



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

OFFICE OF THE
COUNTY COMMISSIONERS

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

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

COMMENDATION

WHEREAS, Deputy Sergeant Calvin Purnell has contributed 25 years of dedicated service to the Worcester County Sheriff's Office (WCSO) where he began his career on September 7, 2000; and

WHEREAS, Deputy Sergeant Purnell's expertise, experience, and leadership have been instrumental in helping the WCSO fulfill its mission to protect and serve and, thereby, enhance the quality of life enjoyed by both residents and visitors in the community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Deputy Sergeant Calvin Purnell** for his years of devoted service, and we wish him a long, happy, and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of December, in the Year of Our Lord Two Thousand and Twenty-Five.

Theodore J. Elder, President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Anthony W. Bertino, Jr.

Eric J. Fiori

Joseph M. Mitrecic

Diana Purnell



Citizens and Government Working Together



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COMMENDATION

WHEREAS, Plant Operator III Richard Mills has contributed 25 years of dedicated service to the Water and Wastewater Division of Public Works where he began his career on June 19, 2000; and

WHEREAS, Mr. Mills's expertise and experience have been instrumental in the overall management of the Water and Wastewater Division, where he maintained, inspected, and repaired water and wastewater systems operated by Worcester County.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Richard Mills** for his years of devoted service, and we wish him a long, happy, and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of December, in the Year of Our Lord Two Thousand and Twenty-Five.

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Caryn G. Abbott

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21863-1195

COMMENDATION

WHEREAS, Maintenance Worker II Quincy Blake has contributed 22 years of dedicated service to the Water and Wastewater Division of Public Works where he began his career on April 21, 2023; and

WHEREAS, Mr. Blake's expertise and experience have been instrumental in the overall management of the Water and Wastewater Division, where he maintained and repaired water and wastewater systems operated by Worcester County.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Quincy Blake** for his years of devoted service, and we wish him a long, happy, and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of December, in the Year of Our Lord Two Thousand and Twenty-Five.

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Caryn G. Abbott

Anthony W. Bertino, Jr.

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Diana Purnell





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DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Heroin and Analysis Coordinator Timothy Sponaugle has contributed nine years of dedicated service to the Worcester County Sheriff's Office (WCSO) where he began his career on September 12, 2016; and

WHEREAS, Mr. Sponaugle's expertise and experience have been instrumental in helping the WCSO fulfill its mission to protect and serve and, thereby, enhance the quality of life enjoyed by both residents and visitors in the community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Timothy Sponaugle** for his years of devoted service, and we wish him a long, happy, and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 16th day of December, in the Year of Our Lord Two Thousand and Twenty-Five.

Theodore J. Elder, President

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Diana Purnell
Citizens and Government Working Together





WORCESTER COUNTY HEALTH DEPARTMENT

Main Office: 6040 Public Landing Rd. | P.O. Box 249 | Snow Hill, MD. 21863-0249 | 410-632-1100

REBECCA L. JONES, RN, BSN, MSN | HEALTH OFFICER



To: Worcester County Commissioners

From: Shylia Tingle, MPsy, Worcester County Local Management Board Director

Date: December 4, 2025

Re: Community Reinvestment and Repair Fund, Public Hearing Request

On November 20, 2025, the Worcester County Local Management Board (LMB) presented on the Community Reinvestment and Repair Fund at the Worcester County Local Health Improvement Coalition, and accepted feedback from key stakeholders, which was used to inform the Community Reinvestment and Repair Fund (CRRF) Distribution Plan. That meeting was attended by numerous local stakeholders, as well as by previous CRRF grant applicants.

Prior to finalization of this Plan, regulations require a public hearing, with feedback taken into consideration. Upon finalization of the Plan, the LMB is prepared to release an Addendum to the Worcester County Reinvestment and Repair Grand Application, and to begin the application and selection process, leading to award of these funds.

The LMB is requesting that the Worcester County Commissioners schedule a public hearing on the Plan so that this work can continue to move forward.

Thank you for your consideration.

Shylia Tingle

A handwritten signature in black ink that appears to read "S. Tingle".

BERLIN HEALTH CENTER 410-629-0164 | DENTAL CENTER 410-641-0240
 ENVIRONMENTAL HEALTH 410-352-3234/410-641-9559 | MARYLAND ACCESS POINT 410-632-9915
 OCEAN CITY HEALTH CENTER 410-289-4044 | POCOMOKE HEALTH CENTER 410-957-2005
 TTY MARYLAND RELAY SERVICE 1-800-735-2258 | W.A.C.S. CENTER 410-213-0202

WWW.WORCESTERHEALTH.ORG

Worcester County Community Reinvestment and Repair Fund**Plan for Distribution of Funds****December 16, 2025****Background and Overview of the Community Reinvestment and Repair Fund and Worcester County:**

The Community Reinvestment and Repair Fund (CRRF) was established under Maryland's Cannabis Reform Act of 2023. This fund allocates a portion (35%) of adult-use cannabis tax revenue and conversion fees paid by business, to local jurisdictions to support community-based initiatives that benefit low-income communities and those disproportionately impacted by the enforcement of cannabis laws. Implementation of the state CRRF spending is guided by the Maryland Office of Social Equity.

Since the inception of this Act, a total of \$96,291,337.66 was distributed to local counties through the CRRF (occurring in state fiscal years FY24 and FY25, with totals of \$52,102,083.92 and \$40,069,523.11, respectively). The allocation formula took into account the total number of cannabis possession charges in each county compared to the total number of cannabis possession charges in the State over a 20-year period. A total of \$1,173,565.07 was distributed to Worcester County between FY24 and FY25 (\$635,001.94 and \$538,563.13, respectively). In Worcester County the 21811 zip code was identified as a "disproportionately impacted area" based on Maryland cannabis charge data (cannabis charges exceeding 150% of the 10-year state mean (150% of state mean: 250, 10-year period: 2013-2022)).

The Community Reinvestment and Repair Fund may be used for the following:

1) funding community-based initiatives intended to benefit low-income communities, including:

- behavioral health crisis services;
- education and after-school programs;
- truancy and absenteeism intervention programs;
- housing and homelessness prevention initiatives;
- transportation improvements in high-density areas that have public transportation;
- job training and workforce development programs;
- community child care and recreational services; and

- programs that benefit individuals and families impacted by incarceration;
- 2) funding community-based initiatives that serve disproportionately impacted areas (a geographic area identified by the Office of Social Equity that has had above 150% of the State's 10-year average for cannabis possession charges); and
- 3) any related expenses incurred by a local government in administering the funds that do not exceed 15% of the funds received in the fiscal year.

These funds may not be used for law enforcement agencies or activities. These funds may also not supplant funding that otherwise would be appropriated for preexisting local government programs.

The Worcester County Government put out a request for applications in late June 2025, with applications due on August 31, 2025. However, state regulations regarding CRRF were expanded during this time. Regulations now require that each county adopt a law establishing the purpose for which money received from the Fund may be used, and that each county shall establish a plan for distribution of funds to community-based organizations (including consultation with stakeholders and being the subject of a public hearing prior to finalization).

Worcester County Commissioners adopted TR3-1 3-101 into law on July 16 2024, to govern CRRF funds in Worcester County. On October 21, 2025, the Worcester County Commissioners voted to shift Community Reinvestment and Repair Funds to the Worcester County Local Management Board to handle grant distribution and ongoing grant management for Worcester County.

Plan for Distribution and Management of Funds:

The Worcester County Local Management Board (LMB) presented on the CRRF and took consultation and feedback with stakeholders at the Worcester County Local Health Improvement Coalition (LHIC) on November 20, 2025. This plan is drafted with consideration given to consultation from those stakeholders and will be the subject of a Public Hearing on December 16, 2025. The plan for distribution of funds will be finalized after that time.

Once the plan for distribution of funds is completed, the LMB will develop and post an addendum to the Worcester County Reinvestment and Repair Grant Program that was put out by Worcester County Government in June 2025. At that time, existing applicants will be given an opportunity to update their applications to best match current CRRF regulations, and new applicants will have the opportunity to apply. Funds will be utilized to support

community-based initiatives that benefit low-income communities and those disproportionately impacted by the enforcement of cannabis laws and will specifically be used in accordance with allowable funding as detailed above. The LMB's plan is to post this Addendum, host a virtual pre-proposal meeting to provide information and answer any questions from prospective applicants in early 2026. Following the closing date, the LMB will develop a review committee to review and score all applications against standardized evaluation criteria and will make determinations about which applicants will be awarded funds.

Once selected applicants have been notified (expected on or before April 2026), the Worcester County LMB will enter into contracts with those grantees, which will detail deliverables and project timelines. The LMB will then engage with grantees throughout the course of their projects, to offer technical assistance and grant monitoring. Grantees will be required to submit ongoing reports of progress to the LMB, who will share that information with the Worcester County Government, who will be responsible for sharing that data with the Maryland Office of Social Equity and/or the Maryland Office of the Comptroller, as required.

As future funds are disbursed to Worcester County (FY26 and beyond), the LMB will post requests for applications and will follow the same process as detailed above, to include a pre-application conference, an impartial review committee, use of a standardized scoring tool, and adherence to state regulations governing the Community Reinvestment and Repair Fund. All requests for applications shall be posted through the Worcester County website.

Conclusion:

The State of Maryland's Cannabis Reform Act of 2023 established a Community Reinvestment and Repair Fund, which allocates funding to local jurisdictions to support community-based initiatives that benefit low-income communities and those disproportionately impacted by the enforcement of cannabis laws. Funds will be disbursed to counties annually, and Worcester County will shift those funds to the Worcester County Local Management Board to follow a standardized and impartial process to select the best qualified and best suited projects for funding, with a focus on CRRF regulations and local needs. Local needs will be informed by key stakeholders, local needs assessments, and the Worcester County Community Health Assessment and Community Health Improvement Plan.

The LMB will also be responsible for ongoing monitoring and evaluation of funded projects, as well as for providing technical assistance to grantees. This will involve in-person monitoring of funded grantees at least once per year, as well as monitoring of ongoing reports, deliverables, and budgets. The Plan for Disbursement of Funds will be updated as needed, to remain aligned with subsequent State directives. The LMB will communicate and coordinate with the Worcester County Commissioners and the Office of Social Equity, as appropriate, throughout the process of distribution and oversight of the CRRF projects. The Worcester County Commissioners reserve the right to alter this plan at any time, acting in the best interests of the constituents of Worcester County.

**Worcester County Administration**

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

TO: Weston Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Lynn Wright, Senior Budget Accountant
DATE: December 3, 2025
RE: L-GEM Grant Application Online Submittal

Attached is the L-GEM grant application, which was submitted electronically on December 3, 2025. The total requested grant amount is \$1,940,000. If awarded, this funding would be used for energy-saving improvements. Public Works has identified several qualifying projects, including window and door replacements at the Government Office Building, the Water/Wastewater Administration Building, and the Public Works Administration Building, as well as Building System Automation upgrades at various County-owned buildings.

This is a three-year grant that requires a 5% County match.

Wednesday, December 3, 2025

FY26 Local Government Energy Modernization (L-GEM) AOI1 - Non-competitive Formula Block Grant

We HIGHLY encourage you to carefully read through the Program's Funding Opportunity Announcement (FOA) before starting an application. The Application Deadline is 5:00 P.M. EST on Friday, December 5, 2025. Please contact msec.mea@maryland.gov with any questions or concerns.

Mailing Address (where grant agreements could be mailed and should match the W-9)

1 West Market Street, Room 1103
Snow Hill, MD, 21863

Name of Local Government Applicant (must be the full legal name of the organization as it appears on the IRS W-9 tax form.)

Worcester County Government

1. Authorized Representative (If awarded a grant, this is the individual with signatory authority for the Applicant Organization who will sign the Grant Agreement):

Theodore Elder

Authorized Representative Job Title: President

Authorized Representative Phone Number: (410) 632-1194

Authorized Representative Email: telder@co.worcester.md.us

2. Application Point of Contact (individual preparing application): Lynn Wright

Application Point of Contact Job Title: Senior Budget Accountant

Application Point of Contact Phone Number: (410) 632-1194

Application Point of Contact Email: lwright@co.worcester.md.us

How did you hear about the MEA L-GEM Grant? Received an email from the state.

ProgressBar

Please Attach a Signed W-9

W-9 Wor Cnty SIGNED 5.28.24.pdf

Contact Information

3. Project Manager (If awarded a grant, this individual will manage the grant on a day-to-day basis):

Project Manager Job Title: Michael Hutchinson

Project Manager Email: mhutchinson@worcestermd.gov

Project Manager Phone Number: (410) 632-3766

4. Legal Contact (individual who is responsible for legal review of application): Roscoe Leslie

Legal Contact Job Title: County Attorney

Legal Contact Email: roscoe.leslie@worcestermd.gov

Legal Contact Phone Number: (410) 632-1194

Please list all other contacts whom you would like to be notified via email if granted an award below:

| Full Name | Email Address |
|-------------------|------------------------------|
| Weston Young | weston.young@worcestermd.gov |
| Candace Savage | csavage@worcestermd.gov |
| Kimberly Reynolds | kreynolds@worcestermd.gov |

Project Information

Please Upload: Complete Narrative as Described in the Funding Opportunity Announcement, including Unique Building Identifiers (UBIDS) if applicable

Application Narrative.docx

Please Upload Any Additional Files and Attachments you wish to include:

08c Building HVAC -BAS Upgrades - V... .pdf

08d Building HVAC - BAS Upgrades - V....pdf

08e Building HVAC - BAS Upgrades - V... .pdf

08f Building HVAC - BAS Upgrades - V... .pdf

08g Building HVAC -BAS Upgrades - V... .pdf

08h Building HVAC BAS Upgrades - Va....pdf

Agreement to Terms, Conditions, and Signature

1. I acknowledge that projects listed in the Project Narrative may be altered to meet specific needs of local governments but will not exceed the approved scope of eligible projects for FY26
2. I acknowledge and accept the cost share requirement applicable to my county, as specified in the Funding Opportunity Announcement
3. I agree to pursue available utility rebates and incentive programs wherever feasible to help finance the proposed projects.
4. I certify that any building(s) to be upgraded under this proposed project are located in the State of Maryland, and that each proposed project will occur in Maryland, on eligible facilities owned or leased by the applicant.
5. I understand that this application does not guarantee that I will be awarded a grant for the proposed project.
6. To be eligible for grant funding, I understand that the equipment must not be purchased or installed before my organization has an executed Grant Agreement with MEA.
7. I give permission to MEA or its representative(s) to use photos of my facility, and data presented in my final energy evaluation or audit report for marketing, publicity, and advertising purposes. MEA and its representatives, subject to the requirements of the Maryland Public Information Act, will not divulge any confidential information or trade secrets.
8. Applicant agrees to give MEA reasonable advance notice of, as well as an opportunity to potentially participate in, any Applicant-organized ribbon-cuttings or other public events highlighting the MSEC-funded project.
9. I certify that the Applicant Organization will be able to provide a Federal Tax ID number should it be selected for an award.
10. If selected for an award, I will allow authorized representatives of the Local Government Energy Modernization Grant Program access to my facility in order to conduct site inspections or measurement & verification activities, if requested by MEA.
11. MEA and its contractors make no representation or warranty, and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or appliance installed pursuant

ITEM 3

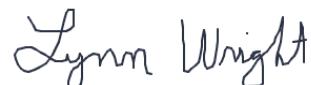
to this application, and expressly disclaim any such representation, warranty, or liability.

12. I have read MEA's Grant Agreement General Provisions document and understand it will be included in a grant agreement under this program.
13. I have enclosed a copy of my organization's current W-9 form.
14. I certify that I am an authorized signatory for the Applicant Organization or have been delegated the authority to submit the application.

**I have read the above paragraph and
agree to these terms**

Yes

Signature

A handwritten signature in black ink that reads "Lynn Wright". The signature is written in a cursive style with a clear 'L' at the beginning and a 'W' at the end.

**FY26 Local Government Energy Modernization (L-GEM) AOI1 -
Non-competitive Formula Block Grant**

Grant Request (\$) 1194000

Worcester County would like to implement two key strategies to improve the energy efficiency of County-owned buildings: building envelope and weatherization measures and comprehensive building automation systems. Upgrading the building envelope through energy-efficient window and door replacements will reduce air leakage, improve insulation, and stabilize indoor temperatures, allowing heating and cooling systems to operate more efficiently. These weatherization improvements help prevent conditioned air from escaping and block outside air from entering, resulting in lower energy consumption and improved occupant comfort.

In addition, installing modern building automation systems will allow the County to optimize the performance of all major building systems, including HVAC, lighting, ventilation, and equipment scheduling, through programmable controls, occupancy-based adjustments, and real-time monitoring. Automated systems ensure that energy-intensive equipment operates only when needed and at optimal settings, reducing unnecessary run times, improving system coordination, and lowering utility costs. By modernizing building controls across multiple locations, this project will generate measurable energy savings and increase operational efficiency.

Together, these strategies will significantly reduce energy usage, enhance operational efficiency, extend the life of building systems and equipment, and support Worcester County's long-term sustainability goals, while improving the overall environment for County staff and the public they serve.

Project # 1: Government Office Building Window and Door Replacement

Location: 1 West Market Street, Snow Hill, MD 21863

Expected Cost: \$457,000

Project Description

The building's existing windows are to be removed and replaced with a combination of vinyl-framed, Low-E, double-pane double-hung windows and large fixed picture windows. There are approximately 116 double-pane double-hung windows and there are approximately 6 fixed, non-operable picture window units.

Window Materials and Construction

1. Frame and Sash: Heavy-duty extruded vinyl (PVC), fusion-welded corners.
2. Glazing: Double-pane, argon-filled insulated glass units with Low-E coating (minimum U-Value \leq 0.30; SHGC \leq 0.25).
3. Finish: Factory color [white/tan/bronze/other – as approved].
4. Hardware: Corrosion-resistant locks, balances, and tilt latches.
5. Weather stripping: Continuous compression seals for air and water tightness.
6. Thermal Performance: Conform to NFRC and Energy Star criteria for the project climate zone.

The two (2) commercial-grade sliding aluminum storefront doors are to be removed and replaced at designated building entrances.

Door System Type

1. Automatic sliding storefront doors (as specified by owner).
2. Aluminum frame: heavy-duty, thermally broken, anodized or powder-coated finish.
3. Glazing: Tempered or laminated safety glass with optional Low-E coating to match window system appearance.

