easement Area, Commercial uses are prohibited except as specified herein.

1. **Agricultural Uses and Activities.** Agricultural uses and activities are permitted on the Additional Easement Area on a Commercial (as defined below) or non-Commercial basis.
2. **Commercial Uses and Activities.** Commercial uses and activities that are permitted shall be limited in scale to those appropriate to the size and

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location of the Property. The following Commercial activities and uses are permitted:

- (a) 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);
- (b) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);
- (c) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hunting, 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);
- (d) production/processing (within a permitted Structure (as that term is defined below) of Agricultural products, a majority of which are produced on the Property or another property owned by Grantor, into derivatives thereof.
- (e) the Commercial retail and/or non-retail sale of (i) Agricultural products, a majority of which are produced on the Property or on a property owned by Grantor; or derivatives thereof;
- (f) 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;
- (g) Commercial Passive Recreational uses.

C. Private Passive Recreational Uses.

"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 Unit (as defined below). "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, trapping, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing. Private Passive Recreational uses are permitted in the Additional Easement Area but shall be limited in scale to those appropriate to the

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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 in the Additional Easement Area.

D. Construction and Improvements

The following, which include those listed in Exhibit C, are allowed in the Additional Easement Area only:

1. One (1) single-family detached Dwelling Unit ("Dwelling Unit"). The permitted Dwelling Unit may be remodeled, renovated, replaced, enlarged, or maintained without the prior written approval of Grantees. The relocation of the Dwelling Unit, or the conversion of any previously non-residential Structure to the Dwelling Unit shall be subject to Grantees' approval as further set forth in Article VII below.

The Dwelling Unit may not exceed a gross floor area of six thousand (6,000) square feet, calculated by first multiplying the exterior footprint of the portions of the Structure with multiple stories by the number of stories with windows and then adding the exterior footprint of any portions of the Structure with one story, including, but not limited to, porches and garages, but excluding unenclosed decks, basements, and attics.

2. Non-residential accessory Structures designed, constructed and utilized for the purpose of serving the 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;
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. Utilities. Within the Additional Easement Area, Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as

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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 on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantor's utility bill or sold to the utility and shall not constitute Commercial activity.

E. 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 VII.

F. Division and Subdivision.

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

G. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, the Grantor hereby grants to the Grantees all transferable, cluster or other development rights that are now or hereafter allocated to, implied, reserved or inherent, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Property or to any other property, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

Notwithstanding any other provisions in this Conservation Easement, Grantors may realize an economic return from the protection, management, maintenance, or improvement of ecosystem services provided by the Property, so long as the Department of Natural Resources determines that

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those uses affirmatively increase the Conservation Values of the Property beyond the requirements of this Conservation Easement, and any credits created in accordance with this paragraph are used only (1) to mitigate offsite environmental damage in a Priority Funding Area, as defined in 5-7B-02 of the State Finance and Procurement Article, or (2) in a manner the Department of Natural Resources determines to be consistent with the applicable local comprehensive plan and State and Local objective for land protection.

H. Dumping, Placement, Application or Storage of Materials

No materials may be dumped, placed, applied or stored on the Additional Easement Area, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. However, if consistent with the Forest Stewardship Plan or Conservation Plan, the Grantor may (1) place otherwise legally permitted pesticides to the extent necessary to control any weeds, insects, pests and other species destructive to the purpose of this Conservation Easement set forth in the recitals hereinabove (all such uses of pesticides shall be consistent with all existing federal, state and local regulations) and, if practicable, outside of the period between April 15 and August 15; (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding; and (3) create a wetland or wetlands subject to prior written approval of Grantees.

I. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. However, if consistent with the Forest Stewardship Plan or Conservation Plan, the Grantor may excavate materials (1) reasonably necessary for the purpose of combating erosion or flooding, and (2) reasonably necessary for the creation of a wetland or wetlands subject to the prior written approval of Grantees.

J. Diversion of Water

Except with the approval of the Grantees, the Grantor shall not alter or permit the alteration of the stream channel of the water body for the sole purpose of changing the location of the water body, unless said alteration is necessary to protect the integrity of a residence, accessory structure to the residence or agricultural structure, which in all cases must have been originally constructed outside of the Property.

K. Water Rights

Grantor shall not transfer or convey the rights to the water resources in, on or under the Property.

L. Right of Inspection

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Grantees, their employees and agents and its successors and assigns, have the right with reasonable notice, to enter the Property at reasonable times to determine whether the Grantor, his personal representatives, heirs, successors or assigns is complying with the Terms of this Conservation Easement.

M. Public Access

This Conservation Easement does not grant the public any right to access or any right of use of the Property.

N. Reserved Rights

Except to the extent that prior written approval of the Grantees is required by any paragraph of this Article, all rights reserved by the Grantor or not prohibited by this Conservation Easement are considered to be consistent with the Terms of this Conservation Easement and require no prior notification or approval. If the Grantor has any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, the Grantor may submit a written request to the Grantees for consideration and approval of such use.

ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by the Grantor, the Grantees may, after reasonable notice to the Grantor, exercise any or all of the following remedies:

1. Institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and
2. Require that the CREP Contract Easement Area, the CREP Match Easement Area, and the Additional Easement Area be restored promptly to the condition required by this Conservation Easement.

The Grantees' remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantees at law or equity. If the Grantor is found to have breached any of the Terms under this Conservation Easement, the Grantor shall reimburse the Grantees for any costs or expenses incurred by the Grantees, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce

No failure on the part of the Grantees to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of the Grantees to enforce the same in the event of a subsequent breach or default.

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C. **Effect of Multiple Grantees**

Each Grantee has independent authority to enforce the provisions of this Conservation Easement. In the event that the Grantees do not agree as to whether the Grantor is complying with the Terms, each Grantee may proceed with enforcement actions without the consent of the other Grantees.

ARTICLE VII. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantor 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 V.
- location of any new Structure containing a Dwelling Unit, as per Article V.
- location of any replacement Dwelling Unit if different from the location of the replaced Dwelling Unit, as per Article V.
- conversion of any previously non-residential Structure to be or include a Dwelling Unit, as per Article V.
- location of a new Means of Access to a Dwelling Unit, as per Article V.
- 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 V.
- access across the Property for utilities or roadways serving another property, as per Articles IV and V and
- Ecosystem services, as per Article IV and Article V.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantor shall submit to Grantees a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as 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 Grantor's 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 VII.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 Values listed in Exhibit B of this Conservation Easement and the Conservation Purpose of this

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Conservation Easement. Approval is required by both Grantees.

If Grantor, with the support of a state or local government, is seeking approval of access across the Property for utilities or roadways as referenced in Articles IV and V, Grantees shall consider, in addition to the Conservation Values listed in 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 Grantor;
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; and
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 Values, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

If Grantor is seeking relocation approval for a permitted Dwelling unit, 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.

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

ARTICLE VIII. EXHIBITS

Any exhibits described in this Conservation Easement are hereby made a part of this Conservation Easement as if fully stated herein.

- A. Exhibit A: Description of Property is attached hereto. Exhibit A consists of one (1) page.

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- B. Exhibit B: Conservation Values - Basis for CREP Eligibility is attached hereto. Exhibit B consists of one (1) page.
- C. Exhibit C: Inventory of Existing Structures in Easement Area is attached hereto. Exhibit C consists of one (1) page.
- D. Exhibit D: Color Digital Images of Easement Area are not recorded herewith but are kept on file at the principal office of the Grantee, Board of County Commissioners of Worcester County, Maryland, and are fully and completely incorporated into this Conservation Easement as though attached hereto. A list of vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of twelve (12) color digital images and one (1) page.
- E. Exhibit E: Satellite/Aerial Image of Easement Area and Property is not recorded herewith but kept on file at the principal office of the Grantee, Board of County Commissioners of Worcester County, Maryland, and is fully and completely incorporated into this Conservation Easement as though attached hereto. 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. MISCELLANEOUS

A. Notification by the Grantor of a Grant, Conveyance, or Other Transfer

The Grantor shall notify the Grantees in writing of the names and addresses of any party to whom the Property is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated. The Grantor shall 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 granted, conveyed or otherwise transferred.

B. Effect of Laws Imposing Affirmative Obligations on the Grantor

If any applicable State or federal law imposes affirmative obligations on owners of land which if complied with by the Grantor would be a violation of a Term of this Conservation Easement, the Grantor shall: (i) if said law requires a specific act without any discretion on the part of the Grantor, complies with said law and give the Grantees written notice of the Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time the Grantor begins to comply; or (ii) if said law leaves to the Grantor's discretion over how

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to comply with said law, use the method most protective of the purpose of this Conservation Easement set forth in the recitals hereinabove.

C. **Notices to the Grantees**

Any notices by the Grantor to the Grantees pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

Senara Revocable Trust
1607 Unionville Road
Pocomoke, MD 21851

and to

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

and to

State of Maryland Department of Natural Resources
Land Acquisition & Planning
580 Taylor Avenue
Annapolis, MD 21401

and to such other address as the Grantees may establish in writing on notification to the Grantor.

D. **INTENTIONALLY DELETED**

E. **Amendment of Conservation Easement**

This Conservation Easement may only be amended by a written document that is executed by the Grantor and the Grantees and recorded among the land records of the appropriate jurisdiction for the Property.

F. **Adjustments to Definition of CREP Contract Easement Area and CREP Match Easement Area**

The Grantor and the Grantees understand that if the water body changes course or for any other reason, one party may request to relocate, resurvey or redescribe the CREP Contract Easement Area or the CREP Match Easement Area to revise or alter its description. If the Grantor and the Grantees agree to a new description, then the cost of said work shall be the responsibility

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of the party requesting the new description (unless the parties agree otherwise). If the legal description of the CREP Contract Easement Area or CREP Match Easement Area follows the edge, bank, course or channel of the water body as it exists from time to time, then the Grantor and Grantees shall agree to a reasonable and accurate legal description, including a description whose boundaries will not move over time. Any and all such adjustments to the CREP Contract Easement Area or the CREP Match Easement Area must be done by amendment to this Conservation Easement in accordance with paragraph IX.E, above.

G. Mortgages and Deeds of Trust

The Grantor certifies that a copy of this Conservation Easement has been provided to all mortgagees, and trustees and beneficiaries of deeds of trust affecting the Property, if any, as of the date of this Conservation Easement, and each such mortgagee, trustee and beneficiary has subordinated the mortgage or deed of trust to this Conservation Easement, by signing a subordination agreement which shall be recorded among the Land Records at the time of recording of this Conservation Easement.

H. 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 greater of: (i) the percentage arrived by taking the proportionate fair market value of the Conservation Easement as it bears on the value of the Property as a whole at the date of this instrument, or (ii) the proportion that the value of this Conservation Easement at the time of extinguishment bears to the then fair market value of the Property as a whole. Grantees acknowledge and agree that such proceeds from any condemnation award attributed to this Conservation Easement shall be payable exclusively to the State of Maryland which has provided the necessary funding for acquisition of this Conservation Easement. 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.

I. Effect of One Grantee or One Grantor

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 Term assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be.

J. Construction

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This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the laws of the State of Maryland.

K. Effect of Laws and Other Restrictions

The Terms of this Conservation Easement shall be in addition to any local, State or federal laws imposing restrictions to the Property and any real estate interests imposing restrictions to the Property.

L. Entire Agreement and Severability of the Terms

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 the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

M. Successors

The terms “Grantor” and “Grantees” wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and his personal representatives, heirs, successors, and assigns and the above-named Grantees and their successors and assigns.

N. Real Property Taxes

Except to the extent provided for by State or local law, nothing herein contained shall relieve the Grantor of the obligation to pay taxes in connection with the ownership or transfer of the Property.

O. 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 Terms of this Conservation Easement.

P. National Emergency

Notwithstanding any other terms contained in this Conservation Easement to the contrary, the Grantor shall be temporarily released from any restrictions contained in this Conservation Easement on crop production within the Property, during the CRP contract period, if such release is determined to be necessary by the Secretary of the United States Department of Agriculture in order to address a national emergency.

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Q. Counterpart Signatures.

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

TO HAVE AND TO HOLD unto the Grantees, their successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon the Grantor, his 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 said Grantor hereby covenants that he has not done or suffered to be done any act, matter of thing whatsoever, to encumber the Property hereby conveyed, that he will warrant specially the Total Easement Area granted and that he will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, the Grantor and Grantees have hereunto set their hands and seals.

WITNESS

GRANTOR:

Sarah Chisholm
(Seal)

WITNESS

GRANTOR:

(Seal)

STATE OF MARYLAND, WORCESTER COUNTY, to-wit:

I HEREBY CERTIFY that on this the ____ day of _____, 202__, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the Deed of Conservation Easement and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

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COMMISSIONERS OF WORCESTER COUNTY

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, WORCESTER COUNTY, to-wit:

I HEREBY CERTIFY that on this the ____ day of _____, 202____,
before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily
proven) to be the person whose name is subscribed to within the Deed of Conservation Easement
and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires: _____

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

GRANTEES:

ATTEST

County Commissioners of Worcester County, Maryland

By: _____ (Seal)
Theodore J. Elder, County Executive

Approved as to legal form and sufficiency for execution by the County. "Approved" means the document meets the legal requirements for a deed if Exhibit A is completed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

Roscoe Leslie, County Attorney

STATE OF MARYLAND to the use of the
DEPARTMENT OF NATURAL RESOURCES

BY: _____ (SEAL)
Paul A. Peditto, Assistant Secretary

Approved as to legal form and sufficiency this ____ day of _____, 202__. "Approved" means the document meets the legal requirements for a deed of conservation easement; it does not mean approval or disapproval of the transaction.

Name, Assistant Attorney General

I hereby certify that this Deed of Conservation Easement has been prepared by or under the supervision of the undersigned, an attorney admitted to practice by the Supreme Court of Maryland.

Name, Assistant Attorney General

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY

Exhibit A
Deed of Conservation Easement
Insert Grantor(s)
Description of Property
Page 1 of ____

Insert Legal Description

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY

EXHIBIT B
Deed of Conservation Easement
Insert Grantor(s)
Summary of Conservation Values
Page 1 of __

Insert Conservation Values

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY

Exhibit C
Deed of Conservation Easement
Insert Grantor(s)
Inventory of Structures
Page 1 of __

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY

Exhibit D
Deed of Conservation Easement
Insert Grantor(s)
Color Digital Images of Easement Area
Page 1 of 1

<u>Item #</u>	<u>Description of Photographs</u>
---------------	-----------------------------------

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY

Exhibit E
Deed of Conservation Easement
Insert Grantor(s)
Satellite/Aerial Image of Easement Area and Property
Page 1 of __

Exhibit B: Agreement of Sale between THE SENARA REOVABLE TRUST and THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY

Exhibit F
Deed of Conservation Easement
Insert Grantor(s)
Tax Maps Showing Approximate Location of Property
Page 1 of 1

This exhibit 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.



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

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 _____

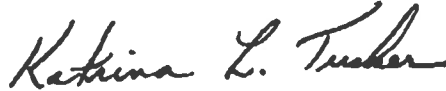
**Please attach the Fiscal Year MALPF FMV chart used that was provided by DNR.*

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.

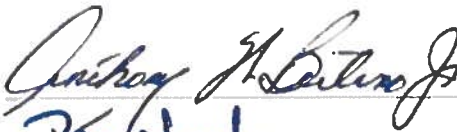
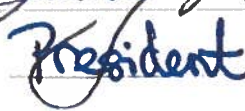
Please evidence your agreement to the terms contained in this letter by signing below.

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 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: April 1, 2025
 RE: Request to Award – New Brine Well at Roads Building

Please see the attached bid tabulation for the purchase and installation of a new 6" well at the County's Roads Building. Public Works is requesting the Commissioner's review and approval to award the project to Somerset Well Drilling in the amount of \$55,500. Bids were due and opened on Wednesday, February 26th at 2:30pm. One bid was received.

Funding in the amount of \$181,000 for the new well and brine maker was approved in the FY24 Assigned Funds under Roads Well Brine - Roads - Well/Brine Maker & Truck Fill Station.

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

6" Well at Roads Building	
Wednesday, Feb. 26, 2025 at 2:30pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
Somerset Well Drilling, Co., Inc.	\$55,500.00

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





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 April 1, 2025, between the County Commissioners of Worcester County, Maryland ("County"); and Somerset Well Drilling Co. Inc. ("Successful Vendor").

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

1. Successful Vendor will commence and complete the NEW BRINE WELL.
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 Bid 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 \$55,500 (fifty-five thousand five hundred dollars and no cents).
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: Bid Specifications
 - h. Form of Bid
 - i. References
 - j. Exceptions
 - k. Individual Principal
 - l. Vendor's Affidavit of Qualification to Bid
 - m. Non-Collusive Affidavit
 - n. Addendum 1 – dated 2/14/25
 - o. Successful Vendor's Completed Bid Documents
 - p. Notice of Award
 - q. 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 Bid 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**

Theodore J. Elder
President
Date:

WITNESS:

CONTRACTOR:
SOMERSET WELL DRILLING CO. INC.

By:
Title:
Date:

Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863



INVITATION FOR BID

PROJECT: New Brine Well

DEPARTMENT: Public Works – Roads Division

VENDOR:

NAME:

Somerset Well Drilling Co. Inc.

ADDRESS:

30170 Ritzel Rd.

Westover, MD 21871

BID OPENING:

DATE:

Wednesday, February 26, 2025

TIME:

2:30 PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County ("County") to contract for a new 6" well in conformity with the requirements contained herein ("Bid Document(s)").

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Wednesday, February 19, 2025.**
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **NEW BRINE WELL** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.
2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:

- a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
- 4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 - 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

- 1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html>.
- 2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

- 1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- 2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

Q. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors to install a new 6" well at the Roads Building in Snow Hill, MD in accordance with the terms and conditions and specifications set forth in this solicitation.
2. The new well will supply the new brine maker to increase production.

B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. SUMMARY

1. The Successful Vendor must:
 - a. Install one 6" x 80' schedule 40 PVC well with 20' PVC Slotted Screen
 - b. 3PS67NBWE03T3 Baker Pitless adapter w/cap
 - c. 56CHC-6-15 HP Goulds submersible pump (150GPM @ 254 TDH)
 - d. 15 HP Franklin Submersible motor (230V 3PH)
 - e. 15 HP Grundfos Cue Drive (230V 1PH IN – 230V 3PH Out)
 - f. 3" Sch 80 certa-lok PVC drop pipe (use pvc due to the low PH)
 - g. #8/3 w/ground Double Jacketed submersible pump cable
 - h. 3" ductile iron check valve
 - i. Install one Model #WR240 – 81 gallon holding tank
 - j. Install a 3" lateral with a 3" ball valve at tank for customer connection
 - k. Cap off the current well once the new one is installed

D. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
2. The Successful Vendor must obtain all necessary Local and State permits to perform the work.

E. PRE-BID CONFERENCE

1. A pre-bid meeting is scheduled for Tuesday, February 11, 2025 at 10:30am at the Worcester County Roads Department, 5764 Worcester Hwy, Snow Hill, MD 21863.

F. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

G. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

H. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE
RETURNED WITH SUBMITTAL**

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for "NEW WELL ROADS DEPARTMENT" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for a new 6" well at the County's Roads Department as stated in the Bid Specifications.	\$55,500.00

Vendor agrees to have the Work completed within 60 calendar days of Notice to Proceed. (Yes) ☒ (No) ☐ Check One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes) ☒ (No) ☐ Check One.

Is your company currently involved in any active litigation? (Yes) ☐ (No) ☒ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes) ☐ (No) ☒ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Michael T. Hall
Sign for Identification

Michael T. Hall
Printed Name

Treasurer
Title

Mike@somersetwell.com
Email

STATE OF MARYLAND
Department of Assessments and Taxation

I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT SOMERSET WELL DRILLING CO., INC. (D03349107), INCORPORATED JANUARY 02, 1992, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS FEBRUARY 25, 2025.



Daniel K. Phillips
Director




700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

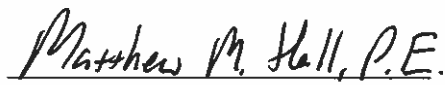
Online Certificate Authentication Code: _8ZhDk4LtkyDGpLh55f9ew
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:	George Miles & Dohr	Company Name:	Perdue Farm
Type of Project:	Municipal Well Projects	Type of Project:	Industrial Well Projects
Address:	206 W. Main St.	Address:	22520 Linkford Hwy
Town, State, Zip Code:	Salisbury, MD 21801	Town, State, Zip Code:	Accomac, Va 23301
Contact Person:	Chris Derbyshire, P.E.	Contact Person:	Chuck Ayres
Telephone Number:	410-742-7115	Telephone Number:	757-787-5200
Email:	cderbyshire@grubner.com	Email:	chuck.ayres@perdue.com
Date of Service:	ongoing	Date of Service:	ongoing
Company Name:	Tidewater Utilities		
Type of Project:	municipal Well Projects		
Address:	1100 S. Little Creek Dr.		
Town, State, Zip Code:	Dover, DE 19901		
Contact Person:	Steve Draper		
Telephone Number:	800-549-3802		
Email:	Sdraper@middlesexwater.com		
Date of Service:	Ongoing		


 Sign for Identification


 Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) None

How did you hear about this solicitation?

- ☐ Worcester County's Website
- ☐ eMaryland Marketplace Advantage (eMMA)
- ☐ Newspaper Advertisement
- ☒ Direct email
- ☐ Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
<u>No. 1</u>	<u>2-14-25</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

[Signature]
Sign for Identification

Matthew M. Hall, P.E.
Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPALName of Corporation: Somerset Well Drilling Co. IncAddress: 30170 Ritzel Rd Town, State, Zip _____Westover, MD. 21871Telephone No.: 410-651-3721 Fax: _____410-651-5255Signed By: [Signature] In the presence of: [Signature]

President

Witness

Attest: [Signature]

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, Michael T. Hall am the Treasurer
(Printed Name) (title)and the duly authorized representative of the Vendor of
Somerset Well Drilling Co. Inc whose address is
(name of corporation)30170 Ritzel Rd
Hesrow, MD 21871

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

None

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Michael T. Hall
Sign for Identification

Michael T. Hall
Printed Name

NON-COLLUSIVE AFFIDAVIT

Michael T. Hall being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of Somerset Well Drilling Co., Inc., the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Matthew M. Hall, P.E.
Witness

Matthew M. Hall, P.E.
Witness

By: Michael T. Hall
Signature

Michael T. Hall
Printed Name

Treasurer
Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



Worcester County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Ph. 410-632-1194 Fax 410-632-3131
 Email: nrice@co.worcester.md.us

Addendum # 1 New Brine Well

Date of Addendum: 2/14/25

NOTICE TO ALL BIDDERS AND PLANHOLDERS

The Bid Documents for the above-referenced Project are modified as set forth in this Addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents. Vendors will take this Addendum into consideration when preparing and submitting a bid, and shall acknowledge receipt of this Addendum in the space provided in the Bid Documents.

BID SUBMITTAL DEADLINE

The bid submittal time has not been changed.

1.0 – ATTACHMENTS

Item	Description
1.1	Henderson Products – Brine Extreme Infinity Advantage 2019

2.0 – QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the Bid Documents.

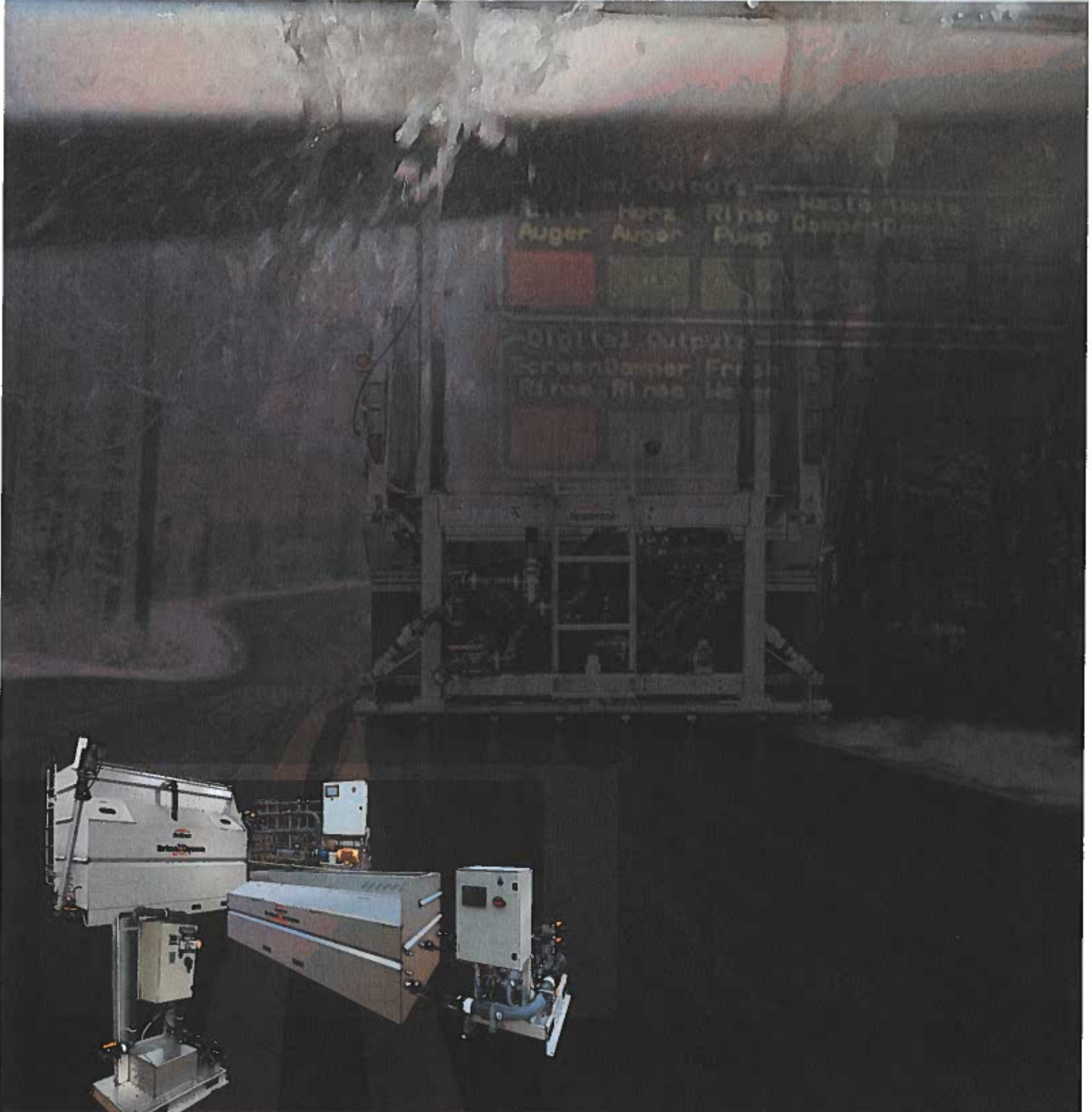
Item	Questions and Answers
2.1	<p>Q. Assuming the well goes to the west of the culvert storage as discussed during the meeting, can you confirm if we should include the ~100' of discharge piping in our proposal? I would assume the saw cut (and maybe excavation?) would be done by the County. The discharge piping would consist of 3" DR 11 fused HDPE pipe and fittings from the pitless to the building. In the trench, we would also run an 1-1/4" continuous conduit as well between the well and the VFD. We would come through the wall of the building for connection to interior piping, and the piping outside of the building will be covered with a fabricated, insulated stainless steel hotbox to keep it from freezing in the wintertime.</p> <p>A. Yes, the county would handle saw cutting the asphalt and removing it, as well as digging the trench. The Successful Vendor will need to include the discharge piping as part of their proposal.</p>
2.2	<p>Q. Please provide the flow and pressure requirements of the brine maker for consideration in verifying the pump sizing is correct. Can you verify if a solenoid valve will be fixed to the brinemaker? I'm assuming the brine maker will turn "on" and "off" somehow?</p> <p>A. The County has purchased the Advantage Pro model, which is on page 4/5 of the attachment, shows a 6,000 gph or 100 gpm output. We will verify with the company to see if a solenoid valve will be fixed to the brine maker. The brine maker will turn off automatically once it has completed the programed task or if salt needs to be added, water flow in/out is controlled by the control panel mounted on the brine maker itself, page 6 of the attachment, Pro Controls. If it senses a fault or a malfunction it will power down and stop all production until the issue has been resolved.</p>
2.3	<p>Q. If the County would like to use the well to fill trucks with "fresh" water, it is recommended a flow restrictor be installed to ensure that the well pump operates on its curve.</p> <p>A. The County will install a flow restrictor into the 3" line that we will be using for fresh water.</p>

2.4	Q. Note that it is recommended that a NEMA 3R drive be used for this effort. A. NEMA 3R Drive is required.
-----	---

END OF ADDENDUM

Henderson

BrineXtreme



PROFESSIONAL GRADE BRINE SYSTEMS

The Henderson logo features a red stylized wave or 'H' shape above the word 'Henderson' in a bold, black, sans-serif font.

BrineXtreme[®] INFINITY[™]

US Patent 13,856,412. Other patents pending.

With Auto-Clean Technology[™]

The BrineXtreme[®] Infinity[™] delivers continuous salt brine and simultaneously self-cleans without the need to stop brine production! That's the power of Auto-Clean Technology[™]! Connect to power, connect to water, fill the hopper with rock salt, start the system and you're making professional grade salt brine.

An easy-to-operate brine making powerhouse, the BrineXtreme[®] Infinity[™] features a 5 cu. yd. salt hopper, production rates up to 7,500 GPH, salt concentration accurate to 0.01 SG, 100% automation and repeatability, protected

ITEM 6

BRINE PRODUCTION

CONTINUOUS/AUTOMATED

CLEANOUT

CONTINUOUS/AUTOMATED

AVAILABLE CONTROLS

PRO OR ULTIMATE

GALLONS/HOUR OUTPUT

UP TO 6,000 (PRO) / 7,500 (ULTIMATE)

HOPPER WIDTH

11'

HOPPER CAPACITY

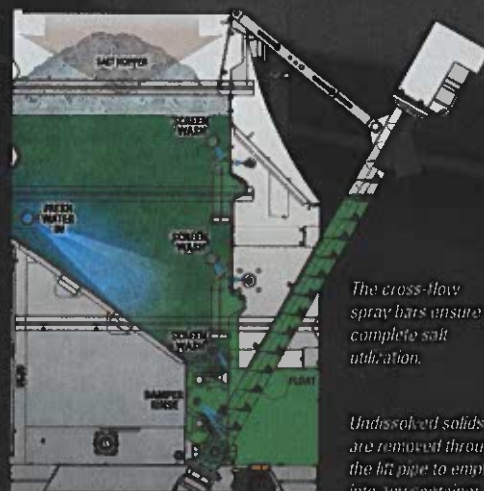
5 CU. YD.