Performance Requirements

1. Thermal Performance: Meet IECC requirements for commercial entries.
2. Safety Codes: Comply with ANSI/BHMA A156.10 (for automatic operators).
3. Accessibility: Fully ADA-compliant; minimum clear width per ADA and IBC.
4. Air & Water Infiltration: Tested per ASTM E283/E331 standards.

Project # 2: Water/Wastewater Administration Building Window and Door Replacement

Location: 1000 Shore Ln., Ocean Pines, MD 21811

Expected Cost: \$79,000

Project Description

The building's existing horizontal sliding windows are to be removed and replaced with new Arcadia 500 ULT horizontal sliding windows in a configuration to match existing windows. There are approximately 12 windows, 8 exterior doors, and 3 commercial roll up doors.

Window Materials and Construction

1. Insulated Glass Unit made of: $\frac{1}{4}$ " Clear Tempered Glass LowE #2 outboard $\frac{1}{2}$ " air space, $\frac{1}{4}$ " Clear Tempered Glass inboard.
2. Thermal Performance: Conforms to NFRC and Energy Star criteria for the project climate zone.

Project # 3: Public Works Administration Building Window and Door Replacement

Location: 6113 Timmons Road, Snow Hill, MD 21863

Expected Cost: \$88,000

Project Description

This project includes the removal and replacement of approximately thirteen (13) exterior windows, Five (5) Overhead Roll-up Doors and Six (6) exterior doors at the Worcester County Department of Public Works Administration Building. The single-story building's existing windows and doors are 20+ years old, lacking proper insulation and are insufficient. The building exterior is finished in metal wall panels, and the interior wall construction includes finished drywall. All new windows shall be energy-efficient, Low-E insulated units meeting current local building code requirements.

Project # 4: Building Automation Systems

Multiple County Owned Buildings:

- Worcester Commission on Aging, 4767 Snow Hill Rd., Snow Hill, MD 21863
- Worcester County Health Department, 4 Caroline Street, Ocean City, MD 21842
- Snow Hill Health Department, 6040 Public Landing Rd., Snow Hill, MD 21863
- Public Works Administration, 6113 Timmons Rd., Snow Hill, MD 21863
- Roads Department, 6764 Worcester Highway, Snow Hill, MD 21863
- Mosquito Control Office, 6205 Timmons Rd., Snow Hill, MD 21863

Expected Cost: \$570,000

Project Description

This project will implement Building Automation Systems (BAS) across several County-owned facilities. Initial locations identified for upgrades include the Worcester Commission on Aging, Worcester County Health Department offices, the Snow Hill Health Department, the Public Works Administration building,

the Roads Department facility, and the Mosquito Control Office. This list is not exhaustive, and additional facilities are expected to be incorporated as assessments continue.

The BAS upgrades will integrate advanced, centralized digital controls for HVAC, lighting, and other major building systems. These systems will use programmable logic controllers (PLCs) and building management software to coordinate equipment operation across multiple zones and buildings. The BAS will incorporate sensors for temperature, occupancy, humidity, and airflow, enabling real-time monitoring and data collection.

Staff will be able to configure schedules, set system parameters, and adjust settings remotely through a secure, web-based interface. The system will support trending and reporting of performance metrics, provide alarms for deviations or equipment malfunctions, and enable automated responses based on predefined conditions. Integration with existing mechanical, electrical, and lighting infrastructure will allow the BAS to serve as a unified platform for comprehensive building system management.

FY2026 Local Government Energy Modernization

Area of Interest 1 (AOI1): Non-competitive Formula Block Grant

Updated 9/16/2025

Section 1: Program Information

Program Description: The mission of the Local Government Energy Modernization (L-GEM) program is to support local governments as they engage in sustainable, long-term clean energy and energy efficient projects that lead to reduced energy usage and greenhouse gas emissions, increased cost savings, and robust clean energy and economic development. This program specifically aims to reduce greenhouse gas emissions from the building sector which aligns with Maryland's goal of achieving net-zero emissions by 2045. By empowering local governments to lead by example, the program aims to inspire community-wide engagement and drive broader adoption of clean energy solutions among residents, businesses, and institutions.

Area of Interest 1 (AOI1) is a formula block grant for energy efficiency and clean energy projects. A block grant is formula-based, flexible funding that is secured upfront and can be used over multiple years to support both planning and implementation of a variety of energy related projects (planning, energy efficiency, and renewables). This allows recipients to align the funding with local priorities and timelines. Counties and the City of Baltimore are encouraged to apply for AOI1.

Types of Grant Programs: Non-competitive Formula Block Grant

Eligible Applicants: Eligible applicants include all incorporated counties of Maryland and the City of Baltimore. Eligible applicants can only receive funding for either the block grant (AOI1) or the competitive grants (AOI2 and AOI3), not both. Participation in AOI1, AOI2, and AOI3 does not affect eligibility for AOI4, as all cities and counties of Maryland are encouraged to apply for AOI4. Municipalities are not eligible for AOI1.

Application Deadline: December 5, 2025, at 5:00 p.m.

Anticipated Funding: For AOI1, a total of \$50 million is anticipated to be available from the Strategic Energy Investment Fund ("SEIF"), contingent upon applications received for AOI2 and AOI3. The amount awarded may be more or less, depending on the quantity and quality of applications received.

Application URL: <https://form.jotform.com/marylandenergy/FY26-L-GEM-AOI1>

Period of Performance: Thirty-six (36) months beginning with the date of the award execution. An extension for good cause may be requested by a grantee and must be justified with written documentation explaining the need for an extension. Extensions are allowed at the sole discretion of MEA.

Program Changes: Any update (e.g., extension of a deadline) or clarification about the Program and any corrections to inadvertent errors in the Program information will be available on the Program webpage.

Block Grant Awards and Allocations: The number and size of LGEM Block Grant awards granted in FY26 will ultimately depend on the total number of applications received. Although every county has been prescribed an allocation, they must still apply to receive the funds.

To ensure a fair and equitable distribution, MEA has established a minimum allocation of \$1 million per county. Remaining funds will be distributed based on population.

To help counties plan, MEA has developed two sample funding scenarios that illustrate a range of possible award amounts:

- Scenario 1 assumes all 24 counties apply, resulting in smaller, evenly distributed awards
- Scenario 2 assumes only 6 counties apply—specifically, those that have participated in the Maryland Smart Energy Communities (MSEC) program within the last five years. To estimate potential funding for other counties under this scenario, each was modeled as a replacement for one of the original six, and the distribution was recalculated

Cost Share Requirements: to further promote equity, MEA is using county-level per capita income to determine cost share requirements. The income threshold is set at \$68,500, which represents 80% of the statewide median income for a single-person household. Counties with per capita income above this threshold will contribute a 10% cost share. Counties below the threshold will contribute a 5% cost share. In-kind contributions and other incentives may be applied toward meeting the cost share requirement.

Counties must request a minimum of \$500,000 and may not exceed the maximum estimated allocation shown in Scenario Two. MEA reserves the discretion to award amounts higher than the estimated maximums based on actual demand and the overall distribution of funding requests.

| County | Minimum Funding Request | Sample Scenario One (24 counties participate) | Sample Scenario Two (6 Counties Participate) | Cost Share % |
|-----------------|-------------------------|---|--|--------------|
| Allegany County | \$500,000 | \$1,396,912 | \$2,479,061 | 5% |

| | | | | |
|------------------------|-----------|-------------|--------------|-----|
| Anne Arundel County | \$500,000 | \$4,428,303 | \$11,565,169 | 10% |
| Baltimore City | \$500,000 | \$4,413,425 | \$11,519,317 | 5% |
| Baltimore County | \$500,000 | \$5,980,111 | \$15,098,846 | 10% |
| Calvert County | \$500,000 | \$1,540,726 | \$2,995,172 | 10% |
| Caroline County | \$500,000 | \$1,194,027 | \$1,733,292 | 5% |
| Carroll County | \$500,000 | \$2,007,585 | \$4,602,854 | 10% |
| Cecil County | \$500,000 | \$1,604,495 | \$3,220,788 | 5% |
| Charles County | \$500,000 | \$1,971,021 | \$3,992,442 | 5% |
| Dorchester County | \$500,000 | \$1,189,586 | \$1,716,732 | 5% |
| Frederick County | \$500,000 | \$2,583,529 | \$5,880,038 | 10% |
| Garrett County | \$500,000 | \$1,167,877 | \$1,635,627 | 5% |
| Harford County | \$500,000 | \$2,520,629 | \$6,258,711 | 10% |
| Howard County | \$500,000 | \$2,936,697 | \$6,968,414 | 10% |
| Kent County | \$500,000 | \$1,111,883 | \$1,425,289 | 10% |
| Montgomery County | \$500,000 | \$7,189,543 | \$20,074,619 | 10% |
| Prince George's County | \$500,000 | \$6,636,713 | \$16,426,669 | 5% |
| Queen Anne's County | \$500,000 | \$1,290,659 | \$2,091,116 | 10% |
| St. Mary's County | \$500,000 | \$1,663,076 | \$3,426,335 | 10% |
| Somerset County | \$500,000 | \$1,143,482 | \$1,544,191 | 5% |
| Talbot County | \$500,000 | \$1,218,696 | \$1,825,101 | 10% |
| Washington County | \$500,000 | \$1,901,599 | \$4,246,663 | 5% |
| Wicomico County | \$500,000 | \$1,603,696 | \$3,217,976 | 5% |
| Worcester County | \$500,000 | \$1,305,730 | \$2,146,490 | 5% |

Section 2: Eligibility

Eligible Activities : Funding is available only for projects located at government-owned or leased buildings or facilities. Funding is available for future projects that involve evaluation and planning, energy efficiency, and renewable energy. **Counties may also choose to subgrant funds to public agencies or instrumentalities provided the projects align with program goals and meet all eligibility requirements.**

- **Planning Activities:** Planning projects may include but are not limited to:
 - **Feasibility Studies** An evaluation that determines whether proposed upgrades

are technically, financially, and operationally feasible before moving forward with implementation. Feasibility studies for Renewables, Energy Storage, Energy Efficiency, and Electrification are encouraged

- For solar site surveys and preliminary development of solar projects, please review MEA's [Solar Technical Assistance Program](#)
- **Energy Audits:** A comprehensive evaluation of a building's energy use, systems, and operations to identify efficiency opportunities
- **Strategy Development:** A process that may include financial analysis (i.e., ROI, payback, modeling, and incentive stacking), strategic planning (i.e., goal setting, phased implementation, continuous improvement), stakeholder engagement, regulatory and policy analysis, and risk management
- **Energy Planning:** A process that may include pre-construction technical planning, energy modeling, energy use analysis, load profiling, energy forecasting, supply planning, benchmarking, efficiency use identification, resilience considerations, and policy and regulatory alignment
- **Implementation Activities:** Implementation projects must occur on local government owned or leased properties. Activities may include, but are not limited to:
 - **Installation of Renewables**
 - **Solar**
 - Siting: roof-mounted solar, ground-mounted solar, or solar canopies over existing parking lots, parking garages, or other permanent impervious areas
 - Ownership: the applicant must either (1) own the solar PV system through cash purchase or financing, or (2) the solar PV system must be provided to the applicant under a third-party solar PV lease or power purchase agreement (PPA).
 - **For 3rd party-owned projects, the standard cost share formula does not apply;** instead, cost share requirements will be determined based on the capacity of the system proposed for installation. Grant funds may be applied as an upfront payment toward the PPA in order to "buy down" the PPA rate, thereby lowering the cost per kWh of electricity over the lifetime of the solar contract. Up to \$1,000/kW-DC of grant funds are available for 3rd party-owned projects. To be eligible, a system must be net metered.
 - Aggregated Net Metering: a majority of the solar infrastructure must be built on local government owned or leased property
 - Energy storage and similar technologies will only be eligible for funding when integrated with a project that also includes the installation of renewable energy generation. Applicants solely interested in standalone battery storage projects (i.e., not paired with solar) are encouraged to apply for the Residential and Commercial

■ Geothermal

- Heat Pumps: an electrically-powered ground-source heat pump system, inclusive of necessary HVAC equipment and ground loops, pond loops, or vertically-drilled wells, that serves as the primary heating and cooling system for the property. Must include the installation of new ground loops or wells

■ Landfill-Gas-To-Energy

- Support installation and/or improvement of new or modified landfill-gas-to-energy projects which support compliance with MSW Landfill Regulation COMAR 26.11.42. Funding is limited to updates on existing systems that enable gas-to-energy conversion. Projects related to gas transport are not eligible. All supported activities must directly contribute to on-site electricity generation.

○ Energy Efficiency**■ Building Envelope and Weatherization Measures**

- Projects that improve the thermal performance and durability of building envelopes to reduce heating and cooling loads. Scopes may include air sealing, window and door upgrades, roof replacements, weather stripping, installation or upgrade of insulation, and other structural improvements that address energy loss

■ Efficient Equipment and Appliance Upgrades

- **Air Source Heat pumps:** an electrically-powered air-source heat pump system, inclusive of necessary HVAC equipment
- **LED retrofits:** replace existing interior or exterior lighting with high-efficiency LED technology
- **Building controls:** install or upgrade building automation systems (BAS) or other digital controls to optimize HVAC, lighting, and plug loads. Scopes may include sensor integration, scheduling systems, energy monitoring tools, and remote access capabilities
- **Retrocommissioning (RCx):** Systematic process for fine-tuning a building's electrical, mechanical and control systems to operate at optimal efficiency. Includes monitoring, troubleshooting and adjusting systems in existing buildings to optimize energy performance
- **Electrification projects** should be submitted under Area of Interest 4 (AOI4)

Ineligible Activities: The L-GEM Program does not intend to fund the following activities:

- **Planning and Implementation projects that include fossil-fuel or other combustion technologies** that produce greenhouse gas emissions are typically not eligible for funding. This includes new installations, infrastructure expansion, or upgrades that

¹ <https://energy.maryland.gov/Pages/Energy-Storage-Grant-Program.aspx>

extend the life of fossil fuel systems—except for basic health and safety repairs that do not prolong system use. Limited exemptions may be considered only with a thorough technical analysis demonstrating that zero-emission alternatives are not feasible for technical or safety reasons. Cost alone is not a valid justification. All exemption requests must include justification, consideration of alternative technologies, and a plan to reduce or phase out fossil fuel use in the future

- **Transportation Planning and Implementation Projects:** Funded through MEA's [Community EVSE](#) and [Medium-Duty and Heavy-Duty Zero-Emission Vehicle Grant Program](#)
- **Residential Projects**
 - Multi-family Affordable Housing funded through [Maryland Department of Housing and Community Development's Multifamily Energy Efficiency and Housing Affordability Program](#)
 - Residential energy efficiency, electrification, and solar projects funded through MEA's [Energy Efficiency Equity Program](#)
- **Schools**
 - Funded through the Maryland Energy Administration's [Decarbonizing Public Schools Program](#). Eligible applicants are Local Education Agencies (public K-12 schools and support facilities)
 - Funded through the Maryland Energy Administration's [Higher Education Clean Energy Grant Program](#)
 - Private Schools funded through the [Commercial and Industrial Program](#) and [Electrifying Community Buildings Program](#)
- **Installation of solar systems used for aggregated net metering** where 50% or more of the solar is sited on properties neither owned nor leased by the applicant
- **Replacement** of existing solar panels
- **Community solar**
 - Funded through MEA's [Community Solar Program](#)
 - Local Government Energy Modernization funding can not be used for subscription payments to a community solar project
- **Automated residential solar permitting and plan review**
 - Costs to adopt the free-to-use U.S. National Renewable Energy Laboratory SolarAPP+ residential solar permitting software funded through MEA's [SolarAPP+ Implementation Grant Program](#)
- **Measures funded by other MEA grant programs:** If applicants are applying for additional MEA grant programs, each application has to request funding for distinct measures or technologies to avoid duplicative funding

Rented or Leased Buildings: Entities that rent or lease their facilities must meet the following requirements:

- The application includes a letter of concurrence signed by the property owner stating that:
 - (1) The property owner permits the grantee to install the proposed upgrades
 - (2) The property owner will ensure that these upgrades to the subject property

remain in place and operational for the balance of the equipment's economic life, regardless of lessee turnover

- Additionally, the performance analysis must demonstrate that payback on investment for the proposed improvements is shorter than the balance of term for the lease currently in force

Note: for grantees leasing property, the grant agreement will require the grantee to return grant funds to MEA if the requirements in (1) and (2), above, are not met.

Section 3: Minimum Requirements

The following requirements apply to each applicant. Each “minimum requirement” condition must be met for applications to receive funding, no exceptions.

- **Applications are submitted by the grantee:** Third parties may not submit an application on behalf of the grantee
- **Signatory Authority:** A signature applied to the application by an officer with the authority to commit the grantee to execute the grant's requirements (e.g., Chair of the Board, President, Chief Financial Officer, General Manager, etc.). This individual should have sufficient authority to identify, authorize, and provide the necessary resources to perform implementation
- **W-9:** IRS Form W-9 for the applicant must be submitted with the application. The name on the W-9 form must match the organization name as it should appear if selected for a grant award. The mailing address on the W-9 should match the business address for the organization, where bills and other financial correspondence would be directed
- **Identification of Staff Members:** Consistent with the intent to develop capacity for ongoing efforts, applicants should identify staff involved who will be responsible for overseeing the continuation of the activities outlined in this grant announcement after the end of the award's period of performance
- **Narrative:** Counties must provide a comprehensive narrative outlining their county's vision for utilizing the full Block Grant allocation over the 36-month grant period. Include a description of the types of projects you intend to pursue such as planning and or capital project improvements, anticipated timelines, target buildings or systems, and expected outcomes. If applicable, identify key partners, internal or external resources, and any relevant planning already completed that informs your proposed approach.

Section 4: Submission and Funding Procedures

Submission Instructions: Once complete, applications should be submitted to MEA via the online electronic application listed above. MEA will not accept any application packages after the deadline listed at the beginning of this Funding Opportunity Announcement under any circumstances, and all documents received by the deadline will constitute the entire submission.

If electronic submission is not possible, an applicant should contact MEA via email at msec.mea@maryland.gov or by calling Program Manager Lacey Allor at (410) 507-7143 no fewer than fourteen (14) days prior to the deadline to arrange an alternative method of

submission.