OVERALL DIMENSIONS 169.49" x 92.30" x 102.05"

HOPPER FOOTPRINT 132.00" x 58.75"

HOPPER OPENING 128.27" x 32.39"



The cross-flow spray bars ensure complete salt utilization.

Undissolved solids are removed through the lift pipe to empty into any container.

mechanicals, triple-filtered, splash-free brine transfer, intuitive touch screen display, data logging, storage tank level monitoring, UL Listed salinity control and more. System flexibility is the cornerstone of the BrineXtreme® line. Pair this brine maker to either Pro or Ultimate controls to meet your needs.

Shown above is the Ultimate Controls

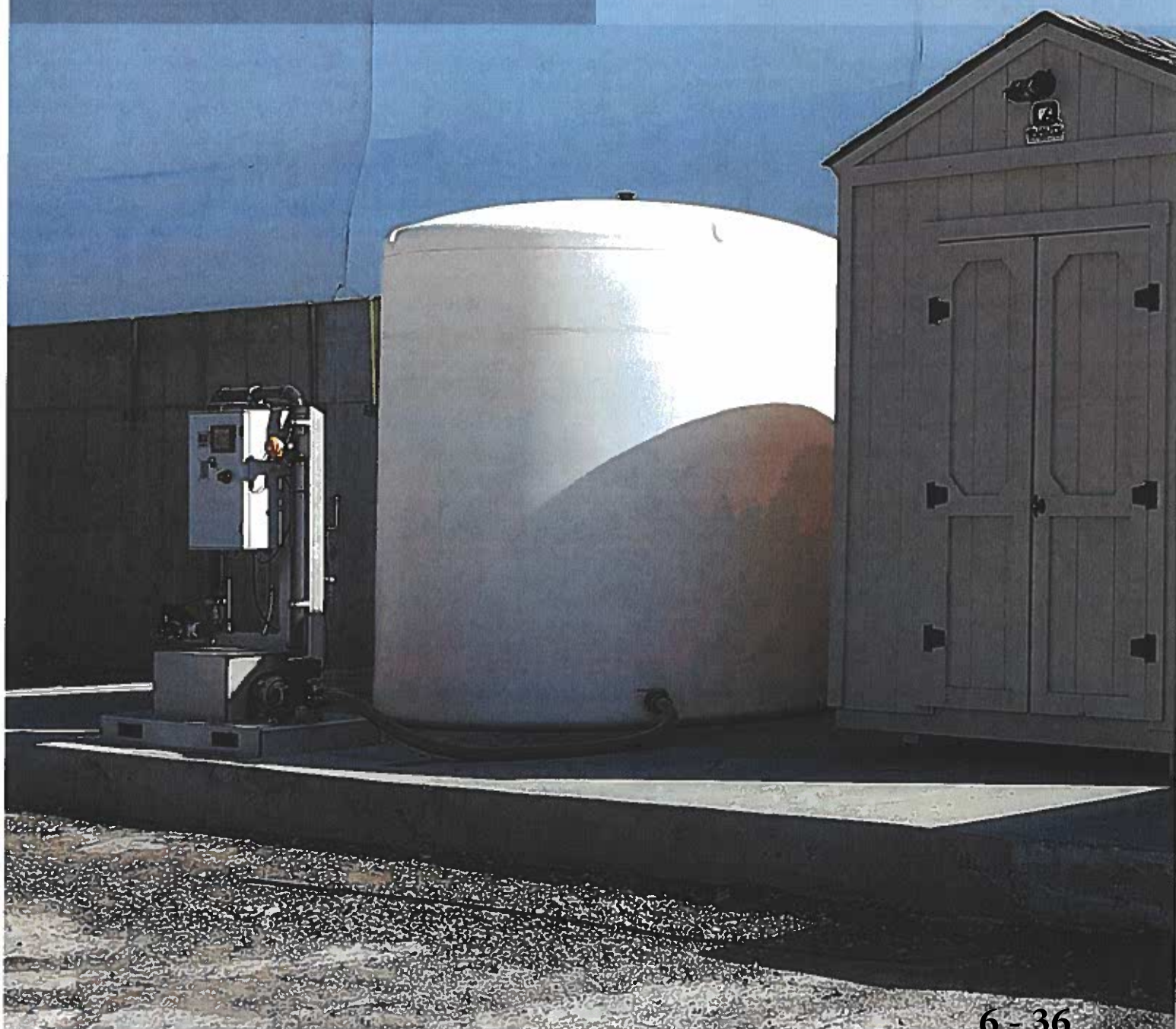


ITEM 6

BrineXtreme[®] ADVANTAGE[™]

US Patent 1,316,412. Other patents pending.

The BrineXtreme[®] Advantage[™] brings reliable, consistent brine production to the masses. Connect to power and water, fill the hopper with rock salt, start the system and you're making professional grade salt brine. This brine making workhorse features a 4.67 cu. yd. salt hopper, production rates up to 7,500 GPH, splash-free brine transfer, large, unobstructed cleanout openings and more. System flexibility is the cornerstone of the BrineXtreme[®] line. Match this brine maker to either Pro or Ultimate controls to meet your needs. Pro controls can be integrated or separated from the brine maker. Add Truck Fill Station for mixing/blending and truck or tank filling capabilities.



BRINE PRODUCTION
CONTINUOUS/AUTOMATED

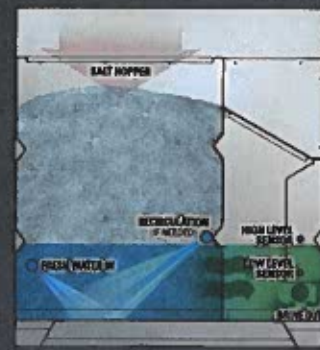
CLEANOUT
MANUAL (SEE SPECS BELOW)

AVAILABLE CONTROLS
PRO OR ULTIMATE

GALLONS/HOUR OUTPUT
UP TO 6,000 (PRO) / 7,500 (ULTIMATE)

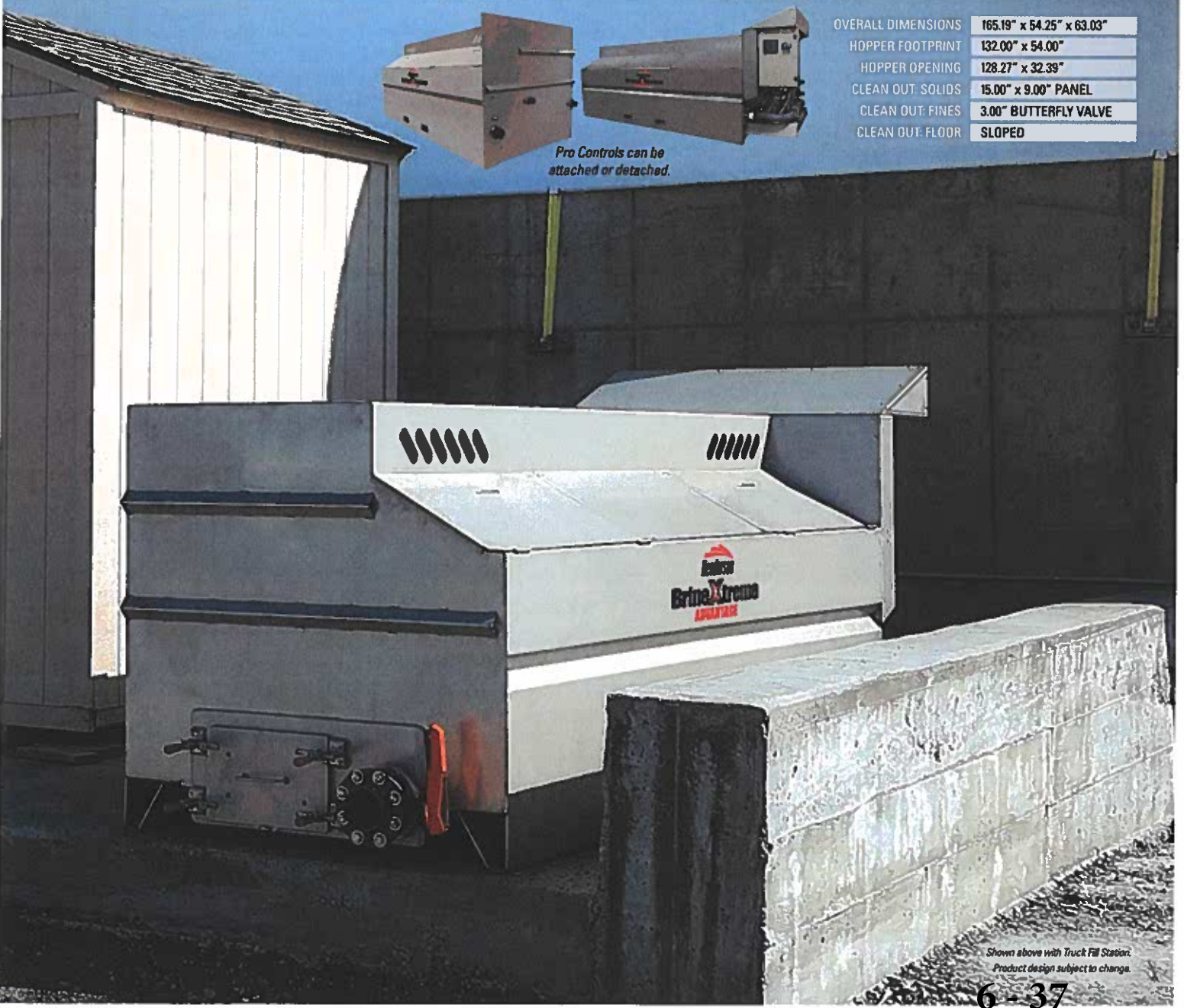
HOPPER WIDTH
11'

HOPPER CAPACITY
4.67 CU. YD.



Undissolved solids
are removed through
the large opening.

Cross-flow brine
transfer for splash-
free performance.



*Pro Controls can be
attached or detached.*

OVERALL DIMENSIONS	165.19" x 54.25" x 63.03"
HOPPER FOOTPRINT	132.00" x 54.00"
HOPPER OPENING	128.27" x 32.39"
CLEAN OUT: SOLIDS	15.00" x 9.00" PANEL
CLEAN OUT: FINES	3.00" BUTTERFLY VALVE
CLEAN OUT: FLOOR	SLOPED

Shown above with Truck Fill Station.
Product design subject to change.



BRINEXTREME® SYSTEM SALINITY CONTROLS

ULTIMATE CONTROLS

CAPABILITIES

BRINE PLUS BLEND UP TO 3 ADDITIVES,
3 MICRO INGREDIENTS &
FILL 3 TRUCKS SIMULTANEOUSLY

SALINITY CONTROL

AUTOMATED/23.3%

ACCURACY

+/- 0.01 SPECIFIC GRAVITY

OUTPUT

UP TO 7,500 GPH

TRUCK FILL RATE

VARIABLE/20-400 GPM



Up to 3 Truck Fill Stations can be used

**ULTIMATE CONTROLS****PRO CONTROLS**

CAPABILITIES

BASIC BRINE

Add Truck Fill Station to blend up to 3 products / fill trucks

SALINITY CONTROL

AUTOMATED/23.3%

ACCURACY

+/- 0.01 SPECIFIC GRAVITY

OUTPUT

UP TO 6,000 GPH

FLOW RATE

UP TO 100 GPM

**PRO CONTROLS**

Handles All Salt
(Treated/Untreated)

Yes

Yes

Motor Drive

Variable Speed

On / Off

Brine Measurement

Density

Density

Accuracy

+/- 0.01 SG

+/- 0.01 SG

Salinity Control

100% Automated

100% Automated

Brine Making Volume Measurement

Solid State Flow Meter

Open Loop

LED Touch Screen

10.4"

5.8"

Data Logging

Yes

Yes

Storage Tank Level Monitoring

Yes

Yes

Built-in Self Diagnostics

Yes

Yes

Cellular Remote Access

Included First Year
Optional After 1 Year

Optional

Controls Cabinet Weatherproofing

NEMA 4X

NEMA 4X

UL Listed

Yes

Yes

Pump Design

Pedestal /
Cast Stainless

Pedestal /
Cast Stainless

Valves

Pneumatic Diaphragm

Electric Ball (24v DC)

Pump Motor

3.5, 5 & 7.5 HP

3 HP

Voltage/Phase

220v Single Phase or
208/480/525 Three Phase

220v Single Phase

System Expandable

Yes

No

STORAGE TANKS
& STRUCTURES

TANK CAPACITIES AVAILABLE:

10,000 GALLON
10,500 GALLON
13,000 GALLON

STRUCTURE SIZE AVAILABLE FOR
ULTIMATE / ULTIMATE II / INFINITY:

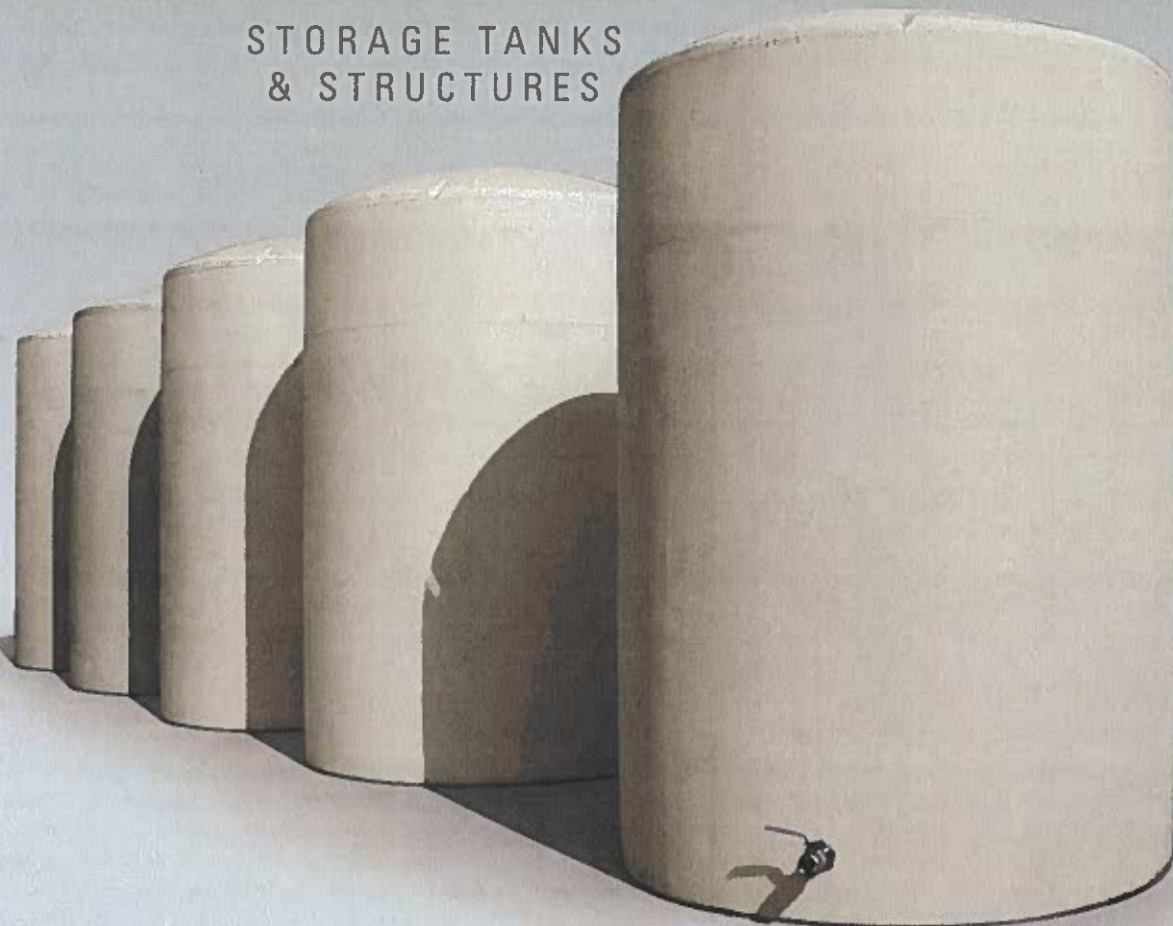
12 x 16 x 8'

GRAY EXTERIOR

STRUCTURE SIZE AVAILABLE FOR
PRO / ADVANTAGE:

8 x 12 x 8'

GRAY OR SAND/TAN EXTERIOR



BRINEXTREME® MOBILE BRINE UNIT

INFINITY™ MOBILE UNIT

US Patent 14/206,706. Other patents pending.

BrineXtreme Infinity Brine Maker
BrineXtreme Pro Controls
Enclosed Generator
16' Tandem-Axle Trailer

HOPPER OPENING	128.27" x 32.39"
TRAILER LENGTH	16 FT.
OVERALL WEIGHT	8,600 LBS.



CAPABILITIES

BASIC BRINE

Add Truck Fill Station to blend up to 3 products/fill trucks

BRINE PRODUCTION

CONTINUOUS/AUTOMATED

CLEANOUT

CONTINUOUS/AUTOMATED

SALINITY CONTROL

AUTOMATED

OUTPUT

UP TO 6,000 (PRO Controls)

BRINEXTREME® TRUCK FILLING & BLENDING

ULTIMATE CONTROLS

BrineXtreme® Ultimate is a premium industrial grade stand-alone modular controls system offering reliable, accurate and expandable brine production. The Ultimate works effortlessly with up to 5 products (calcium chloride, magnesium chloride, beet juice, etc...) when coupled to the Infinity, or 3 products when coupled to the Advantage; and 3 micro ingredients (dyes, anti-foam solutions, etc...) to produce custom salt brine mixtures.

All brine management tasks are handled including: data logging, remote access, password protection, multiple user setup and more. BrineXtreme® consistently delivers the optimum mixture of 23.3% salt concentration by weight at any temperature. This precise concentration allows the brine to perform in temperatures down to -6°F (-21°C). Accurate salinity control eliminates excessive salt waste.



Up to 3 Truck Fill Stations can be used

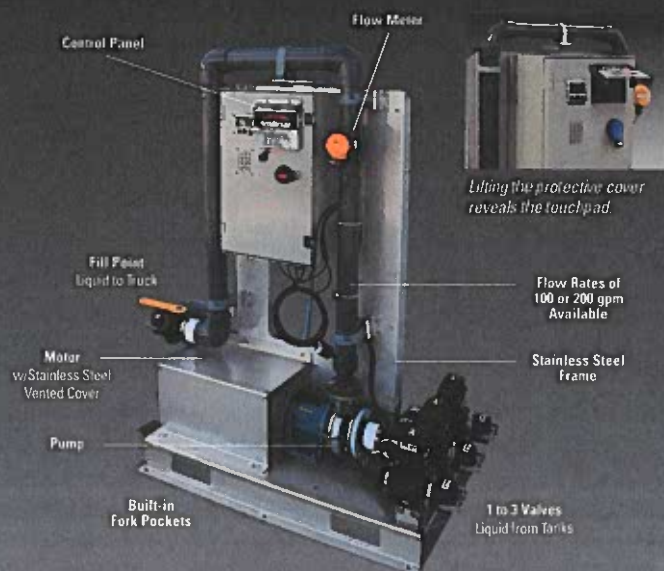


Robust construction ensures machine reliability with reduced operating cost.

TRUCK FILL STATION

BrineXtreme® Truck Fill Station is an advanced stand-alone filling station designed as a companion product for the BrineXtreme® Pro controls.

The Truck Fill Station handles many brine management tasks with features like: plug-n-play installation, blending up to 3 products, data logging, remote access, password protection, multiple user setup and more. And with its modular design and intuitive controls, the Truck Fill Station makes a perfect addition for basic brine handling tasks.



Lifting the protective cover reveals the touchpad.

ULTIMATE CONTROLS

TRUCK FILL STATION

Fully Automatic Blend & Truck Fill	Yes	Yes
Blending Method	Real Time Based on Flow Rate	Stack Based on Volume
Max. No. Truck Fill Points	3	1
Max No. Products to Blend to Truck	5	3
Tank Level Monitor	1 per Product Pump	None
Truck Fill Flow Rate Measurement	Solid State Flow Meter	Solid State Flow Meter
Micro Ingredient	Up to 3	—
Valve Type	Pneumatic Diaphragm	Electric Ball Valve
Truck Fill Blending Flow Rate GPM at 50' TDH and Sg. of 1.2	100, 200, 300 & 400	100 or 200
Number of Pumps	Up to 5	1
Pump Construction	Pedestal / Cast Stainless Steel	Pedestal / Cast Stainless Steel
Pump Motor Control	Variable Speed	On / Off
Motor HP	3, 5, 7.5 & 10	3 or 5
Touch Screen	10.4"	5"
Remote Access/Cell Gateway	Standard	Optional
Data Logging	Yes	Yes
Voltage/Phase	220v Single Phase or 208/480/525 Three Phase	220v Single Phase
Dimensions	147"W x 65"H x 27"D	61"W x 68"H x 29"D

BrineXtreme system design and components are covered under patent numbers: 13/656412, 14/286706, 14/025177, 82/662546, & 10544340.

©Henderson Products, Inc., A division of Douglas Dynamics, LLC, reserves the right in pursuit of continuous product improvement to change specifications used herein. As a custom manufacturer of truck bodies, truck equipment and brine systems, additional product options may be available that are not shown here.



1085 S. Third Street, Manchester, IA 52057
Toll Free: (800) 359-4970
www.HendersonProducts.com

Sourcewell
CONTRACT: 052919-HPI



HP-202 01/22

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: March 18, 2025
SUBJECT: Tire Changing & Balancing Machine Purchase

Public Works is requesting Commissioner approval to purchase a tire balancing machine and a tire changing machine in the amount of \$28,009.30 (quotes attached), funds are available in Fleet Capital Equipment Other account 100.1203.220.9010.060. The equipment is available on State contract BPO#001B2600126 which has been competitively bid and awarded.

Fleet's original budget included \$30,000 for purchase of a vehicle lift at the Fleet mechanic garage bay at the Ocean Pines Wastewater Plant. Due to building space constraints, an appropriately sized lift cannot fit into the garage for the funding available. Public Works is instead requesting to use the funds to replace the existing machines which are over 30 years old. Currently, tires have to be sent out to a private shop to be mounted and balanced when the equipment is not working. The new machines will allow mechanics to conduct tire replacements in-house. The vehicle lift and spacing requirements will be reevaluated and may be included in a future budget request.

Please let me know if there are any questions.

Attachments

CC: Nick Rice
 Chris Clasing
 Derrick Babcock

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
 Karly 800-833-2006 x7777



HUNTER
 Engineering Company

For purchase of Hunter equipment using:

Maryland State Contract #
BPO #001B2600126
Valid: 09/01/2021 - 04/13/2025

All quoted equipment has been Competitively Bid and Competitively Awarded on Maryland State Contract # BPO #001B2600126, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
Derrick Babcock Worcester County 6113 Timmons Rd Snow Hill, MD 21863 dbabcock@co.worcester.md.us 443-783-5639

QUOTE NUMBER	QUOTE DATE
WorcesterCounty.RFE10.030525	3/5/2025
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	up to 90 Business Days ARO
Good Through:	March 25, 2025

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
RFE10	Road Force Elite Balancer-Includes Road Force, StraightTrak, touch screen interface, SmartWeight, eCal auto calibration, auto-open hood, TPMS Specs,HunterNet reporting, IS, 10 collets, wheel lift. Flange plates sold separately.	1	\$ 23,595.21	\$ 18,481.20	\$ 18,481.20
20-1207-1	Truck Cone Kit, Extra Large Truck Cone 192-92-2 and Plastic Spacer Ring 46-309-2	1	\$ 274.23	\$ 214.79	\$ 214.79
76-574-2	Ergonomic QuickNut, Steel Body, Dual Jaw. Improved durability and clamping force. Reduces wheel and wingnut slippage.	1	\$ 363.43	\$ 284.66	\$ 284.66

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

Subtotal \$ 18,980.65

Sales Tax (if applicable) \$ -

NOTES:

TOTAL \$ 18,980.65

This quotation is subject to the terms and conditions noted on the following page

WDC

V9.14.3

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

WDC

WorcesterCounty.RFE10.030525

V9.14.3

To place your order using this quotation, please fill in the following required information:
☐ Same a
Billing
BILLING INFORMATION**SHIPPING INFORMATION**

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:_____
Authorized Buyers Name (PRINT)_____
Authorized Buyers Signature_____
Title_____
Date_____
Phone_____
Email***Remit orders to:***

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

HUNTER@MOHAWKLIFTS.COM

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
 Karly 800-833-2006 x7777



HUNTER
 Engineering Company

For purchase of Hunter equipment using:

Maryland State Contract #
BPO #001B2600126
Valid: 09/01/2021 - 04/13/2025

All quoted equipment has been Competitively Bid and Competitively Awarded on Maryland State Contract # BPO #001B2600126, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
Derrick Babcock Worcester County 6113 Timmons Rd Snow Hill, MD 21863 dbabcock@co.worcester.md.us 443-783-5639

QUOTE NUMBER	QUOTE DATE
WorcesterCounty.TCX50H.030525	3/5/2025
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	up to 90 Business Days ARO
Good Through:	March 25, 2025

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
TCX50H	Wide Body, Standard Swing Arm Tire Changer, Table-Top Design, 2-Speed 220V Motor, 10-26" clamping range, Accessories. Red only.	1	\$ 9,595.56	\$ 7,515.82	\$ 7,515.82
20-2045-1	20-2045-1 wheel lift kit is for TCX500 family (TCX500*, TCX505, TCX515, TCX535), TCX50 family (TCX50, TCX51, TCX53), TCX57 family (TCX56, TCX57), and TCX59~family (TCX58, TCX59, TCX59PRO) tire changers. *TCX500 after S/N IEC002372. Black only.	1	\$ 1,647.45	\$ 1,290.38	\$ 1,290.38
RP11-5-107785	Winged Steel Head. Fits all TCX changers with standard heads, any vintage. Standard RP11-8-11100369 plastic protections and mounting hardware included.	1	\$ 283.66	\$ 222.18	\$ 222.18

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

Subtotal \$ 9,028.38

Sales Tax (if applicable) \$ -

NOTES:

TOTAL \$ 9,028.38

This quotation is subject to the terms and conditions noted on the following page

WDC

V9.14.3

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
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- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

WDC

WorcesterCounty.TCX50H.030525

V9.14.3

To place your order using this quotation, please fill in the following required information:☐ Same a
Billing**BILLING INFORMATION****SHIPPING INFORMATION**

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:_____
Authorized Buyers Name (PRINT)_____
Authorized Buyers Signature_____
Title_____
Date_____
Phone_____
Email**Remit orders to:**

MOHAWK LIFTS LLC

PO Box 110, Amsterdam, NY 12010

HUNTER@MOHAWKLIFTS.COM

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 S. Young, P.E. Chief Administrative Officer
 Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*
DATE: March 18, 2025
SUBJECT: Marshall Creek Road Pole Relocation

Public Works is requesting Commissioner approval to contract with Verizon for the relocation of 7 utility poles along Marshall Creek Road off Langmaid Road in Newark. The total cost of the utility pole relocation is \$29,232.00 (see attached quotation documents). Funding is available in Road Maintenance Contractual Services account 100.1202. 6600.025.

Currently, Marshall Creek Road is a narrow road at only 16' wide and when vehicles meet head on it becomes problematic. In June 2024, a Roads dump truck ran off the road, striking a utility pole and several roadside trees, eventually totaling the vehicle. This project would allow the pavement to be widened, creating safer conditions when traveling on the road.

The requested work would need to be sole sourced to Verizon as their company owns and maintains these utility poles.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Kevin Lynch, Roads Superintendent



620 Truitt St
Salisbury, Maryland 21804

3.14.2025

Worcester County Dept of Public Works
Roads Division
5764 Worcester Highway
Snow Hill, Md 21863

Re: CWO#:

Mr. Kevin Lynch,

This is in response to your request for Verizon to perform the following work: **Relocate 7 poles along Marshall Creek Rd off Langmaid Rd, Newark in Worcester to allow for road widening.** In order to complete this work, the following work must be done.

- Install new poles
- Install large extension arms for cable attachment
- Transfer all aerial cable to new extension arm at each pole
- Allow for maximum edge of road setback for paving
- Transfer all guys
- Transfer all service drops
- Transfer all service terminals
- Remove all old poles

In addition to the advance payment listed below, you will be required to provide the following:

- County ROW setback limitations.

We have estimated that the cost of this work effort will be **\$29,232.00**.

This is the amount of the advance payment that you will be required to make. You must return this signed agreement before the aforementioned work will be scheduled.

DO NOT SEND ADVANCE PAYMENT TO THE ENGINEERING DEPARTMENT

If you agree to these terms, **please sign below and email this signed letter of intent agreement** to:

david.s.dorr@verizon.com

If you are signing for a company or other entity, by signing below you warrant that you are authorized to bind the company or entity to the terms of this letter agreement.

Upon receipt of your signed agreement, the documentation will be forwarded to our billing center, which will send detailed instructions for making the advance payment. Your work order will be released for scheduling with our Construction Department once the advance payment is received.

Upon job completion, you will be issued either: **(1)** a refund for any overpayment, or **(2)** an invoice, if the final actual costs exceed the advance payments received. Any unapplied portion of advance payments will be refunded to you within sixty (60) days of the final bill or cancellation of the job.

Verizon shall not be responsible to the extent its performance is delayed or prevented due to causes beyond its control, including but not limited to acts of God or the public enemy, terrorism, civil commotion, embargo, acts of government, any law, order, ordinance, regulation, or requirement of any government, fires, explosions, weather, quarantine, strikes, labor disputes, lockouts, and other causes beyond the reasonable control of Verizon.

Should you have any questions or concerns regarding these terms, please contact me at (410) 726-1412.

Please be advised that the **price estimate** quoted above is only valid for **sixty (60) days** from the date of this letter. If this work request is canceled after you have signed the agreement, you will be billed for any Engineering and Construction cost incurred after the date of signature that may include the cost to place and/or remove facilities.

If we do not receive this signed agreement and your full advance payment within this sixty (60) day period, we will assume that you do not want the work to be undertaken and the project will be **canceled**.

Sincerely,

David S. Dorr

Verizon – Signature

David S. Dorr

Engineering Assistant

Verizon - Title

I agree to the terms of this agreement:

Accepted (Signature): _____

Print Name & Title: _____

Company: _____

Billing Address: _____

Telephone #: _____

Date: _____



DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston S. Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Chs Cf/for*
DATE: March 21, 2025
SUBJECT: Roadside Litter Tipping Fee Waiver

Public Works is requesting Commissioner approval for the Solid Waste Division to waive the Roads Division's roadside litter tipping fees in perpetuity. Public Works has seen an increase in the amount of roadside litter over the past three fiscal years, which has led to an increasing financial burden on the Roads Division's budget each year. The past three fiscal years roadside litter tipping fee totals are listed below for reference:

FY23- \$3,243.45
FY24- \$4,255.25
FY25- \$4,242.45 (As of 3/17/25)

Our current estimate based off year-to-date spending is that the roadside litter tipping fee will be above \$5,000 for FY25. Unfortunately, the Roads Division has zero control over the frequency of roadside litter occurrences, so the costs to dispose of collected litter often results in over expenditures of the budgeted amount each year. The waiver of this tipping fee would ultimately eliminate the increasing financial burden this work has on the County's taxpayers who aid in funding the Roads Division's budget.

Please let me know if there are any questions.

CC: Chris Clasing
David Candy
Kevin Lynch

Attachment

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: March 21, 2025
SUBJECT: Non-Classified Employees Compensatory Time

On March 4, 2025 the Commissioners' approved revising the Worcester County Government Personnel Rules and Regulations to allow non-classified employees to earn straight (hour-for-hour) compensatory time. As required by County General Government Article §CG 4-301 the amendment to the personnel rules has been posted for at least fifteen days. We are now requesting final adoption of the amendment.

Attachment:

Pages 2-3 – Proposed Resolution

Pages 4-6 – Approved Request

RESOLUTION NO. 25-**RESOLUTION AMENDING WORCESTER COUNTY GOVERNMENT
PERSONNEL RULES AND REGULATIONS REGARDING
COMPENSATORY TIME**

WHEREAS, the County Commissioners are authorized to adopt a personnel system that can be amended from time to time.

WHEREAS, the County Commissioners have determined it is necessary to amend its current personnel rules so that straight compensatory time is allowed for non-classified employees.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that Section 3.03 and 3.04 of the Worcester County Personnel Rules and Regulations be repealed and reenacted as follows:

3.03 OVERTIME

For the purpose of determining overtime eligibility and in accordance with the Fair Labor Standards Act (FLSA) regulations, all County positions are designated as either “non-classified” (exempt) or “classified” (non-exempt).

Regular full-time classified employees except law enforcement officers and correctional officers, are entitled to overtime compensation for hours worked over 40 hours paid per week. Regular full-time, classified law enforcement officers and correctional officers are entitled to overtime compensation for hours worked over 80 hours paid in a 14-day period concurrent with the pay period. Regular part-time, part-time and temporary classified employees are entitled to overtime compensation for hours worked over 40 per week. When computing overtime, vacation, sick, holiday, personal and miscellaneous leave will count toward calculation of overtime eligibility. Compensatory time taken off will not count toward calculation of overtime eligibility.

All overtime must be authorized in advance by the employee’s Department Head. Employees who work unauthorized overtime may be subject to disciplinary action. It is the Department Head’s responsibility to minimize overtime by granting time off in lieu of potential overtime prior to the end of the work period defined in Subsection B. above.

Overtime compensation is calculated at one and one-half times the employee’s regular rate of pay. With the approval of the Department Head, employees entitled to overtime compensation may request to receive compensatory time or overtime payment in cash subject to annual budgetary constraints. Once budgetary limits are reached, all overtime may be compensated in compensatory time unless approved in advance by the Commissioners. Any employee who is unwilling to accept compensatory time for overtime compensation shall not work overtime.

Non-classified employees and elected or appointed officials are not covered by the FLSA overtime provisions and do not receive overtime pay.

In cases only where grant funding reimburses the County at 100% of the cost for overtime paid, where the County does not incur any expense whatsoever, an employee may count

compensatory time used toward calculation of overtime. Grant-funded overtime must be paid in the pay period the overtime was earned and cannot be converted to compensatory time. It is the Department Head's responsibility to ensure that the grant funds are reimbursable at 100%, available for payment of overtime.

3.04 COMPENSATORY TIME

Classified employees entitled to overtime pay may request to receive compensatory time off instead of cash payment with the approval of the Department Head. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime. Cash overtime compensation shall be paid for overtime hours that exceed the maximum limit of compensatory time allowable by law (see Subsection B. below).

Non-classified employees, except law enforcement officers and correctional officers, are eligible to receive straight compensatory time for hours worked over 40 hours paid per week. Non-classified law enforcement officers and correctional officers are eligible to receive straight compensatory time for hours worked over 80 hours in a 14-day period concurrent with the pay period. The earning of compensatory time for non-classified employees must be approved by the Department Head or Chief Administrative Officer.

Maximum accruals of compensatory time shall be limited to 240 hours for all classified and non-classified employees except law enforcement officers, correctional officers and **emergency communication specialists**, who may accrue up to 480 hours. **Part-time employees may accrue up to 120 hours.**

Requests to use compensatory time which are submitted with sufficient advanced notice shall be approved by the Department Head unless the Department Head determines that doing so would unduly disrupt the department. Department Heads may require an employee to take compensatory time off to reduce balances.

It is the responsibility of the Department Head to schedule compensatory time off, whenever the department's schedule permits, to reduce compensatory time balances by granting an employee's request to take accrued compensatory time off or by requiring compensatory time to be taken off.

Upon termination of employment, employees will be compensated for unused compensatory time at the employee's rate of pay current with the termination.

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

APPROVED

WSY 03/04/25

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: February 24, 2025
SUBJECT: Non-classified Employees Compensatory Time

The Worcester County Government Personnel Rules and Regulations currently do not permit non-classified employees, typically supervisory staff, to earn overtime or compensatory time. With 108 non-classified employees, we are considering implementing a compensatory time policy to enhance work-life balance and employee satisfaction. Compensatory time allows employees to accumulate hours that they can use for future time off.

Recent snowstorms have highlighted the need for this policy, as non-classified employees worked beyond their standard schedules without additional consideration. The unwritten policy has always been that an employee should try to flex their schedule and take time off later in the week. However, during these multiple-day events, which coincided with an already busy budget season, it was not possible for everyone to flex their schedule.

If approved, non-classified employees would receive straight (hour-for-hour) compensatory time. Employees would be required to obtain approval from their Department Head or the Chief Administrative Officer to both earn and use it. Offering compensatory time to non-classified employees is not required, but it is common in government. The federal government, state government, and local municipalities have policies that allow straight compensatory time for non-classified employees.

Thank you for your consideration.

Attachment:

Pages 2-3 Proposed Revision to Personnel Rules Section 3.03 and 3.04

Worcester County Government - Personnel Rules and Regulations

SECTION 3 – COMPENSATION AND CLASSIFICATION

3.03 OVERTIME

For the purpose of determining overtime eligibility and in accordance with the Fair Labor Standards Act (FLSA) regulations, all County positions are designated as either “non-classified” (exempt) or “classified” (non-exempt).

Regular full-time classified employees except law enforcement officers and correctional officers, are entitled to overtime compensation for hours worked over 40 hours paid per week. Regular full-time, classified law enforcement officers and correctional officers are entitled to overtime compensation for hours worked over 80 hours paid in a 14-day period concurrent with the pay period. Regular part-time, part-time and temporary classified employees are entitled to overtime compensation for hours worked over 40 per week. When computing overtime, vacation, sick, holiday, personal and miscellaneous leave will count toward calculation of overtime eligibility. Compensatory time taken off will not count toward calculation of overtime eligibility.

All overtime must be authorized in advance by the employee’s Department Head. Employees who work unauthorized overtime may be subject to disciplinary action. It is the Department Head’s responsibility to minimize overtime by granting time off in lieu of potential overtime prior to the end of the work period defined in Subsection B. above.

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Non-classified employees and elected or appointed officials are not covered by the FLSA overtime provisions and do not receive ~~either overtime pay or compensatory time in lieu of overtime pay.~~

In cases only where grant funding reimburses the County at 100% of the cost for overtime paid, where the County does not incur any expense whatsoever, an employee may count compensatory time used toward calculation of overtime. Grant-funded overtime must be paid in the pay period the overtime was earned and cannot be converted to compensatory time. It is the Department Head’s responsibility to ensure that the grant funds are reimbursable at 100%, available for payment of overtime.

3.04 COMPENSATORY TIME

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Upon termination of employment, employees will be compensated for unused compensatory time at the employee's rate of pay current with the termination.



Worcester County

Government Center

Department of Human Resources

One West Market Street, Room 1301

Snow Hill, Maryland 21863-1213

410-632-0090

Fax: 410-632-5614

STACEY E. NORTON
Human Resources Director

PAT WALLS
Deputy Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director
Date: March 24, 2025
Subject: Request to Transfer Crew Leader Position to Maintenance Mechanic I or II in Water and Wastewater

The Construction Crew Leader, G15/S21, \$70,616 annually retired 2/28/25. He was hired 9/5/87.

In evaluating the needs of the construction team, it has been determined that the need is for physical labor during repair and installation of water and wastewater rather than supervision.

We are requesting to fill his position with a Maintenance Worker I, G8/S8, \$36,378 annually or a Maintenance Worker II, G10/S6, \$38,320 annually (with a CDL B license) please.

This would be a cost savings of \$32,296 - \$34,238 based on whether the candidate has a CDL B license or not.

Thank you for your consideration.

Attachment

DEPARTMENT: PUBLIC WORKS - WATER & WASTEWATER DIVISION

JOB TITLE: GENERAL LABORER/ MAINTENANCE WORKER I-II

COMPENSATION: GENERAL LABORER/MAINTENANCE WORKER I WITHOUT CDL "B" LICENSE
GRADE8/STEP8- \$36,379 ANNUALLY/\$17.49 HOURLY

GENERAL LABORER/MAINTENANCE WORKER II WITH CDL "B" LICENSE
GRADE 10/STEP 6- \$38,230 ANNUALLY/\$18.38 HOURLY

WORK LOCATION: WORCESTER COUNTY WATER AND WASTEWATER FACILITY- 1000 SHORE LANE BERLIN, M
21811- OR SURROUNDING AREAS

WORK SCHEDULE: 6:00AM TO 4:30PM, MONDAY-THURSDAY
*SUBJECT TO CALL BACK WITH LITTLE TO NO NOTICE

APPLICATION PERIOD: UNTIL FILLED

Job Summary: Under general supervision, assist in maintenance and repair of water and wastewater systems operated by Worcester County. Will be required to perform physical labor during repair and installation, drive/operate commercial weight vehicles (over 26,000 pounds); perform semi-skilled and skilled labor work; use hand and power operated tools; operate and maintains a variety of small gas powered, electrically driven, and/or hydraulically operated equipment/machinery and associated equipment used by the Department of Public Works.

General Requirements:

- Pre-employment background check
- Safety sensitive position subject to Drug and Alcohol Testing
- Essential personnel subject to emergency call-back with little or no notice
- Possession of a valid driver's license, and a motor vehicle history with less than 4 points

DUTIES AND RESPONSIBILITIES:

- Performs various manual labor tasks as directed by supervisor.
- Operates hand and power tools.
- Mows grass and removes debris from property.
- Performs preventative and routine maintenance on vehicles, tools, machinery, equipment, and inspects vehicles.
- Ensures confidentiality of information and records and complies with record retention schedule;
- Installs and repairs pumps, motors, valves, special adapters and fixtures to equipment. Installs water and sewer pipelines and connections, manholes, lamp holes, cleanouts, water valves, water meter vaults, water meters, and fire hydrants.
- Loads, unloads, or assists in loading and unloading equipment, tools, and materials.
- Participates in safety related training including confined space, trench working conditions, and the handling of hazardous materials.
- Completes assigned tasks accurately and by established deadlines
- Cross train and back up other staff as needed
- Establishes and maintains harmonious working relationships with co-workers, elected or appointed officials, and the general public using tact, discretion, sound judgment, and professionalism
- Complies with safety programs, procedures training, fire drills, COOP plans, etc. and works safely

- Ensures confidentiality of information and records and complies with record retention schedule
- Adheres to Worcester County Government Personnel Rules & Regulations
- Performs other related duties as directed by the department head.

ITEM 11

QUALIFICATIONS AND SKILLS:

- Valid driver's license and driving record of less than 4 points (MD).
- Knowledge of unskilled manual labor tasks using small hand and power operated tools used in making minor and routine repairs/adjustments to machinery, vehicles and equipment.
- Ability to follow verbal and written instructions; read street signs; keep records and logs; complete written forms; and to communicate effectively with the public. Ability to apply acquired knowledge to increasingly varied and complex tasks.
- Ability to perform duties independently and as part of a team. Ability to train on equipment and vehicles of higher complexity. Ability to complete assigned tasks by established deadlines.
- Ability to perform manual physical labor including frequent walking, bending, stooping, lifting and carrying heavy objects up to 80 lbs., and the operation of vehicles, tools, and equipment.
- Basic knowledge of the operation and function of commercial weight vehicles used in the construction and maintenance of pipelines, roads, drainage systems, and related structures preferred.

Safety Analysis:

(Rarely (<5% of the time), Occasional (5-25% of the time), Frequent (25-75% of the time); Constant (>75% of the time)

Very Heavy work; Constant lifting over 20lbs; Frequent talking, hearing, carrying, pushing, pulling, lifting and moving of objects over 50lbs; Occasionally over 80lbs. Known hazards include risks associated with impacts, heat, chemicals, and sharp objects; work in extreme and/or inclement weather conditions.

Administration

LOUIS H. TAYLOR
Superintendent of Schools

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

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

VINCENT E. TOLBERT, CPA
Chief Financial Officer

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



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

Board Members

TODD A. FERRANTE
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WILLIAM E. BUCHANAN
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KATIE A. ADDIS

JON M. ANDES, Ed.D.

WILLIAM L. GORDY

ELENA J. MCCOMAS

DONALD C. SMACK, SR.

February 24, 2025

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

Dear Mr. Young:

The Board of Education's proposed FY26 Operating Budget adopted on February 18, 2025, includes one item identified as non-recurring. The proposed FY26 budget includes \$65,118 in funding to install ZONAR GPS software on all buses. Included in the \$65,118 is one-time implementation costs of \$42,098 and on-going annual costs of \$23,020. The Board of Education approved the \$42,098 in one-time implementation costs as a nonrecurring item in FY26. If the County agrees, please have President Elder sign the attached FY26 nonrecurring form and submit to the Maryland State Department of Education for their review and approval.

Please contact me with any questions regarding this information.

Sincerely,

Louis H. Taylor
Superintendent of Schools

*Please refer to the Financial Reporting Manual for Maryland Public Schools for this information.

The undersigned representative(s) from the local board of education and county/city government have mutually agreed that the items identified as Other One Time Costs and items checked as "agree" represent one-time expenditures and are therefore jointly requesting that these costs be approved as nonrecurring costs to be excluded from the local appropriation for the maintenance of effort calculation for Fiscal Year 2026.

Superintendent of Schools

President or Chairperson of the County/City
Council or County Commissioners



Board of Directors

Joe Wilson
President

Patrick McLaughlin
Vice-President

Sonia Baker
Secretary

Anna Dolle Bushnell
Treasurer

Kevin Gibbs

Nancy Bradford

Spiro Buas

Igor Conev

Dennis Dare

Heather Morrison

Stephanie Meehan

Michael Nolen

Scott Savage

Bill Sieg

Nick Tekmen

March 24, 2025

Candace Savage,
Deputy Chief Administrative Officer
Worcester County Government Center
1 W. Market Street, Room 1105
Snow Hill, MD 21863

Dear Candace,

The Ocean City Development Corporation (OCDC) would like to present its annual update of our revitalization efforts in Downtown Ocean City to the Worcester County Commissioners at the April 1st meeting. I would be accompanied by our President Joe Wilson for the presentation.

This is the 25th anniversary of the OCDC. We look forward to sharing our progress over the past year and celebrating some of the successes over the past 25 years.

Sincerely,

A handwritten signature in blue ink, appearing to read "Zach Bankert".

Zach Bankert
Executive Director
Ocean City Development Corporation

Executive Director
Zach Bankert

Ex-Officio Members:

Economic Development Committee
Ocean City Chamber of Commerce
Ocean City Hotel Motel Restaurant
Association, Inc.
Town of Ocean City
Worcester County
Ocean City Museum Society, Inc.



Ocean City Development Corporation

2025 Annual Presentation to the
Worcester County Commissioners

OCDC: Celebrating 25 Years of Revitalization in Downtown Ocean City

- Community Development Corporation founded in 2000.
- 501(c)(3) Non-Profit Organization
- 15 person Board of Directors with 170 general members
- Staff includes: Executive Director, Programs Manager, Office Administrator, and Volunteer Coordinator
- Manages the Main Street designation and assists with the Sustainable Communities Designation.



Photo: Tarry A While Guesthouse Ribbon Cutting in May 2007



What does Downtown Revitalization look like?

Cultural Enrichment and Community Development



- Public Arts
- Special Events
- Public Spaces

(Photo- Entry Park Marlin, the first OCDC Public Art Project)

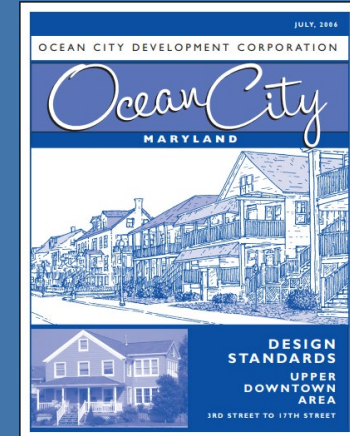
OCDC Grant Programs



- Property Improvements
 - Employee Housing
- New Business Development

(Photo: 1208 Baltimore OCDC's 250th Façade Project)

Private and Public Development



- Design Standards and Input on Code Revision
- Land Banking
- Input on Code Revision
- Assist with Public Sector Buildings

(Photo: Downtown Design Standards Cover)

OCDC Grant Programs



Façade Improvement:

up to **\$7,500** for exterior improvements

Green Building Initiatives:

up to **\$7,500** for energy efficiency

Business Assistance:

up to **\$10,000** for new business interior fit out

Commercial Façade:

up to **\$10,000** for commercial exteriors



Employee Housing:

up to **\$25,000** for the development of new employee housing or rehabilitation of existing employee housing

Roof: up to \$2000 for roof replacements

Fence: up to \$2000 for streetside fences

Lighting: up to \$500 for exterior lights



(Photos: all photos are projects funded in the past year)

Grants Awarded

Over the Past 12 Months



Since its founding in 2000, the OCDC Has been awarded over

\$4,500,000 in grants, which has gone on to

incentivize **\$31,500,000** worth of redevelopment
in Downtown Ocean City.

- **\$300,000** (DHCD Strategic Demo) for the Henry Hotel restoration project
- **\$300,000** (DHCD Project Restore 2.0) for renovation of 102 Worcester
- **\$100,000** (DHCD Maryland Façade) for OCDC's Façade Improvement and Commercial Façade Improvement Programs
- **\$50,000** (DHCD Community Legacy) for OCDC's Green Building Initiatives Program
- **\$30,000** (DHCD Technical Assistance Grant) for murals at the Ocean Bowl Skate Park
- **\$25,000** (DHCD Main Street Improvement Program) for the OCDC's Employee Housing Program
- Totaling over **\$800,000** in state allocated grant funds awarded in the past 12 months

Public Art and Community Engagement



Celebrating OCMD's 150th year anniversary, the OCDC designed and published a tri fold post card that has historical info about the town and can be mailed like a traditional post card.



OCDC operates the Boardwalk Information Cottage, assisting thousands of visitors each year

Two large murals are scheduled to be painted this summer at the Ocean Bowl Skate Park



OCDC organizes the annual Boardwalk Scavenger Hunt. This free, family friendly event gives away hundreds of stuffed animals every year.



Special Events, Fundraisers, Community Gatherings



Community Events

We host many events that are low cost or free and a great excuse for the local community to come together, such as our After Dark Events, Pancake Breakfast, and Italian Dinner.



Free Summer Events

Events like the Sunset Park Party Nights and OC Cruzers Car Shows on Somerset Plaza are free, family friendly events enjoyed by visitors and locals alike during the summer months.



OCDC Fundraisers

We produce a number of fundraisers every year, such as the Shore Craft Beer Festival, Art Davis Memorial Golf Tournament, and Sunfest Beer Garden.



Support Large Events

We continue to support the large music festivals, acting as a liaison for the Boardwalk Merchants. We also promote events throughout the year in the Downtown Discovery insert in the OC Today-Dispatch.

Current Large Development Projects



OCPD Downtown Substation

- Many years in the making, we broke ground in summer of 2024 with an expected completion date of summer 2025
- Partnership between the Town of Ocean City and OCDC, with a total budget of \$4,200,000. OCDC has been awarded \$350,000 in grant funds to date.
- Facilities include offices for OCPD, bike garage, housing for seasonal employees, new public restrooms, and new off island shuttle stop



102 Worcester Street

- Purchased by the OCDC in late 2023.
- Work has begun on the building. OCDC is currently in negotiations with a long-term tenant.
- Property sat vacant for many years. It will be tenant occupied on first floor, with seasonal housing on second floor, and leased parking spaces to local businesses.
- To Date, OCDC has been awarded \$465,000 in grant funds, which went towards the purchase and expected renovation costs.



Partnership with Local Government

- Continue to operate Downtown Design Committee to help enforce Downtown Design Standards.
- Collaborated with Town of Ocean City's Department of Planning the Community Development to propose new ordinances to clean up outdoor display of merchandise on the Boardwalk.
- Started the Save OC committee to help fundraise for the fight against offshore wind turbines.
- Continue to act as a liaison between the Boardwalk business owners and music festival promoters/TOC.
- ODCD Manages the housing of seasonal lifeguards and seasonal PSO's.



Thank you for your continued support!



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: April 1, 2025
RE: Request to Purchase – Showell Park Playground Replacement

Recreation and Parks is requesting to purchase and have installed new playground equipment at Showell Park. These services have been quoted by All Recreation of Virginia Inc. through their cooperative contract with GOVMVMT resulting in savings of \$117,316.35. The new playground equipment will replace the 2 existing playgrounds that are 21 years old. The proposed playground features a mostly inclusive design as well as poured in place surfacing featuring an Ocean/Beach theme.

The total contract amount including installation is \$500,000. Funding has been approved by Program Open Space in the amount of \$500,000. Expenditures will come out of 100.1602.500.6160.241- Grant Programs POS Park Development. The project is 90% reimbursable. Please see the attached quote for additional information.

GOVMVMT is a cooperative purchasing organization that combines the purchasing power of public agencies from across the country into contracts that are competitively solicited, evaluated, and awarded by a lead public agency. GOVMVMT contracts follow 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.

11281 Racetrack Rd | Berlin, MD 21811



All Recreation
20609 Gordon Park Square | Ashburn, VA 20147 | 888-419-0001

**All Recreation of Virginia**

20609 Gordon Park Square
Suite 190
Ashburn, VA 20147

Main Office: 888-419-0001**Fax: 703-589-1493**

Quote # AEHHQ1827

Date 02/20/25

Sales Rep. George Blevins

Customer's PO No:

Shipping Method: Common Carrier

Terms

PO with order, Full Payment due
30 days after completion

Bill To:

Showell Park
c/o Worcester Co Parks & Rec
6030 Public Landing Road

Snow Hill MD 21863

Attn: Jacob Stephens

Phone: +1 (443) 783-9181 Ext.

Fax:

Email: jstephens@co.worcester.md.us

Ship To:

c/o All Recreation

Attn:

Phone:

Ext.

Fax:

Email:

Qty	Item No.	Description	Unit Price	Ext. Price
This proposal is for Worcester Co Parks & Rec (GOVMVMT ID #526001064) and pricing is as per BCIBurke GOVMVMT Contract #4400011454 as assigned to All Recreation of Virginia Inc.				
1	Burke 133-194063-1	Custom 2-12 Nucleus Ramp Structure	\$168,822.00	\$168,822.00
1	Burke 133-194063-1	Custom 5-12 Nucleus Tower Structure	\$92,758.00	\$92,758.00
1	Burke 133-194063-1	Music Station	\$25,445.00	\$25,445.00
1	Burke 550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	\$221.00	\$221.00
2	Burke 550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	\$123.00	\$246.00
1	Burke 550-0135	5" OD ARCH SWING	\$3,135.00	\$3,135.00
1	Burke 550-0136	5" OD ARCH SWING ADD-ON	\$2,105.00	\$2,105.00
1	Burke 550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	\$1,184.00	\$1,184.00
1	Burke 550-9118	BRAVA UNIVERSAL SWING	\$8,643.00	\$8,643.00
1	Burke 560-0051	INCLUSIVE ORBIT	\$14,550.00	\$14,550.00
1	Burke 560-2625	MOVMT INCLUSIVE, FREESTANDING	\$17,863.00	\$17,863.00
1	Burke 560-2735	ARO SPINNING CHAIR	\$1,452.00	\$1,452.00
1	Burke 580-1365	MARKET DISCOVERY STATION	\$3,863.00	\$3,863.00
1	Burke 580-1368	DOCTOR'S OFFICE DISCOVERY STATION	\$3,604.00	\$3,604.00
1	Burke 580-1369	FIREHOUSE DISCOVERY STATION	\$3,863.00	\$3,863.00
1	Burke 580-1373	PLAYHOUSE	\$6,436.00	\$6,436.00
2	Burke 580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY	\$758.00	\$1,516.00
2	Burke 580-1399	WELCOME SIGN, CUSTOM	\$661.00	\$1,322.00
7	Burke 046-0536	PLAYMAT 3' X 5' X 2"	\$209.00	\$1,463.00
		SubTotal		\$358,491.00
		15.0% GOVMVMT Discount on Burke Equipment		-\$53,773.65
1	Installation	To install above listed items	\$52,755.78	\$52,755.78
1	Freight	Freight on Burke Equipment Only	\$10,950.00	\$10,950.00

**All Recreation of Virginia**

20609 Gordon Park Square
Suite 190
Ashburn, VA 20147

Main Office: 888-419-0001**Fax: 703-589-1493**

Quote # AEHHQ1827

Date 02/20/25

Sales Rep. George Blevins

Customer's PO No:

Shipping Method: Common Carrier

Terms

PO with order, Full Payment due
30 days after completion

Bill To:

Showell Park
c/o Worcester Co Parks & Rec
6030 Public Landing Road

Snow Hill MD 21863

Attn: Jacob Stephens

Phone: +1 (443) 783-9181 Ext.

Fax:

Email: jstephens@co.worcester.md.us

Ship To:

c/o All Recreation

Attn:

Phone:

Ext.

Fax:

Email:

Open Market Items

1	Vitriturf	Surfacing	3.5" Bondflex or EPDM Poured In Place Surfacing, 50/50 mix of BLACK/Standard Color, for 6600 sqft area + 301 Inft of edge to roll over.	\$101,237.67	\$101,237.67
1		Installation	To install above listed Open Market item(s)	\$47,823.93	\$47,823.93
1		Freight	Freight on Open Market Item(s) Only	\$18,402.67	\$18,402.67
1		Site Work	To remove and discard of existing equipment, benches, sign, borders, and surfacing.	\$27,655.30	\$27,655.30

To deliver and install 4" of compacted gravel for 6600 sqft play area as a base for above listed Bondflex Poured In Place Surfacing.

Additional Discount

1	Discount	Preferred Customer Discount to meet budget.	-\$63,542.70	-\$63,542.70
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Colors

In signing this proposal AND the attached color sheet, you are acknowledging your color selection.

**All Recreation of Virginia**

20609 Gordon Park Square
Suite 190
Ashburn, VA 20147

Main Office: 888-419-0001**Fax: 703-589-1493**

Quote # AEHHQ1827

Date 02/20/25

Sales Rep. George Blevins

Customer's PO No:

Shipping Method: Common Carrier

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Attn: Jacob Stephens

Phone: +1 (443) 783-9181 Ext.

Fax:

Email: jstephens@co.worcester.md.us

Ship To:

c/o All Recreation

Attn:

Phone:

Ext.

Fax:

Email:

SubTotal	\$500,000.00
Sales Tax	\$0.00
Freight	\$0.00
Total	\$500,000.00

WE PROPOSE hereby to furnish complete in accordance with the above specifications. This proposal may be withdrawn by All Recreation of Virginia, Inc. if not accepted within ten (10) days.

Authorized All Recreation of VA, Inc. Signature

Printed Name of Authorized All Recreation of VA

ACCEPTANCE OF PROPOSAL: Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions set forth in attached Terms of Sale by All Recreation of Virginia, Inc

Authorized Customer Signature

Printed Name of Authorized Customer

Date

Tax Exempt Number

Make checks payable to All Recreation of Virginia, Inc. Please put proposal/invoice number(s) on check.