Funding Disbursement: To access funding from their block grant allocation, counties must submit a request for each individual project to MEA. MEA will review and issue a notice to proceed for each individual project on a rolling basis. Each request must include:

- Project Measure/Name
- Total Grant Request
- Project Narrative: a summary of your proposed project, including the project location. The summary should include a detailed description of each energy measure installed as part of your proposed project
- Annual Energy Benefits and Cost Savings
- System Life
- Cost Breakdown
- Sources of Funding
- Project Timeline
- Procurement Policy

Funding will only be disbursed to awardees as projects are completed upon proof of purchase via detailed invoice documentation and project status updates provided to MEA throughout the period of performance. MEA will not reimburse the Grantee for costs incurred prior to the execution date of the grant agreement or issuances of individual notice to proceed unless MEA agrees otherwise in writing.

Electronic Payments: Participation in MEA grant programs is voluntary. If selected for award and to ensure the secure transmission of grant funds, grantee recipients of MEA funding are generally required to receive electronic payments from the State of Maryland.

Electronic payments are set up through the State of Maryland's Comptroller's Office. A successful grantee must fill out and submit the "ACH/Direct Deposit Authorization for Vendor Payments Form X-10" to the Comptroller's Office via the submission methods outlined on the X-10 form. ACH/Direct Deposit Authorization for Vendor Payment Form X-10 should not be sent to MEA.

Failure to submit ACH/Direct Deposit Authorization Form X-10 may result in award reimbursement being delayed.

If an applicant is unable to receive ACH/Direct Deposit payments, MEA may provide an exception to this requirement on a case-by-case basis, at the sole discretion of MEA.

Reporting: Provide the following updates to MEA throughout the grant performance period:

- Quarterly progress reports outlining your project's status
- Detailed invoices, as necessary, that include the date, project address, equipment name and model, quantity, cost, and total cost incurred
- Upon project completion: final close-out report and invoice

Section 5: Additional Requirements and Provisions

General Provisions:

MEA grant programs are covered by general provisions that apply to all energy programs, the most current version of these General Provisions is [General Provisions v3 2.11.22](#). The most recent General Provisions document will be incorporated into all FY26 grant agreements issued by MEA.

Program-Specific Requirements:

In addition to the general provisions, the following requirements apply to this program:

1. MEA will not reimburse for any costs expended prior to the execution of the Grant Agreement, unless MEA agrees otherwise in writing
2. The application requires a community to identify the version of the energy code that it is currently enforcing and to provide documentation demonstrating adoption of the code. To be eligible for an MSEC FY26 Program grant funding, a community should follow the 2018 International Energy Conservation Code (IECC). If an applicant itself has not adopted the IECC but, instead, follows the IECC of another entity (e.g., a municipal government adhering to a county government's codes), it must include an explanation in its application
3. **Building Energy Performance Standards Benchmarking:** Buildings subject to Maryland's Building Energy Performance Standards (BEPS)² must be in compliance with BEPS benchmarking requirements. Applicants must provide the relevant unique building identifier(s) known as UBID(s) of covered building(s) to MEA prior to execution of a grant agreement with MEA

Contact Information: For more information or assistance, please visit the [FY26 Local Government Energy Modernization webpage](#) or contact:

Lacey Allor
L-GEM Program Manager
msec.mea@maryland.gov
(410) 507-7143

² <https://mde.maryland.gov/programs/air/ClimateChange/Pages/BEPS.aspx>



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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/dr>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: December 4, 2025
Re: Findings for Gadwall Solar

Attached please find a draft letter addressing the County Commissioners' vote relative to the above referenced utility scale solar project based upon the pre-application consultation held on December 2, 2025.

Should you have any questions or require additional information, please do not hesitate to contact me.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

December 16, 2025

H&B Solutions, LLC
c/o Melissa Hall
37534 Oliver Drive
Selbyville, DE 19975

Re: Utility-Scale Solar consultation request – Arena Gadwall Solar, LLC
Tax Map 10, Parcel 24; St. Martin's Neck Road, Bishopville

Dear Ms. Hall:

Pursuant to COMAR 20.79.01.05, the Worcester County Commissioners held the pre-application consultation on Tuesday, December 2, 2025. After review of the concept plan, draft environmental review document and the staff report, the Commissioners were opposed to the 2.064 MW community solar project.

Should you have any questions, please do not hesitate to contact me at (410) 632-1200, extension 1123 or via email at jkkeener@worcestermd.gov.

Sincerely,

Jennifer K. Keener, AICP
Director



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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ONE WEST MARKET STREET, ROOM 1201
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TEL: 410.632.1200 / FAX: 410.632.3008
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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: December 4, 2025
Re: Rezoning Case No. 452 – KASA Holdings, LLC, applicant, Hugh Cropper, IV, Esquire
attorney for the applicant

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 452. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 452, seeking to rezone approximately 1.66 acres of land located on the westerly side of Stephen Decatur Highway (MD Route 611) and the easterly side of Sinepuxent Road, West Ocean City, from A-2 Agricultural District to C-2 General Commercial District. The case was reviewed by the Planning Commission at its meeting on December 4, 2025, and was given a favorable recommendation (5 to 2). The Planning Commission's written Findings of Fact and Recommendation are being prepared and will be forwarded for the public hearing.

Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

**WORCESTER COUNTY
NOTICE OF PUBLIC HEARING**

The Worcester County Commissioners will conduct a public hearing and will receive public comment on the following map amendment on **Tuesday, _____, 2025, at _____ AM** in the Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland:

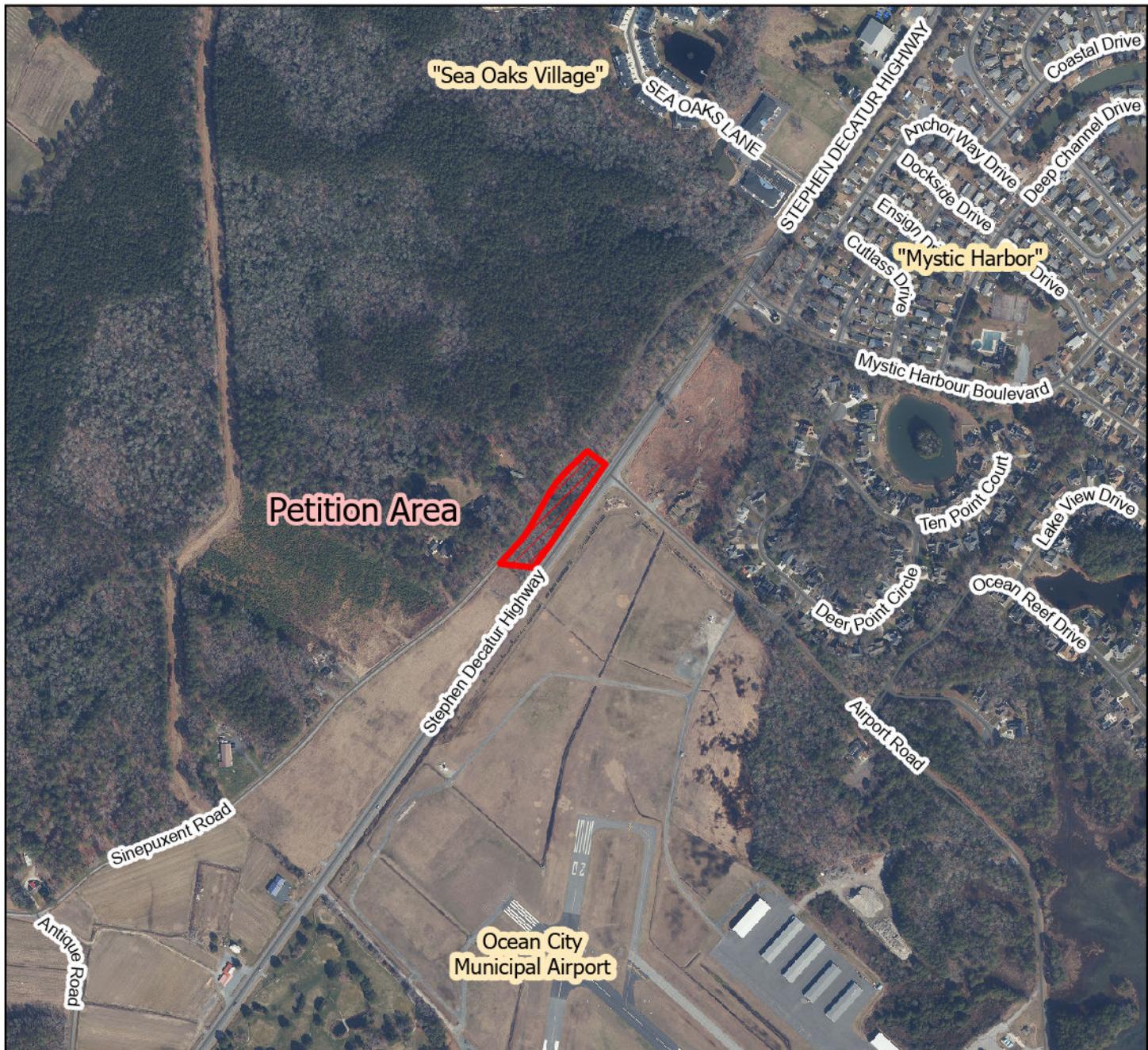
Rezoning Case No. 452, filed by Hugh Cropper on behalf of KASA Holdings, LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 1.66 acres of land located on the westerly side of Stephen Decatur Highway (MD Route 611) and the easterly side of Sinepuxent Road, West Ocean City, Tax Map 26, Parcel 340, in the Tenth Tax District of Worcester County, Maryland, from A-2 Agricultural District to C-2 General Commercial District.

A copy of the file on Rezoning Case No. 452 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are available to view online at www.co.worcester.md.us or during normal business hours at the Department of Development, Review and Permitting, One West Market Street, Room 1201, Snow Hill, MD.

THE WORCESTER COUNTY COMMISSIONERS

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 452
A-2 Agricultural District to C-2 General Commercial District
Tax Map: 26, Parcel 340 - SDAT Account ID No. 2410012376

**AERIAL IMAGERY**

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: October 2025
Source: 2024 Aerial Imagery

Prepared By: K.L.Henry
Reviewed By: J.K. Keener

0 500 1,000
Feet

This map is intended for illustrative purposes and not for regulatory action.

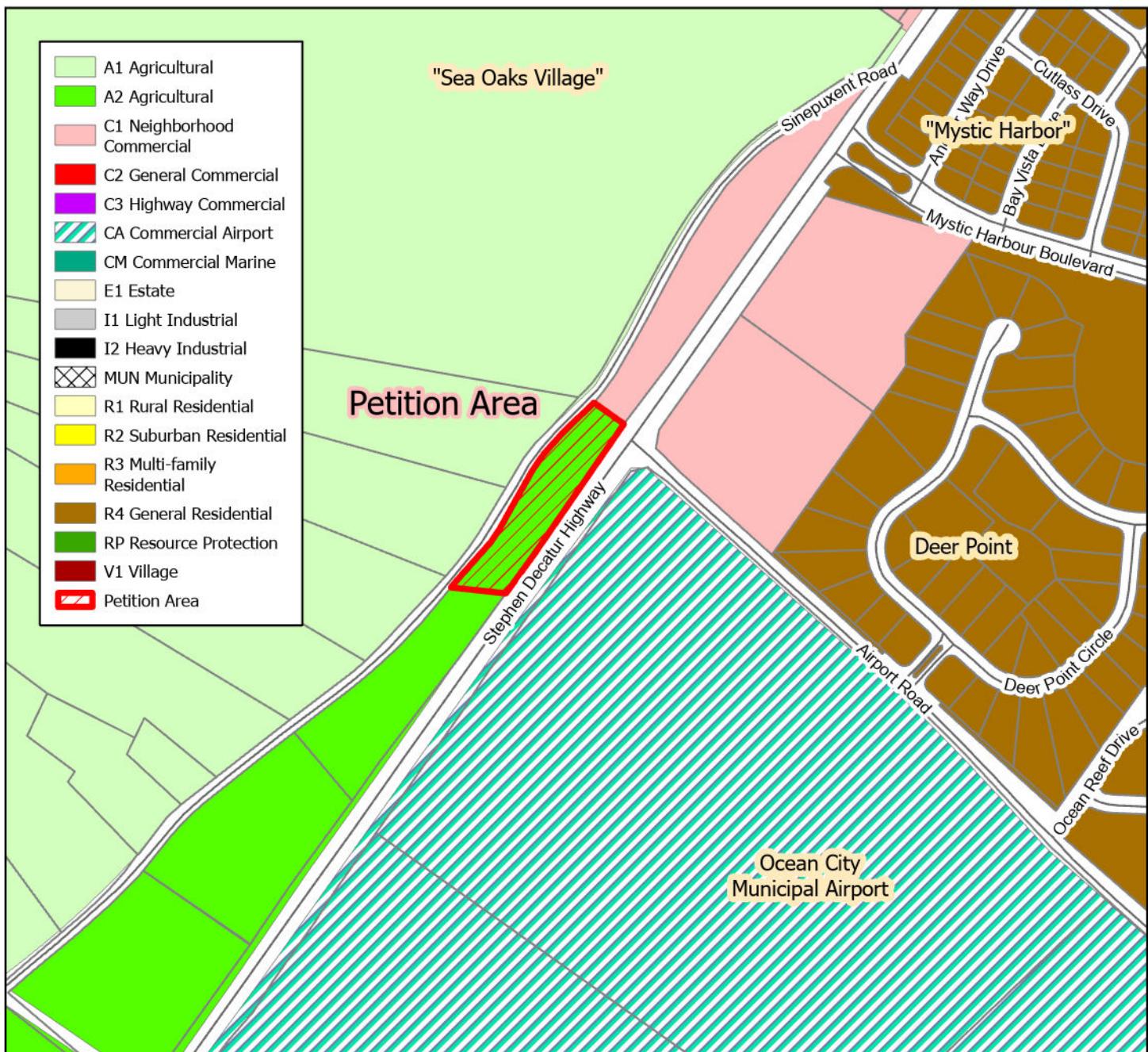
WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 452
A-2 Agricultural District to C-2 General Commercial District
Tax Map: 26, Parcel 340 - SDAT Account ID No. 2410012376



ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
Technical Services Division

Prepared: October 2025
Source: 2009 Official Zoning Map

0 250 500
Feet

Prepared By: K.L.Henry
Reviewed By: J.K. Keener

This map is intended for illustrative purposes and not for regulatory action.



Matthew Owens
Fire Marshal

Robert Korb, Jr.
Chief Deputy Fire Marshal

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1302

SNOW HILL, MARYLAND 21863-1294

TEL: 410-632-5666

FAX: 410-632-5664

MEMORANDUM

TO: Weston Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matt Owens, Fire Marshal
DATE: December 4, 2025
RE: Worcester County Fire Training Center Existing Fire Training Tower Demolition
Recommendation

Proposals were received from six bidders including Paul's Land Works & Construction, Absolute Demolition, Bridges Land Management Inc., Reynolds Excavating Inc., Chesapeake Turf LLC, and Stratified. Paul's Land Works & Construction was the lowest bid at \$13,850.00. Bids were due and opened on November 21, 2025 at 2:30pm. References for Paul's Land Works & Construction were contacted and provided positive comments and recommendations. Our recommendation is to go with the lowest bidder.

These were the bids received.

| | |
|----------------------------------|-----------|
| Paul's Land Works & Construction | \$13,850 |
| Absolute Demolition | \$33,670 |
| Bridges Land Management Inc. | \$37,500 |
| Reynolds Excavating Inc. | \$84,905 |
| Chesapeake Turf LLC | \$95,900 |
| Stratified | \$134,900 |

Please let me know if you have any questions.

Thanks,

Matt

**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

CONTRACT

THIS CONTRACT, made on November 21, 2025, between the County Commissioners of Worcester County, Maryland ("County"); and Paul's Land Works & Construction.

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

1. Successful Vendor will commence and complete the Demolition of the Existing Fire Training Tower.
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 \$13,850.00 or as shown in the Form of Bid.
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. Addenda
 - 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:
Paul's Land Works & Construction

By:
Title:
Date:



Worcester County Government
 One West Market Street | Room 1103 | Snow Hill MD 21863-1195
 (410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

TO: Worcester County Commissioners
 FROM: Missy Mason, Application Manager
 DATE: December 4, 2025
 RE: Out of State Travel Request

Out of State Travel Request

| | | |
|------------------------|----------------|-----------------------|
| Information Technology | 1 | 100.1090.020.7000.060 |
| Department | # of Attendees | GL Account Code |
| Las Vegas, NV | 4/6/2026 | 4/10/2026 |
| Destination | Depart | Return |

Purpose of Travel:

To attend the Tyler Connect 2026 Conference, which supports the County's ERP Modernization and Tyler Enterprise Permitting and Licensing (EPL) initiatives as well as Tyler New World ERP and Tyler Munis software platforms currently in use by the county. This training will provide essential knowledge to ensure the successful implementation of both systems and ongoing learning resources for current Tyler systems. The training and software upgrades will benefit all county departments, by supporting more efficient, transparent, and integrated operations throughout the County.

| | | |
|------------------|----------------------|----------------|
| Estimated Costs: | Airfare | \$900 |
| | Lodging | \$1,000 |
| | Meals | \$325 |
| | Registration Fees | \$1,249 |
| | Car Rental | |
| | Other Transportation | \$150 |
| | Other | |
| | Total | \$3,624 |



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
Candace Savage, CGFM, Deputy Chief Administrative Officer

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

Subject: **Out of State Travel Request and Over-Expenditure**
Tyler Connect Conference

Date: 12/9/2025

We are requesting one (1) EP staff member to attend the 2026 Tyler Connect Conference. The attendance is an investment our organization can make to maximize the use of the County's purchased Tyler software products for increased efficiency, insights, and problem-solving. We are also requesting an over-expenditure since we do not have funding available for this request that is outside our normal budget cycle. We will include budgeting for this in future years should the County be sending follow-up staff to this Conference.