11281 Racetrack Rd | Berlin, MD 21811

Proposal 133-194063-1_RepCopy | 2/20/2025

COLOR SELECTION LIST | R2_Greens-gray-white

GROUP 1 (2-12 Inclusive Ramp Structure)

Deck: Brown
Post: White | Olive | Lime
Acc: Olive
Flat: Lime | Green | Olive
Panel: Olive-Black-Olive | Gray-Black-Gray | Green-Tan-Green
Plastic: Green
Canopy: Green

GROUP 2 (5-12 Tower Structure)

Deck: Brown
Acc: Olive
Post: White
Flat: Lime | Green
Panel: Gray-Black-Gray | Green-Tan-Green | Olive-Black-Olive
Plastic: Green

GROUP 3 (Free Standing Items)

Post: White | Olive
Panel: Olive-Black-Olive | Gray-Black-Gray | Yellow-Black-Yellow | Orange-Black-Orange | Green-Tan-Green | Black-Gray-Black | Purple-Gray-Purple | Red-White-Red | Blue-White-Blue | Lime-Black-Lime | Tan-Green-Tan
Deck: Brown
Plastic: Green
PSteel: Brown
Acc: Olive | Green
Flat: Black | Red | Yellow

GROUP 4 (Music Station)

Flat: Lime
Acc: Olive
Post: White
Panel: Olive-Black-Olive

Signature for Color Acceptance

Date

COLOR KEY

- WHITE
- OLIVE
- GREEN
- LIME
- BLACK
- GRAY/BLACK
- OLIVE/BLACK
- GREEN/TAN

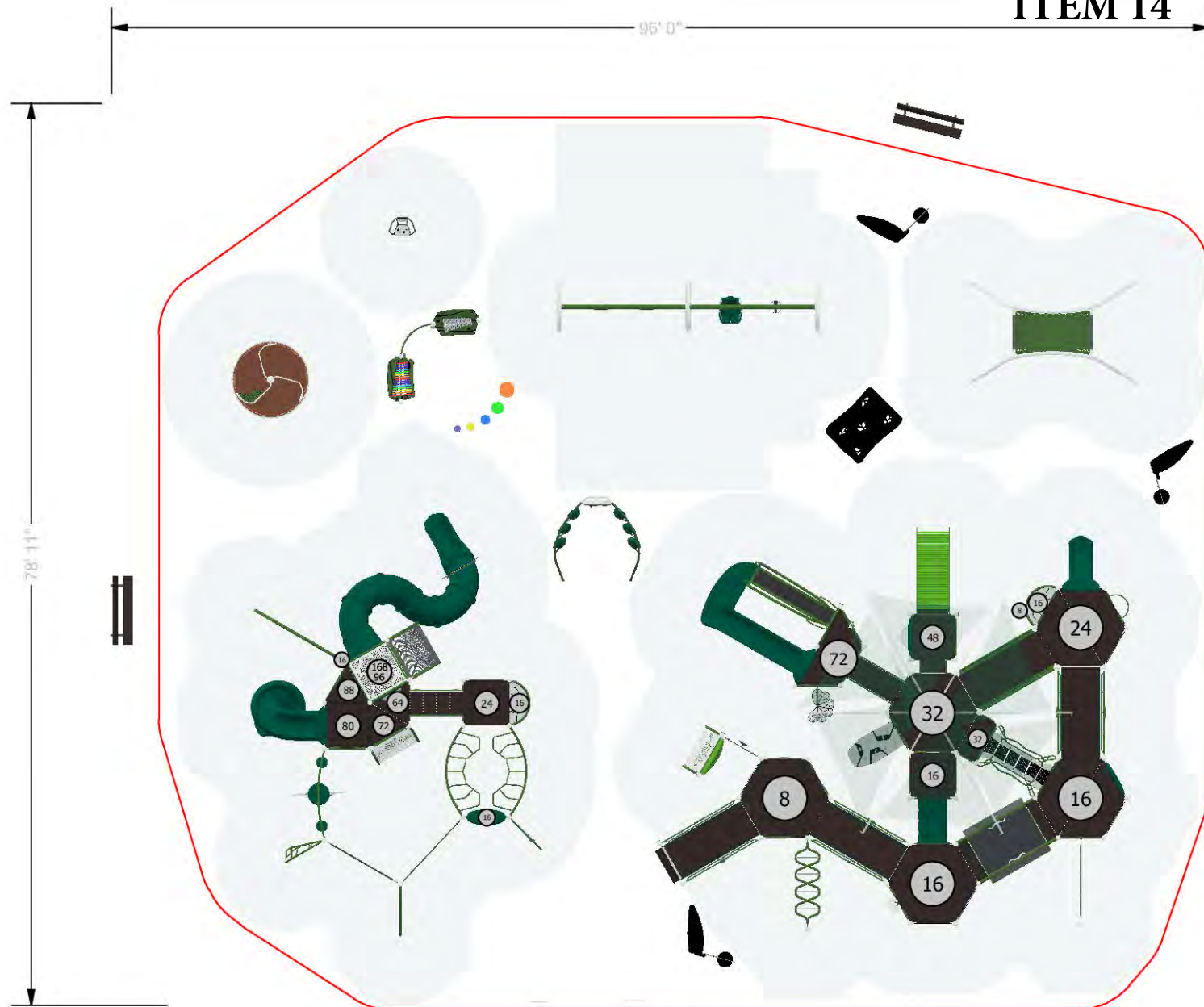












14 - 12

OVERALL BOUNDING OF USE ZONES

Area: 7562.5 sq.ft.
Perimeter: 349.5 ft.

STRUCTURE SIZE: 11"x96' 0"

POST SIZE(S):

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
79	40 / 20	22 / 10	16 / 10	38 / 13	9 / 5

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

SERIES Nucleus | Intensity | Burke Basics

GROUP:

5-12 Tower Structure|2-12 Inclusive Ramp
Structure|Music Station|Free Standing Items

DESIGNED FOR AGES:

5 to 12, 2 to 12

Showell Park

Berlin, MD 21811

Burke
PLAY THAT MOVES YOU

SITE PLAN VIEW

02/20/2025

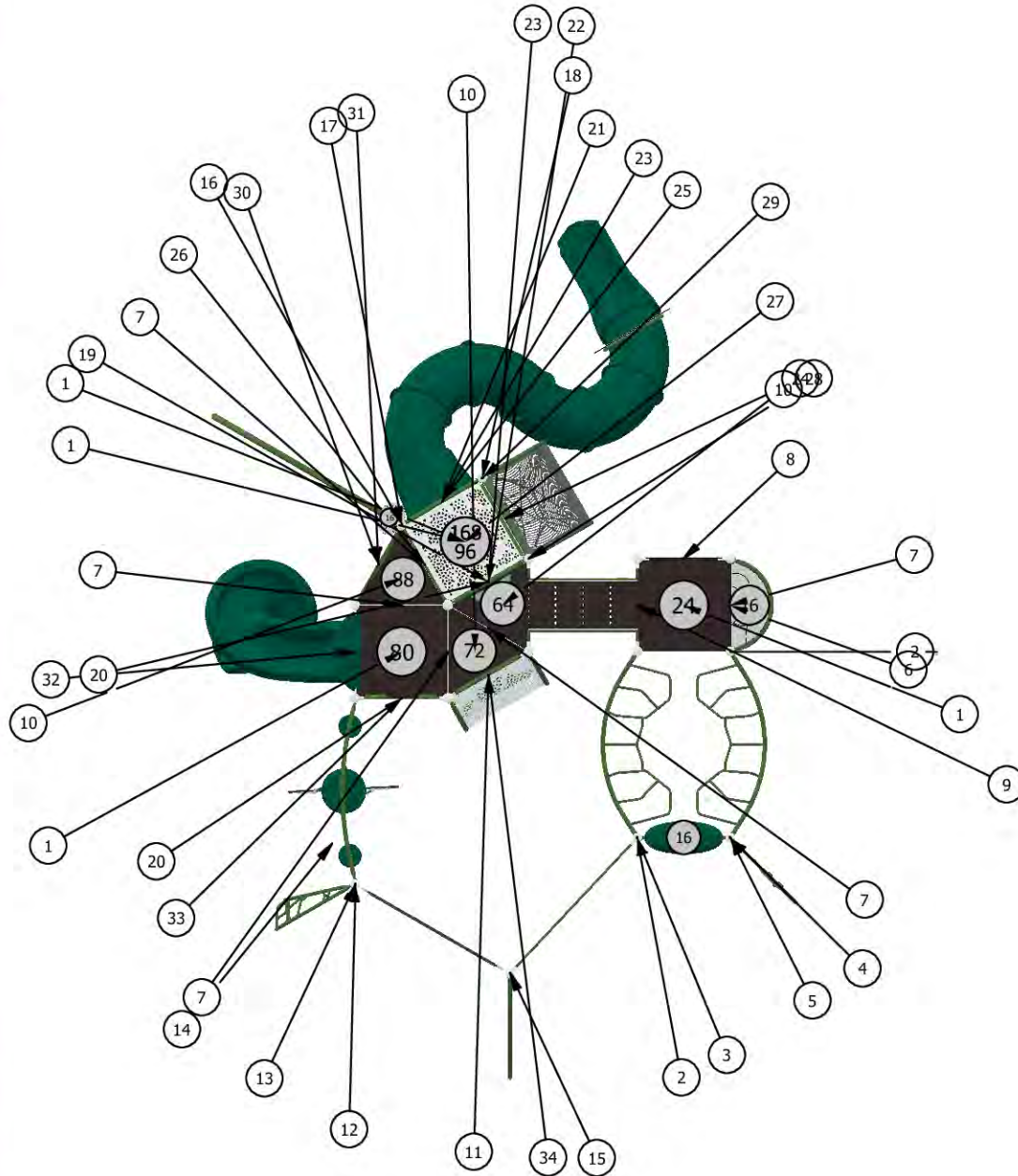
All Recreation

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Designer: Kristin La Cross

ITEM 14

ITEM	COMP.	DESCRIPTION
1	270-0130	SQUARE PLATFORM
2	370-1676	STRAIGHT HORIZONTAL LADDER, NUCLEUS
3	370-0033	ODYSSEY POST LINK DOUBLE
4	570-2729	CLASSIC GAME RING PANEL
5	470-0128	FLYLOW POD
6	470-0075	CRESCENT PLATFORM
7	270-0009	8" CLOSURE PLATE, ELLIPSE
8	570-0846	SPANISH 2-SIDED PLAY PANEL
9	370-0041	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS
10	270-0129	TRIANGLE PLATFORM
11	470-0869	SERENITY SPOT, TO DECK
12	370-1718	TAKTIKS BOW CLIMBER
13	370-1651	TRANGO CLIMBER, POST TO POST
14	370-1696	VIA CLIMBER 48"-56"
15	370-0287	TOPO CLIMBER
16	370-1612	APEX ELLIPSE CLIMBER
17	370-1608	OVISTEP LAUNCH PAD
18	470-0482	48" BENCH
19	270-0298	ABSTRACT PLATFORM LADDER 32"
20	270-0120	EVOLUTION UNITARY ENCLOSURE
21	570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM
22	570-0779	BUBBLE WINDOW PANEL
23	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
24	370-1649	EVOLUTION, DECK TO ROOF CLIMBER
25	470-0119	COBRA SLIDE CURVED 168"
26	570-1546	EVOLUTION TALL BARRIER
27	470-0015	EVOLUTION SQUARE ROOF
28	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
29	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
30	370-1666	SHASTA CLIMBER, 80"-96"
31	270-0122	EVOLUTION OFFSET ENCLOSURE
32	470-0872	EXTREME TWIST SPIRAL SLIDE
33	370-0872	TREE BRANCH CLIMBER 80"
34	570-0100	EVOLUTION BARRIER



SERIES Nucleus | Intensity

GROUP:

5-12 Tower Structure

DESIGNED FOR AGES:

5 to 12

COMPONENT VIEW

02/20/2025

All Recreation

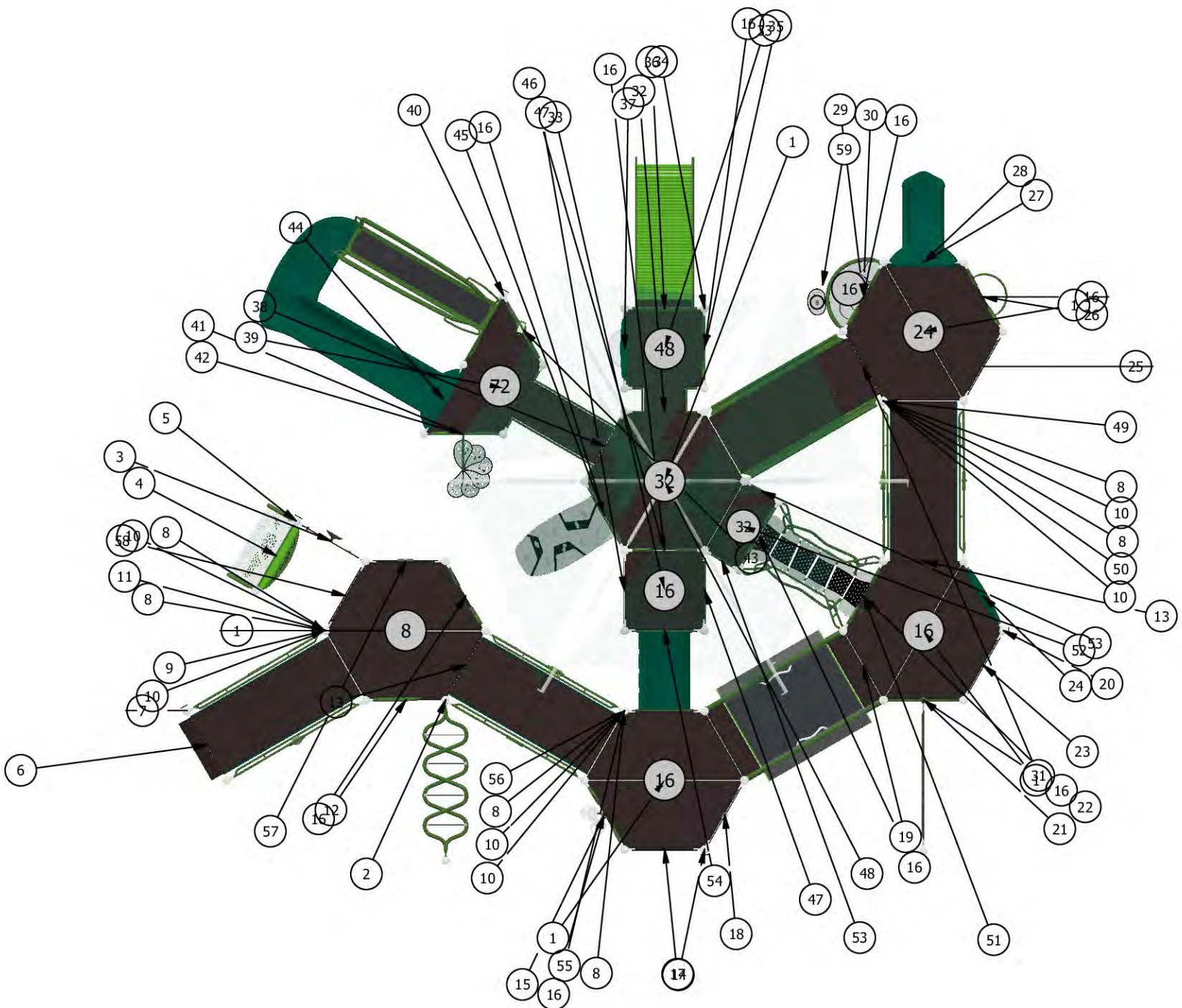
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Designer: Kristin La Cross

Showell Park
Berlin, MD 21811

Burke
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM



SERIES Nucleus | Intensity | Burke Basics

GROUP:
2-12 Inclusive Ramp Structure

DESIGNED FOR AGES:
2 to 12

Showell Park
Berlin, MD 21811

Burke
PLAY THAT MOVES YOU

02/20/2025

All Recreation
133-194063-1_RepCopy
Designer: Kristin La Cross

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

ITEM	COMP.	DESCRIPTION	ITEM	COMP.	DESCRIPTION
1	270-0131	HEXAGONAL PLATFORM S5P	54	570-1502	STRAIGHT TUNNEL
2	370-0815	TWISTING TRAVERSE 2-5	55	570-0118	MELODY SENSORY EVENT, MIDDLE
3	570-2668	CAR ACCESSIBLE REACH PANEL	56	570-0127	GRASS SENSORY EVENT, MIDDLE
4	470-0870	SERENITY SPOT	57	570-2719	SEEK'N'FIND 2-SIDED PLAY PANEL
5	570-2726	WAVES POST MOUNTED SPINNER	58	570-0842	ABC 2-SIDED PLAY PANEL
6	270-0125	SENSORY RAIL 8" RISE ENTRANCE RAMP	59	580-1364	LIL NOVO BEAN STEP
7	570-2721	DOTS POST MOUNTED SPINNER			
8	570-0104	SENSORY RAIL TOP PANEL			
9	570-0108	CHROMA SENSORY EVENT, MIDDLE			
10	570-0106	SENSORY RAIL LOWER PANEL			
11	570-0112	MIRROR SENSORY EVENT, MIDDLE			
12	270-0122	EVOLUTION OFFSET ENCLOSURE			
13	270-0124	SENSORY RAIL 8" RISE RAMP			
14	570-2722	PETALS POST MOUNTED SPINNER			
15	370-0087	LEAF CLIMBER 16" - 24"			
16	270-0120	EVOLUTION UNITARY ENCLOSURE			
17	570-2662	CRAZY MAZE 2-SIDED PLAY PANEL			
18	570-1864	GEAR PANEL			
19	570-0102	INNOVA BRIDGE			
20	570-2723	PINWHEEL POST MOUNTED SPINNER			
21	370-0171	TRANGO CLIMBER, CENTER MOUNT TO POST			
22	270-0292	EVOLUTION CENTER MOUNT ENCLOSURE			
23	570-0848	SIGNING 2-SIDED PLAY PANEL			
24	570-0795	MIRROR PANEL			
25	570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM			
26	370-0066	CONVEX CLIMBER 24"-32"			
27	470-0836	ROCK'N ROLL SLIDE, 24-32 W/O HOOD			
28	470-0967	SLIDE HOOD, LOW SIDE WALL			
29	470-0075	CRESCENT PLATFORM			
30	270-0009	8" CLOSURE PLATE, ELLIPSE			
31	270-0013	8' ADAAG RAMP W/BARRIER			
32	370-0466	16" TRANSITION STAIR W/BARRIERS			
33	270-0130	SQUARE PLATFORM			
34	570-2724	RADIATE POST MOUNTED SPINNER			
35	370-0862	TREE BRANCH CLIMBER 48"			
36	470-0756	ROLLER SLIDE 48"-56"			
37	570-0779	BUBBLE WINDOW PANEL			
38	370-0469	40" TRANSITION STAIR W/BARRIERS			
39	270-0132	HALF HEXAGON PLATFORM			
40	570-2725	SPOKES POST MOUNTED SPINNER			
41	370-1673	PETAL STEP CLIMBER 64"-72"			
42	270-0121	EVOLUTION STANCHION			
43	570-0130	EVOLUTION BARRIER W/ KALEIDOSCOPE			
44	470-0966	360 LOOP			
45	370-0042	ASCEND ROCK CLIMBER, 32"-40"			
46	270-0300	ABSTRACT PLATFORM LADDER 16"			
47	570-1556	WINDOW PANEL ABOVE PLATFORM			
48	470-0678	ARA HEX SHADE CANOPY			
49	570-0124	GROOVY SENSORY EVENT, MIDDLE			
50	570-0115	HYPNO SENSORY EVENT, MIDDLE			
51	370-1715	MESA CLIMBER			
52	270-0290	HALF PLATFORM			
53	570-0072	EVOLUTION HALF BARRIER			

SERIES Nucleus | Intensity | Burke Basics

COMPONENT VIEW

GROUP:

2-12 Inclusive Ramp Structure

Showell Park

Berlin, MD 21811

02/20/2025

All Recreation

DESIGNED FOR AGES:

2 to 12

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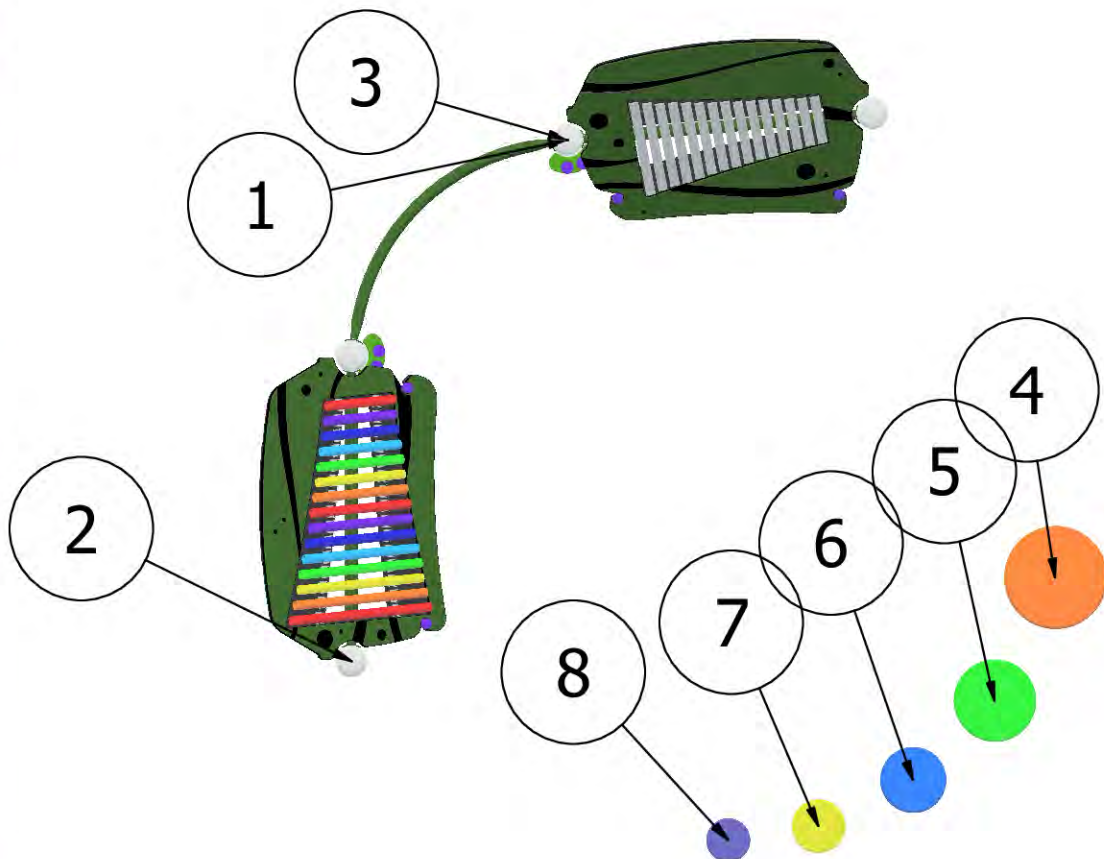
Designer: Kristin La Cross

Burke
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

ITEM 14

ITEM	COMP.	DESCRIPTION
1	570-0410	PLAYENSEMBLE TITAN CHIMES
2	570-0411	PLAYENSEMBLE SUPINE CHIMES HUE
3	570-0412	PLAYENSEMBLE TERRA METALLOPHONE
4	560-0055	PLAYENSEMBLE CIRQUE DRUM V
5	560-0056	PLAYENSEMBLE CIRQUE DRUM IV
6	560-0057	PLAYENSEMBLE CIRQUE DRUM III
7	560-0058	PLAYENSEMBLE CIRQUE DRUM II
8	560-0059	PLAYENSEMBLE CIRQUE DRUM I



SERIES Nucleus | Burke Basics

GROUP: Music Station

DESIGNED FOR AGES:
5 to 12

Showell Park
Berlin, MD 21811

Burke
PLAY THAT MOVES YOU

COMPONENT VIEW

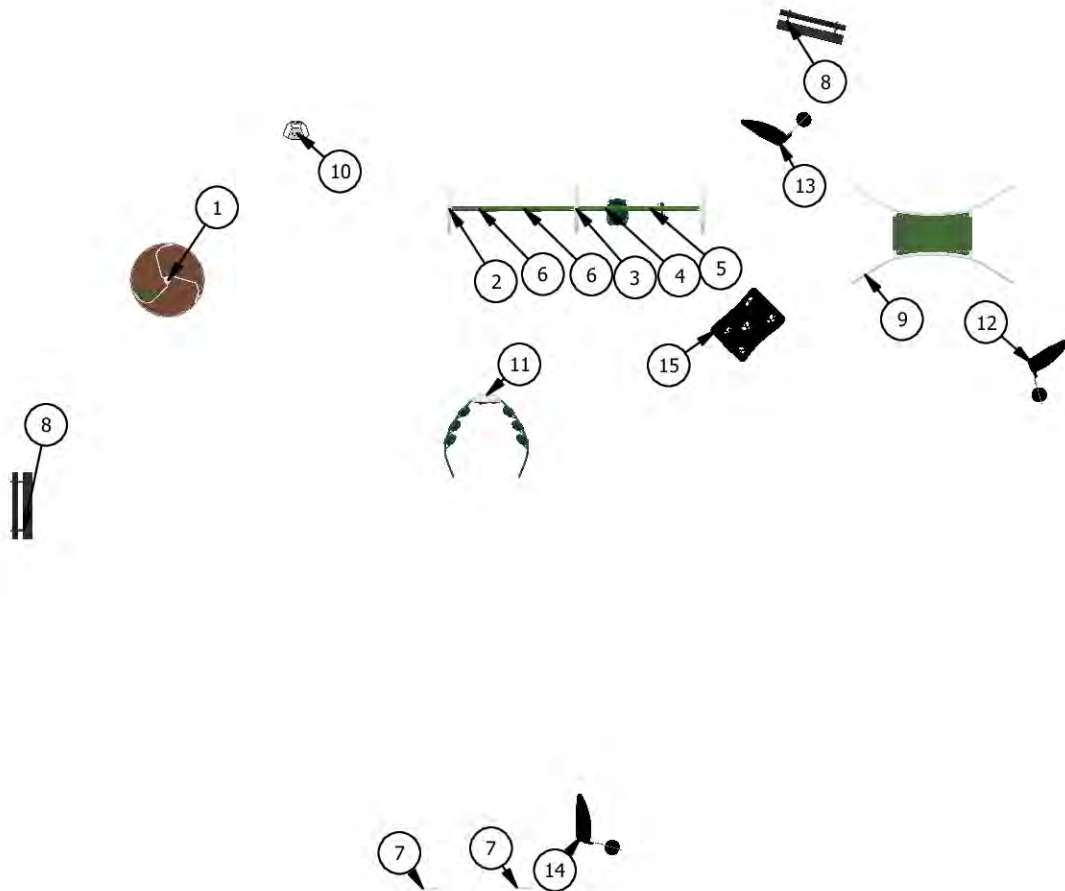
02/20/2025

All Recreation
133-194063-1_RepCopy
Designer: Kristin La Cross

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

ITEM 14

ITEM	COMP.	DESCRIPTION
1	560-0051	INCLUSIVE ORBIT
2	550-0135	5" OD ARCH SWING
3	550-0136	5" OD ARCH SWING ADD-ON
4	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
5	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN
6	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
7	580-1399	WELCOME SIGN, CUSTOM
8	580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY
9	550-9118	BRAVA UNIVERSAL SWING
10	560-2735	ARO SPINNING CHAIR
11	560-2625	MOVMT INCLUSIVE, FREESTANDING
12	580-1368	DOCTOR'S OFFICE DISCOVERY STATION
13	580-1369	FIREHOUSE DISCOVERY STATION
14	580-1365	MARKET DISCOVERY STATION
15	580-1373	PLAYHOUSE



SERIES Burke Basics

GROUP:

Free Standing Items

DESIGNED FOR AGES:

5 to 12

COMPONENT VIEW

02/20/2025

All Recreation

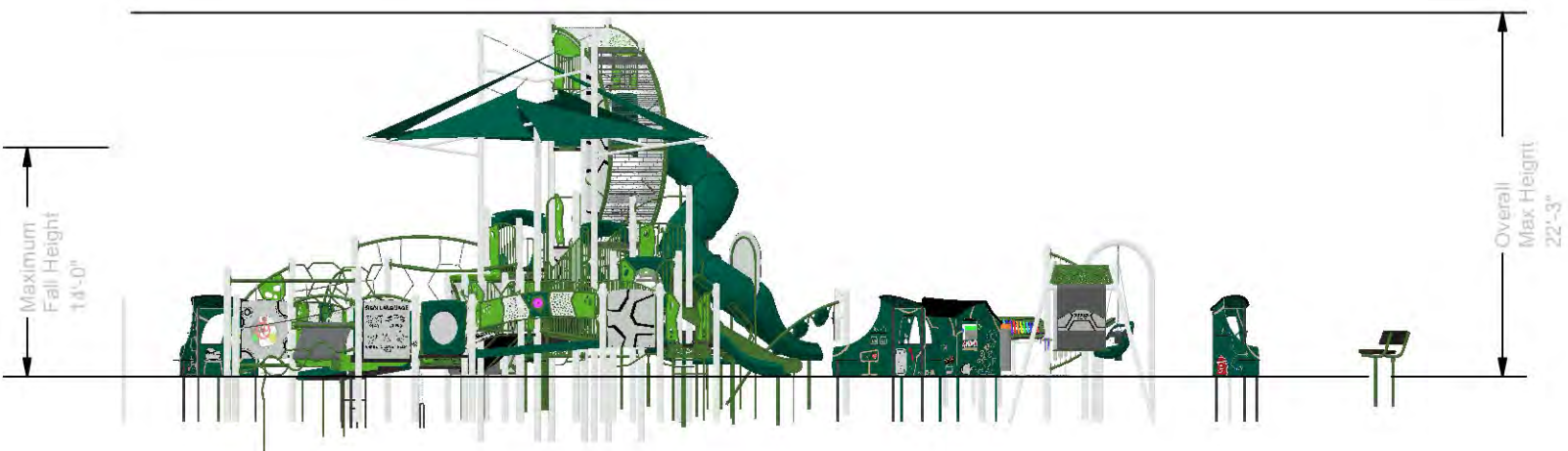
133-194063-1_RepCopy

Designer: Kristin La Cross

Showell Park
Berlin, MD 21811

Burke
PLAY THAT MOVES YOU

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SERIES Nucleus | Intensity | Burke Basics

ELEVATION VIEW

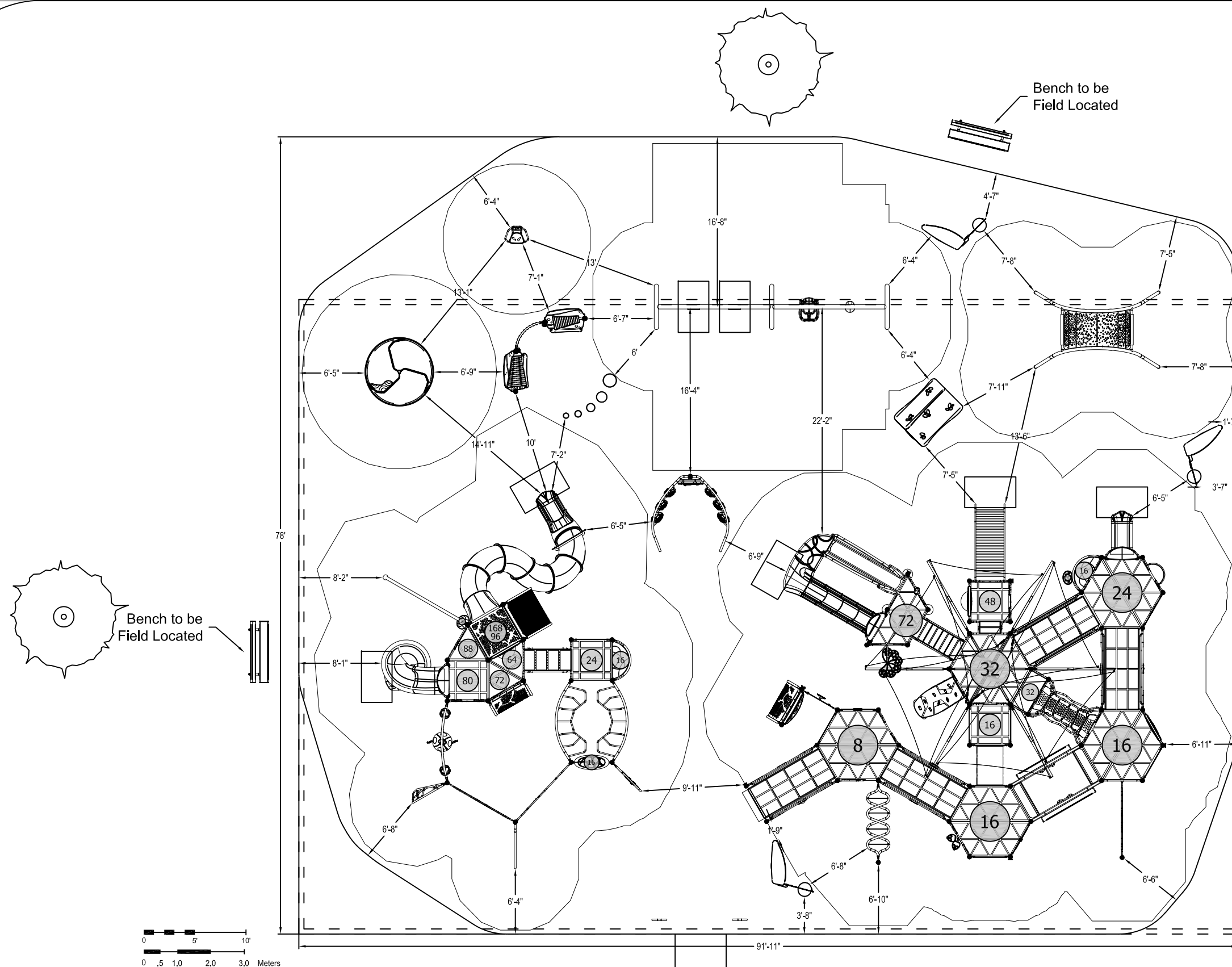
GROUP:
5-12 Tower Structure|2-12 Inclusive Ramp
Structure|Music Station|Free Standing Items
DESIGNED FOR AGES:
5 to 12, 2 to 12

Showell Park
Berlin, MD 21811

Burke
PLAY THAT MOVES YOU

02/20/2025
All Recreation
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Designer: Kristin La Cross

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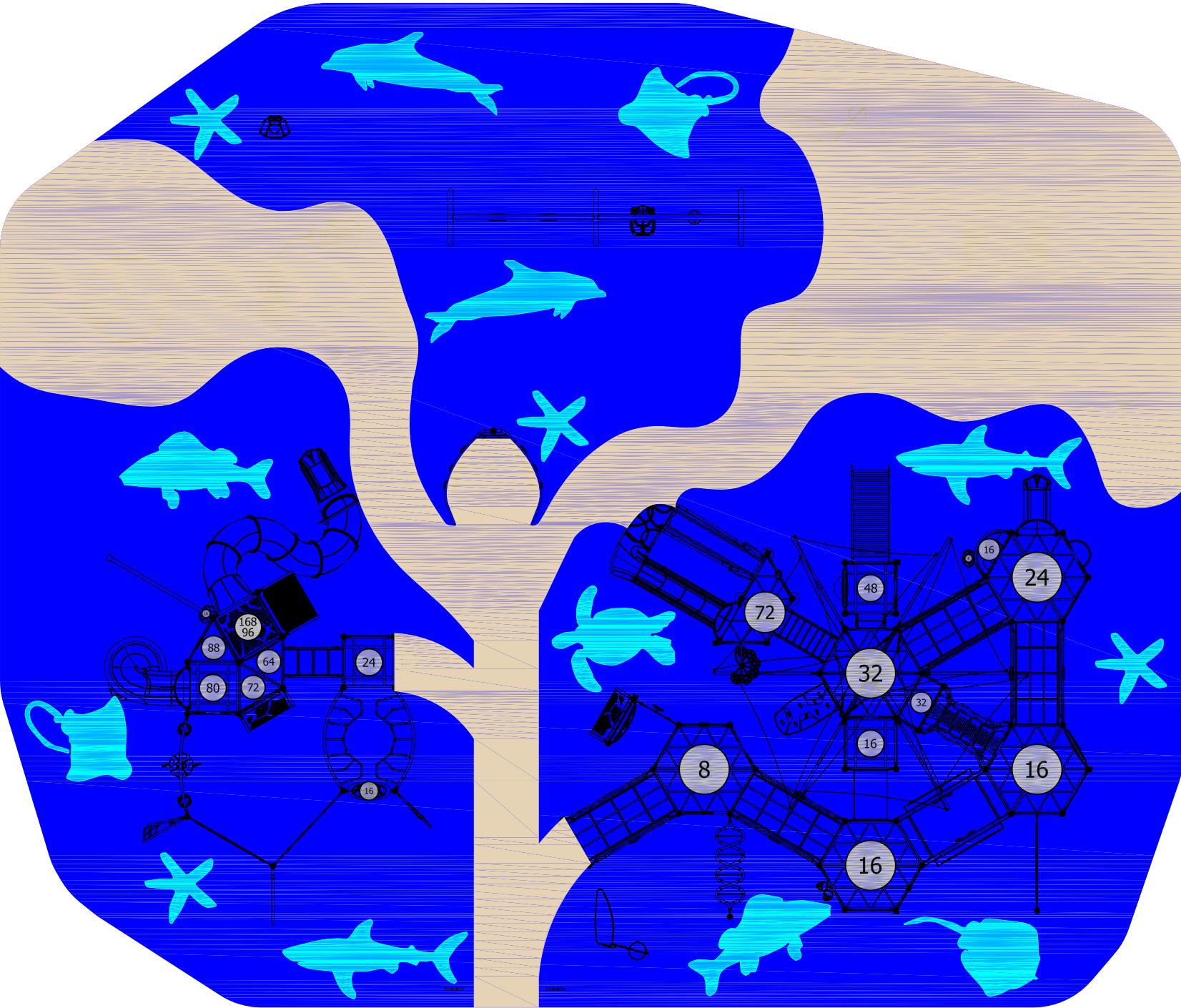


All Recreation of Virginia, Inc.
20609 Gordon Park Square, Ste 190
Ashburn, VA 20147
888-419-0001

Showell Park
Showell, Maryland
24ShwllPk1

AREA SIZE: 6600 sqft
Designer: Mack Palmer

DATE: 10/15/2024
SCALE: 3/32" = 1'0"

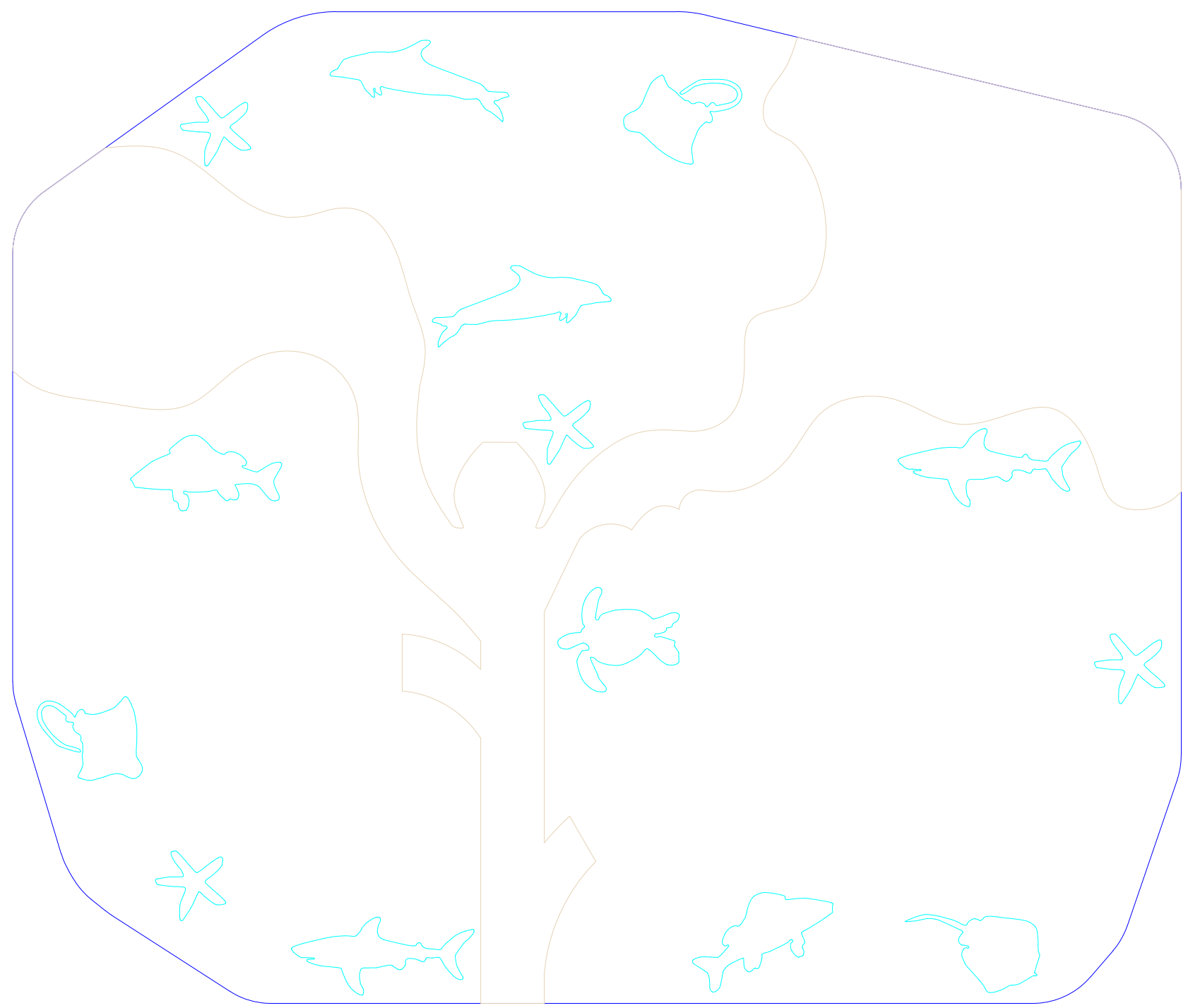


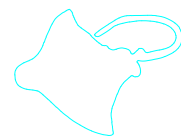
All Recreation of Virginia, Inc.
20609 Gordon Park Square, Ste 190
Ashburn, VA 20147
888-419-0001


Showell Park
Showell, Maryland
24ShwllPk1

AREA SIZE: 6600 sqft
Designer: Mack Palmer

DATE: 10/15/2024
SCALE: 3/32" = 1'0"



-  30.5 sqft
-  10.25 sqft
-  28 sqft
-  29 sqft
-  33.75 sqft
-  33.5 sqft
-  30.5 sqft
- Tan 1820 sqft
- Blue 4584.5 sqft

	All Recreation of Virginia, Inc. 20609 Gordon Park Square, Ste 190 Ashburn, VA 20147 888-419-0001	Showell Park	AREA SIZE: 6600 sqft	DATE: 10/15/2024
		Showell, Maryland	Designer: Mack Palmer	SCALE: 3/32" = 1'0"
		24ShwllPk1		



Showell Park Playground Rules

**This area has been designed for children
2-12 years of age**

This playground is ADA accessible

Adult supervision is recommended

Wear proper shoes & clothing at all times

Keep your playground clean

No alcoholic beverages

Use caution on wet surfaces

No pets on the playground



PLEASE HAVE FUN AND PLAY SAFELY!





Showell Park Playground Rules

**This area has been designed for children
5-12 years of age**

This playground is ADA accessible

Adult supervision is recommended

Wear proper shoes & clothing at all times

Keep your playground clean

No alcoholic beverages

Use caution on wet surfaces

No pets on the playground



PLEASE HAVE FUN AND PLAY SAFELY!



DESIGN SUMMARY

All Recreation is very pleased to present this Proposal for consideration for the Showell Park located in Snow Hill. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Worcester County Parks & Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Showell Park
- Project Number: 133-194063-1_RepCopy
- User Capacity: 414
- Age Groups: 5 to 12, 2 to 12
- Dimensions: 91' 2"x76' 11"
- Designer Name: Kristin La Cross

All Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Showell Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 133-194063-1_RepCopy has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Showell Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Proposal 133-194063-1_RepCopy | 2/20/2025

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

5-12 Tower Structure

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-120C	5" OD X 120" CAPPED POST	5	0	0	63	315
072-0500-136C	5" OD X 136" CAPPED POST	1	0	0	71	71
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-156C	5" OD X 156" CAPPED POST	3	0	0	82	246
072-0502-216S	5" OD X 216" SWAGED POST	2	0	0	113	226
072-0502-220S	5" OD X 220" SWAGED POST	2	0	0	115	230
072-5503-64T	5" OD X 64" TOP ALUMINUM CAPPED POST	1	0	0	13	13
072-5503-68T	5" OD X 68" TOP ALUMINUM CAPPED POST	1	0	0	14	14
072-5503-80T	5" OD X 80" TOP ALUMINUM CAPPED POST	1	0	0	16	16
072-5503-84T	5" OD X 84" TOP ALUMINUM CAPPED POST	1	0	0	17	17
270-0009	8" CLOSURE PLATE, ELLIPSE	5	0	0	8	40
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	3	2	6	48	144
270-0130	SQUARE PLATFORM	4	6	24	106	424
270-0298	ABSTRACT PLATFORM LADDER 32"	1	1	1	34	34
370-0041	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS	1	8	8	301	301
370-0287	TOPO CLIMBER	1	3	3	76	76
370-0872	TREE BRANCH CLIMBER 80"	1	4	4	33	33
370-1649	EVOLUTION, DECK TO ROOF CLIMBER	1	7	7	472	472
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1666	SHASTA CLIMBER, 80"-96"	1	4	4	32	32
370-1696	VIA CLIMBER 48"-56"	1	2	2	68	68
470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT	1	0	0	16	16

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470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT	1	0	0	16	16
470-0015	EVOLUTION SQUARE ROOF	1	0	0	42	42
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0119	COBRA SLIDE CURVED 168"	1	3	3	512	512
470-0128	FLYLOW POD	1	2	2	27	27
470-0482	48" BENCH	1	3	3	18	18
470-0869	SERENITY SPOT, TO DECK	1	2	2	285	285
470-0872	EXTREME TWIST SPIRAL SLIDE	1	2	2	217	217
570-0100	EVOLUTION BARRIER	1	0	0	52	52
570-0779	BUBBLE WINDOW PANEL	1	1	1	40	40
570-0846	SPANISH 2-SIDED PLAY PANEL	1	2	2	44	44
570-1544	EVOLUTION SHORT CURVED TOP BARRIER	2	0	0	50	100
570-1546	EVOLUTION TALL BARRIER	1	0	0	78	78
570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	45	45
670-0427	5" OD X 11 GA POST EXTENSION	4	0	0	10	40

5-12 Tower Structure

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-0033	ODYSSEY POST LINK DOUBLE	1	4	4	78	78
370-1608	OVISTEP LAUNCH PAD	1	1	1	10	10
370-1612	APEX ELLIPSE CLIMBER	1	8	8	184	184
370-1676	STRAIGHT HORIZONTAL LADDER, NUCLEUS	2	6	12	58	116
370-1718	TAKTIKS BOW CLIMBER	1	7	7	103	103
570-2729	CLASSIC GAME RING PANEL	1	2	2	80	80

Total User Capacity: 116
Total Weight: 5265 lbs.

Free Standing Items

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	1	1	1	12	12
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	2	1	2	10	20
550-0135	5" OD ARCH SWING	1	0	0	366	366
550-0136	5" OD ARCH SWING ADD-ON	1	0	0	223	223
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	1	1	1	38	38
550-9118	BRAVA UNIVERSAL SWING	1	6	6	530	530

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560-0051	INCLUSIVE ORBIT	1	6	6	667	667
560-2625	MOVMT INCLUSIVE, FREESTANDING	1	2	2	328	328
560-2735	ARO SPINNING CHAIR	1	1	1	42	42
580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY	2	0	0	119	238
580-1365	MARKET DISCOVERY STATION	1	10	10	210	210
580-1368	DOCTOR'S OFFICE DISCOVERY STATION	1	10	10	210	210
580-1369	FIREHOUSE DISCOVERY STATION	1	10	10	215	215
580-1373	PLAYHOUSE	1	8	8	360	360
580-1399	WELCOME SIGN, CUSTOM	2	0	0	45	90

Total User Capacity: 57

Total Weight: 3551 lbs.

2-12 Inclusive Ramp Structure

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-100C	5" OD X 100" CAPPED POST	6	0	0	53	318
072-0500-108C	5" OD X 108" CAPPED POST	4	0	0	57	228
072-0500-112C	5" OD X 112" CAPPED POST	4	0	0	59	236
072-0500-124C	5" OD X 124" CAPPED POST	4	0	0	65	260
072-0500-148C	5" OD X 148" CAPPED POST	1	0	0	78	78
072-0500-164C	5" OD X 164" CAPPED POST	1	0	0	86	86
072-0500-168C	5" OD X 168" CAPPED POST	2	0	0	88	176
072-0500-172C	5" OD X 172" CAPPED POST	1	0	0	90	90
072-0500-76C	5" OD X 76" CAPPED POST	3	0	0	40	120
072-0500-84C	5" OD X 84" CAPPED POST	5	0	0	44	220
072-0500-92C	5" OD X 92" CAPPED POST	12	0	0	48	576
072-0502-204S	5" OD X 204" SWAGED POST	6	0	0	107	642
270-0009	8" CLOSURE PLATE, ELLIPSE	1	0	0	8	8
270-0013	8' ADAAG RAMP W/BARRIER	1	12	12	534	534
270-0120	EVOLUTION UNITARY ENCLOSURE	9	0	0	34	306
270-0121	EVOLUTION STANCHION	1	0	0	43	43
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0124	SENSORY RAIL 8" RISE RAMP	2	21	42	406	812
270-0125	SENSORY RAIL 8" RISE ENTRANCE RAMP	1	0	0	440	440
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0131	HEXAGONAL PLATFORM S5P	5	12	60	287	1435
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
270-0290	HALF PLATFORM	1	3	3	57	57
270-0292	EVOLUTION CENTER MOUNT ENCLOSURE	1	0	0	40	40
270-0300	ABSTRACT PLATFORM LADDER 16"	1	1	1	17	17
370-0042	ASCEND ROCK CLIMBER, 32"-40"	1	2	2	100	100

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370-0066	CONVEX CLIMBER 24"-32"	1	1	1	39	39
370-0087	LEAF CLIMBER 16" - 24"	1	2	2	25	25
370-0171	TRANGO CLIMBER, CENTER MOUNT TO POST	1	5	5	33	33
370-0466	16" TRANSITION STAIR W/BARRIERS	1	1	1	109	109
370-0469	40" TRANSITION STAIR W/BARRIERS	1	4	4	279	279
370-0862	TREE BRANCH CLIMBER 48"	1	2	2	17	17
370-1673	PETAL STEP CLIMBER 64"-72"	1	4	4	66	66
370-1715	MESA CLIMBER	1	4	4	143	143
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0678	ARA HEX SHADE CANOPY	1	0	0	575.864	575.864
470-0756	ROLLER SLIDE 48"-56"	1	3	3	721	721
470-0836	ROCK'N ROLL SLIDE, 24-32 W/O HOOD	1	1	1	50	50
470-0966	360 LOOP	1	6	6	557	557
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
570-0072	EVOLUTION HALF BARRIER	2	0	0	26.6	53.2
570-0102	INNOVA BRIDGE	1	18	18	847	847
570-0104	SENSORY RAIL TOP PANEL	6	0	0	7	42
570-0106	SENSORY RAIL LOWER PANEL	6	0	0	8	48
570-0108	CHROMA SENSORY EVENT, MIDDLE	1	0	0	12	12
570-0112	MIRROR SENSORY EVENT, MIDDLE	1	0	0	13	13
570-0115	HYPNO SENSORY EVENT, MIDDLE	1	0	0	20	20
570-0118	MELODY SENSORY EVENT, MIDDLE	1	0	0	20	20
570-0124	GROOVY SENSORY EVENT, MIDDLE	1	0	0	26	26
570-0127	GRASS SENSORY EVENT, MIDDLE	1	0	0	16	16
570-0130	EVOLUTION BARRIER W/ KALEIDOSCOPE	1	1	1	64	64
570-0779	BUBBLE WINDOW PANEL	1	1	1	40	40
570-0795	MIRROR PANEL	1	1	1	46	46
570-0842	ABC 2-SIDED PLAY PANEL	1	2	2	44	44
570-0848	SIGNING 2-SIDED PLAY PANEL	1	2	2	44	44
570-1502	STRAIGHT TUNNEL	1	2	2	97	97
570-1556	WINDOW PANEL ABOVE PLATFORM	2	2	4	45	90
570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	45	45
570-1864	GEAR PANEL	1	4	4	50	50
570-2662	CRAZY MAZE 2-SIDED PLAY PANEL	1	2	2	44	44
570-2668	CAR ACCESSIBLE REACH PANEL	1	2	2	23	23
570-2719	SEEK'N'FIND 2-SIDED PLAY PANEL	1	2	2	53	53
570-2721	DOTS POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2722	PETALS POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2723	PINWHEEL POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2724	RADIATE POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2725	SPOKES POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2726	WAVES POST MOUNTED SPINNER	1	1	1	0.7	0.7

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2-12 Inclusive Ramp Structure

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-0815	TWISTING TRAVERSE 2-5	1	5	5	100	100
470-0870	SERENITY SPOT	1	2	2	303	303

2-12 Inclusive Ramp Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28

Total User Capacity: 229
Total Weight: 12088 lbs.

Music Station

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-108C	5" OD X 108" CAPPED POST	1	0	0	57	57
072-0500-128C	5" OD X 128" CAPPED POST	1	0	0	67	67
072-0500-72C	5" OD X 72" CAPPED POST	2	0	0	38	76
570-0410	PLAYENSEMBLE TITAN CHIMES	1	2	2	121	121
570-0411	PLAYENSEMBLE SUPINE CHIMES HUE	1	2	2	93	93
570-0412	PLAYENSEMBLE TERRA METALLOPHONE	1	2	2	93	93

Music Station

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-0055	PLAYENSEMBLE CIRQUE DRUM V	1	2	2	48	48
560-0056	PLAYENSEMBLE CIRQUE DRUM IV	1	1	1	32	32
560-0057	PLAYENSEMBLE CIRQUE DRUM III	1	1	1	25	25
560-0058	PLAYENSEMBLE CIRQUE DRUM II	1	1	1	19	19
560-0059	PLAYENSEMBLE CIRQUE DRUM I	1	1	1	17	17

Total User Capacity: 12
Total Weight: 648 lbs.

BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:

Nucleus® features our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM:

Intensity®, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Synergy® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM:

Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS:

Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

TAMPER-RESISTANT STAINLESS STEEL HARDWARE:

All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS:

Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-20:

You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES:

Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS:

Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

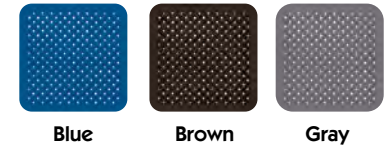


COLORS THAT MOVE YOU

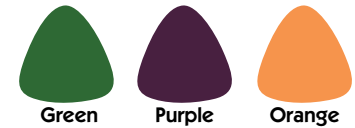
POWDER COAT PAINT



PLATFORMS



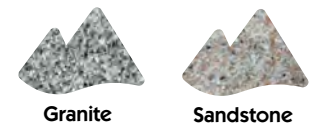
SOLIS HUE TOPPERS



TRADITIONAL SERIES SITE AMENITIES



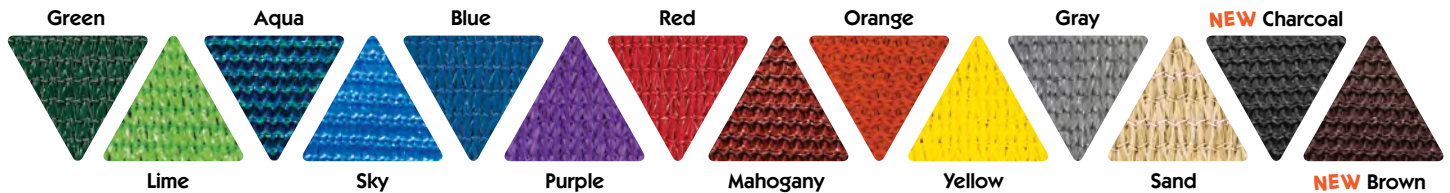
ROCKIT CLIMBERS



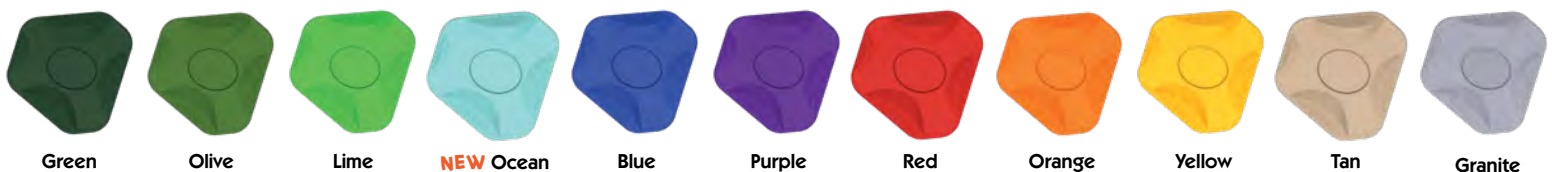
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](https://bciburke.com/color) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BCIBURKE.COM

Burke

800.266.1250

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BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2023

All Recreation of Virginia, Inc - Terms of Sale

Acceptance by either a signature or a purchase order based on this quotation indicates that you are in full agreement with all terms and conditions of this quotation including the following:

If a mutually agreed upon contract has been signed, those terms and conditions will supersede these terms and conditions.

Prices are stated in USD and are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order.

Quoted lead times are based on normal production levels. Actual lead times may vary due to quantities ordered, seasonality and higher than normal production levels.

Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. Custom colors, where available, would be an additional charge.

If customer is installing equipment, all equipment should be installed per manufacturer's instructions and appropriate guidelines including **ASTM and CPSC**.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Freight charges are predicated on all items being ordered and shipped at the same time. Therefore, once the shipment leaves the manufacturer, we are no longer responsible for any damage, loss or shortage. If All Recreation is receiving and installing equipment, we are responsible.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted in quotation.

Installation Terms:

A. All Recreation Responsibilities (Applicable if All Recreation is quoted)

Standard Services Include:

- Underground Public Utility Check
- Shipping Notification/Receiving Instructions
- Installation of Equipment and Materials
- Trash Clean Up (Not including cost for Dumpsters and Off-Site Trash Disposal unless noted)
- All Burke Structure shipments include a FREE Maintenance Kit (Includes Installation Booklet, Graffiti Remover, Tools and Touch Up Paint).

B. Optional Responsibilities (Must be clearly outlined in the applicable All Recreation quotation/contract):

- Removal of Existing Equipment. •Accept Delivery and Unload Equipment. •Site Preparation and Grading, Drainage Systems, etc. •Engineered Drawings for Purchased Equipment- that is applicable •Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.).•Provision of Temporary Fencing.

*All other responsibilities must be clearly outlined in the applicable quotation/contract.

Customer Responsibilities (Applicable if All Recreation is NOT quoting installation):

- Trash Disposal - Dumpsters or Off Site Disposal. •Underground Utility Check. •Accept Delivery and Unload Equipment. •Provide Area for Storage and Staging.
- Provide Temporary Fencing. •Secure Site and Equipment. •Provide Access as Outlined below.

Building Permits

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on final invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:

Access/Utilities. Access must be provided to the installation area for trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. Any restrictions on installation dates/ times must be agreed upon. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. All Recreation and its installers cannot be held liable for private utilities not properly marked by customer.

If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer. This includes a water source for mixing of concrete.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed in conjunction with safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Order cancellation: Canceled orders are subject to cancellation/ restocking fee. Fees will vary upon stage of production at time of cancellation.

Payment terms are listed on the proposal. All deposits must be received prior to order being placed. Delay in deposits may result in delayed installation dates. If paying by credit card there is a 3% processing fee added to total. Invoices over 10 days past due are subject to a 1.5% monthly fee.

All Recreation Supplemental Warranty

On All Recreation playgrounds installed Burke playgrounds

Customer Name

Project Name

In addition to Burke's 100% non-prorated warranty, All Recreation offers the value added service of **100% FREE** replacement costs on all warranted BCI Burke products, installed by All Recreation throughout the duration of the warranty period. The warranted items are shipped directly to All Recreation and are installed **FREE OF CHARGE** by our qualified installer(s). The result is zero out-of-pocket costs to our customers on all warranted BCI Burke products. BCI Burke and All Recreation commitment to higher quality products makes this "Special Supplemental Warranty" possible.

*See BCI Burke Warranty for further details



Example

Date

All Recreation Representative



ITEM 14



Your Premier
Recreational
Products Partner

Proud Partner of: **Burke**
PLAY THAT MOVES YOU.

Playgrounds Site Amenities Shade Shelter
Surfacing Outdoor Fitness Dog Parks Music Parks
Custom Products Turnkey Installations Grading Demo



Bringing you the best outdoor recreational products for over 30 years



Service is always our number one priority, before and after project completion.



Our products emphasize inclusion and inspire everyone to move, engage and be a part of the community.



We provide free site visits, proposals and 3D custom drawings.



Our manufacturer partners have some of the best warranties in the business.



We offer multiple purchasing options with partners such as GOVMVNT, Equalis Group, OMNIA Partners and Sourcewell.



Safety is essential. We have IPEMA-certified products and our Project Managers are Certified Playground Safety Inspectors.

Serving Maryland, Virginia & Washington, DC

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1-888-419-0001

info@allrec.com

www.allrec.com

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 Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Chris Clasing for*
DATE: March 24, 2025
SUBJECT: Riddle Farm Water Treatment Plant – Two Replacement Control Panels

Public Works is requesting Commissioner approval to contract with Lywood Automation, LLC for the replacement of two control panels at Glen Riddle Water Treatment Plant for a total amount of \$73,700.00. Funding for this project was initially approved under the Assigned Fund Balance Item WWW Programable Logic Controllers Intergovernmental Loan. In order to make the funding available, an intergovernmental loan from the General Fund to the Riddle Farm Service Area must also be executed.

The request to directly award to Lywood Automation is a potential cost saving measure. Typically, work over \$25,000 is bid out, however, to bid the work out, engineered electrical drawings and specifications would need to be generated at an estimated additional cost \$30,000-\$50,000. The electrical work is relatively straight forward, by bringing in several contractors to view the equipment needing to be installed, the contractors understood what was necessary without the need for drawings and specifications. Public Works reached out to other local contractors with experience working on pump station control panels and only Lywood responded with a not-to-exceed maximum price.