TO: Worcester County Commissioners
FROM: Robert Mitchell, Director of Environmental Programs
DATE: December 9, 2025
RE: Out of State Travel Request

Out of State Travel Request

| EP Department | 1 # of Attendees | various GL Account Code |
|------------------|---------------------|----------------------------|
| Las Vegas, NV | 4/6/2026 | 4/10/2026 |
| Destination | Depart | Return |

Purpose of Travel: To attend Tyler Connect Conference, which supports the County's ERP Modernization and Tyler Enterprise Permitting and Licensing (EPL) initiatives. This training will provide essential knowledge to ensure the successful implementation of these systems. The software upgrades will benefit all departments, including EP by supporting more efficient and integrated operations throughout the County. We will need to purchase one (1) registration.

| | | |
|------------------|----------------------|----------------|
| Estimated Costs: | Airfare | \$900 |
| | Lodging | \$1,000 |
| | Meals | \$324 |
| | Registration Fees | \$1,249 |
| | Car Rental | |
| | Other Transportation | \$240 |
| | Other | |
| | Total | \$3,713 |



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer

FROM: Kelly Rados, Director of Recreation & Parks
Jacob Stephens, Deputy Director of Recreation & Parks

DATE: December 3, 2025

SUBJECT: Land Control Agreement- George Island Landing

The Recreation & Parks Department is working with the Maryland Department of Natural Resources to apply for US Fish and Wildlife Services Funding to complete the full reconstruction of George Island Landing boat ramp and parking lot. The total project cost is estimated at \$695,645. To date the county has received \$75,000 for engineering and \$250,000 for construction from the State Waterway Improvement Fund. If funding is approved by the Federal Government, the following funding breakdown will take place:

Requested Sport Fish Restoration Program Funds: \$ 521,734 (75%)
State Waterway Improvement Funds: \$ 173,911 (25%)

To receive federal funding for this project, it is required that the county execute a land control agreement that sets short- and long-term goals for the site such as progress reporting, purchasing of materials, retention of records, etc.

The Federal Funding that is being applied for is 100% reimbursable.

We are asking for review and signature of the land control agreement in order to move forward. The County attorney has reviewed the contract.

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

Attachment: Land Control Agreement

DEPARTMENT OF NATURAL RESOURCES

INTERAGENCY CONTRACT

**Boating Access Program
(Land Control Agreement)**

THIS INTERAGENCY CONTRACT (the "Contract"), entered into on this _____ day of
_____, 2025 by and between the

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

Engineering & Construction
Tawes State Office Building, E -3
Annapolis, MD 21401

hereinafter ("Department"),

and

WORCESTER COUNTY GOVERNMENT

1 West Market Street
Snow Hill, MD 21863

Federal ID # 52-6001064

hereinafter ("the Contractor").

WHEREAS, the Department is an agency of the State of Maryland;

WHEREAS, the Contractor is an agency of the State of Maryland, or a political subdivision of the State, or another government as defined in State Finance and Procurement Article, §11-203 of the Annotated Code of Maryland;

WHEREAS, the Department has chosen the Contractor, and the Contractor has agreed to perform the work herein and be bound by the terms of this Contract;

WHEREAS, the Department has applied for a federal Boating Access (BA) Grant, CFDA#15.605, from the U.S. Fish and Wildlife Service (USFWS) on behalf of the Contractor for this Project.

NOW, THEREFORE, the Department and the Contractor agree as follows:

ARTICLE I - PURPOSE

There are two sources of funding available to the Department to assist local governments with the construction/renovation of public boating access facilities; 1) federal Sport Fish Restoration – Boating Access (BA) funding, administered by the USFWS, and 2) state Waterway Improvement Fund (WIF) funding, administered by the Department. The purpose of this Contract is twofold:

- To provide a funding mechanism to enable the Department to pass through federal funding and providing the state WIF match to assist the Contractor with undertaking the BA project as described below, and
- To pass long-term federal/state requirements to the Contractor that will remain in effect throughout the completed project's useful life.

There are both short term (prior to construction completion) and long term (post construction completion) terms and conditions that are in effect through this Contract. Certain of these requirements are detailed immediately below and additional requirements are detailed within all the exhibits, which are attached and made part of this Contract.

ARTICLE II – SCOPE OF WORK

The Contractor shall: renovate and expand a public boating access facility at George Island Landing in Stockton, MD. This work is more particularly described in the attached Scope of Work identified as Exhibit A.

ARTICLE III – TERM

The term of this Contract begins on November 15, 2025, or the date the last party signs, whichever is later. The term of this Contract ends thirty (30) years after the date the Department conducts the final inspection of the completed project. No work shall be initiated under this Contract until it has been fully executed by all parties and the Contractor has been instructed to proceed by the Department. The work shall be completed during the period of performance specified in the EXHIBIT A Scope of Work. If reasonable progress is being made, the Department may, at its discretion, apply to USFWS for an extension of the federal grant, however, there is no guarantee that FWS will approve this request.

ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT

The Project set forth above shall be performed during the period of performance of the federal grant as specified in the Scope of Work, as stated herein for an amount to include reimbursement from the Department to the Contractor for allowable costs not to exceed **FIVE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS**

(\$521,734.00) in federal funding with a non-federal match of ONE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$173,911) in state funding for a total project cost of SIX HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS (\$695,645.00). The federal share shall not exceed 75% of the actual construction contract amount, as determined through the competitive bid process. The Contractor's documented procurement policies, guidelines and procedures must be followed.

The Contractor shall submit billings for all costs expended in the performance of this Contract in accordance with a payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, billing shall be monthly. If the Scope of Work contains a schedule for completion of various components of the work, each monthly billing shall identify the progress made in relation to the schedule and the payment being requested. Billings shall be due and payable within thirty (30) days of receipt by the Department.

A standard billing format shall be followed including, but not limited to, any Contract Identifying Number. The payment of any invoice for costs incurred or progress claimed shall not be deemed to convey the Department's acceptance of the legitimacy or accuracy of the costs or progress represented by that invoice.

After an amount has been reimbursed to the Contractor, which is equal to ninety percent (90%) of the funds initially allocated and approved for this Contract, the Department may withhold from reimbursement an amount of not more than ten percent (10%) of the total contract price, until satisfactory completion by the Contractor of performance of all tasks described under this Contract.

Should the Department determine that a cost, even if paid, should be disallowed, and should the Contractor not timely tender full payment or satisfaction, this determination of disallowance shall be considered a "claim" for purposes of the Article entitled disputes. The Contractor agrees to follow a cost accounting practice which is in accordance with the standards, principles and procedures in COMAR 21.09 and the uniform practices of the profession as acceptable to the Department. For Contracts which provide for reimbursement for allowable costs, positive time records shall be kept and summaries shall be provided at least quarterly.

ARTICLE V - GENERAL CONDITIONS

Attached hereto and expressly incorporated into and made a part of this Contract herein are the following documents:

1. Exhibit A - Scope of Work,
2. Exhibit B – The Department of Natural Resources General Conditions for Memoranda of Understanding (Rev. 5/12),
3. Exhibit C - Additional Terms and Conditions,
4. Exhibit D – U.S. Fish and Wildlife Service, Assurances – Construction Programs,

and

5. Exhibit E - U.S. Fish and Wildlife Service, General Award Terms and Conditions, Effective Date: October 1, 2024.

ARTICLE VI - CONTRACT REPRESENTATIVES

The following individuals are designated as contract representatives for their respective parties:

Department Eric Luedtke (and/or his designee)
 Director, Capital Projects
 Tawes State Office Building, E-3
 Annapolis, MD 21401
 Phone: (410) 260-8114; Email: eric.luedtke2@maryland.gov

Contractor: Weston Young
 Chief County Administrator
 1 West Market Street
 Snow Hill, MD 21863
 Phone: (410) 632-1194
 Email: wyoung@worcestermd.gov

The scope of authority of the designated Contract Representatives to act for their respective parties is set forth in the attached General Conditions.

ARTICLE VII - KEY PERSONNEL

The Contractor agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Contract:

DEPARTMENT:

- Carla Fleming, Capital Boating Program Director, Engineering & Construction; 443-534-6289; email carla.fleming@maryland.gov
- Jennifer Jackson, Statewide Federal Projects Lead and Southern Region Administrator,

Capital Boating Program; 410-897-2153; jenniferl.jackson@maryland.gov

WORCESTER COUNTY GOVERNMENT:

- Jacob Stephens, Deputy Director of Recreation & Parks
6030 Public Landing Road
Snow Hill, MD 21863
Jstephens@worcestermd.gov; (443) 783-9181

Should any of these individuals become unavailable during the term of this Contract, personnel of equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the Department, which approval may be denied by the Department at its sole discretion. Should the Contractor be unable to provide substitutes acceptable to the Department, the Department may terminate this Contract, or, at its option, negotiate with the Contractor for an equitable adjustment under the Contract relative to the loss of such Key Personnel.

ARTICLE VIII – MERGER

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

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.

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

CONTRACTOR

WORCESTER COUNTY GOVERNMENT

WITNESS

Print Name: _____

By _____

Weston Young
Chief County Administrator
Date: _____

STATE OF MARYLAND DEPARTMENT
OF NATURAL RESOURCES

WITNESS

Print Name: _____

By _____

Eric Luedtke
Director, Capital Projects
Date: _____

WITNESS

Print Name: _____

By _____

Dave Goshorn
Deputy Secretary
Date: _____

WITNESS

Print Name: _____

By _____

DNR Procurement Officer
Date: _____

Approved as to form and legal sufficiency

this ____ day of _____, 20____

Assistant Attorney General

EXHIBIT A**Scope of Work**

Task Title: George Island Landing Public Boating Access Facility Improvements

Funding: Federal: \$ 521,734 (75%)
 State: \$ 173,911 (25%)
 Total: \$ 695,645

Funding Recipient: Worcester County Government

GENERAL

The Worcester County Government shall aid the Department in renovating the public recreational boating access facility at George Island Landing (the “Project”) as described below.

The Project will be 75% funded by a federal Sport Fish Restoration – Boating Access (BA) grant (not to exceed \$484,234). The 25% match (not to exceed \$161,411) will come from State Waterway Improvement Funds. The total Project cost shall not exceed \$645,645.

PROJECT DESCRIPTION

The Worcester County Government will renovate a boating access facility on the County-owned property of George Island Landing to improve boater access to the Chincoteague Bay. The project will include:

- Removing the existing boat ramp
- Constructing a dual lane boat ramp and floating pier providing safe, ADA access for boaters and passive fishing. The floating pier will allow for tying up boats while parking trailers.
- Repaving the parking lot to improve proper waterflow and drainage.

BUDGET**Cost Estimate**

| | |
|-----------------------------|-----------|
| Mobilization/Demobilization | \$45,000 |
| Demolition | \$23,000 |
| Site Preparation | \$55,000 |
| Site Work | \$160,000 |
| Concrete Apron/Bollards | \$10,000 |
| Floating Dock | \$40,000 |
| Revetment Topping | \$103,950 |

| | |
|----------------------|-----------|
| Access Road | \$50,000 |
| Contingency (10%) | \$48,695 |
| Parking Lot Paving | \$160,000 |
| TOTAL Estimated Cost | \$695,645 |

**Requested Sport Fish Restoration Program Funds: \$ 521,734 (75%)
(100% Saltwater)**
State Waterway Improvement Funds: \$ 173,911 (25%)

PROGRESS REPORTS AND INVOICING

The Contractor will submit reports and deliverables to the DNR contact Jennifer Jackson (jennifer.l.jackson@maryland.gov). Please contact this person with any questions or issues as they arise.

Quarterly reports will be required to ensure projects are on task to meet milestone target dates. Recipients should briefly report on project status, budgets, and identification of problems or other concerns. Include sample products as appropriate.

| <u>TIME FRAME</u> | <u>DUE DATE</u> |
|-------------------------------------|------------------------|
| <u>FY 2026</u> | |
| January 1, 2026 – March 31, 2026 | April 15, 2026 |
| April 1, 2026 – June 30, 2026 | July 15, 2026 |
| <u>FY 2027</u> | |
| July 1, 2026 – September 30, 2026 | October 15, 2026 |
| October 1, 2026 - December 31, 2026 | January 15, 2027 |
| January 1, 2027 – March 31, 2027 | April 15, 2027 |
| April 1, 2027 – June 30, 2027 | July 15, 2027 |

Invoices with appropriate back-up documentation shall be submitted for periods ending (6/30, 9/30, 12/31, 3/31 and 10/31), unless monthly invoicing is needed.

Invoices with appropriate back-up documentation may be submitted to the project manager on a monthly basis with a corresponding report when necessary.

The funding recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project beyond the end date of the federal grant. The final invoice with appropriate back-up documentation shall be submitted to the Engineering & Construction unit no later than thirty days after the end date of the federal grant.

PRE-AGREEMENT COST

Pre-agreement cost is not requested or approved for this project. The grant funding is for construction only. The Contractor is responsible for all costs associated with the engineering and design service for this project.

PROGRAM INCOME

No program income is anticipated.

Program income is gross income earned from the grant supported activities (i.e. boat ramp launch fees) by the Contractor during the period of performance of the federal grant and is subject to all requirements both detailed and referenced in 2 CFR 200.80. The Contractor must immediately notify the Department if program income is anticipated and must report all program income to the Department. **Program income may reduce the amount of money the Contractor is reimbursed under the federal grant/this contract.**

Rules for Modifying a Grant-Funded, Federally-Approved Budget

To modify a federally-approved budget, scope of work, or schedule, please follow these Guidelines:

Prior approval from the Engineering & Construction Contact is necessary if:

- (a) you need to increase your budget; OR
- (b) you need to add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
- (c) you need a no-cost extension; OR
- (d) the modification will result in substantive changes to the project's goals, objectives, milestones or deliverables.

The modifications described above may also require prior approval by the Federal funding agency. If it is necessary to seek federal approval, please be aware that it can take up to three months to obtain final federal approval. Therefore, as a general guideline, requests for modifications should be submitted sixty (60) days prior to the desired effective date. There is no guarantee that such requests will be approved.

EXHIBIT B

**DEPARTMENT OF NATURAL RESOURCES
GENERAL CONDITIONS FOR
MEMORANDA OF UNDERSTANDING
REV. 5/12
[For Contracts Exempt from Procurement]**

ARTICLE I - TERMS AND APPLICABILITY

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

Specific terms used in this document have the following meaning:

- A. "Contract" means the agreement between the Department and the Contractor for performance of services, including the MOU, Scope of Work and these General Conditions.
- B. "Scope of Work" or "Work" refers to the specific contractual obligation of the Contractor as identified in the MOU or other work statement incorporated into the Contract.
- C. "Contractor" means the State agency, political subdivision or government obligated to perform services for the Department under this Contract.
- D. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

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

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

ARTICLE III - PERFORMANCE

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

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

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

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

In the case of any subcontract, the Contractor agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Contract unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Contractor, may at any time make any change in the work within the general scope of the Contract. Within fifteen (15) days of receipt of a Notice of Change, the Contractor shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Contract provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed With Changes, upon receipt of which the Contractor shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the contractual obligation. Each contract modification or change order that affects contract price is subject to the prior written approval of the Department.

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

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

ARTICLE IV - PROPERTY

The Contractor shall notify the Department in advance of public disclosure of any information related to this Contract, unless such disclosure is compelled by legislative or judicial process. The Contractor shall in all cases submit to the Department three (3) copies of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Contract which the Contractor desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Contractor to the Department at least thirty (30) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Contractor shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Contract. Furthermore, upon receipt of a written request from the Department, the Contractor shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

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

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

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

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

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

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - Recognizing that the Contractor is a government agency and, as such, is subject to limitations on the indemnity that it can legally provide, the Contractor agrees, to the fullest extent permitted by law, to indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Contract, either by the Contractor or any subcontractor, or their employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

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

ARTICLE VI - WARRANTIES AND DISCLOSURES

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

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

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

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Contractor to verify invoices submitted pursuant to this Contract.

B. Payment of State Obligations - Payments to the Contractor shall be made in accordance with the terms of the MOU. Charges for late payment are prohibited.

ARTICLE VIII - DURATION

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

B. Termination for Convenience - The performance of work under this Contract may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

C. Termination for Default - If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination and shall provide the Contractor with thirty (30) days to cure before terminating the Contract. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the Department's property. The Department shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Department can affirmatively collect damages.

D. Multi-Year Restriction - If the General Assembly fails to appropriate funds or if funds

are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available. The Contractor may not recover anticipatory profits or costs incurred after termination.

ARTICLE IX - LEGAL

A. Severability - If any of these provisions shall contravene, or be invalid under, the laws of the particular state, Town or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, Town, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable - Unless otherwise authorized by the Board of Public Works, this Contract shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency

Office of the Attorney General

Department of Natural Resources

May 2012

EXHIBIT C**Additional Terms and Conditions****I. Obligations of the Contractor**

1. The Contractor will not discriminate against any person based on race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this project.
2. The design and construction of the project will be by or under the supervision of the Contractor. Prior to the start of construction, the Contractor must secure all necessary permits. The Contractor will bid the project, and the selected contractor will abide by the ASSURANCES --CONSTRUCTION PROGRAMS attached to these Terms and Conditions and made a part of this contract as EXHIBIT D.
3. The Contractor must submit the project plans and specifications, including all contract documents and any subsequent changes, to the Department for timely review and approval, which shall not be unreasonably denied.
4. The project must be in compliance with the Forest Conservation Act of 1991 and the Maryland Economic Growth, Resource Protection, and Planning Act of 1992 prior to the reimbursement of any State (Department) funds.
5. The Department reserves the right to revert any unexpended federal or state funding or unencumbered balance from this contract during the duration of the project.
6. The Contractor will publicly advertise the project for bids by utilizing eMaryland Marketplace and/or other appropriate media. Bids will then be received, reviewed, and compiled by the Contractor. The Department reserves the right to have a representative present at the bid opening.
7. The Contractor will prepare a tabulation of bids and submit it to the Department with comments and recommendations **prior to the award of any contract**.
8. The Contractor must submit project invoices illustrating percentage of project completed, percentage of project spending by task category and a copy of paid canceled check(s).
9. The project shall be completed in accordance with the terms and conditions of any Maryland Department of Natural Resources Waterway Improvement Fund Grant Agreement.
10. The project and facilities and all records, books, papers or documents pertaining thereto shall at all reasonable times be open and available for inspection by the Department, its agents and designees.

11. The Department shall provide signs crediting the federal Sport Fish Restoration program, which the Contractor will post.
12. The Contractor agrees to manage and operate the proposed project in reference to litter, refuse and provide necessary supervision assuring facility improvements will be high in quality.
13. If the Contractor provides sanitation facilities at the ramp, the Contractor shall keep these facilities safe for public use and in good, operable condition.
14. The Contractor will assure that the Project facility will be designed and constructed for handicapped persons pursuant to MD. Code Ann., State Finance and Procurement Article, §2-501 et seq. and the Americans with Disabilities Act (ADA).