The replacement of these two-control panels and enclosures is important to notify staff of any irregular operations while away from the water treatment plant. It communicates with the operators who are on call for any alarms. Without those alarms the plant could have inoperable pumps, or low tower levels potentially causing danger to the environment, and lack of service to the surrounding residents/customers. The existing facility utilizes a system installed originally in 2001 when the facility was built.

Please let me know if there are any questions.

Attachment

CC: Kim Reynolds
 Nick Rice
 Quinn Dittrich
 Chris Clasing
 Tony Fascelli

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$73,700.00
Amount

Snow Hill, Maryland

March 24, 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 Seventy-Three Thousand and Seven Hundred Dollars (\$73,700.00) 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 4.87% per annum at the following time, and in the following amounts, which is to say:

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

The loan is to cover the replacement of two control panels at the Glen Riddle Water Treatment Plant. Principal and interest on the loan will begin accruing on July 1, 2025, 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



Lywood Automation, LLC
301 Bloomingdale Ave,
Federalsburg, MD 21632
410-754-8631

Date: 3/11/2025

Re: **B3371 REV 1**
 Attn: Andy Stinson

Wor Cnty Glen Riddle WTP PLC
 astinson@co.worcester.md.us

Scope of Work:

Lywood Automation will provide labor and material to build (2) automation control panels for Worcester County Glenn Riddle WTP. We will supply a new NEMA 4/12/3R enclosure with a Square D M340 remote I/O rack to replace the WTP SCADA control panel. We will also provide a replacement control panel for the US filter panel with a NEMA 4/12/3R and all internal components except M340 processor and KEP HMI operator interface which will be reused in the new panel. Scope to include the following:

1. WTP SCADA control panel

- Provide (1) Saginaw 36x36x12 NEMA 3R,4,12 and 13 powder coated enclosure with back plate, 700 lumen LED motion activated light and heater for condensate management.
- Provide (1) Square D Modicon X80 12 slot panel mounted backplane
- Provide (1) Square D 10/100 MBPS IP20 ethernet TCP network PLC module.
- Provide (1) Square D Modicon X80 24 to 48V DC 31.2W power supply module.
- Provide (2) Square D Modicon X80 16 channel Discrete inputs 24VDC module.
- Provide (2) Square D Modicon X80 16 channel Discrete output 24VDC module.
- Provide (3) Square D Modicon X80 8 channel Analog input module.
- Provide (1) Square D Modicon X80 4 channel Analog output module.
- Provide (1) wall mountable connector panel to clean up fiber connections
- Provide (2) Phoenix narrow Ethernet switch with 2 fiber ports.
- Provide (1) Allen Bradley 120W 24–28 VDC power supply.
- Provide (1) Din rail mount filter, surge protective device.

2. US Filter control panel

- Provide (1) Saginaw 42x36x12 NEMA 3R,4,12 and 13 powder coated enclosure with back plate, 700 lumen LED motion activated light and heater for condensate management.
- Provide (1) KEP 7-inch LCD operator interface with ethernet and class1 Div2 ratings.
- Provide (2) Allen Bradley 120W 24–28 VDC power supply.
- Provide (3) Allen Bradley 800H green illuminated push buttons and (1) Yellow illuminated push button.
- Provide (3) Allen Bradley 800H 2 position selector switches and (1) 3 position selector switch.
- Provide (1) Allen Bradley 800H black reset push button.

Quality Service Since 1976

ITEM 15

- Provide technicians labor before changeout to gather information and for commissioning after changeout of panels. (will need to gather IP addresses HMI programs and logix programs to be modified)
- Provide labor for converting SCADA Pack 32 program to new platform in M340 controller.
- Provide all misc. panel materials. (Barriers, breaker, din rail, wire duct, labels, etc...)
- Provide UL508A Listing of panel.
- Provide control drawings, panel design/layout & B.O.M. in AutoCAD format.
- Provide shop labor to build panel and shop test.
- Provide labor to install both panels and wire. (one day to mark wires and prep, and two days to change out and rewire panels one panel per day).

Total price for work performed on this project is:

\$ 73,700.00 (Dollars)

Clarifications/Exceptions:

- No Wage Rates apply.
- Payment & Performance Bond is not included.
- Labor is figured at normal working hour rates throughout the work week. Not to exceed 40 hours in a week.
- No overtime or weekend hours are included in this proposal.

Due to the commodity market volatility and vendor pricing changing daily we reserve the right to adjust our quote without notice.

Please feel free to contact us at your convenience to review this proposal.

Sincere regards,

Jason Ward

Automation & Controls

Please send Purchase Orders to: PurchaseOrders@lywoodautomation.com

Checks to be made payable to: *Lywood Automation, LLC*

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
DATE: March 19, 2025
SUBJECT: Water & Wastewater Over Expenditure Requests

Public Works is requesting Commissioner approval of the following over expenditures for Water & Wastewater. The "Current Balance" is as of 2/20/25. The additional requested funding is to be supplied from the respective service area reserves.

	FY 25 Budget	Current Balance Remaining	Additional Funds Requested
Assateague Point			
520.6200.010			
Other Supplies & Materials			
Lab Testing	\$5,000	\$1,980.00	\$2,000.00

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$2,000.

Landings

535.6200.010			
Other Supplies & Materials			
Lab Testing	\$3,000	\$1,466.00	\$2,000.00

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$2,000.

	Budget	Remaining	Funds Requested
Mystic Harbor			
545.6110.060			
Supplies & Equipment Chemicals	\$200,000	(\$56,588.90)	\$200,000

In FY 22, chemical costs for Mystic Harbour were \$168,671.85, in FY 23 they were \$170,160.92, in FY 24 it jumped to \$381,232.75. When the FY 25 budget was developed, historical trends were available for FY 22, FY 23, and half of FY 24, therefore \$200,000 was believed to be enough. Flows in the Mystic Harbour service area have significantly increased with the build out of communities such as Sea Oaks, Shore Point Cottages, and Bayside Landings which necessitate additional chemical use at the water plant and wastewater plant.

545.6200.010			
Other Supplies & Materials			
Lab Testing	\$10,000	\$1,269.16	\$5,000

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$3,000.

545.6500.030			
System Maintenance Wastewater			
Treatment Plant Maint.	\$140,000	\$25,096.81	\$50,000

FY 25 repairs have included two influent pumps being rebuilt and two screen gearboxes being replaced. The additional funds would cover needed repairs to the UV disinfection equipment, a tank mixer, and rebuilding a permeate pump. All of these items are needed for permit compliance and ahead of the peak summer flows during tourist season.

Ocean Pines

555.8002.6200.010 (Water)			
Other Supplies & Materials			
Lab Testing	\$10,000	(\$3,815.00)	\$15,000.00

MDE has recently added PFAS testing as part of our water permit requirements. PFAS testing was not required when the FY 25 budget was being developed, additional funding is needed to cover the cost. The cost of the testing for the remainder of the year is estimated at \$8,800.

	FY 25 Budget	Current Balance Remaining	Additional Funds Requested
Ocean Pines (continued)			
555.8002.6500.040 (Water)			
System Maintenance			
WWW Paving	\$30,000	(\$934.00)	\$30,000.00

Extreme low temperatures over the winter have caused a significant increase in calls for broken pipe repairs. Funds are depleted and there are currently 60 locations waiting on asphalt patching where repairs have been made. The estimated cost of the existing repairs \$9,500, additional funds are needed to cover these repairs and future repairs for the remainder of the year.

555.8002.6500.070 (Water)			
System Maintenance Contractor			
Water Install/Repair	\$300,000	\$35,869.00	\$125,000.00

Extreme low temperatures over the winter have caused a significant increase in calls for broken pipe repairs. Outside contractors are needed in cases where excavation requires trench boxes due to depth of the water main, where directional drilling is needed, and when the number of calls exceeds the ability of in-house forces to respond. It is estimated that an additional \$125,000 is needed to cover the remainder of FY 25, based on the spending pattern for the first 9 months of the year.

555.8003.6200.010 (Treatment Plant)			
Other Supplies & Materials			
Lab Testing	\$21,000	\$9,853.10	\$18,000.00
555.8003.6200.030 (Treatment Plant)			
Other Supplies & Materials	\$15,000	\$10,104.32	\$4,000.00

MDE has recently renewed the wastewater discharge permit for the Ocean Pines WWTP. The permit includes 3 years of toxicity testing and a new panel of chemicals that must be tested for in the treated effluent discharge. The additional funding is needed to cover the testing costs for the new chemicals.

555.8003.6540.030 (Treatment Plant)			
Vehicle Operating Expenses			
Vehicle Maintenance	\$15,000	(\$2,370.35)	\$15,000.00

Several unanticipated and expensive repairs were needed over FY 25. A truck motor was rebuilt, repairs were made to a skid steer, and repairs were made to a backhoe. The equipment is needed to clean out dry beds and to excavate around the plant when pipe leaks are encountered. It is estimated an additional \$15,000 is needed to cover any additional repairs throughout the remainder of the fiscal year.

	FY 25 Budget	Current Balance Remaining	Additional Funds Requested
Ocean Pines (continued)			
555.8004.6540.030 (Collections)			
Vehicle Operating Expenses			
Vehicle Maintenance	\$25,000	\$860.62	\$15,000.00

Several unanticipated and expensive repairs were needed over FY 25. A truck motor was rebuilt and the sewer vacuum truck had two substantial repairs made. The sewer vacuum truck is used to remove blockages in sewer pipes and is used daily. A replacement vacuum truck has been included in the proposed FY 26 budget. It is estimated an additional \$15,000 is needed to cover any additional repairs throughout the remainder of the fiscal year.

Please let me know if there are any questions.

CC: Quinn Dittrich
Chris Clasing
Tony Fascelli



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: March 24, 2025

RE: Anti-Camping Legislation

Based on Commissioner instruction at the earlier work session on this topic, attached are amendments to current County code refining restrictions on camping at certain properties and clarifying removal of unauthorized personal property.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 25-__

BY:

INTRODUCED:

A legislative bill for the purpose of amending Subtitle IV of the County Government Article to further clarify the prohibition of camping on County and other property and to prohibit the storage of private property on such property.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Subtitle IV (County Real and Personal Property and County Buildings) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended as follows:

§ CG 4-404 Regulations regarding the use of County-owned and other property.

- (a) Definitions. For the purposes of this Subtitle, the following definitions shall apply:

Camp: 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: 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.

- (b) Prohibited acts.

- (1) Unless otherwise authorized by written resolution of the County Commissioners, it is prohibited to inhabit, camp on, ~~tent on, or~~ sleep on or inhabit:

A. -any -roadside of any County road ~~or along any County roadside;~~

B. ~~within the~~ any right-of-way of ~~the a~~ County road;

C. ~~or in~~ any County recreational park ~~or in;~~

D. ~~on or adjacent to~~ any County landing or boat ramp; ~~or~~

E. any other County-owned property-;

F. any school, college, university, or other education institution; or unless specifically authorized by law or resolution of the County Commissioners.

H. any bus stop or transportation facility.

(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 (not to exceed 48 hours), unless specifically authorized in writing 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 written resolution of the County Commissioners.

(4) Storage or use of any personal property or camp paraphernalia within the areas listed in (b)(1) above is prohibited.

A. Personal property or camp paraphernalia stored or used in violation of this Subtitle must be removed within 24 hours of duly-authorized notice being made by an agent of the county.

B. Personal property or camp paraphernalia not removed within 24 hours of notice being made may be removed and disposed of by the County Commissioners or other authorized agents at the owner's expense.

C. Personal property or camp paraphernalia that poses an immediate threat to the health or safety of the public may be immediately removed and disposed of by the County Commissioners or other authorized agents at the owner's expense without notice being made.

~~(cb)~~ Interference with County recreational activities. It is prohibited for any person to interfere with, disrupt, or disturb any recreational activity duly authorized in writing 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.~~

(~~de~~) Rules and regulations regarding County-owned property. The County Commissioners may, by written 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.~~

(~~ed~~) Violations and Penalties.

(1) Violation: Any person who violates the provisions of this Subtitle or any related rules or regulations adopted by the County Commissioners ~~pursuant hereto~~ shall be guilty of a ~~civil infraction~~ misdemeanor. Each day a violation occurs will be considered a separate offense.

(2) Penalty: Any person who violates this Subtitle shall, upon conviction, be fined not more than \$1000, imprisoned for not more than thirty 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 _____, 2025.



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

OFFICE OF THE
 COUNTY COMMISSIONERS
Worcester County
 GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

Weston S. Young, P.E.
 Chief Administrative Officer
 Candace I. Savage, CGFM
 Deputy Chief Administrative Officer
 Roscoe R. Leslie
 County Attorney

March 24, 2025

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

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Frederick Stiehl – Term Ended Dec. 2024 – Ocean Pines Wastewater Adv. Board

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

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

- Harry Hammond – Term Ending – Social Services Advisory Bd.

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

- Kevin Holland – Term Ending – Building Code Appeals Bd.

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

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

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

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

- Joe Schanno – Term Ending – Economic Development
- Stan Cygam - Term Ended Dec. 2024 – Water & Sewer Mystic Harbor
- Keith Swanton -Term Ended Dec. 2021- Water & Sewer Advisory Council, W. Ocean City
- Blake Haley – Term Ended Dec. 2024 - Water & Sewer Advisory Council, W. Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

(5)-Adult Public Guardianship Board -

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(1) -Drug and Alcohol Abuse Council –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

(1) – Solid Waste Advisory Board – Town of Snow Hill (Pruitt)

(1)- Water and Sewer Advisory Council - Mystic Harbour 1- Terms Ended – Stan Cygam

(2)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 2021 – Keith Swanton and Blake Haley

(2- Total): Commission for Women:

(1) Resigned -Elizabeth Rodier - (Fiori), **(1) – Termed Out** – Kimberly List

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>Years of Term(s)</u>
<u>At-Large Members</u>		
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Designee)	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
Matthew Giardina	Knowledgeable on Substance Abuse Issues	24-28
<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

* Appointed to a partial term for proper staggering, or to fill a vacant term

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)	

* = Appointed to fill an unexpired term

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

ITEM 18

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)

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

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1365)

<u>Current Members:</u>	<u>Representing:</u>	<u>Term:</u>
Steven W. Rakow	Ocean Pines	*19-22 Resigned
Richard Ramsay	Snow Hill	*21-22 -27
Martha Bennett	Berlin	19-24

Prior Members: Since 1972

Wilford Showell	Joseph A. Calogero (04-09)
E. Carmel Wilson	Joan Vetare (04-12)
Daniel Trimper, III	Howard G. Jenkins (03-18)
William Smith	Robert D. Rose (*06-17)
William Marshall, Jr.	Larry Fry (*10-14 alt) (14-18)
Richard G. Stone	Richard Thompson (*18-21alt)
Milton Laws	Arlene Page 18-23
W. Earl Timmons	
Hugh Cropper	
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	
Mary Yenney (98-03)	
Walter F. Powers (01-04)	
Grace C. Purnell (96-04)	
George H. Henderson, Jr. (97-06)	

* = Appointed to fill an unexpired term

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

* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator – 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>
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
Mike Wyatt	Town of Pocomoke City		24-28

Prior Members: (Since 1994)

Ron Cascio (94-96)	Frederick Stiehl (05-06)	Rodney Bailey *19
Roger Vacovsky, Jr. (94-96)	Eric Mullins (03-07)	Steve Brown *10-19
Lila Hackim (95-97)	Mayor Tom Cardinale (05-08)	Bob Augustine 16-19
Raymond Jackson (94-97)	William Breedlove (02-09)	Michael Pruitt *15-19
William Turner (94-97)	Lester D. Shockley (03-10)	James Rosenburg (*06-19)
Vernon "Corey" Davis, Jr. (96-98)	Woody Shockley (01-10)	Jamey Latchum *17-19
Robert Mangum (94-98)	John C. Dorman (07-10)	Hal Adkins (*20-21)
Richard Rau (94-96)	Robert Hawkins (94-11)	Mike Poole (11-22)
Jim Doughty (96-99)	Victor Beard (97-11)	Michelle B-El Soloh (*19-24)
Jack Peacock (94-00)	Mike Gibbons (09-14)	
Hale Harrison (94-00)	Hank Westfall (00-14)	
Richard Malone (94-01)	Marion Butler, Sr. (00-14)	
William McDermott (98-03)	Robert Clarke (11-15)	
Fred Joyner (99-03)	Bob Donnelly (11-15)	
Hugh McFadden (98-05)	Howard Sribnick (10-16)	
Dale Pruitt (97-05)	Dave Wheaton (14-16)	
	Wendell Purnell (97-18)	
	George Tasker (*15-20)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27
Aaron Lovegrove	Landings	25-29
Charles Crawford	Landings	25-29
Gerry Horner	Landings	25-29
Kevin Kinsey	Landings	25-29
Richard Edwards	Glenriddle	25-29

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)	Martin Kwesko (13-21)
Buddy Jones (06-08)	Richard Jendrek (05-22)
Lee Trice ^C (05-10)	Joseph Weitzell (05-22)
W. Charles Friesen ^C (05-13)	Bruce Burns (19-23)
Alma Seidel (08-14)	David Dypsky (*10-24)
Gerri Moler (08-16)	
Mary Martinez (16-18)	

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

**WATER AND SEWER ADVISORY COUNCIL
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)

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25
Gail Fowler	West Ocean City	99-23-27
Deborah Stanley	West Ocean City	95-23-27

Prior Members: (Since 1993)

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

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

Contact: 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>
Kimberly List	D-7, Mitrecic	Ocean City	18- 21-24
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
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
Michelle Goad	D-1, Abbott	Pocomoke City	25-28

Prior Members: Since 1995

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

* = Appointed to fill an unexpired term

^c = Charter member



Worcester County Administration

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

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Candace Savage, Deputy Chief Administrative Officer
 DATE: March 06, 2025
 SUBJECT: Worcester County Public Hearings – Amendments to Worcester County Water and Sewerage

.....
 Please publish the notice below in *The Salisbury Daily Times* and *Ocean City Digest/Ocean City Today Dispatch* on March 13, 2025 and March 20, 2025. Thank you.

**Notice of Public Hearing
 Amendment to Worcester County
 Water and Sewerage Plan
 Ocean Downs Sanitary Area
 Mystic Harbour Sanitary Area -
 Riddle Farm Sanitary Area
 Berlin, Maryland**

The Worcester County Commissioners will hold public hearings to consider applications filed by the Department of Environmental Programs. The first amendment, for the Ocean Downs Casino, seeks to revise water system in the *Master Water and Sewerage Plan (The Plan)*. Those changes would include a revision to a water service map and a revised water system for the casino. The Casino desires to replace their existing 100,000-gallon elevated steel water tank with a 150,000 gallon bolted steel ground-level storage tank. The second amendment seeks to revise certain water and wastewater system informational items for proposed capital projects in *The Plan* with the addition of Capital Projects and planned interconnection projects to *The Plan* without a change of the previously approved water and sewer boundaries. The Department of Public Works proposes to revise certain water system informational items in *The Plan*. Those changes would include the addition of the following capital projects 1) Interconnection of the Mystic Harbour and Riddle Farm water systems with the Herring Creek Water Main Interconnection; 2) Mystic Harbour Treated Effluent to Riddle Lagoon; 3) Sunset Avenue Relief Sewer; and 4) Mystic Harbour Water Plant and Building Rehabilitation. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendments at their meeting of February 6, 2025, and found them to be consistent with the Worcester County Comprehensive Plan.

The **public hearing** on these applications will be held on:

**Tuesday, April 1, 2025
 at 10:30 A.M.**
 in the
 Commissioners' Meeting Room
 Room 1101 – Government Center
 One West Market Street
 Snow Hill, Maryland 21863

the County website at: online at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

DRAFT RESOLUTION NO. 25- ____**RESOLUTION AMENDIN THE COMPREHENSIVE WATER AND SEWERAGE PLAN
FOR WORCESTER COUNTY FOR OCEAN DOWNS SANITARY AREA**

WHEREAS, the County Commissioners of Worcester County, Maryland adopted a comprehensive water and sewerage plan for the County on August 23, 1994, pursuant to Section 9-503 of the Environment Article of *The Annotated Code of Maryland*; and

WHEREAS, the County Commissioners have proposed to amend the *Worcester County Comprehensive Water and Sewerage Plan* to provide for the seeks to revise water system information for the Ocean Downs in the *Water and Sewerage Plan (The Plan)*. Those changes would include a revision to a water service map and a revised water system for the casino in the replacement of their water tower; and

WHEREAS, the Worcester County Planning Commission, at their February 6, 2025 meeting, reviewed the amendment application to the Worcester County Water and Sewerage Plan and found the proposal consistent with the *Worcester County Comprehensive Development Plan*; and

WHEREAS, the County Commissioners held a public hearing April 1, 2025 to hear public comment on this amendment to the *Worcester County Comprehensive Water and Sewerage Plan*; and

WHEREAS, as a result of their investigation and evaluation of the proposal per the provisions of Section 9-503 et. seq. of the Environmental Article of *The Annotated Code of Maryland*, the Commissioners have determined that the proposed amendment to the *Worcester County Comprehensive Water and Sewerage Plan* to amend water system information for the Ocean Downs Sanitary Service Area, is desirable.

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

1. *The Comprehensive Water and Sewerage Plan* for Worcester County is hereby amended as specified in the proposal of Robert Mitchell on behalf of the Ocean Downs Sanitary Service Area to revise water system information service for Ocean Downs in the *Plan*. This amendment will confirm the casino desires to replace their existing 100,000 gallon elevated steel water tank with a 150,000 gallon bolted steel ground-level storage tank with associated infrastructure.
2. Revisions in the *Plan* will include a revised water system Page No. 3-46 and a revised Figure No. 3-8.

AND BE IT FURTHER RESOLVED that this proposed amendment to the *Worcester County Comprehensive Water and Sewerage Plan* shall be forwarded to the Maryland Department of the Environment (MDE) for their review and approval in accordance with the provisions of Section 9-507 of *The Annotated Code of Maryland* and that this amendment shall be officially incorporated into the *Worcester County Comprehensive Water and Sewerage Plan* upon approval by MDE.

DRAFT RESOLUTION NO. 25- ____**RESOLUTION AMENDIN THE COMPREHENSIVE WATER AND SEWERAGE PLAN
FOR WORCESTER COUNTY FOR MYSTIC HARBOUR SANITARY SERVICE AREA
AND RIDDLE FARM SANITARY SERVICE AREA**

WHEREAS, the County Commissioners of Worcester County, Maryland adopted a comprehensive water and sewerage plan for the County on August 23, 1994, pursuant to Section 9-503 of the Environment Article of *The Annotated Code of Maryland*; and

WHEREAS, the County Commissioners have proposed to amend the *Worcester County Comprehensive Water and Sewerage Plan* to provide for revision of certain water and wastewater informational items and the addition of capital projects. The amendment will also provide for interconnection of public water systems between Mystic Harbour and Riddle Farm to add redundancy for maintenance purposes and special circumstances and well as to provide for an interconnection for a treated effluent force main between Mystic Harbour and Riddle Farm for additional storage in the Riddle lagoon and irrigation area access in the Riddle Farm spray fields; and

WHEREAS, the Worcester County Planning Commission, at their February 6, 2025 meeting, reviewed the amendment application to the Worcester County Water and Sewerage Plan and found the proposal consistent with the *Worcester County Comprehensive Development Plan*; and

WHEREAS, the County Commissioners held a public hearing April 1, 2025 to hear public comment on this amendment to the *Worcester County Comprehensive Water and Sewerage Plan*; and

WHEREAS, as a result of their investigation and evaluation of the proposal per the provisions of Section 9-503 et. seq. of the Environmental Article of *The Annotated Code of Maryland*, the Commissioners have determined that the proposed amendment to the *Worcester County Comprehensive Water and Sewerage Plan* for revision of certain water and wastewater informational items and the addition of capital projects as well as the provision of a water system interconnection and a treated effluent interconnection between the Mystic Harbor and Riddle Farm Water and Sewer Planning Areas, is desirable.

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

1. *The Comprehensive Water and Sewerage Plan* for Worcester County is hereby amended as specified in the proposal of Robert Mitchell on behalf of the Mystic Harbor and Riddle Farm Water and Sewer Planning Areas to revise certain water and wastewater informational items and the addition of capital projects *Plan*.
2. The informational updates would include the addition of the following capital projects:
 - a. Interconnection of the Mystic Harbour and Riddle Farm water systems with the Herring Creek Water Main Interconnection
 - b. Mystic Harbour Treated Effluent to Riddle Lagoon
 - c. Sunset Avenue Relief Sewer
 - d. Mystic Harbour Water Treatment Plant (WTP) and Building Rehab
3. The proposed upgrades to the Mystic Harbour WTP includes updating the controls, with chemical feed and automation equipment will also be updated providing a more reliable

- treatment operations and increased water quality. These upgrades would allow the plant to automatically adjust during the daily variation seen during the peak summer months. Corroded and deteriorating metal filter units will be rehabbed as part of this project.
4. The Sunset Avenue Relief Sewer project is to install 2,685 feet of 6" forcemain underneath Sunset Ave and Golf Course Rd in order to provide redundant collection system infrastructure to prevent backups and potential overflow of the sewer system in West Ocean City (WOC).
 5. The third project is a planned interconnection of the Mystic Harbour and Riddle Farm Water Systems via a Route shown on proposed Map 3-14a. The proposed project will interconnect the Mystic Harbour and Riddle water service areas, providing a redundant water source supply for the Riddle Farm area which is already interconnected with Ocean Pines. This addition will further provide resiliency to all such interconnected water service areas.
 6. The fourth project is a planned interconnection between the Mystic Harbour treated effluent force main and the Riddle Lagoon that holds treated effluent for irrigation of the Riddle Farm golf courses and rough and areas. That route is shown on proposed Map 4-14a, and is a denied access line designated only to transport treated effluent between the Mystic and the Riddle service areas. By installing a connection from Mystic Harbour WWTP to Riddle Farm Lagoon, the system will have an additional discharge location that will reduce the need for use of injection wells. In addition, it will provide an additional irrigation water source for the Riddle golf courses in lieu of pumping groundwater from wells, which is still done to provide supplemental water to the golf courses.
 7. Amendment language will be added to *The Plan* as part of Section 3.2.4, "Mystic Harbour Water System" and Section 3.2.19 "Riddle Farm Water System":
 "An interconnection will be made to interconnect the Mystic Harbour and Riddle Farm water systems. This pipeline will extend from an existing water main on Old Bridge Road (Rt. 707) under Herring Creek and continue westward on the south side of Rt 50, until reaching the eastward extent of the Riddle water distribution system. A secondary connection will be made thru the eastern entrance of the Riddle Farm community to a connection point at the Maid at Arms Lane intersection. This will be shown on proposed Map 3-14 a. The intent of the interconnection is not to add new users or increase the service areas of either planning area. The purpose is to add redundancy for maintenance purposes and special circumstances. With the prior Riddle Farm- Ocean Pines interconnection, this will further provide system resiliency to all the surrounding areas. Any future amendments to *The Plan* should be carefully examined to decide whether existing or planned development would be appropriate to be served by the interconnected systems."
 8. Amendment language will be added to The Plan as part of Section 4.4.2, "Mystic Harbour Sewer System" and Section 4.4.10 "Riddle Farm Sewer System":
 " An interconnection will be made for treated wastewater effluent via force main between the Mystic Harbour WWTP and the Riddle Farm Treated Effluent Lagoon. The route will be from the Mystic Harbour treated effluent force main on Stephan Decatur Highway (Rt 611) and the Riddle Farm Treated Effluent in the Riddle Farm community. This route will be shown on proposed Map 4-14a. The line will exclusively be for treated effluent transmission and will be a denied access line that will have no connections along the planned route. The intent of the interconnection is not to add to the new users or increase the service areas of each planning area. This project is planned to accommodate the full capacity of the Mystic Harbour wastewater treatment plant with Riddle's underutilized spray system and the limitations placed on the Mystic plant's outfalls by limits for surface irrigation and reduced efficiencies of the shallow injection wells."

WSY 03/04/25



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:** **Public Hearing Notice**
Ocean Downs
Water Tower Replacement
SW-2024-01**Date:** 2/24/25

The Planning Commission met on February 6, 2025, and reviewed this amendment application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment for a revision to the water storage facilities for the Ocean Downs Casino in *The Plan*.

The applicant proposes to revise certain water system informational items in *The Plan*. Those changes would include: revision to a water service map and a revised water system for the casino. For the property's water storage facilities, the Casino desires to replace their existing 100,000 gallon elevated steel water tank with a 150,000 gallon bolted steel ground-level storage tank.

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to make the small changes within *The Plan* for the subject property.

I have forwarded a draft advertisement for this joint hearing to County Administration under separate cover. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Environmental Program's transmittal letter and staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on February 6, 2025



Worcester County
Department of Environmental Programs

January 28, 2025

Worcester County Planning Commission
Worcester County Courthouse
1 West Market Street, Room 1201
Snow Hill, MD 21863

RE: Transmittal-Draft Comprehensive Water and Sewerage Plan Amendment – Ocean Downs – Water Tower Replacement (SW-2024-01)

Dear Commissioners

We are forwarding a proposed amendment to the *Comprehensive Plan for Water and Sewerage Systems, Worcester County, Maryland* (“Plan”) for your review upon your request due to their application to replace their existing tank. This proposal is for a revision to the water storage facilities for the Ocean Downs Casino in *The Plan*.

The applicant proposes to revise certain water system informational items in *The Plan*. Those changes would include: revision to a water service map and a revised water system for the casino. All of the pages revised and needed for insertion are attached.

For the property’s water storage facilities, the Casino desires to replace their existing 100,000 gallon elevated steel water tank with a 150,000 gallon bolted steel ground-level storage tank.

The proposed property is an existing horse racetrack and state licensed casino facility with unoccupied commercial-zoned land occupying a portion of the southern part of the property. They are currently served by onsite sewer and private water. The property is currently zoned A-2, with the southernmost portion of the property zoned C-2.

Citizens and Government Working Together

Comprehensive Plan Policies

The Comprehensive Plan designates the entire property area designated for improvements as Agriculture. We would note, however, the entire Ocean Downs property is designated as a Priority Funding Area in recognition of its status as an area for employment in Worcester County. The unique history and nature of the various approvals for Ocean Downs virtually ensures that no such similar facility would or could be built today in an agriculturally zoned and designated area.

Agriculture is defined (p. 18) as follows:

- This category designates that this category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted.

Additional *Comprehensive Plan* references include:

Chapter One, “Introduction” states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p. 8).

Chapter Three, “Natural Resources” states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p. 33).

Chapter Six, “Public Infrastructure” states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p. 70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).

Staff's Comments

EP Staff's comments are submitted below for your consideration.

1. The updates to references to the Ocean Downs and figure will provide *The Plan* with an accurate and up to date picture of the water infrastructure and the planned upgrades they contemplated to maintain constructed facilities.

2. The planning area's comprehensive plan designations and zoning permits the proposed improvements. Any construction in the planning area would be required to meet the provisions of the storm water program and other county and state requirements.
3. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning.

We have enclosed all of the planned additions to *The Plan* for your use. If you need further information, please contact us.

Sincerely,



Robert J. Mitchell, LEHS, REHS/RS
Director

Attachments

cc: Ocean Downs SW-2024-01 Amendment File

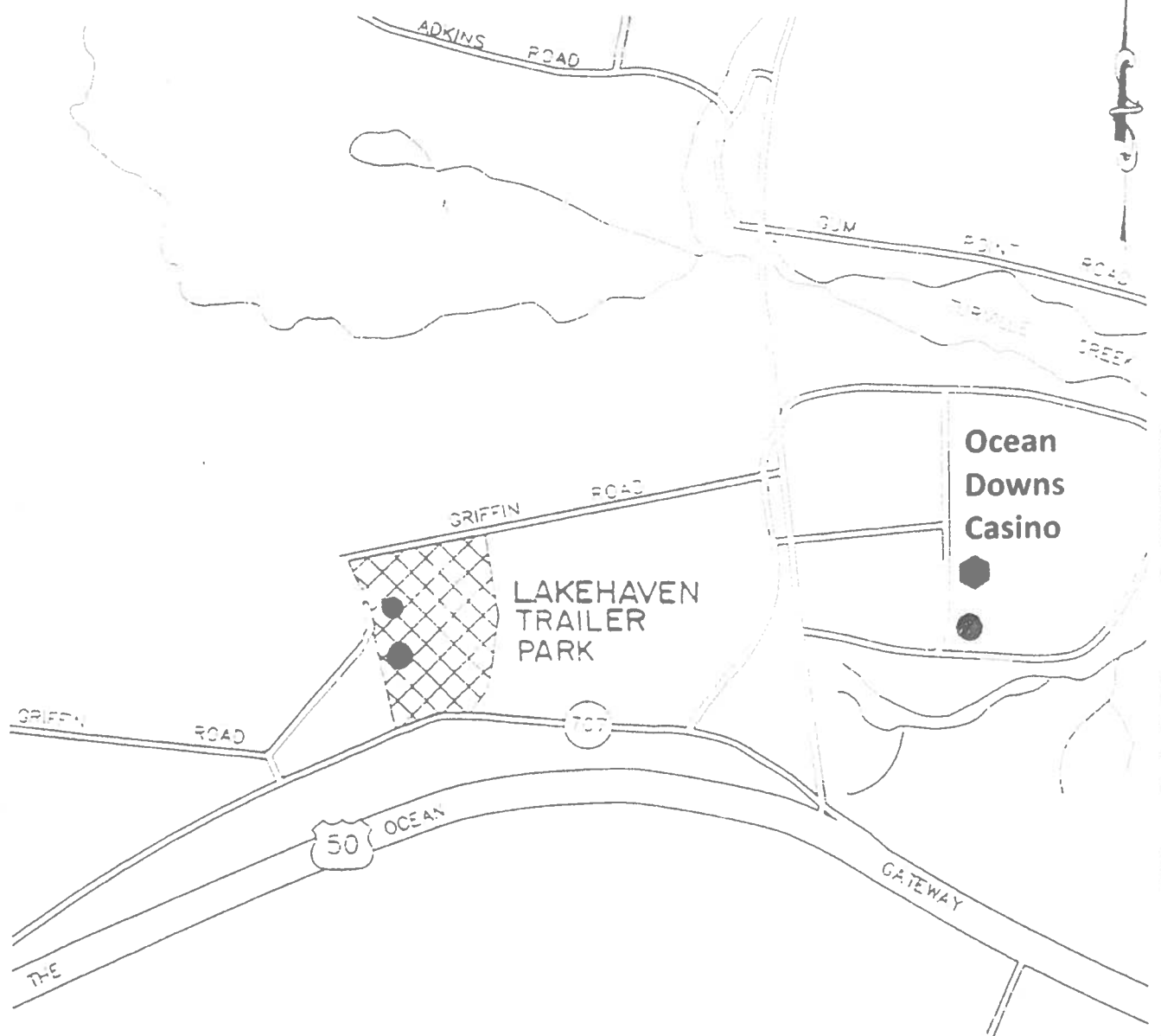
Attachment 1

Plan Page Changes Proposed

**Revised Page 3-46
Revised Figure 3-8**

EXISTING WATER SYSTEMS

SYSTEM NAME	DELMARVA DOWNS		
AREA SERVED			
OWNED BY	Ocean Downs Casino		
OPERATED BY			
POPULATION	2010	2020	2030
SERVED (EDU)			
UNSERVED (EDU)			
GPCD (EDU)			
CAPACITY (MGD)			
DEMAND	0.01	0.01	0.01
PLANNED	0.01	0.01	0.01
PRODUCTION WELL(S)			
WELL NUMBER	28 (W067G1005)	29 (W067G105)	
AQUIFER	PLEISTOCENE	PLEISTOCENE	POCCOMOKE
LOCATION	193,538,1324,758	194,1326	
DEPTH (FEET)	100	97-96	210
DIAMETER (")	6"	4-4	8"
MAX YIELD (GPM)		200-65	
PUMPING CAPACITY	70	50-50	
WATER QUALITY	UNKNOWN		
TREATMENT PLANT(S)			
TYPE	NONE		
LOCATION			
RATED CAPACITY			
AVG PRODUCTION			
MAX PEAK FLOW			
STORAGE CAPACITY	1-150,000 gal ground storage tank		
SLUDGE DISPOSAL			
COMMENTS			
EXPANSION PLANS			
PROBLEMS			
PLANNED IMPROVEMENTS			
AGREEMENTS, POLICIES			
ALLOCATION			



1200 0 600 1200
SCALE : 1" = 1200'

CATEGORIES

	W - 1	EXISTING & PLANNED SYSTEM
	W - 2	UP TO 5 YEARS
	W - 3	5 TO 10 YEARS

LEGEND

ITEM	EXISTING	PROPOSED
WATER TREATMENT PLANT		
WATER STORAGE TANK		
WELL & PUMP		

GRAY'S CORNER & ENVIRONS
WATER SERVICE AREA

WORCESTER COUNTY
COMPREHENSIVE WATER
AND SEWERAGE PLAN

CONSULTING ENGINEERS AND SURVEYORS
Andrews, Miller & Assoc., Inc.
508 MARYLAND AVENUE • CAMBRIDGE, MARYLAND • 21613
PHONE (301) 228-1117 Revised

DATE: JUNE, 1990

FIGURE NO. 3-8

IV. Comprehensive Water and Sewerage Plan Amendment

- D. As the next item of business, the Planning Commission reviewed an application associated to amend information for the Ocean Downs Casino in the *Master Water and Sewerage Plan (The Plan)*. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission.

Mr. Mitchell explained that the casino requests to revise certain water system informational items in *The Plan*. Those changes would include: revision to a water service map and a revised water system for the casino. He detailed that the Casino desires to replace their existing 100,000-gallon elevated steel water tank with a 150,000 gallon bolted steel ground-level storage tank

Mr. Mitchell further explained the subject property is an existing horse racetrack and state-licensed casino facility with unoccupied commercial-zoned land occupying a portion of the southern part of the property. They are currently served by sewer from Ocean Pines and private water. The property is currently zoned A-2, with the southernmost portion of the property zoned C-2.

The Planning Commission members did have a few comments. Mr. Church and Ms. Ott asked about the distinctive style of the elevated tank. Mr. Mitchell responded that perhaps the casino felt that the older tank was better placed as a ground level tank. Mr. Barbierri asked about fire flow now that the tower would not be elevated and Mr. Mitchell said pumps were provided as part of this planned construction.

Following the discussion, a motion was made by Ms. Wimbrow, seconded by Ms. Ott, to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was unanimous.

WSY 03/04/25



Worcester County Department of Environmental Programs

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

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

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer**From:** Robert J. Mitchell, LEHS, REHS/RS
Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "R. Mitchell", written over the name and title of the sender.

Subject: Public Hearing Notice
Mystic Harbour
Addition of Capital Projects and Planned Interconnection
Projects
SW-2024-02**Date:** 2/24/25

The Planning Commission met on February 6, 2025, and reviewed this amendment application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment for the Addition of Capital Projects and Planned Interconnection Projects to *The Plan* without a corresponding change of the previously approved water and sewer boundaries, for your review and comment to the County Commissioners.

The applicant proposes to revise certain water and wastewater system informational items in *The Plan*. Those changes would include the addition of the following capital projects:

1. Interconnection of the Mystic Harbour and Riddle Farm water systems with the Herring Creek Water Main Interconnection
2. Mystic Harbour Treated Effluent to Riddle Lagoon
3. Sunset Avenue Relief Sewer
4. Mystic Harbour Water Plant and Building Rehab

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to make the changes within *The Plan* for the addition of the subject projects.

I have forwarded a draft advertisement for this joint hearing to County Administration under separate cover. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. Environmental Program's transmittal letter and staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on February 6, 2025



Worcester County
Department of Environmental Programs

January 29, 2025

Worcester County Planning Commission
Worcester County Courthouse
1 West Market Street, Room 1201
Snow Hill, MD 21863

RE: Transmittal-Draft Comprehensive Water and Sewerage Plan Amendment – Mystic Harbour
– Addition of Capital Projects and Planned
Interconnection Projects
(SW-2024-02)

Dear Commissioners

We are forwarding a proposed amendment to the *Comprehensive Plan for Water and Sewerage Systems, Worcester County, Maryland* ("Plan") for your review of an amendment for the Addition of Capital Projects and Planned Interconnection Projects to *The Plan* without a change of the previously approved water and sewer boundaries, for your review and comment to the County Commissioners.

The applicant proposes to revise certain water system informational items in *The Plan*. Those changes would include the addition of the following capital projects:

1. Interconnection of the Mystic Harbour and Riddle Farm water systems with the Herring Creek Water Main Interconnection
2. Mystic Harbour Treated Effluent to Riddle Lagoon
3. Sunset Avenue Relief Sewer
4. Mystic Harbour Water Plant and Building Rehab

The applicant proposes to revise certain water and sewer system informational items in *The Plan*. Those changes would include: revisions to plant equipment and interconnecting infrastructure in *the Plan*.

The rehab of the Mystic Harbour water plant and building is being conducted due to the Mystic Harbour WTP has exceeded secondary treatment levels due to antiquated filtration treatment and

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controls. A major deficiency in the plant's water quality treatment arises from the chemical feed system. The appropriate chemical is required to precipitate out iron and manganese prior to filtration and also to maintain the appropriate pH of the system to allow the filtration system to perform properly. With the proposed upgrades to the Mystic Harbour WTP the controls, chemical feed and automation will be updated providing a more reliable treatment operations and increased water quality. These upgrades would allow the plant to automatically adjust during the daily variation seen during the peak summer months. Corroded and deteriorating metal filter units will be rehabbed to prevent a possible widespread system failure.

The second proposed project is to install 2685 feet of 6" forcemain underneath Sunset Ave and Golf Course Rd in order to prevent backups and potential overflow of the sewer system in West Ocean City (OC). The Mystic Harbour WWTP is owned and operated by Worcester County, MD and is located on Maryland Route 611 (Stephen Decatur Highway) approximately 300-feet south of the intersection with Sunset Avenue. When the Mystic WWTP sends effluent to the West OC sewer service area, the existing sewer is pressed to handle the flow, especially during peak flow periods, and the sewer begins to back up with the potential to overflow. The disposal alternative of discharging to the West OC sewer is critical for operations of the Mystic WWTP. This project will allow the County to maintain suitable operations at the Mystic WWTP and have alternative disposal options with conditions that don't allow land application without violating permit limits.

The third project is a planned interconnection of the Mystic Harbour and Riddle Farm Water Systems via a Route shown on attached Map 3-14a. Operation of the Riddle Farm WTP has always been problematic due to high iron backwash water being sent to the onsite WWTP which the associated WWTP membranes struggle to treat the iron sludge. As a result, in 2011 Worcester County, MD installed an interconnection between the Ocean Pines. Currently, the Riddle WTP is offline and the interconnection with Ocean Pines water service area is providing the only reliable water source for the Riddle water service area. During peak seasonal high use periods, pressures and water shortages have been a concern when relying on the Ocean Pines infrastructure only for the sole water source. Riddle community has experienced low pressure and Ocean Pines water sources are pushed to max run times to meet seasonal high use. The proposed project will consolidate the Mystic Harbour and Riddle water service areas providing a redundant water source supply for the Riddle Farm community. In addition, this will interconnect Ocean Pines and Mystic Harbour, further providing redundancy to all surrounding service areas.

The fourth project is a planned connection between the Mystic Harbour Treated Effluent and the Riddle Lagoon that holds treated effluent for irrigation of the Riddle Farm golf courses and rough areas. That route is shown on attached Map 4-14a, and is a denied access line designated only to transport treated effluent between the Mystic and the Riddle service areas. Limited discharge capacity at a WWTP can pose a public health concern and safety hazard with overloading wastewater effluent into the groundwater where it surfaces and does not drain properly through the soils. The Mystic WWTP is surrounded by residential communities and businesses. One of the main disposal methods at the Mystic Harbour WWTP besides the golf course spray is injection wells that at times cannot handle the amount pf effluent capacity needed to dispose of from the treatment plant. While we have the third outfall in Ocean City's WWTP through the West Ocean City Service Areas, this injection well condition has the potential to

contaminate the groundwater and flood into surrounding properties or waterways. With increased storm events and possible sea level rise, the WWTP injection well site is often subject to flooding which further impacts the ability to use this disposal method. By installing a connection from Mystic Harbour WWTP to Riddle Farm Lagoon, the system will have an additional discharge location that will reduce the need for use of injection wells, which currently exhibit high groundwater levels. In addition, it will provide an additional irrigation water source for the Riddle golf courses in lieu of pumping groundwater from wells, which is still done to provide supplemental water to the golf courses.

All of the pertinent tables and informational items in the Plan for Mystic Harbour and Riddle Farm will be updated to reflect these projects.

Comprehensive Plan Policies

The Comprehensive Plan designates the planned S-1 and W-1 areas within the Mystic and Riddle Farm Planning Areas designated for improvements as Commercial Center or Existing Developed, save the denied access portion of the force main connecting Mystic's treated effluent force main and the Riddle Lagoon. As no planned expansions or upgrades of S-3 or W-3 mapped areas are contemplated within this amendment, the improvements will be taking place solely within those two Land Use designations.

Additional *Comprehensive Plan* references include:

Chapter One, "Introduction" states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p. 8).

Chapter Three, "Natural Resources", under Total Maximum Daily Loads (TMDLs) states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).
- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources...clean surface and ground water (p. 33).
- Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list (p. 33).

Chapter Six, "Public Infrastructure" states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p. 70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).

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- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).

Staff's Comments

EP Staff's comments are submitted below for your consideration.

1. The Water Resources Element (WRE) amendment to the Comprehensive Plan completed in 2011, calls for projects such as these within their recommendations. Specifically, regarding the interconnection of the water systems, the WRE recommended under Section 2.5 that we interconnect water systems to the maximum extent that was feasible. Regarding wastewater, under 3.7 we were to undertake feasibility studies, where necessary, to determine best operational practices to meeting community needs and nutrient caps. That is exactly what the studies have determined is the best course of action for these systems.

2. The following amendment language is recommended to be added to The Plan as part of Section 3.2.4, "Mystic Harbour Water System" and Section 3.2.19 "Riddle Farm Water System":

"An interconnection will be made to interconnect the Mystic Harbour and Riddle Farm water systems. This pipeline will extend from an existing water main on Old Bridge Road (Rt. 707) under Herring Creek and continue westward on the south side of Rt 50. until reaching the eastward extent of the Riddle water distribution system. A secondary connection will be made thru the eastern entrance of the Riddle Farm community to a connection point at the Maid at Arms Lane intersection. This will be shown on proposed Map 3-14 a."

"The intent of the interconnection is not to add new users or increase the service areas of either sanitary area. The purpose is to add redundancy for maintenance purposes and special circumstances. With the prior Riddle Farm- Ocean Pines interconnection, this will further provide redundancy to all the surrounding areas. Any future amendments to *The Plan* should be carefully examined to decide whether existing or planned development would be appropriate to be served by the interconnected systems."

3. The following amendment language is recommended to be added to *The Plan* as part of Section 4.4.2, "Mystic Harbour Sewer System" and Section 4.4.10 "Riddle Farm Sewer System":

"An interconnection will be made for treated wastewater effluent via force main between the Mystic Harbour WWTP and the Riddle Farm Treated Effluent Lagoon. The route will be from the existing force main between the Mystic Harbour treated effluent force main on Stephan Decatur Highway (Rt 611) and the Riddle Farm Treated Effluent in the Riddle Farm community. This route will be shown on proposed Map 4-14a."

"The line will exclusively be for treated effluent transmission and will be a denied access line that will have no connections along the planned route. The intent of the interconnection is not to add to the new users or increase the service areas of each sanitary area. This project is planned to accommodate the full capacity of the Mystic

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Harbour wastewater treatment plant with Riddle's underutilized system and the limitations placed on the Mystic plant's outfalls by limits for surface irrigation and reduced efficiencies of the shallow injection wells."

4. The planning area's comprehensive plan designations and zoning permits the proposed improvements. Any construction in the planning area would be required to meet the provisions of the storm water program and other county and state requirements.
5. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning. The Project does not propose to serve any additional parcels outside the Mystic Harbour or Riddle Farm Sanitary Service Areas.

If you need further information, please contact us.

Sincerely,



Robert J. Mitchell, LEHS, REHS/RS
Director

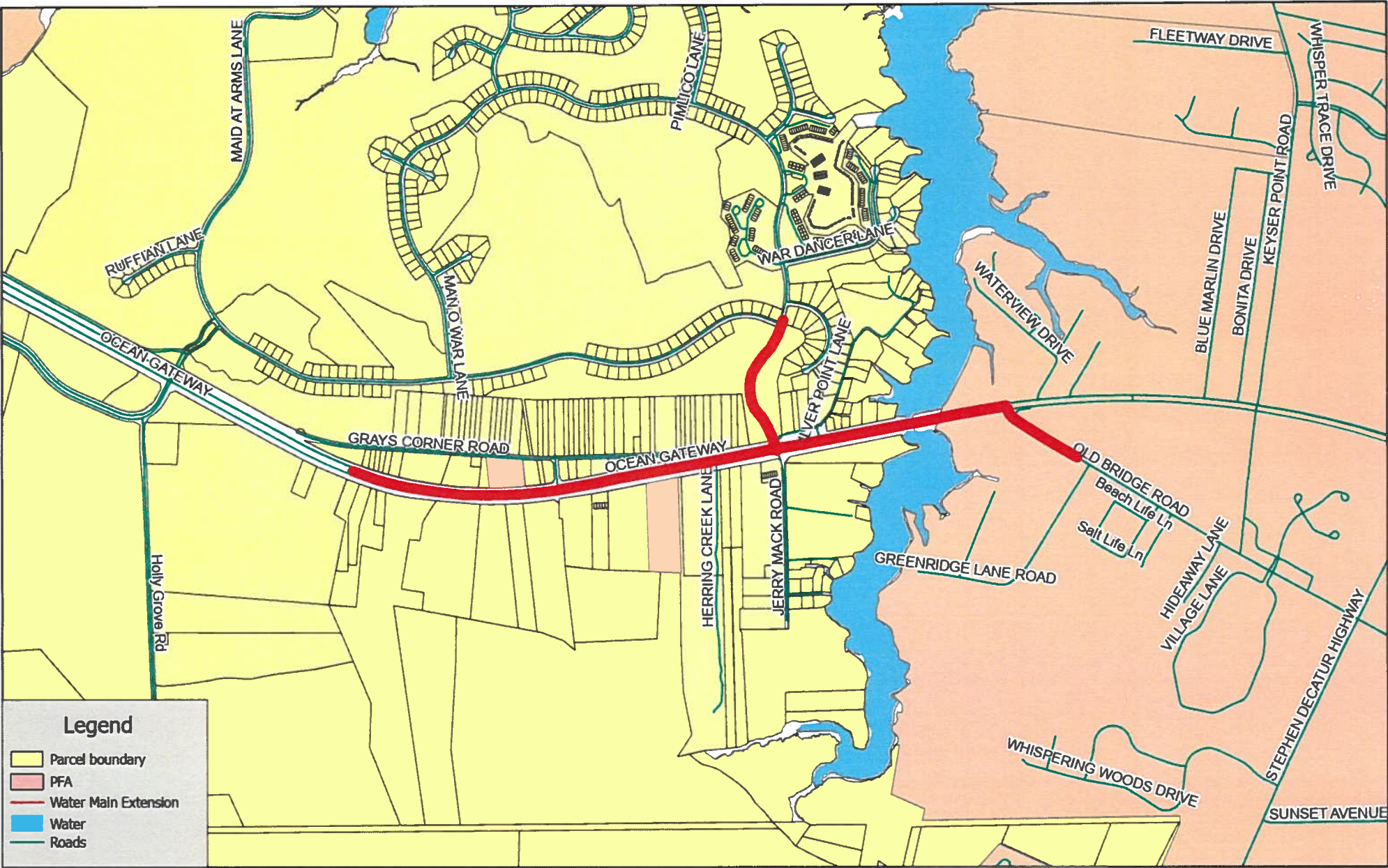
Attachments

cc: Mystic Harbour SW-2024-02 Amendment File

Attachment 1

Maps

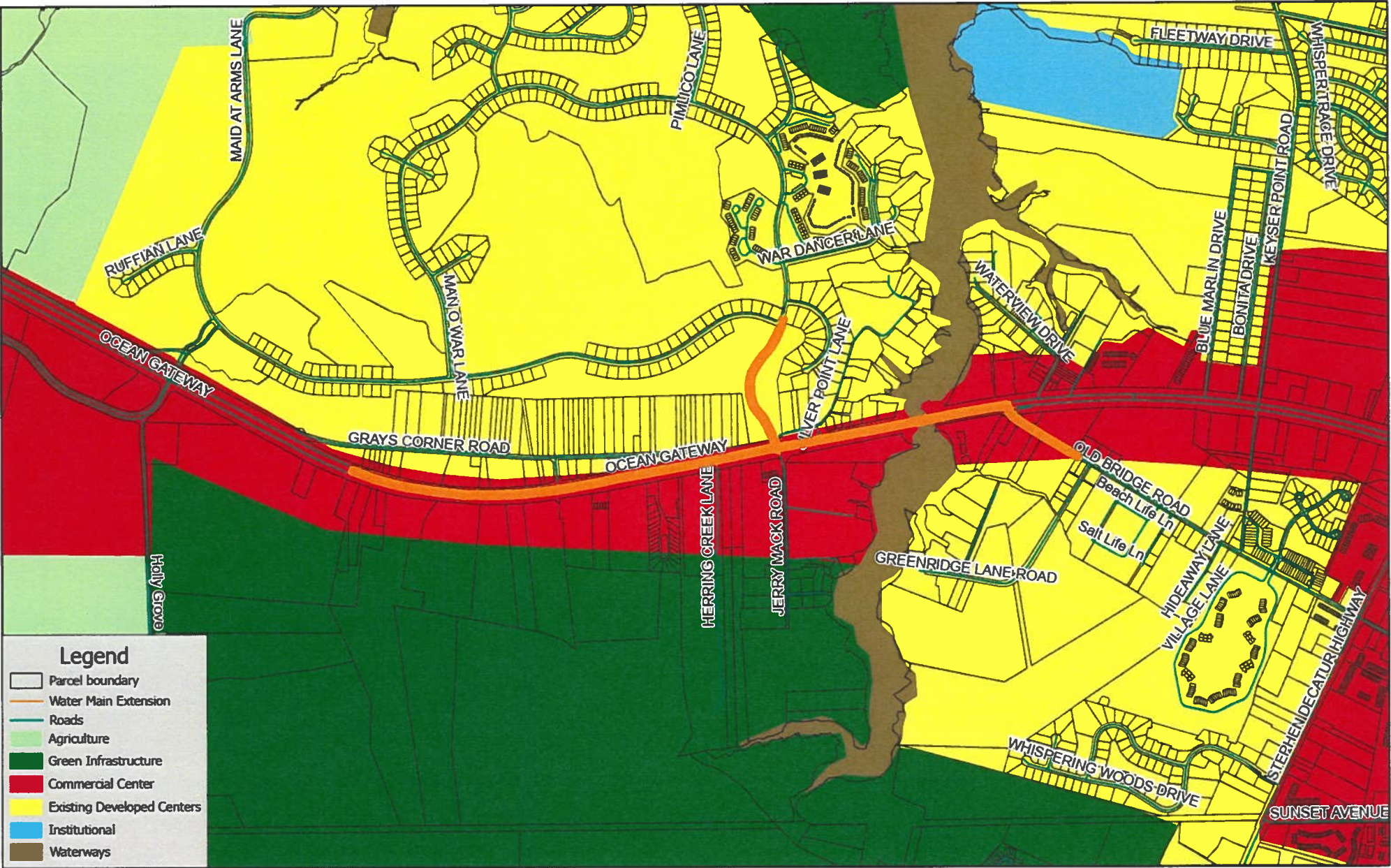
Herring Creek Water Interconnection



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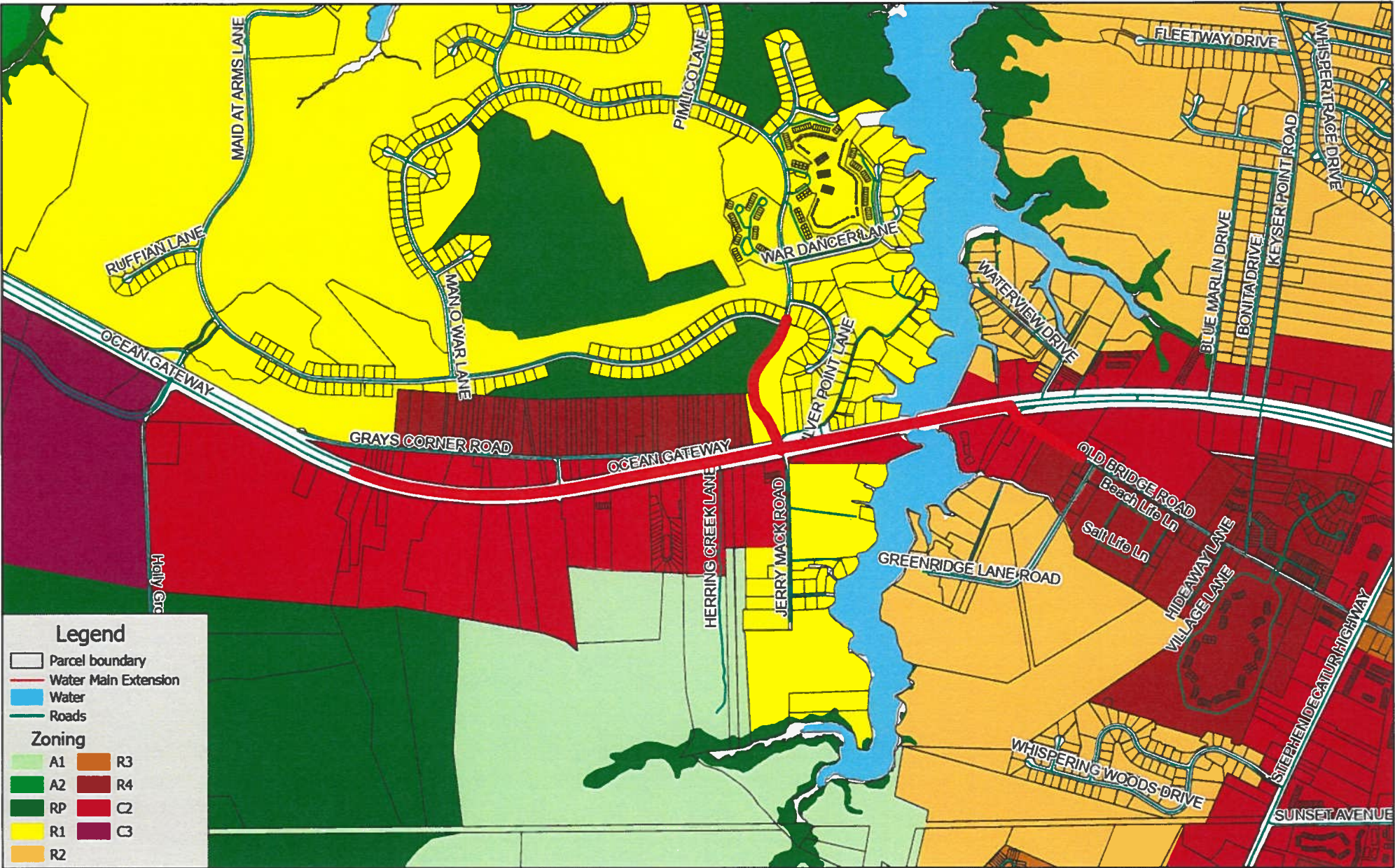
Proposed
Map 3-14 a