II. Additional Obligations of the Contractor after Completion.

1. In addition to any other obligations which are imposed upon the Contractor under the provisions of this Contract, within thirty (30) days after completion of the project, as certified by the Department, the Contractor agrees to assume, at its sole cost and expense, responsibility for the operation, management and maintenance of the project facilities and premises in accordance with these terms and conditions for the specified term of thirty (30) years.
2. The Contractor, at its sole cost and expense, will carry out in a timely manner and assume full responsibility for any periodic maintenance and repair work on the project area that may be necessary, in particular, any work that would effect the integrity of the Project. This maintenance shall include, but is not limited to, routine mowing of grass, trash pick-up and removal, removal of debris from the ramp/parking area/shoreline, routine repairing and reseeding of areas which may be prone to erosion, and timely and proper maintenance and repairing of the parking area.
3. Upon completion of the project, the Contractor shall assume full responsibility for its supervision which shall consist of surveillance and law enforcement as may be necessary for the suppression of vandalism and the protection of persons and property.
4. The Contractor shall submit status reports to the Department certifying that the facility remains in compliance with all terms and conditions contained in this Contract. These reports are due every five years on the anniversary of the date the project was completed and the final inspection conducted. Upon review of these reports, the Department may require additional information from the Contractor and/or the Department may require that the Contractor undertake any corrective action as needed.

III. Use of Premises

1. The Contractor and the Department agree that the Project area as described in Addendum A shall be used and occupied for the sole purpose of constructing, managing and maintaining a public boating access facility and related parking. If the Contractor ceases to maintain the Water Street boating access facility and associated federal/state funded improvements as a public facility or if the intended use of the facility is substantially changed during the term of this Contract, all Federal and State funds provided by the Department toward the Project will be reimbursed to the Department by the Contractor. Activities that interfere with the purpose of the Project are prohibited.
2. The Contractor may, at no cost or expense to the Department, develop and construct additional facilities within the boating facility project area as may be appropriate to more fully utilize the recreational potential of the site.
3. Access for inspection of maintenance and repair of the facilities by Department personnel, etc., shall not be unreasonably impeded or hampered in any way by the Contractor, its agents, assigns, employees or patrons.
4. The Contractor shall be permitted to charge reasonable launching fees, provided such fees are consistent, comparable to and at the same rate as fees charged at comparable public facilities owned and operated by a government entity. Fees must neither discriminate nor discourage anyone from using the facilities. The Contractor is prohibited from charging fees that are based upon the residence of the vessel operator and/or the homeport of the vessel.

Revenues from user fees must be utilized to offset the cost of operating and maintaining the facilities, or capital rehabilitation and enhancement. In the event that a user fee is charged, the Contractor shall establish a separate account for all funds received and expended in connection with the boating access facility. The Contractor shall preserve such records and permit the Department to inspect and audit these records upon request, but no more frequently than a semi-annual basis. The Contractor shall provide documentation to the Department of all fees to be charged for use of the facility and shall provide any additional information upon the request of the Department as to how the value of such fees is determined. No fees may be charged until the Contractor receives approval, in writing, from the Department or designee, and fees may not be increased or modified without the written consent of the Department or designee.

EXHIBIT D**ASSURANCES - CONSTRUCTION PROGRAMS**OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| | |
|---|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <input type="text" value="Completed on submission to Grants.gov"/> | TITLE <input type="text"/> |
| APPLICANT ORGANIZATION <input type="text"/> | DATE SUBMITTED <input type="text" value="Completed on submission to Grants.gov"/> |

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EXHIBIT E

U.S. Fish and Wildlife Service
General Award Terms and Conditions

Effective Date: October 1, 2024

U.S. Fish and Wildlife Service (Service) grant and cooperative agreement award recipients must follow the terms and conditions in their Notice of Award. Award terms and conditions can change. The Service will notify recipients of any changes in writing with a description of the change and the effective date.

Recipients accept their award by starting work, drawing down funds, or electronically indicating acceptance. Recipients must make their subrecipients and contractors aware of applicable award terms and conditions and ensure they comply with them. Recipient failure to comply with award terms and conditions may lead to actions described under [2 CFR §§200.339—343](#).

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

Administrative Requirements

[2 CFR Part 200, Subparts A—D](#), as supplemented by [2 CFR Part 1402—Financial Assistance Interior Regulation](#). Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

Cost Principles

[2 CFR Part 200, Subpart E—Cost Principles](#). These cost principles apply to all domestic and foreign non-Federal entities except non-profit organizations identified as exempt in Appendix VIII to 2 CFR Part 200. Non-Federal entities include for-profit organizations. The Authorized Representative's signature on a standard application form submitted to the Service represents their certification that the entity's financial system meets 2 CFR §200.302 Financial management requirements. The non-Federal entity's financial system must be sufficient to:

- 1) Permit the preparation of required reports,

- 2) Trace funds to a level of expenditures adequate to establish that the entity has used such funds per Federal statutes, regulations, and terms and conditions of the Federal award,
- 3) Provide for the requirements in 2 CFR §200.302(b), and
- 4) Comply with §§200.334 Retention requirements for records, 200.335 Requests for transfer of records, 200.336 Methods for collection, transmission, and storage of information, and 200.337 Access to records.

[**48 CFR Subpart 31.2—Contracts with Commercial Organizations**](#). These cost principles apply to non- profit organizations identified in Appendix VIII to 2 CFR Part 200.

Indirect Cost Proposals

- Institutions of Higher Education: [Appendix III to 2 CFR Part 200](#)
- Nonprofit organizations: [Appendix IV to 2 CFR Part 200](#)
- States, local government agencies, and Indian tribes: [Appendix VII to 2 CFR Part 200](#)
- For-profit entities: Contact the [DOI National Business Center, Office of Indirect Cost Rate Services](#)

See also the DOI negotiated indirect cost rate deviation policies at [2 CFR §1402.414](#).

Audit Requirements

[**2 CFR Part 200, Subpart F—Audit Requirements**](#). These audit requirements apply to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. They do not apply to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

The following statutory and national policy requirements apply to all recipients, including individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise described in this section.

[**Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management**](#). Does not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office prior to award per 2 CFR §25.110(a)(2) and bureau or office policy.

[Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation.](#) Does not apply to individuals. See 2 CFR 170 for other exceptions.

[2 CFR §175.15—Award Term for Trafficking in Persons.](#) Applies to awards to private entities as defined in 2 CFR §175.25(d), and to awards to States, local governments, Indian tribes, or foreign public entities, if the recipient could provide funding under the award to a private entity subrecipient.

Recipients receiving more than \$500,000 for activities outside the U.S. must comply with the plan and certification requirements in 2 CFR 175.105(b) before receiving an award and submit an annual certification each year the award is in effect.

[2 CFR Part 184—Buy America Preference for Infrastructure Projects.](#) None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

Service awards subject to this preference will include the [Buy America Provision for Infrastructure](#).

[Appendix XII to 2 CFR Part 200—Award Term and Condition for Recipient Integrity and Performance Matters.](#) Applies to awards with a total Federal share of more than \$500,000, except for awards to individuals and foreign public entities.

[2 CFR Part 1400—Nonprocurement Debarment and Suspension.](#) Recipients are responsible for ensuring they do not enter any covered transaction with an excluded or disqualified participant or

principal. See also [2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension \(Nonprocurement\)](#).

[2 CFR Part 1401—Requirements for Drug-Free Workplace \(Financial Assistance\).](#) Does not apply to foreign public entities or foreign organizations.

[43 CFR Part 18—New Restrictions on Lobbying.](#) The Authorized Representative's signature on a standard application form submitted to a DOI bureau or office certifies to the statements in [Appendix A to 43 CFR Part 18—Certification Regarding Lobbying.](#) If the Federal share of the award is more than

\$100,000, the recipient must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such a disclosure, the recipient must complete and submit the [SF-LLL, “Disclosure of Lobbying Activities” form](#) to the Service. For more information on when additional submission of this form is required, see 43 CFR, Subpart

18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

[41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government](#)

National Policy Encouragements

[E. O. 13043—Increasing Seat Belt Use in the United States](#). Encourages non-Federal entities to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company- owned, rented, or personally owned vehicles. The Service encourages individuals to use seat belts while driving in connection with award activities.

[E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving](#). Encourages non-Federal entities to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. The Service encourages individuals to not text message while driving in connection with award activities.

Buy America Provision for Infrastructure Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Per 2 CFR Part 184, none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the

minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Department of the Interior General Applicability Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver. Recipients are responsible for determining if an approved waiver applies to their project. A list of active waivers is available on the [Department's General Applicability Waivers web page](#). As new waivers may be issued at any time, we recommend Recipients frequently check this web page through the life of their project. If an active waiver applies to the project, the Recipient must retain a record of the applicable waiver per 2 CFR §200.334 recordkeeping requirements. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

Waiver Requests

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. Per 2 CFR §184.7, the Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. *Non-availability Waiver*: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. *Unreasonable Cost Waiver*: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. *Public Interest Waiver*: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Federal awarding agency: U.S. Fish and Wildlife Service, DOI
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total estimated infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known.
10. List of iron or steel item(s), manufactured goods, and construction material(s) proposed to be waived from the Buy America requirements. Include the name, cost, country of origin, if known, and relevant [Product Service Code](#) or [NAICS code](#) for each.
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation. For market research conducted, provide details on when it was conducted, and the sources and methods used.
13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to their [Buy America web page](#) for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers on their [Approved Waivers web page](#). The Service will notify Recipients of waiver request determinations in writing by e-mail. Waivers may be granted after an award has been issued.

However, an approved waiver will not retroactively apply to expenditures already incurred under the award before the effective date of the waiver. Any such expenditures are subject to the Buy America preferences for infrastructure.

Definitions

The terms used in this provision have the meanings given in 2 CFR §184.3.

WORCESTER COUNTY
LIBRARY

To: Weston Young, Chief Administrative Officer
From: Jennifer Ranck, Library Director 
Date: December 8, 2025
Re: New Pocomoke Library – Furnishings Request

The Library has been working with Douron to develop a unified and cost-effective approach to the task of furnishing and equipping the new Pocomoke Branch Library. The enclosed proposal includes furniture and shelving. The amount in the price quotation is within the budgeted amount for “fixtures, furniture and equipment” in the project budget (\$550,000). To help offset the County contribution, the Library has secured a grant from the Maryland State Library Agency which will cover 50% of the total cost.

Douron has recently completed projects for libraries in Anne Arundel, Cecil County, and Prince George’s County. They also outfitted the Berlin Branch Library, the Ocean City Beach Patrol Building, and various schools in Worcester County. They have 55 years of service in Maryland.

The amount exceeds the threshold that typically requires a formal bid process. I request that the County Commissioners waive the normal bidding process and accept the attached proposal from Douron for \$276,220.67 (furnishings) and \$205,056.78 (shelving) under the Mid-Atlantic Purchasing Team contract to furnish the Pocomoke Branch Library.

Outstanding FF&E expenditures include computers, printers, telephones, and miscellaneous equipment (signage and shelving displays).

Thank you for your consideration.

CLIENT

WORCESTER COUNTY PUBLIC LIBRARY
307 N WASHINGTON STREET
SNOW HILL, MD 21863
JENNIFER RANCK
JRANCK@WORCESTERLIBRARY.ORG

POCOMOKE LIBRARY
401 5TH STREET
UNIT 100
POCOMOKE CITY, MD 21851
DAWN INGRASSIA
410.957.0878
dawn@worcesterlibrary.org

INSTALL AT

QUOTE

Prepared by: TONI LAYNE
TLAYNE@DOURON.COM 443.900.4445
Issue Date: 12/8/2025
Valid Until: 10 Working Days From Above
* Pricing based on MAPT Contract #2015-42, where delivery and installation are included.

The prices quoted below are based on current governmental laws and regulations. In the event of any changes in laws, regulations, tariffs, taxes, or other governmental mandates that increase the cost of goods, materials, or services, the seller reserves the right to adjust pricing accordingly. Any such price adjustments will be communicated in writing and supported by relevant documentation.

WCPL - POCOMOKE LIBRARY - Furniture REV 2

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|----------------|--|---|----------------------------|
| 1 | DLI | 2 | WEDDINGCAKE | 4 TIER CIRCULAR DISPLAY UNIT * 42"DIA. X 46-1/2"OH * TIERED SHELVES: 42", 36", 30", 24" DIA * HORIZONTAL LAMINATE: WA-MONTICELLO MAPLE 7925-60 * VERTICAL LAMINATE: WA-SATIN STAINLESS 4830K-18 * CONCEALED CASTERS <i>CIRCULATION AREA</i> M-02A 8 WEEKS LEAD | <i>List:</i> \$9,335.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$5,255.61 | \$18,670.00 \$10,511.22 |
| 3 | DLI | 1 | CHEESECAKE | 4 TIER HALF ROUND DISPLAY UNIT * 42"DIA. X 46-1/2"OH * TIERED SHELVES: 42", 36", 30", 24" DIA * HORIZONTAL LAMINATE: WA-MONTICELLO MAPLE 7925-60 * VERTICAL LAMINATE: WA-SATIN STAINLESS 4830K-18 * CONCEALED CASTERS <i>CIRCULATION</i> M-02B 8 WEEKS LEAD | <i>List:</i> \$7,587.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$4,271.48 | \$7,587.00 \$4,271.48 |
| 6 | SWL | 2 | BR14MS | Welcome, Chair, Armless, Uph Seat and Back * SEAT & BACK FABRIC: MOMENTUM-KEPLER-SPRITZ * LEGS: METALLIC SILVER <i>ENTRANCE</i> C-01 8-9 WEEKS LEAD | <i>List:</i> \$1,365.00 <i>Discount</i> -45.20000 <i>Sell:</i> \$748.02 | \$2,730.00 \$1,496.04 |
| 7 | FFA | 1 | TUNN4242-09180 | Untized Frame Table round legs round worksurface 42w 42d 29h levelers G3 G3- HPL * LAMINATE: PIONITE-ICE FINISH WF181 * PVC EDGE: GRAY * LEG FINISH: SILVER <i>ENTRANCE</i> T-01 16 WEEKS LEAD | <i>List:</i> \$1,108.00 <i>Discount</i> -32.60000 <i>Sell:</i> \$746.79 | \$1,108.00 \$746.79 |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|-----------|---|--------------------|----------------|
| 8 | HSN | 1 | HSLVSMM | Solve Stool Mid Back Mesh Back | List: \$902.00 | \$902.00 |
| | | | .YO | Basic SynchroTilt | Discount -56.00000 | |
| | | | .A | Height/Width Adjustable | | |
| | | | .H | Hard Caster | Sell: \$396.88 | \$396.88 |
| | | | .IM | 4-Way Black | | |
| | | | \$(2) | Grade 2 Uph | | |
| | | | .WP | Whisper Vinyl | | |
| | | | 01 | Fossil | | |
| | | | .BL | Black Adjustable Lumbar | | |
| | | | .SB | Standard Base | | |
| | | | .T | Black | | |
| | | | | <i>CIRCULATION DESK</i> | | |
| | | | | C-02A | | |
| | | | | <i>5-7 WEEKS LEAD</i> | | |
| 9 | HSN | 1 | HSLVSMM | Solve Stool Mid Back Mesh Back | List: \$806.00 | \$806.00 |
| | | | .YO | Basic SynchroTilt | Discount -56.00000 | |
| | | | .N | Armless | | |
| | | | .H | Hard Caster | Sell: \$354.64 | \$354.64 |
| | | | .IM | 4-Way Black | | |
| | | | \$(2) | Grade 2 Uph | | |
| | | | .WP | Whisper Vinyl | | |
| | | | 01 | Fossil | | |
| | | | .BL | Black Adjustable Lumbar | | |
| | | | .SB | Standard Base | | |
| | | | .T | Black | | |
| | | | | <i>CIRCULATION DESK</i> | | |
| | | | | C-02B | | |
| | | | | <i>5-7 WEEKS LEAD</i> | | |
| 10 | ERG | 2 | 2422 | Amelia- Metal Leg Chair | List: \$3,621.00 | \$7,242.00 |
| | | | * | SEAT HEIGHT: 15.25" | Discount -42.80000 | |
| | | | * | BACK HEIGHT:34" | | |
| | | | * | FABRIC: ARCHITEX- DUPIONI-MALACHITE | Sell: \$2,071.21 | \$4,142.42 |
| | | | * | FRAME: BRUSHED SILVER | | |
| | | | | <i>LARGE PRINT</i> | | |
| | | | | C-03A | | |
| | | | | <i>6-8 WEEKS LEAD</i> | | |
| 11 | ERG | 2 | 2422 | Amelia- Metal Leg Chair | List: \$3,621.00 | \$7,242.00 |
| | | | * | SEAT HEIGHT: 15.25" | Discount -42.80000 | |
| | | | * | BACK HEIGHT:34" | | |
| | | | * | FABRIC:ARCHITEX-DUPIONI-CELESTIAL | Sell: \$2,071.21 | \$4,142.42 |
| | | | * | FRAME: BRUSHED SILVER | | |
| | | | | <i>LARGE PRINT</i> | | |
| | | | | C-03B | | |
| | | | | <i>6-8 WEEKS LEAD</i> | | |
| 12 | ERG | 2 | DXOR16AS | Dixon- 16"x16"Almost Square Table | List: \$1,437.00 | \$2,874.00 |
| | | | * | TABLE HEIGHT:18" | Discount -42.80000 | |
| | | | * | BASE SPREAD:1- 15"D ROUND | | |
| | | | * | LAMINATE:PIONITE-ICE FISHIN WF181-SD | Sell: \$821.96 | \$1,643.92 |
| | | | * | EDGE DETAIL: GR 2B 3MM X 1.25" FLAT PVC | | |
| | | | FS | EDGE COLOR: Folkstone | | |
| | | | BRU | BASE: Brushed | | |
| | | | | <i>LARGE PRINT</i> | | |
| | | | | T-02 | | |
| | | | | <i>6-8 WEEKS LEAD</i> | | |

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|-----------|---|---|---------------------------|
| 13 | KSN | 6 | DN1100 | Doni Four-Leg Armless Chair,Poly,Solid Color /NFR Compliance to TB 117-2013 /PWG Warm Grey /SX Starlight Silver Metallic /GPL Plastic glides | List: \$366.00 Discount -42.00000 Sell: \$212.28 | \$2,196.00 \$1,273.68 |
| | | | | COMPUTERS C-04 5-7 WEEKS LEAD | | |
| 14 | NIE | 1 | M64155 | GATEWAY PLUS FREESTANDING TABLE RECTANGLE SHAPE * 108" L X 48" D X 29" H * LAMINATE TOP: PIONITE WF181 ICE FISHIN * 1-1/4" THICK, TRANSLUCENT BEVELED EDGE, IN 1 SECTION * LEGS: POWDERCOAT FINISH WITH METALLIC SILVER * COLOR INSET: SKY BLUE * 6 CUTOUTS: MG3 2.25" GROMMET LINER-SATIN ALUMINUM * 1/4" TH X 12" H FROSTED ACRYLIC WITH POLISHED EDGES * & NIPPED CORNERS DIVIDERS-3 CENTER & 2 SIDES * 2 ADJUSTABLE WIRE MANAGEMENT PANS | List: \$15,105.00 Discount -43.30000 Sell: \$8,564.54 | \$15,105.00 \$8,564.54 |
| | | | | COMPUTERS T-03 14-16 WEEKS LEAD | | |
| 15 | DLI | 1 | WM34-90 | SPIRAL WIRE MANAGER * FINISH: BLACK | List: \$263.00 Discount -43.70000 Sell: \$148.07 | \$263.00 \$148.07 |
| | | | | T-03 3-4 WEEKS LEAD | | |
| 18 | SWL | 4 | BR14MS | Welcome, Chair, Armless, Uph Seat and Back * MS SEAT & BACK FABRIC: MOMENTUM-EON EPU- COQUETTE (TBD**) Metallic Silver | List: \$1,039.00 Discount -45.20000 Sell: \$569.37 | \$4,156.00 \$2,277.48 |
| | | | | HISTORY C-05 8-9 WEEKS LEAD | | |
| 19 | ARD | 2 | 6752 | 6752 Dava Mid-Back, Lounge Chair, Wood Base G8 GRD: Upholstery Grade 8 MO8 Momentum Grade 8 .ICA EXCURSION PATTERN: Silica Excursion * SEDONA ***** TONE: Single-Tone ASH Leg Species: Ash AS0305 Wood Finish: AS0305 White Oak on Ash AS0305 Options Complete ***** | List: \$3,502.00 Discount -40.00000 Sell: \$2,101.20 | \$7,004.00 \$4,202.40 |
| | | | | HISTORY C-06 8-9 WEEKS LEAD | | |

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|----------------|--|---|----------------------------|
| 20 | ERG | 1 | DXOR16AS | Dixon- 16"x16"Almost Square Table * TABLE HEIGHT:18" * BASE SPREAD:1- 15"D ROUND * LAMINATE:PIONITE-ICE FISHIN WF181-SD * EDGE DETAIL: GR 2B 3MM X 1.25" FLAT PVC EDGE COLOR: Folkstone FS BRU BASE: Brushed | <i>List:</i> \$1,437.00 <i>Discount</i> -42.80000 <i>Sell:</i> \$821.96 | \$1,437.00 \$821.96 |
| | | | | <i>HISTORY</i> T-04 6-8 WEEKS LEAD | | |
| 21 | SWL | 4 | BR24MS | Welcome, Chair, Armed, Uph Seat and Back * SEAT & BACK FABRIC:momentum-kepler-rivera * LEGS: METALLIC SILVER | <i>List:</i> \$1,454.00 <i>Discount</i> -45.20000 <i>Sell:</i> \$796.79 | \$5,816.00 \$3,187.16 |
| | | | | <i>MEETING ROOM 1 & 2</i> C-07A 8-9 WEEKS LEAD | | |
| 22 | SWL | 4 | BR14MS | Welcome, Chair, Armless, Uph Seat and Back * SEAT & BACK FABRIC:momentum-kepler-rivera * LEGS: METALLIC SILVER | <i>List:</i> \$1,365.00 <i>Discount</i> -45.20000 <i>Sell:</i> \$748.02 | \$5,460.00 \$2,992.08 |
| | | | | <i>MEETING ROOM 1 & 2</i> C-07B 8-9 WEEKS LEAD | | |
| 23 | FFA | 2 | TUNN4242-09180 | Untized Frame Table round legs round worksurface 42w 42d 29h levelers G3 G3- HPL * LAMINATE: PIONITE-ICE FINISH WF181 * PVC EDGE: GRAY * LEG FINISH: SILVER | <i>List:</i> \$1,108.00 <i>Discount</i> -32.60000 <i>Sell:</i> \$746.79 | \$2,216.00 \$1,493.58 |
| | | | | <i>MEETING ROOM 1 & 2</i> T-05 16 WEEKS LEAD | | |
| 24 | ARD | 8 | 2504.11.01 | TALINA LOUNGE * FRAME FINISH:METAL- SILVER METALLIC * FABRIC: ARCCOM-ZIP-FOG | <i>List:</i> \$4,283.00 <i>Discount</i> -40.00000 <i>Sell:</i> \$2,569.80 | \$34,264.00 \$20,558.40 |
| | | | | <i>READING NOOKS</i> C-08 8-9 WEEKS LEAD | | |
| 25 | ARD | 1 | SURCHARGE | 4.5% TARIFF | <i>List:</i> \$1,114.24 <i>Discount</i> .00000 <i>Sell:</i> \$1,114.24 | \$1,114.24 \$1,114.24 |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|--------------|---|--|--------------------------|
| 26 | ERG | 4 | DXOR16AS | Dixon- 16"x16"Almost Square Table * TABLE HEIGHT:18" * BASE SPREAD:1- 15"D ROUND * LAMINATE:PIONITE-ICE FISHIN WF181-SD * EDGE DETAIL: GR 2B 3MM X 1.25" FLAT PVC EDGE COLOR: Folkstone BASE: Brushed | List: \$1,437.00 Discount -42.80000 Sell: \$821.96 | \$5,748.00 \$3,287.84 |
| | | | | READING NOOK T-06 6-8 WEEKS LEAD | | |
| 27 | ERG | 1 | SURCHARGE | 4% TARIFF | List: \$561.54 Discount .00000 Sell: \$561.54 | \$561.54 \$561.54 |
| 28 | SWL | 2 | BR24MS | Welcome, Chair, Armed, Uph Seat and Back * SEAT & BACK FABRIC: MOMENTUM-KEPLER-SPRITZ * LEGS: METALLIC SILVER | List: \$1,454.00 Discount -45.20000 Sell: \$796.79 | \$2,908.00 \$1,593.58 |
| | | | | READING NOOK C-09A 8-9 WEEKS LEAD | | |
| 29 | SWL | 2 | BR14MS | Welcome, Chair, Armless, Uph Seat and Back * SEAT & BACK FABRIC: MOMENTUM-KEPLER-SPRITZ * LEGS: METALLIC SILVER | List: \$1,365.00 Discount -45.20000 Sell: \$748.02 | \$2,730.00 \$1,496.04 |
| | | | | READING NOOK C-09B 8-9 WEEKS LEAD | | |
| 30 | SWL | 1 | SURCHARGE | 3% TARIFF | List: \$391.02 Discount .00000 Sell: \$391.02 | \$391.02 \$391.02 |
| | | | | | | |
| 32 | FFA | 1 | BRRD4884 | Post Leg Table round worksurface 48w 48d 29h levelers G3 G3- HPL ? LAMINATE: PI S Silver paint | List: \$1,176.00 Discount -32.60000 Sell: \$792.62 | \$1,176.00 \$792.62 |
| | | | | READING NOOK T-07 16 WEEKS LEAD | | |
| 33 | RUS | 1 | RO-S2960-PAF | STRAIGHT ROVER DESK WITH ACRYLIC PATRON LEDGE & ACRYLIC FRONT PANEL * 60"W X 29"H * SHELL LAMINATE: WA-MONTICELLO MAPLE 7925-38 * LAMINATE TOP & EDGE: WA-DOVE GRAY * METAL: SILVER | List: \$5,829.00 Discount -50.00000 Sell: \$2,914.50 | \$5,829.00 \$2,914.50 |
| | | | | YOUNG ADULT D-01 8 WEEKS | | |

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|----------------|--|---|---------------------------|
| 34 | RUS | 1 | RO-A-23B | ROVER MOBILE BBF CABINET * 18"W X 20"D X 30"H * LAMINATE: WA-MONTICELLO MAPLE 7925-38 YOUNG ADULT D-01 8 WEEKS | List: \$3,900.00 Discount: -50.00000 Sell: \$1,950.00 | \$3,900.00 |
| 36 | HSN | 1 | HSLVTMM | Solve Task Mid Back Mesh Back .YO Basic SynchroTilt .A Height/Width Adjustable .H Hard Caster .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl .WP Fossil 01 Black Adjustable Lumbar .BL Standard Base .SB Black YOUNG ADULT C-10 5-7 WEEKS LEAD | List: \$819.00 Discount: -56.00000 Sell: \$360.36 | \$819.00 \$360.36 |
| 37 | KMP | 2 | MRBH60/PFT/FC | MyPlace Rectangle with 60" High-Back, Poly Feet, Contrast /KOM BASE KOM: ARCHITEX-DUPIONI-CELESTIAL /KOM SEAT KOM: ARCHITEX-DUPIONI-CELESTIAL /KOM BACK KOM: MOMENTUM-SILICA EXCURSION-MADRAS /NP No power /NMB No Moisture Barrier YOUNG ADULT C-11 9-11 WEEKS LEAD | List: \$5,771.00 Discount: -42.00000 Sell: \$3,347.18 | \$11,542.00 \$6,694.36 |
| 38 | KMP | 1 | MBH60/PFT/FC | MyPlace Booth Seat, Two-sided, 60" High-Back, Poly Feet, Contrast /KOM BASE KOM: ARCHITEX-DUPIONI-CELESTIAL /KOM SEAT KOM: ARCHITEX-DUPIONI-CELESTIAL /KOM BACK KOM: MOMENTUM-SILICA EXCURSION-MADRAS /NP No power /NMB No Moisture Barrier YOUNG ADULT C-12 9-11 WEEKS LEAD | List: \$7,003.00 Discount: -42.00000 Sell: \$4,061.74 | \$7,003.00 \$4,061.74 |
| 39 | KIT | 3 | AHDAA2448P-74P | Athens Booth Rectangular Table, 4"Column, 20" Base, Powdercoat, 29"H, 24x48", 74P Edge ? EDGE: COOL GREY /SX Starlight Silver Metallic LAMG1 Laminate Grade 1 AMGRD1ADE Grade 1 additional laminates- 2 week additional lead time /48307 SATIN STAINLESS 4830-7 YOUNG ADULT T-08 9-11 WEEKS LEAD | List: \$1,151.00 Discount: -42.00000 Sell: \$667.58 | \$3,453.00 \$2,002.74 |

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|--------------------|--|---|---------------------------|
| 40 | KSL | 2 | SYCNC | Sway Lounge Chair,Non-Contrast /SCG Cool Grey /BCG Cool Grey /GND Non-skid glides /KOM KOM DESIGNTEX-RAINWATER-ORIOLE | List: \$2,580.00 Discount: -42.00000 Sell: \$1,496.40 | \$5,160.00 \$2,992.80 |
| | | | | <i>YOUNG ADULT</i> C-13 7-9 WEEKS LEAD | | |
| 41 | AGR | 1 | ACEGUS | Rock Single Upholstery | List: \$3,796.00 Discount: -40.00000 Sell: \$2,277.60 | \$3,796.00 \$2,277.60 |
| | | | \$(10) S623076XP | Grade 10 Uph ARCHITEX- DUPIONI-CELESTIAL | | |
| | | | | <i>YOUNG ADULT</i> C-14 7-8 WEEKS LEAD | | |
| 42 | DLI | 2 | MF-6036-NEST-ADJT- | MAKER FLEX TABLE LAM-CAS * 60" X 36" X 27-42"H * LAMINATE: WA-SATIN STAINLESS 4830K-18 * GREY EDGEBAND * NESTING W/HAND-CRANK * BASE: PLATINUM METALLIC * LOCKING CASTERS * <i>MAKER SPACE</i> T-09 6 WEEKS LEAD | List: \$5,423.00 Discount: -43.70000 Sell: \$3,053.15 | \$10,846.00 \$6,106.30 |
| 45 | KSN | 8 | O4PSPB | Opt4 High Density Stacking Chair,Poly Seat/Poly Back /SX Starlight Silver Metallic /NFR Compliance to TB 117-2013 /O4SG Stone Grey /NS PVC/non-skid glides, non-ganging | List: \$295.00 Discount: -42.00000 Sell: \$171.10 | \$2,360.00 \$1,368.80 |
| | | | | <i>MAKER SPACE</i> C-15 8-10 WEEKS LEAD | | |
| 46 | KSN | 2 | O4SPSPB | Opt4 Cafe Stool,Poly Seat/Poly Back /30 30" seat height /SX Starlight Silver Metallic /NFR Compliance to TB 117-2013 /O4SG Stone Grey /NG Nylon glides, non-ganging | List: \$475.00 Discount: -42.00000 Sell: \$275.50 | \$950.00 \$551.00 |
| | | | | <i>MAKER SPACE</i> C-16 8-10 WEEKS LEAD | | |
| 47 | ATA | 1 | AW4LECT | 43.8 X 19.7 X2 6 Technology Ready Lectern .FSC FSC Mix Credit \$(L1STD) Grd L1 Standard Laminates .LM16 Flint E9 Flint \$(P2) P2 Paint Opt .PR6 Silver | List: \$5,692.00 Discount: -56.50000 Sell: \$2,476.02 | \$5,692.00 \$2,476.02 |
| | | | | <i>MEETING ROOM</i> M-03 6-7 WEEKS LEAD | | |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|----------------------|---|---------------------------|----------------|
| 48 | ATA | 1 | SURCHARGE | 3% TARIFF | <i>List:</i> \$142.61 | \$142.61 |
| | | | | | <i>Discount</i> .00000 | |
| | | | | | <i>Sell:</i> \$142.61 | \$142.61 |
| 49 | MIT | 120 | 1CSFF06020200N00 U00 | FLEX ONE CS FOLDING CHAIR | <i>List:</i> \$105.00 | \$12,600.00 |
| | | | | SEAT & BACK: BLACK | <i>Discount</i> -34.40000 | |
| | | | | FRAME: BLACK | | |
| | | | | GLIDES: BLACK | <i>Sell:</i> \$68.88 | \$8,265.60 |
| | | | | <i>MEETING ROOM</i> | | |
| | | | | C-17 | | |
| | | | | <i>6 WEEKS LEAD</i> | | |
| 50 | MIT | 3 | CRTTREE2 | HALF TREE CART | <i>List:</i> \$1,359.00 | \$4,077.00 |
| | | | | <i>Discount</i> -34.40000 | | |
| | | | | <i>HOLDS 30 FLEX ONE CS CHAIRS</i> | <i>Sell:</i> \$891.50 | \$2,674.50 |
| | | | | <i>MEETING ROOM</i> | | |
| | | | | M-04 | | |
| | | | | <i>6-8 WEEKS LEAD</i> | | |
| 51 | KIP | 35 | PINR2460T-74P | Pirouette,Nesting Training,Rectangular,24x60",74P Edge | <i>List:</i> \$1,512.00 | \$52,920.00 |
| | | | | <i>Discount</i> -42.00000 | | |
| | | | | <i>EDGE: WARM GREY</i> | <i>Sell:</i> \$876.96 | \$30,693.60 |
| | | | | /NNN No grommets, power, wire management/No cutouts | | |
| | | | | /SX Starlight Silver Metallic | | |
| | | | | /4EC 4 black casters w/silver hub (2 locking) | | |
| | | | | /NMP No modesty panel | | |
| | | | | LAMG1 Laminate Grade 1 | | |
| | | | | LAMG1 Grade 1 additional laminates | | |
| | | | | AMGRD1ADC SATIN STAINLESS 4830-7 | | |
| | | | | /48307 <i>MEETING ROOM</i> | | |
| | | | | T-10 | | |
| | | | | <i>5-7 WEEKS LEAD</i> | | |
| 52 | FFS | 4 | ESTCM16 | E! Seating Stacker 4 leg medium shell 16" seat height levelers | <i>List:</i> \$308.00 | \$1,232.00 |
| | | | | <i>Discount</i> -32.60000 | | |
| | | | | Mushroom shell | <i>Sell:</i> \$207.59 | \$830.36 |
| | | | | Silver | | |
| | | | | Nylon Glide | | |
| | | | | <i>JUNIORS</i> | | |
| | | | | C-18 | | |
| | | | | <i>16 WEEKS LEAD</i> | | |
| 53 | FFA | 2 | TCRP7224-09180 | Unitized Welded Frame Table round legs computer plane worksurface 72w 24d 24-32h levelers old model# INPG728C | <i>List:</i> \$1,369.00 | \$2,738.00 |
| | | | | <i>Discount</i> -32.60000 | | |
| | | | | G3- HPL | <i>Sell:</i> \$922.71 | \$1,845.42 |
| | | | | ~ LAMINATE: PIONITE-ICE FINISH WF181 | | |
| | | | | * EDGE: GRAY | | |
| | | | | ~ LEG FINISH: SILVER | | |
| | | | | <i>JUNIORS</i> | | |
| | | | | T-11 | | |
| | | | | <i>16 WEEKS LEAD</i> | | |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE | |
|------|--------|-----|--------------|--|--------------------|----------------|------------|
| 54 | TMC | 1 | LPPC3136D | PLAY CART | List: \$4,950.00 | \$4,950.00 | |
| | | | | * 36"D X 31"W X 29"OH * PANEL EDGES: MAPLE EDGE BANDING 20 * FINISH: LIGHT OAK 23 * CNC CUTOUTS ON (1) LH SIDE & FRONT PANEL * UPHOLSTERED FLOOR MAT: 3"TH * FABRIC: MOMENTUM-EVERYWHERE EPU-TBD*** * (4) LOCKING CASTERS * ACRYLIC PLAY MIRROR * 28"W X 14"H * FRAME FINISH: CLEAR 01 * MIRROR MOUNTED ON BACK PANEL, CENTERED * INSIDE OF UNIT TO ACCEPT (1) FLAT LEARNING ACTIVITY PANEL: TBD*** * JUNIORS PL-01 15-16 WEEKS LEAD | Discount -34.10000 | \$3,262.05 | \$3,262.05 |
| 55 | DLI | 1 | | CHILDREN'S CUSTOM DESK | List: \$64,377.00 | \$64,377.00 | |
| | | | | D-02 ** WEEKS LEAD | Discount -43.70000 | | |
| 56 | HSN | 1 | HSLVTMM | Solve Task Mid Back Mesh Back | List: \$819.00 | \$819.00 | |
| | | | | .YO Basic SynchroTilt .A Height/Width Adjustable .H Hard Caster .IM 4-Way Black .IM Grade 2 Uph \$(2) Whisper Vinyl .WP Fossil 01 Black Adjustable Lumbar .BL Standard Base .SB Black .T CHILDREN'S C-19 5-7 WEEKS LEAD | Discount -56.00000 | \$360.36 | \$360.36 |
| 57 | FFS | 16 | ESTCM16 | E! Seating Stacker 4 leg medium shell 16"seat height levelers | List: \$308.00 | \$4,928.00 | |
| | | | | Sunny Side Up shell Silver Silver Nylon Glide Nylon Glide | Discount -32.60000 | | |
| | | | | CHILDREN'S AREA C-20 16 WEEKS LEAD | Sell: \$207.59 | \$3,321.44 | |
| 58 | FFA | 4 | TUNN4242A32L | Untized Frame Table round legs round worksurface 42w 42d 24-32h levelers | List: \$1,128.00 | \$4,512.00 | |
| | | | | G3- HPL ~ LAMINATE: PIONITE-ICE FINISH WF181 * EDGE: GRAY ~ LEG FINISH: SILVER | Discount -32.60000 | | |
| | | | | CHILDREN'S AREA T-12 16 WEEKS LEAD | Sell: \$760.27 | \$3,041.08 | |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|---------------------|---|---|---------------------------|
| 60 | DLI | 4 | FK020-24X30X39.5-G1 | Fom Chair-Large,24"Tx30"Wx39.5"H,1"Glides Nylon Glide Grade-10 GR10 FABRIC: ARCCOM-BRITANNICA-MIST #4 <i>CHILDREN'S AREA</i> C-21A 4-6 WEEKS LEAD | <i>List:</i> \$3,129.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$1,761.63 | \$12,516.00 \$7,046.52 |
| 62 | DLI | 4 | FK021-30X30X18-G1 | 1/4 Round Wedge-Large,30"Tx30"Wx18"H,1"Glides A-000099 Nylon Glide GR7 Grade-7 * FABRIC: MOMENTUM-SILICA TECH-CALM <i>CHILDREN'S AREA</i> C-21B 4-6 WEEKS LEAD | <i>List:</i> \$2,398.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$1,350.07 | \$9,592.00 \$5,400.28 |
| 64 | DLI | 1 | F005-30X18-G1 | Round Ottoman, 30"Dx18"H, 1"Glide A-000099 Nylon Glide GR1 Grade-1 - Seat & SIDE SIL Grade-1 (Silvertex Neo) SILVERTEX-CAI Carbon <i>CHILDREN'S AREA</i> T-13A 4-6 WEEKS LEAD | <i>List:</i> \$1,306.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$735.28 | \$1,306.00 \$735.28 |
| 66 | DLI | 1 | FK032-12X12X3-Z | Triangle Flame,12"Tx12"Wx3"H,Zippered GR1 Grade-1 - Pad SIL Grade-1 (Silvertex Neo) SILVERTEX-BA Bazaar ~ No Embroidery ~ No CAL 133 Fire Retardant T-13B 4-6 WEEKS LEAD | <i>List:</i> \$287.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$161.58 | \$287.00 \$161.58 |
| 68 | DLI | 1 | FK032-12X12X3-Z | Triangle Flame,12"Tx12"Wx3"H,Zippered GR1 Grade-1 - Pad SIL Grade-1 (Silvertex Neo) ILVERTEX-IMP Imperial ~ No Embroidery ~ No CAL 133 Fire Retardant T-13C 4-6 WEEKS LEAD | <i>List:</i> \$287.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$161.58 | \$287.00 \$161.58 |
| 70 | DLI | 1 | FK032-12X12X3-Z | Triangle Flame,12"Tx12"Wx3"H,Zippered GR1 Grade-1 - Pad SIL Grade-1 (Silvertex Neo) VERTEX-LIMO Limoncello ~ No Embroidery ~ No CAL 133 Fire Retardant T-13D 4-6 WEEKS LEAD | <i>List:</i> \$287.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$161.58 | \$287.00 \$161.58 |