Herring Creek Water Interconnection



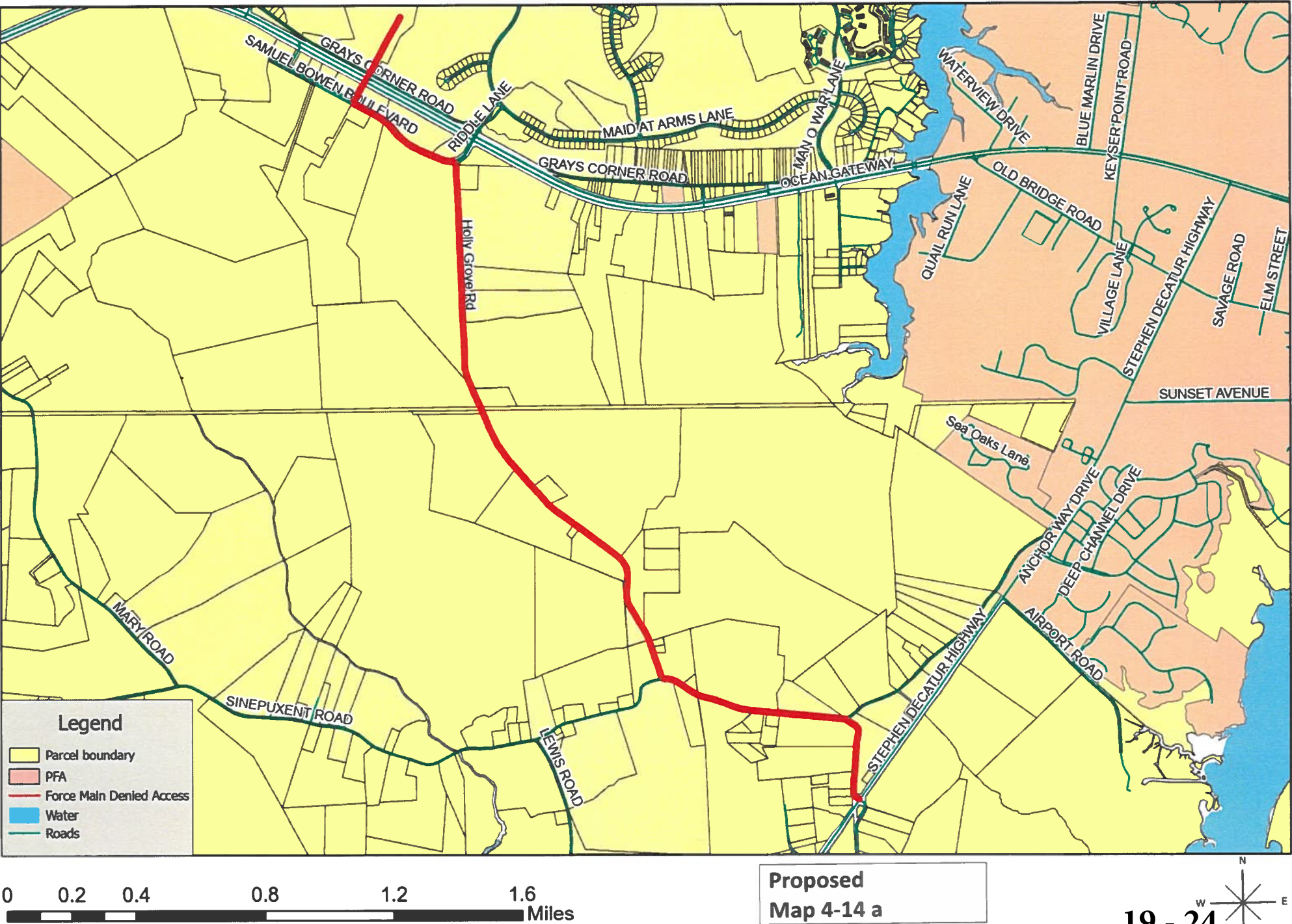
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Herring Creek Water Interconnection

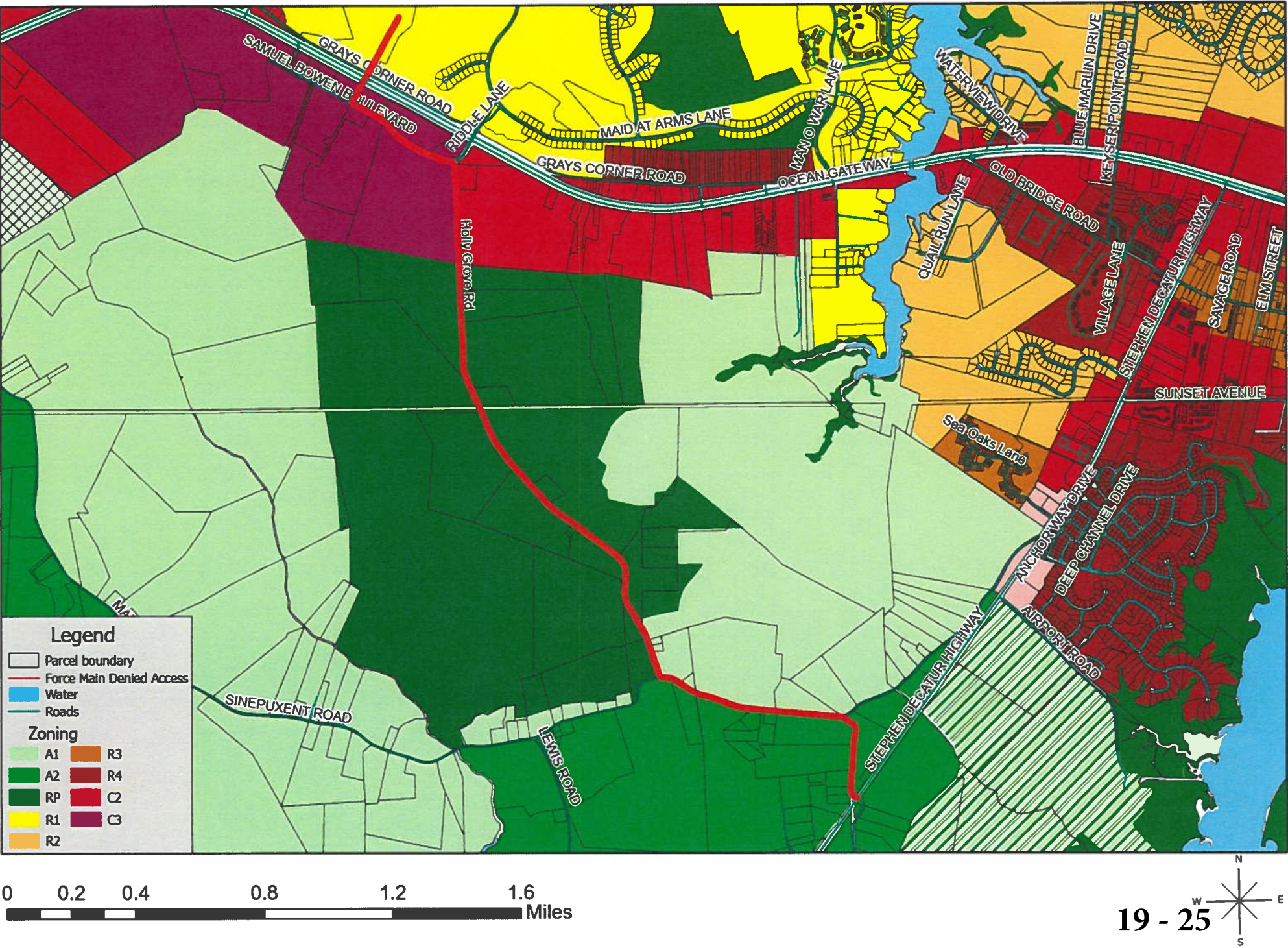


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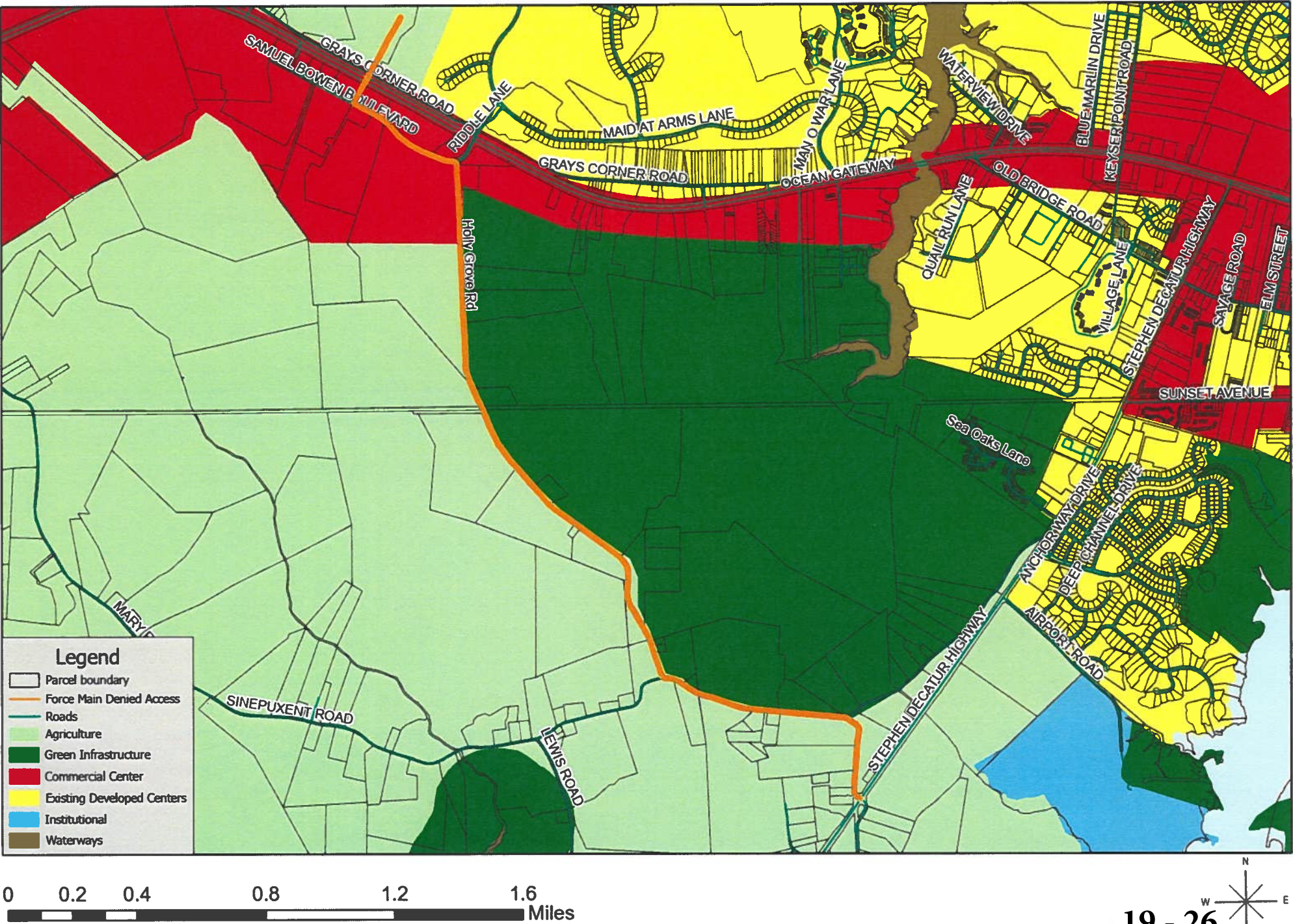
Effluent To Riddle Lagoon



Effluent To Riddle Lagoon

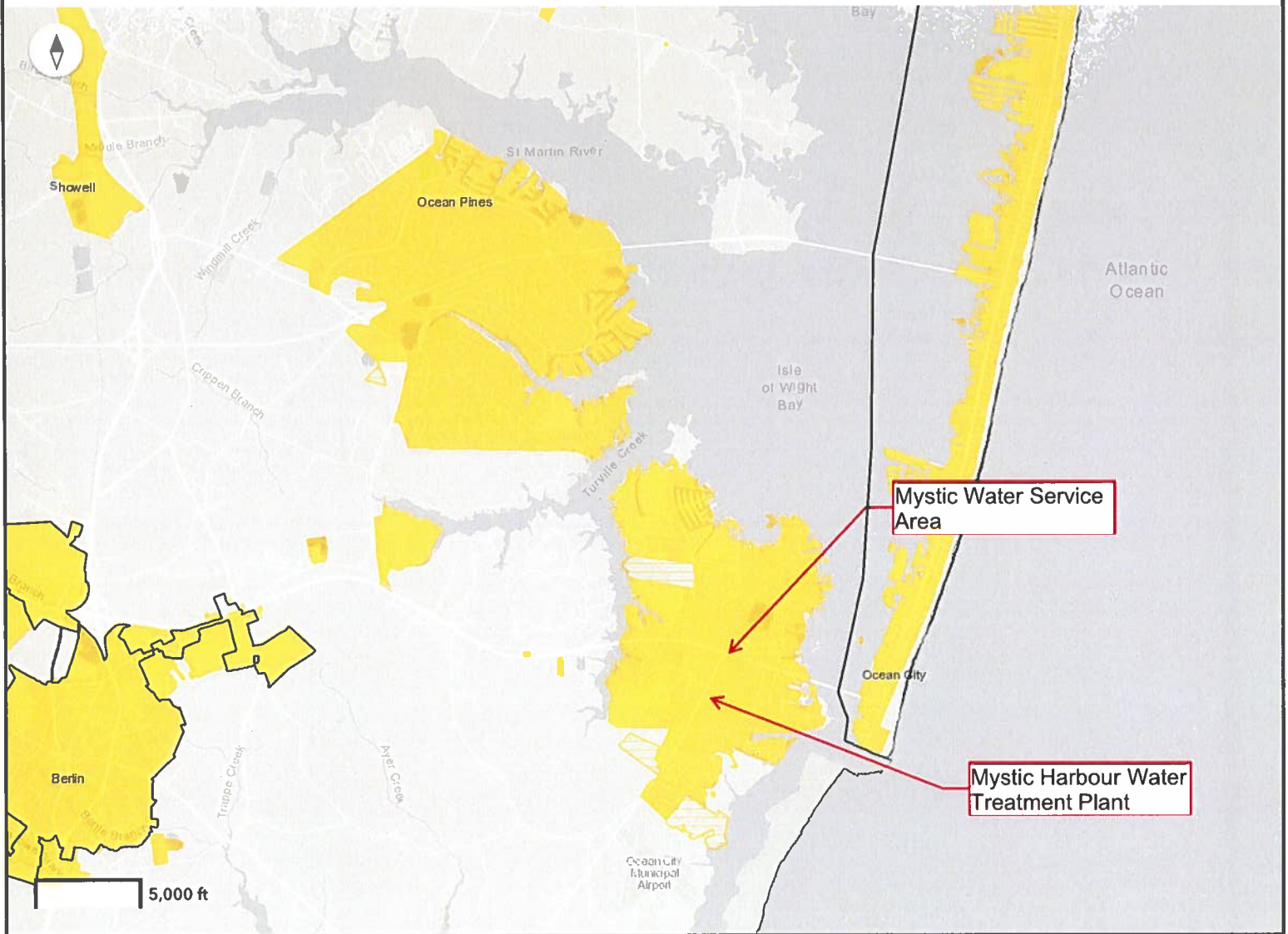


Effluent To Riddle Lagoon



Attachment 2

PFA Map and Project View



Municipalities

Municipal Boundaries - Generalized



Rural Villages

Rural Villages



Maryland Priority Funding Areas

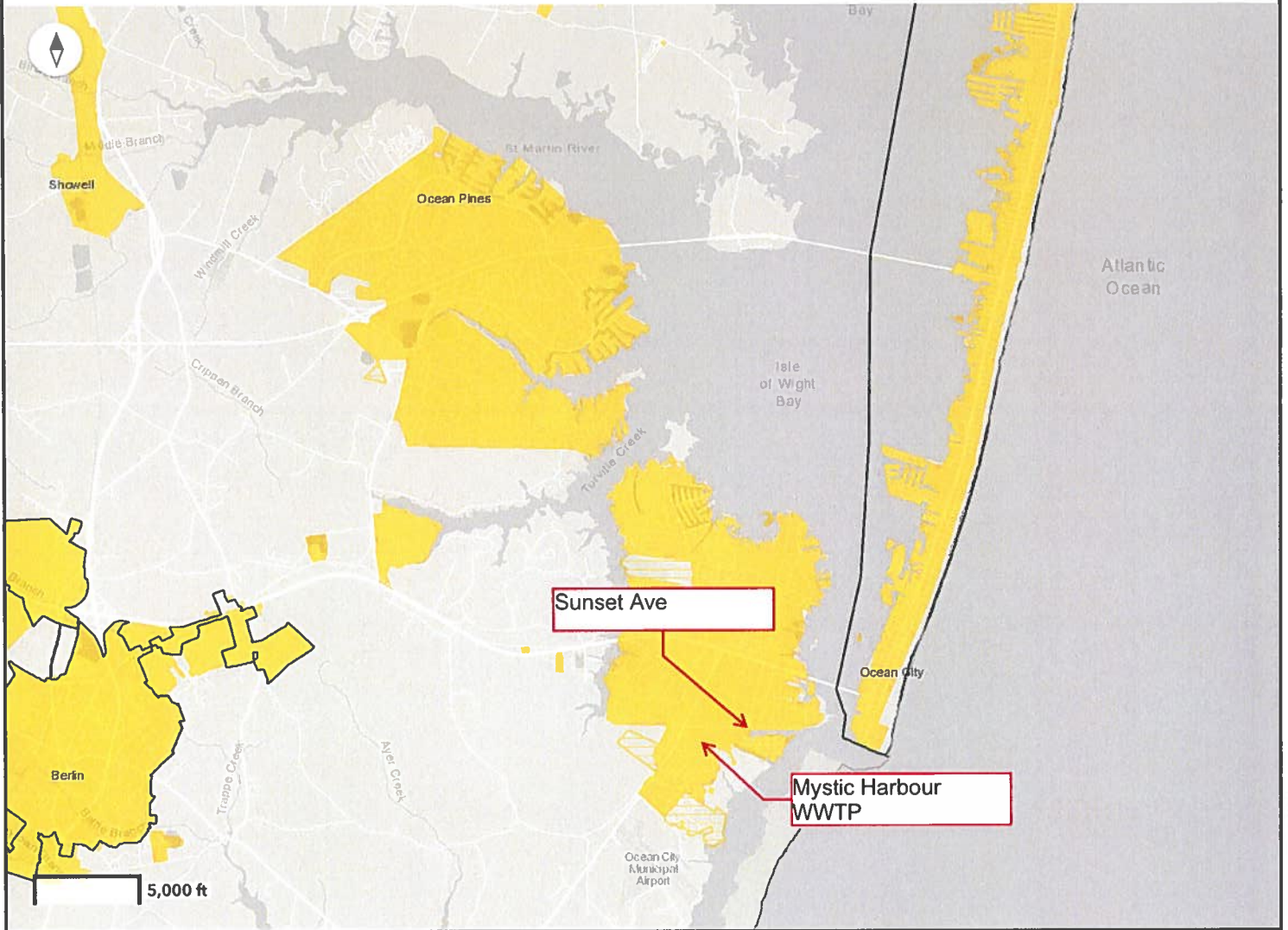
Heritage Area in Locally Designated Growth Areas

PFA

PFA Comment Area



MDP Priority Funding Areas (PFA) Map Viewer



Municipalities

Municipal Boundaries - Generalized



Rural Villages

Rural Villages



Maryland Priority Funding Areas

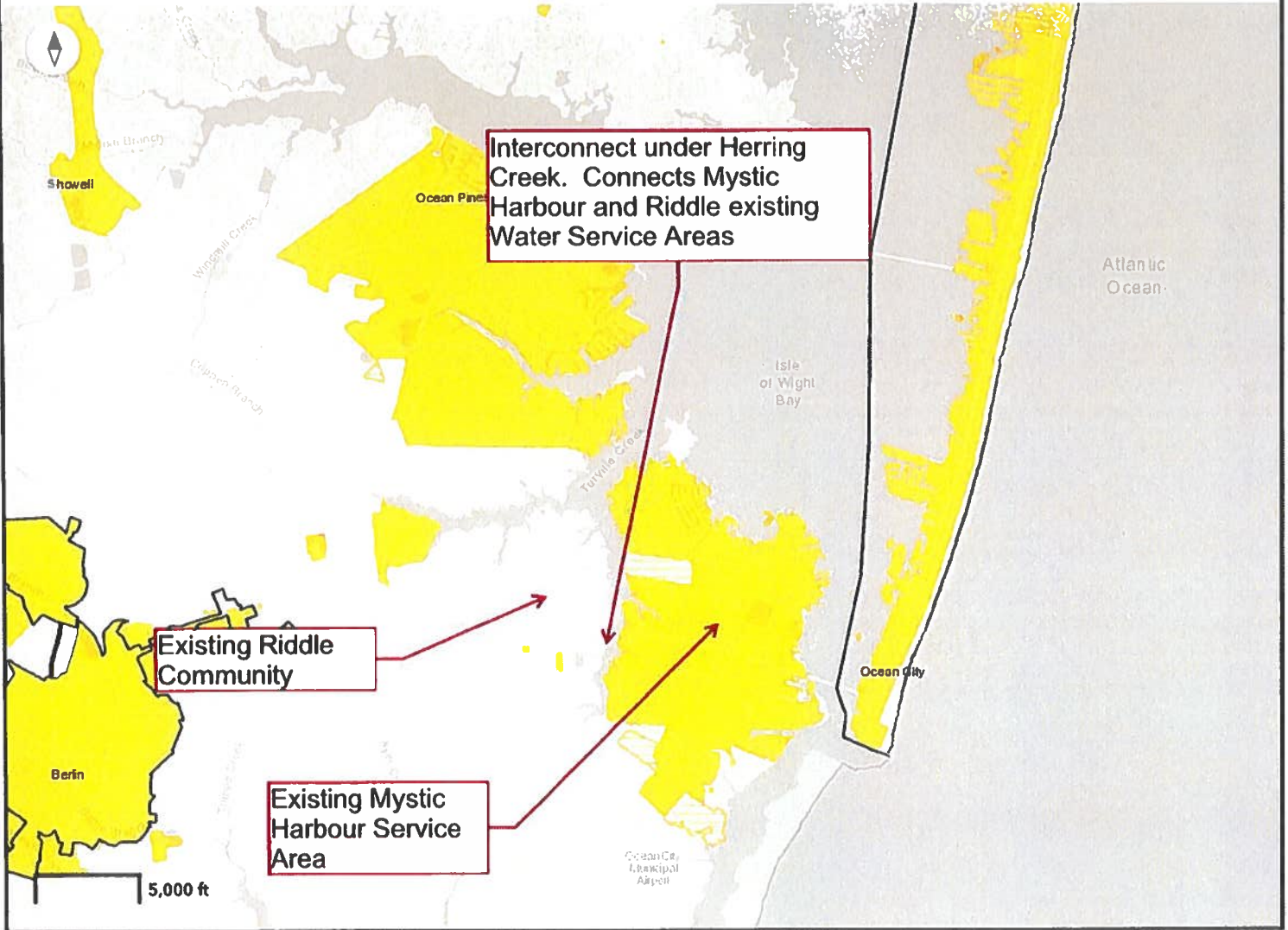
Heritage Area in Locally Designated Growth Areas

PFA

PFA Comment Area



MDP Priority Funding Areas (PFA) Map Viewer



Municipalities

Municipal Boundaries - Generalized



Rural Villages

Rural Villages



Maryland Priority Funding Areas

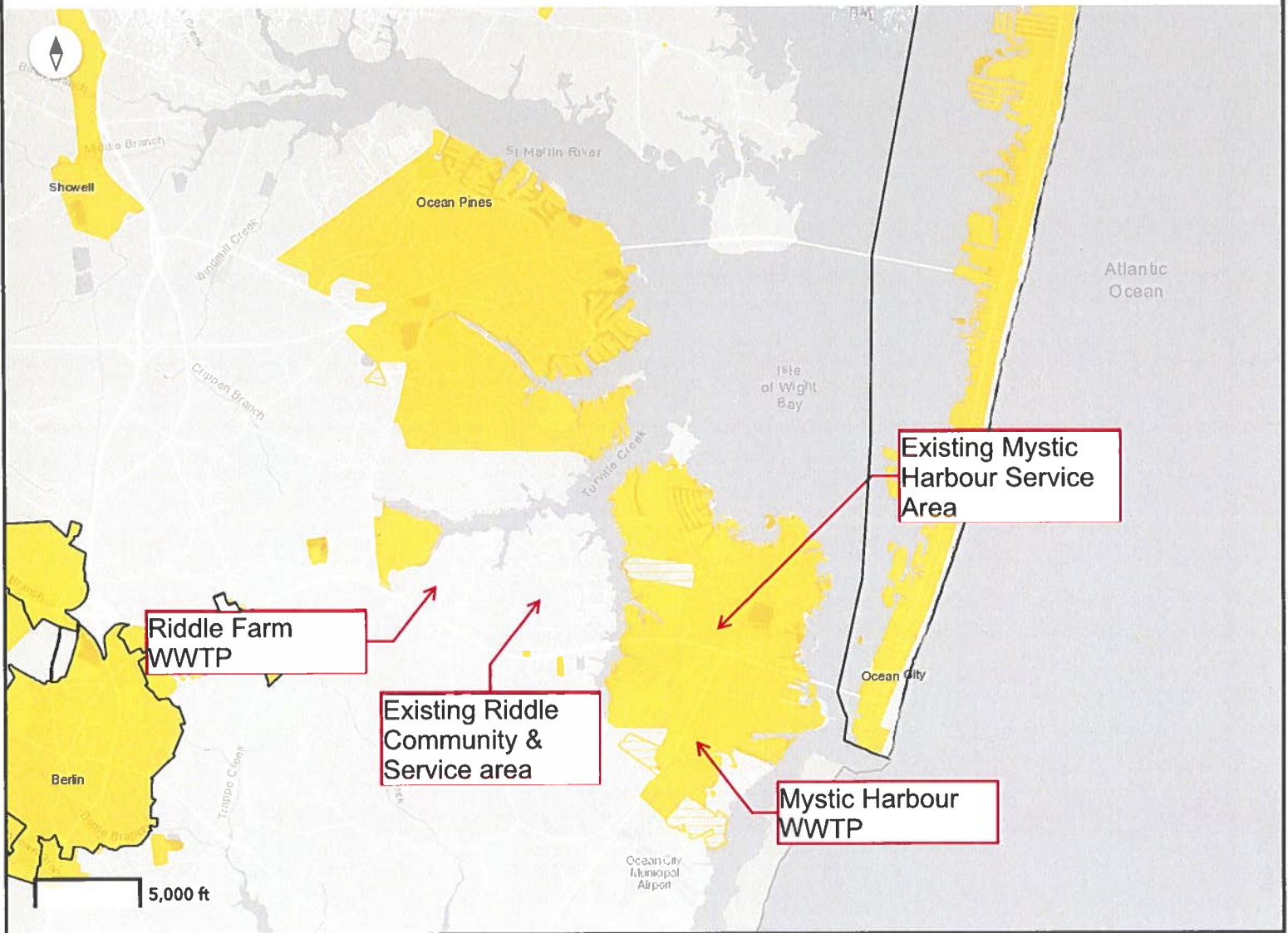
Heritage Area in Locally Designated Growth Areas

PFA

PFA Comment Area

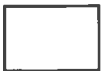


MDP Priority Funding Areas (PFA) Map Viewer



Municipalities

Municipal Boundaries - Generalized



Rural Villages

Rural Villages



Maryland Priority Funding Areas

Heritage Area in Locally Designated Growth Areas

PFA

PFA Comment Area

IV. Comprehensive Water and Sewerage Plan Amendment

- D. As the next item of business, the Planning Commission reviewed an application associated to amend water and sewer information for the Mystic Harbour Planning Area in the *Master Water and Sewerage Plan (The Plan)*. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission.

Mr. Mitchell explained that the casino requests to revise certain water and wastewater system informational items for proposed capital projects in *The Plan*. of an amendment for the Addition of Capital Projects and Planned Interconnection Projects to *The Plan* without a change of the previously approved water and sewer boundaries, for your review and comment to the County Commissioners.

The Department of Public Works proposes to revise certain water system informational items in *The Plan*. Those changes would include the addition of the following capital projects 1) Interconnection of the Mystic Harbour and Riddle Farm water systems with the Herring Creek Water Main Interconnection; 2) Mystic Harbour Treated Effluent to Riddle Lagoon; 3) Sunset Avenue Relief Sewer; and 4) Mystic Harbour Water Plant and Building Rehab.

Mr. Mitchell detailed the needs for the rehab of the Mystic Harbour water plant and building is being conducted due to needed upgrades to allow the plant to automatically adjust during the daily variation seen during the peak summer months. Replacement of aged and deteriorating metal filter units and associated work is also needed under this project.

The second proposed project Mr. Mitchell discussed is to install 2685 feet of 6" forcemain underneath Sunset Ave and Golf Course Rd in order to prevent backups and potential overflow of the sewer system in West Ocean City (WOC). The existing sewer collection system is pressed to handle the flow, especially during peak flow periods, and the upgrade is to handle the expected volume of flow and allow operational flexibility for the WWTP.

The third project Mr. Mitchell discussed is a planned interconnection of the Mystic Harbour and Riddle Farm Water Systems. He explained the operational difficulties at the Riddle Plant with iron treatment and the accompanying backwash disposal. associated WWTP membranes struggle to treat the iron sludge. As a result, in 2011 He also explained that during peak seasonal high use periods, pressures and water shortages have been a concern when relying on the Ocean Pines infrastructure only for the sole water source. It was also detailed that the proposed project will consolidate the Mystic Harbour and Riddle water service areas providing a redundant water source supply for the Riddle Farm community.

The final project Mr. Mitchell detailed is a planned connection between the Mystic Harbour Treated Effluent and the Riddle Lagoon that holds treated effluent for irrigation of the Riddle Farm golf courses and rough areas. This proposed line would be a denied access line designated only to transport treated effluent between the Mystic and the Riddle service areas. Mr. Mitchell noted that the limited discharge capacity at a WWTP can pose a public health concern and safety hazard with

overloading existing land disposal capacities. Mr. Mitchell discussed increased storm events and possible sea level rise contributing to the need to spread around and expand the land disposal options. He described that this connection will provide an additional irrigation water source for the Riddle golf courses in lieu of pumping groundwater from wells, which is still done to provide supplemental water to the golf courses.

Mr. Mitchell explained that the Water Resources Element (WRE) amendment to the Comprehensive Plan, completed in 2011, calls for interconnection projects such as these within their recommendations. He also qualified that both Mystic and Riddle Farm water systems will have language detailing that the interconnection will be made to connect the Mystic Harbour and Riddle Farm water systems and is not to add new users or increase the service areas of either sanitary area. The purpose will be to add redundancy for maintenance purposes and special circumstances. He mentioned that the prior Riddle Farm- Ocean Pines interconnection, this will further provide redundancy to all the surrounding areas.

A similar conversation followed with respect to the sewer forcemain interconnection. The following amendment language is recommended to be added to *The Plan* as part both Mystic and Riddle Farm wastewater systems will have language detailing that the interconnection will be made to connect the Mystic Harbour and Riddle Farm water systems and is not to add new users or increase the service areas of either sanitary area. It will be for treated effluent transmission and will be a denied access line that will have no connections along the planned route and the project is planned to accommodate a realization for additional land disposal capacity for the Mystic WWTP.

The Planning Commission members did have a few comments. Mr. Church and Ms. Wimbrow asked if this would be the solution to the wastewater plant's issues to realize their planned potential. Mr. Mitchell indicated that there are additional repairs ongoing to both plants that will assist their treatment capabilities and this interconnection project would help on the back end with increased land disposal capacity options. He also explained saltwater intrusion issues with private wells that staff is observing, and the need that the WRE referenced in their recommendation that would share the water load to keep more water in our water table to protect our surficial aquifers.

Following the discussion, a motion was made by Ms. Wimbrow, seconded by Ms. Ott, to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was unanimous and included the approval of the additional language referenced in the staff report comments.