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|-------------------|---|--------------------|----------------|
| 72 | DLI | 2 | FK501-18X15X48-Z | Log Ottoman,18"lx15"wx48"hx,Zippered | List: \$1,153.00 | \$2,306.00 |
| | | | GR2 | Grade-2 | Discount -43.70000 | |
| | | | - | Ends | | |
| | | | FTR | Grade-2 (Tree Ring) | Sell: \$649.14 | \$1,298.28 |
| | | | :DOM_BASE-T | Tree Ring Center | | |
| | | | -- | Grade-2 (Tree Bark) | | |
| | | | FTB | Tree Bark | | |
| | | | TB | No Embroidery | | |
| | | | ~ | No CAL 133 Fire Retardant | | |
| | | | ~ | | | |
| | | | | C-22A | | |
| | | | | 4-6 WEEKS LEAD | | |
| 74 | DLI | 2 | FK501-18X15X18-Z | Log Ottoman,18"lx15"wx18"hx,Zippered | List: \$610.00 | \$1,220.00 |
| | | | GR2 | Grade-2 | Discount -43.70000 | |
| | | | - | Ends | | |
| | | | FTR | Grade-2 (Tree Ring) | Sell: \$343.43 | \$686.86 |
| | | | :DOM_BASE-T | Tree Ring Center | | |
| | | | -- | Grade-2 (Tree Bark) | | |
| | | | FTB | Tree Bark | | |
| | | | TB | No Embroidery | | |
| | | | ~ | No CAL 133 Fire Retardant | | |
| | | | ~ | | | |
| | | | | C-22B | | |
| | | | | 4-6 WEEKS LEAD | | |
| 76 | DLI | 2 | F018-45X31X35-G1 | Curved Loveseat ,45"lx31"wx35"hx,1"glide | List: \$4,732.00 | \$9,464.00 |
| | | | A-000099 | Nylon Glide | Discount -43.70000 | |
| | | | - | Seat fabric: MOMENTUM-SILICA TECH-CALM | | |
| | | | -- | Back fabric: ARCCOM-BRITANNICA-MIST#4 | Sell: \$2,664.12 | \$5,328.24 |
| | | | | CHILDREN'S AREA | | |
| | | | | C-23 | | |
| | | | | 4-6 WEEKS LEAD | | |
| 78 | TMC | 1 | X-SWHTR2276015WDD | ARBOR TREE OTTOMAN-WOOD LEGS | List: \$15,306.00 | \$15,306.00 |
| | | | | 60"DIAM X 100"hx, 16"SH | Discount -34.10000 | |
| | | | * | TREE FINISH: LIGHT OAK 23 | | |
| | | | * | BIRD FINISH: TBD*** | Sell: \$10,086.65 | \$10,086.65 |
| | | | * | FABRIC: ARCHITEX-DRIZZLE-MIST | | |
| | | | * | LEG FINISH: LIGHT OAK 23 | | |
| | | | * | CHILDREN'S AREA | | |
| | | | | C-24 | | |
| | | | | 15-16 WEEKS LEAD | | |
| 79 | TMC | 1 | LPBT10596 | CANOPY TREE-WITH BIRD | List: \$18,028.00 | \$18,028.00 |
| | | | * | TRUNK OVERALL DIMS: 11.875"wx15.625"dx96"hx | Discount -34.10000 | |
| | | | * | CANOPY OVERALL DIMS: 105.931"wx103.512"dx | | |
| | | | * | TRUNK, BRANCH, BIRD FINISH: LIGHT OAK 23 | Sell: \$11,880.45 | \$11,880.45 |
| | | | * | CANOPY FINISH: PISTACHIO 103 | | |
| | | | * | TREE IS SCALED TO WRAP A 10" x 10" COLUMN | | |
| | | | | CHILDREN'S AREA | | |
| | | | | PL-02A | | |
| | | | | 15-16 WEEKS LEAD | | |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|---------------|--|---|----------------------------|
| 80 | TMC | 1 | LPBT10596 | CANOPY TREE- WITH SQUIRREL * TRUNK OVERALL DIMS: 11.875"W X 15.625"D X 96"H * CANOPY OVERALL DIMS: 105.931"W X 103.512"D * TRUNK, BRANCH, SQUIRREL FINISH: LIGHT OAK * CANOPY FINISH: PISTACHIO 103 * TREE IS SCALED TO WRAP A 10" X 10" COLUMN | <i>List:</i> \$21,628.00 <i>Discount</i> -34.10000 <i>Sell:</i> \$14,252.85 | \$21,628.00 \$14,252.85 |
| | | | | <i>CHILDREN'S AREA</i> | | |
| | | | | PL-02B | | |
| | | | | 15-16 WEEKS LEAD | | |
| 82 | HSF | 5 | HSDLP651218RM | Contain 65Hx12Wx18D DblLckr Plinth MtlFronts 2 Dr .BX Recessed Plinth .A Arch PRO Anodized Silver \$(P1) P1 Paint Opts .LOFT Loft \$(MATCH) Match Case .NA Match Case .L Standard | <i>List:</i> \$1,818.00 <i>Discount</i> -53.50000 <i>Sell:</i> \$845.37 | \$1,818.00 \$4,226.85 |
| | | | | <i>BREAK</i> | | |
| | | | | L-01 | | |
| | | | | 5-6 WEEKS LEAD | | |
| 83 | HSN | 1 | HMS1 | Motivate High Density Stacker-Sled Base-Set/4 .N No Arm .RE Regatta .PR8 Silver Texture | <i>List:</i> \$1,192.00 <i>Discount</i> -56.00000 <i>Sell:</i> \$524.48 | \$1,192.00 \$524.48 |
| | | | | <i>BREAK</i> | | |
| | | | | C-24 | | |
| | | | | 5-6 WEEKS LEAD | | |
| 84 | HTL | 1 | HCTSQR36 | Arrange Table 36" Square Top .N No Grommet \$(L1STD) Grd L1 Standard Laminates .LOFT Loft .LOFT Loft | <i>List:</i> \$531.00 <i>Discount</i> -53.50000 <i>Sell:</i> \$246.92 | \$531.00 \$246.92 |
| | | | | <i>BREAK</i> | | |
| | | | | T-14 | | |
| | | | | 5-6 WEEKS LEAD | | |
| 85 | HTL | 1 | HCT29MX | Arrange Seated Height X-base for 36" Surfaces \$(P1) P1 Paint Opts .P8V Textured Titanium | <i>List:</i> \$798.00 <i>Discount</i> -53.50000 <i>Sell:</i> \$371.07 | \$798.00 \$371.07 |
| | | | | <i>BREAK</i> | | |
| | | | | T-14 | | |
| | | | | 5-6 WEEKS LEAD | | |
| 86 | HCG | 1 | H10501 | 10500 Series3/4 Height Ped Box/File 15-5/8W x 2 \$(L1STD) Grd L1 Standard Laminates .LOFT Loft | <i>List:</i> \$708.00 <i>Discount</i> -56.00000 <i>Sell:</i> \$311.52 | \$708.00 \$311.52 |
| | | | | <i>OFFICE</i> | | |
| | | | | S-01 | | |
| | | | | 5-6 WEEKS LEAD | | |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|-----------|---|---|------------------------|
| 87 | HCG | 1 | H105292 | 1050 Series Bookcase Hutch 36"W x 37-1/8"H \$(L1STD) Grd L1 Standard Laminates .LOFT Loft LOFT Loft <i>OFFICE</i> S-01 5-6 WEEKS LEAD | List: \$773.00 Discount: -56.00000 Sell: \$340.12 | \$773.00 \$340.12 |
| 88 | HCG | 1 | H10563 | 10500 Series Lat File 2-Drawer 36W x 20D x \$(L1STD) Grd L1 Standard Laminates .LAHD Handspun Dove LOFT Loft <i>OFFICE</i> S-01 5-6 WEEKS LEAD | List: \$1,315.00 Discount: -56.00000 Sell: \$578.60 | \$1,315.00 \$578.60 |
| 89 | HCG | 1 | H105681 | 10500 Series Return Shell 29-1/2H x 41W x 24D \$(L1STD) Grd L1 Standard Laminates .LAHD Handspun Dove LOFT Loft <i>OFFICE</i> S-01 5-6 WEEKS LEAD | List: \$667.00 Discount: -56.00000 Sell: \$293.48 | \$667.00 \$293.48 |
| 90 | HCG | 1 | H10578 | 10500 Series Desk Shell 60W x 30D x 29-1/2H \$(L1STD) Grd L1 Standard Laminates .LAHD Handspun Dove LOFT Loft <i>OFFICE</i> S-01 5-6 WEEKS LEAD | List: \$912.00 Discount: -56.00000 Sell: \$401.28 | \$912.00 \$401.28 |
| 91 | HSF | 3 | HF23S | Contain Satin Removable Lock Core Kit X101E 101E <i>OFFICE</i> S-01 5-6 WEEKS LEAD | List: \$68.00 Discount: -56.00000 Sell: \$29.92 | \$204.00 \$89.76 |
| 92 | HSN | 1 | HSLVTMM | Solve Task Mid Back Mesh Back .Y1 SynchroTilt w/ SeatSlide .V All Adjst Arm (includes pivot) .H Hard Caster .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl 01 Fossil .BL Black Adjustable Lumbar .SB Standard Base .T Black <i>OFFICE</i> C-25 5-7 WEEKS LEAD | List: \$893.00 Discount: -56.00000 Sell: \$392.92 | \$893.00 \$392.92 |

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|------------|--|---|------------------------|
| 93 | HSN | 2 | HIGS6 | Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .F Fixed .E Nylon Glide .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl .Fossil 01 Black .T | List: \$677.00 Discount: -56.00000 Sell: \$297.88 | \$1,354.00 \$595.76 |
| | | | | <i>OFFICE</i> C-26 5-6 WEEKS LEAD | | |
| 94 | HSN | 1 | HSLVTMM | Solve Task Mid Back Mesh Back .Y1 SynchroTilt w/ SeatSlide .V All Adjst Arm (includes pivot) .H Hard Caster .IM 4-Way Black \$(2) Grade 2 Uph .WP Whisper Vinyl .Fossil 01 Black Adjustable Lumbar .BL Standard Base .SB Black .T | List: \$893.00 Discount: -56.00000 Sell: \$392.92 | \$893.00 \$392.92 |
| | | | | <i>WORKROOM</i> C-27 5-7 WEEKS LEAD | | |
| 95 | HTL | 1 | HTLC4896 | Preside Preside 96W x 48D Rect Shaped Laminate Top .G 2MM/Flat LOFT Loft .N No Grommets \$(L1STD) Grd L1 Standard Laminates .LAHD Handspun Dove WORKROOM T-15 5-6 WEEKS LEAD | List: \$1,178.00 Discount: -53.50000 Sell: \$547.77 | \$1,178.00 \$547.77 |
| 96 | HTL | 1 | HT42FB4896 | Preside 42.5H Footed Base for 42 and 48x96 Top \$(P1) P1 Paint Opts .P8T Titanium WORKROOM T-15 5-6 WEEKS LEAD | List: \$1,437.00 Discount: -53.50000 Sell: \$668.21 | \$1,437.00 \$668.21 |
| 97 | HSN | 1 | SURCHARGE | 3% TARIFF | List: \$343.62 Discount: .00000 Sell: \$343.62 | \$343.62 \$343.62 |
| 98 | KSN | 2 | O4SPSPB | Opt4 Cafe Stool,Poly Seat/Poly Back /30 30" seat height /SX Starlight Silver Metallic /NFR Compliance to TB 117-2013 /O4SG Stone Grey /NG Nylon glides, non-ganging WORKROOM C-28 8-10 WEEKS LEAD | List: \$475.00 Discount: -42.00000 Sell: \$275.50 | \$950.00 \$551.00 |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|-----------|--------------|------------------|---------------------------|
| 99 | KIP | 1 | SURCHARGE | 2.48% TARIFF | | |
| | | | | | List: \$1,244.71 | \$1,244.71 |
| | | | | | Discount .00000 | |
| | | | | | Sell: \$1,244.71 | \$1,244.71 |
| | | | | | | TOTAL \$276,220.67 |

Quotation Notes:

Signing below indicates you have reviewed the above quote and accept it. Items will be ordered as per the quote, so please make sure the items are what you want. All standard Douron terms and conditions apply, as well as payment terms related to this specific account.

*Signee is responsible for any applicable sales taxes, whether quoted or not. *Special Note: These prices are based on cash or check purchase. Unless prohibited by government contract - all orders paid by credit card will incur a 2.5% processing fee.*

Acceptance Signature: _____ Date: _____

CLIENT
INSTALL AT

WORCESTER COUNTY PUBLIC LIBRARY POCOMOKE LIBRARY
307 N WASHINGTON STREET 401 5TH STREET
SNOW HILL, MD 21863 UNIT 100
JENNIFER RANCK POCOMOKE CITY, MD 21851
JRANCK@WORCESTERLIBRARY.ORG DAWN INGRASSIA
410.957.0878
dawn@worcesterlibrary.org

The prices quoted below are based on current governmental laws and regulations. In the event of any changes in laws, regulations, tariffs, taxes, or other governmental mandates that increase the cost of goods, materials, or services, the seller reserves the right to adjust pricing accordingly. Any such price adjustments will be communicated in writing and supported by relevant documentation.

WCPL - POCOMOKE LIBRARY - Shelving & End Panels
QUOTE

Prepared by: TONI LAYNE
TLAYNE@DOURON.COM 443.900.4445
Issue Date: 11/25/2025
Valid Until: 21 Days From Above

* Pricing based on MAPT Contract #2015-42

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|-----------|--|---|----------------|
| 1 | MON | 1 | LOT | AETNASTAK SHELVING UNITS  * J: (45) DF 36"W X 22"D X 72"H FIXED UNITS 5 ADJ LOW BACK FLAT SHELVES & 1 FIXED SLOPED BASE SHELF 9"H CORK BOTTOM BOOK SUPPORTS * M: (5) DF 36"W X 22"D X 66"H FIXED UNITS 4 ADJ LOW BACK FLAT SHELVES & 1 FIXED SLOPED BASE SHELF 9"H CORK BOTTOM BOOK SUPPORTS * F: (10) DF 36"W X 24"D X 60"H FIXED UNITS 4 SHELVES HIGH, LOW BACK FLAT SHELF W/9"H CORK BOTTOM BOOK SUPPORTS & BACK SUPPORTS * E: (10) DF 36"W X 24"D X 48"H FIXED UNITS 3 SHELVES HIGH, LOW BACK FLAT SHELVES W/9"H CORK BOTTOM BOOK SUPPORTS & BACK SUPPORTS * H: (3) DF 36"W X 22"D X 48"H FIXED UNITS 2 ADJ LOW BACK 9"D FLAT SHELVES. 1 FIXED BASE 10"D SLOPED SHELF, 9"H CORK BOTTOM BOOK SUPPORTS & BACK SUPPORTS * G: (2) SF 36"W X 12"D X 84"H FIXED UNITS 6 ADJ LOW BACK 9"D FLAT SHELVES. 1 FIXED BASE 10"D SLOPED SHELF, 9"H CORK BOTTOM BOOK SUPPORTS. NO CANOPY TOPS. * A: (11) SF 36"W X 12"D X 84"H FIXED UNITS 6 ADJ LOW BACK FLAT SHELVES, 1 FIXED BASE DISPLAY SHELF 9"H CORK BOTTOM BOOK SUPPORTS. NO CANOPY TOPS * K: (19) SF 36"W X 12"D X 84"H FIXED UNITS 6 ADJ LOW BACK FLAT SHELVES, 1 FIXED BASE SLOPED SHELF 9"H CORK BOTTOM BOOK SUPPORTS. NO CANOPY TOPS * C: (9) SF 36"W X 13"D X 60"H FIXED UNITS 4 SHELVES HIGH, LOW BACK FLAT SHELVES W/9"H CORK BOTTOM BOOK SUPPORTS. * B: (6) SF 36"W X 13"D X 42"H FIXED UNITS 3 SHELVES HIGH, LOW BACK FLAT SHELVES W/9"H CORK BOTTOM BOOK SUPPORTS * D: (6) SF 36"W X 13"D X 48"H FIXED UNITS 3 SHELVES HIGH, LOW BACK FLAT SHELVES W/9"H CORK BOTTOM BOOK SUPPORTS * I: (4) SF 36"W X 12"D X 48"H FIXED UNITS 3 SHELVES HIGH, LOW BACK FLAT SHELVES W/9"H CORK BOTTOM BOOK SUPPORTS * L: (1) SF 36"W X 12"D X 42"H FIXED UNITS 3 SHELVES HIGH, LOW BACK FLAT SHELVES W/9"H CORK BOTTOM BOOK SUPPORTS * METAL: TBD*** ADULT, YA, CHILDREN'S AREA | List: \$95,986.33 Discount: -32.50000 Sell: \$64,790.77 | \$95,986.33 |

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE | |
|------------------|--------|-----|------------------|---|---------------------|----------------|--|
| 12-14 WEEKS LEAD | | | | | | | |
| 4 | DLI | 1 | LOT | NUVACOR END PANELS & CANOPY TOPS | List: \$90,524.00 | \$90,524.00 | |
| | | | | * (16) END PANEL: 12-1/2"W X 84-1/2"H * (2) END PANEL: 23"W X 49-3/4"H * (4) END PANEL: 12-1/2"W X 49-3/4"H * (2) END PANEL: 12-1/2"W X 43-3/4"H * (14) END PANEL: 23"W X 72-1/2"H * (1) CANOPY TOP: 36"L X 12-3/8"W * (2) CANOPY TOP: 108"L X 22-3/4"W * (2) CANOPY TOP: 72-1/2"L X 12-3/8"W * (1) CANOPY TOP: 72-1/8"L X 22-3/4"W * FINISH: LOUNGE GREEN SW6444-MATTE W/WOOD CORE * BACK: MATCHING GREEN LAMINATE | Discount: -43.70000 | | |
| | | | | <i>ADULT AREA</i> | Sell: \$50,965.01 | \$50,965.01 | |
| 7 | DLI | 1 | LOT | END PANELS & CANOPY TOPS | List: \$58,859.00 | \$58,859.00 | |
| | | | | * (4) HPL END PANEL: 12-1/2"W X 84-1/2"H * (2) HPL END PANEL: 13-1/2"W X 43-3/4"H * (8) HPL END PANEL: 13-1/2"W X 61-3/4"H * (4) HPL END PANEL: 13-1/2"W X 49-3/4"H * (1) HPL END PANEL: 25"W X 49-3/4"H * (2) DISPLAY END PANEL: 25"W X 61-3/4"H * (3) DISPLAY END PANEL: 23"W X 67-3/4"H * (1) HPL END PANEL: 23"W X 67-3/4"H * (2) CANOPY TOP: 36"W X 13-3/8"D * (3) CANOPY TOP: 72-1/8"W X 13-3/8"D * (3) CANOPY TOP: 108-1/4"W X 13-3/8"D * (1) CANOPY TOP: 144-1/4"W X 13-3/8"D * (2) CANOPY TOP: 108-1/4"W X 24-3/4"D * (2) CANOPY TOP: 180-3/8"W X 24-3/4"D * LAMINATE: WA-MONTICELLO MAPLE 7925-60 | Discount: -43.70000 | | |
| | | | | <i>CHILDRENS & YOUNG ADULT</i> | Sell: \$33,137.62 | \$33,137.62 | |
| 10 | TMC | 1 | LOT | CUSTOM INRELIEF END PANELS & CANOPY TOPS | List: \$34,176.00 | \$34,176.00 | |
| | | | | * (2) END PANEL: 25"W X 49-3/4"H X 1-1/4"TH INRELIEF DESIGN: CUSTOM#1 PANEL FINISH: LIGHT OAK 23 * (2) END PANEL: 25"W X 61-3/4"H X 1-1/4"TH INRELIEF DESIGN: CUSTOM #2 PANEL FINISH: LIGHT OAK 23 * (1) CANOPY TOP: 144-1/4"L X 25"W X 1-1/4"TH LAMINATE: WA-MONTICELLO MAPLE 7925-60 PANEL FINISH: LIGHT OAK 23 | Discount: -34.10000 | | |
| | | | | <i>CHILDREN'S</i> | Sell: \$22,521.98 | \$22,521.98 | |
| 14-16 WEEKS LEAD | | | | | | | |
| 12 | DLI | 1 | PB-4925 PEGOBARD | PEG BOARD ACTIVITY END PANEL EP | List: \$4,328.00 | \$4,328.00 | |
| | | | | 25"W X 1-1/2"D X 49"H * PERFORATED PANEL FOR PEGS & ACCESSORIES * | Discount: -43.70000 | | |
| | | | | <i>CHILDREN'S AREA</i> | Sell: \$2,436.66 | \$2,436.66 | |
| 11-12 WEEKS LEAD | | | | | | | |

ITEM 10

| ITEM | MANUF. | QTY | PRODUCT # | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|------|--------|-----|-----------------------------|--|---|----------------------------|
| 14 | DLI | 1 | FM-4925 FUN HOUSE MIRROR EP | FUN HOUSE MIRROR ACTIVITY END PANEL 25"W X 5-1/2"D X 49"H * SHATTER-RESISTANT ACRYLIC MIRROR * W/PLAYFUL DISTORTION CURVES | <i>List:</i> \$3,989.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$2,245.81 | \$3,989.00 \$2,245.81 |
| | | | | <i>CHILDREN'S AREA</i> | | |
| | | | | 11-12 WEEKS LEAD | | |
| 16 | DLI | 1 | BD-4925 BALDROP EP | BALL DROP ACTIVITY END PANEL 25"W X 5-1/2"D X 49"H * 1" ACRYLIC RODS, FUN COLORS * INCLUDES STARTER SET OF 6 PLASTIC BALLS * | <i>List:</i> \$6,906.00 <i>Discount</i> -43.70000 <i>Sell:</i> \$3,888.08 | \$6,906.00 \$3,888.08 |
| | | | | <i>CHILDREN'S AREA</i> | | |
| | | | | 11-12 WEEKS LEAD | | |
| 19 | DOU | 1 | SERVICES | DOURON TO INSTALL SHELVING | <i>List:</i> \$25,070.85 <i>Discount</i> .00000 <i>Sell:</i> \$25,070.85 | \$25,070.85 \$25,070.85 |
| | | | | | | |

TOTAL \$205,056.78

Quotation Notes:

*Signing below indicates you have reviewed the above quote and accept it. Items will be ordered as per the quote, so please make sure the items are what you want. All standard Douron terms and conditions apply, as well as payment terms related to this specific account. Signee is responsible for any applicable sales taxes, whether quoted or not. *Special Note: These prices are based on cash or check purchase. Unless prohibited by government contract - all orders paid by credit card will incur a 2.5% processing fee.*

Acceptance Signature: _____ Date: _____



DEPARTMENT OF INFORMATION TECHNOLOGY

Worcester County

GOVERNMENT CENTER

1 WEST MARKET STREET, ROOM 1003

SNOW HILL, MARYLAND 21863

TEL: 410-632-5610

www.co.worcester.md.us/departments/it

To: Weston Young, Chief Administrative Officer

From: Lance Thomas, Deputy Director of IT

Re: Request for Renewal of County Software Support and Maintenance Contracts

The IT Department is requesting the Commissioners approve the renewal of support and maintenance on the following products. These products have been competitively quoted out in the past and approved by the Commissioners based on price and functionality. Each product is listed with the cost and the purpose of the product. The renewal quotes for each product are also included herein.

| Vendor | Manufacturer | Price | Description |
|------------|--------------|-------------|--|
| CAS Severn | Cohesity | \$17,358.90 | Backup and Recovery |
| CAS Severn | Nutanix | \$42,408.16 | Primary Server Environment |
| Alliance | Darktrace | \$57,000.00 | Identity and Email Security |
| Verinext | Fortinet | \$29,967.20 | Cybersecurity for Endpoints and Edge devices |
| | | | |

Atlanta Office
4850 River Green Parkway
Duluth, GA 30096

Philadelphia Office
510 Township Line Road, Suite 120
Blue Bell, PA 19422

ITEM 11
verinext

Worcester Count Government IT - 17 device renewal

| | | | |
|--|---|--|--|
| Prepared By: Russ Barker russ.barker@verinext.com | Prepared For: Worcester County Government Lance Thomas lthomas@co.worcester.md.us | Ship To: Worcester County Government 4767 Snow Hill Road Snow Hill, MD 21863 ATTN: Lance Thomas | Quote Information: Quote #: Q-45771 Quote Date: 11/13/2025 Expiration Date: 12/12/2025 |
|--|---|--|--|

Fortinet Renewal

| Item No. | Description | Qty | Price | Ext. Price |
|----------|---|-----|-------------|-------------|
| COTERM | Fortinet, Inc. - COTERM - SN: 17 Devices - End Date: 12/31/2026 | 1 | \$29,967.20 | \$29,967.20 |

Quote Summary:

| Description | Amount |
|------------------|-------------|
| Fortinet Renewal | \$29,967.20 |

Total: \$29,967.20

Quote Summary:

| Description | Amount |
|---------------------------|-------------|
| Fortinet Renewal | \$29,967.20 |
| Total: \$29,967.20 | |

Terms & Conditions

Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Unless an existing contract for a sale of goods or services (such as an MSA) is in place between the parties, this quote shall, at all times, be governed and controlled by the terms and conditions, respectively, for the sale of goods found here <https://verinext.com/terms-and-conditions-of-sale/> and for the sale of services found here <https://verinext.com/msa/>

| Serial Number | Earliest Start Date | Support Description | Serial Number | Earliest Start Date | Support Description |
|------------------|---------------------|--|------------------|---------------------|---|
| FGT80FTK24018645 | 2025-11-11 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates | FG100FTK22016708 | 2026-09-16 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates |
| FGT40FTK2309A25W | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates | FG100FTK22016385 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates |
| FGT40FTK2209EUK3 | 2025-12-31 | Enterprise ProtectionAV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, FortiGuard Attack Surface Security Service, FortiGate Configuration Conversion Service, 24x7 Email, 24x7 Comprehensive Support, Advance HW, FortiGuard AI-based Inline Malware Prevention, FortiGuard Data Loss Prevention Service, Firmware & General Updates | FG100FTK21024167 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates |
| FGT40FTK21099CET | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates | FG100FTK21023917 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates |
| FG100FTK23010778 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates | FG100FTK21023720 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates |
| FG100FTK23002299 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates | FG100FTK21008155 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates |
| FG100FTK22034869 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates | FG100FTK19018981 | 2025-12-31 | UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates |
| | | | FCTEMS0000109511 | 2025-12-31 | 24x7 FC support EPP |
| | | | FAC-VM0A17001236 | 2025-12-31 | 24x7 Email, 24x7 Comprehensive Support, Firmware & General Updates |



ALLIANCE TECHNOLOGY GROUP

WBE and WSOB Certified

7010 Hi Tech Drive
Hanover, MD 21076
410-712-0270

SALES QUOTATION

Quote Date: 11/7/2024
Quote Number: 169982-SG1
Alliance Sales Rep: Selwyn George
Vendor Sales Rep: Christian Yepes
Expiration Date: 11/26/2024
Payment Terms: Net 30

| Description | Product # | Item Description | Qty. | Sales Price | Ext Sales Price |
|-------------|----------------------------------|--|------|--------------------------|-----------------|
| | DT-BUNDLE-EM-ID | | 1 | \$137,178 | \$137,178 |
| | DT-PL-PD-EM-EX-000600 | Darktrace / EMAIL (Exchange Online) for 501-600 Active Users (Email) | | \$ | - |
| | | Darktrace Training (Public) | | \$ | - |
| | | Darktrace Training (eLearning) | | \$ | - |
| | | Start Date: 12/31/2024-12/30/2027 | | \$ | - |
| | DT-PL-PD-ID-000600 | Darktrace/IDENTITY for 36 Months for 501-600 Active Users (Identity) | | \$ | - |
| | | Darktrace Training (eLearning) | | \$ | - |
| | | Darktrace Training (Public) | | \$ | - |
| | | Start Date: 12/31/2024-12/30/2027 | | \$ | - |
| | DT-DP-VM-5K | Darktrace Cloud Master 5000 Connections | | \$ | - |
| | | Start Date: 12/31/2024-12/30/2027 | | \$ | - |
| | Invoicing Schedule | | | \$ | - |
| | 12/31/2024 | \$24,975 | | \$ | - |
| | 12/31/2025 | \$56,101.5 | | \$ | - |
| | 12/31/2026 | \$56,101.5 | | \$ | - |
| End User: | Worcester County Lance Thomas | | | Subtotal: | \$137,178 |
| | | | | Hardware Software Total: | \$ 137,178.00 |

Quote Acceptance Signature

Freight & Applicable Taxes Additional. Freight charges are "ESTIMATED" and "ACTUAL" charges will be invoiced. Customer is responsible for 100% of freight charges.
 This quote and configuration is confidential to Alliance and is only to be used between Alliance and the customer. In the event this provided quote and configuration is used for other purposes, consulting fees will be charged. Should customer desire to use this information for any purpose other than its original intended purpose, or wish to divulge the contents of this quote to a 3rd party, customer must obtain written permission from Alliance prior to such use. This quote is valid for 30 days past the quote date unless otherwise noted and Quote is subject to change. All Purchase Orders subject to acceptance by Alliance Technology Group, LLC. Prices subject to change prior to acceptance of Purchase Order. Payment Terms pursuant to Contract of Sale. Leasing figures are being provided to you for informational purposes only. Actual lease rates may vary and are subject to credit approval.

Alliance's Term's & Condition's apply. Alliance's T&C's can be viewed at www.alliance-it.com. Payment terms are determined by Alliance Technology Group, LLC.

Maintenance pricing quoted must be purchased with product for price to be valid. Unless pre-paid, all maintenance pricing is subject to change.

Alliance Technology Group LLC. reserves the right to impose a surcharge that is not greater than our cost of acceptance (less than 4%) on eligible credit card transactions

Please send credit application to credit@alliance-it.com. The credit application can be found at <http://www.alliance-it.com/online-credit-application.shtml>.

CAS Severn*

What's New. What's Next.

Phone: 800-252-4715, FAX: 301-776-3444
 6201 Chevy Chase Drive, Laurel, MD 20707
www.cassevern.com

Quoted to:

Worcester County
 1 West Market Street
 Rm. 1105
 Snow Hill, MD 21863

Account Executive: Carl Dodson

Phone: 301-776-3400
Email: cdodson@cassevern.com

Alternate Contact: salesops@cassevern.com

Quotation

Number: Q-12246

Revision:

Date: 10/22/2025

Expires : 11/21/2025

Contact: Lance Thomas

Phone: 410-632-1195

Fax:

Email: lthomas@co.worcester.md.us

Contract: MD HW & SW 2012 #060B2490022

| Quantity | Part Number | Manufacturer | Description | Unit Price | Extended Price |
|----------|----------------|--------------|--|------------|----------------|
| 72.00 | RSW-NCM-STR-PR | Nutanix | Subscription Renewal, Nutanix Cloud Manager (NCM) Starter Software License & Production Software Support Service for 1 CPU Core Serial # 24SW000359005, LIC-02479318 Term: 02/28/2026-02/27/2027 | \$76.23 | \$5,488.56 |
| 72.00 | RSW-NCI-PRO-PR | Nutanix | Subscription Renewal, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core Serial # 24SW000359006, LIC-02479319 Term: 02/28/2026-02/27/2027 | \$450.45 | \$32,432.40 |
| 5.00 | RSW-NUS-PRO-PR | Nutanix | Subscription Renewal, Nutanix Unified Storage (NUS) Pro Software License & Production Software Support Service for 1 TiB of data stored Serial # 24SW000359007, LIC-02479320 Term: 02/28/2026-02/27/2027 | \$606.38 | \$3,031.90 |

| | | | | | |
|------|----------------|---------|--|----------|------------|
| 3.00 | RSW-NUS-PRO-PR | Nutanix | Subscription Renewal, Nutanix Unified Storage (NUS) Pro Software License & Production Software Support Service for 1 TiB of data stored Serial # 24SW000359008, LIC-02479321 Term: 02/28/2026-02/27/2027 | \$485.10 | \$1,455.30 |
|------|----------------|---------|--|----------|------------|

| | |
|-----------|-------------|
| Subtotal | \$42,408.16 |
| Sales Tax | \$0.00 |
| Total | \$42,408.16 |

The pricing in this quote is based on special discounts from the manufacturer which may be withdrawn at any time until the proposed products are shipped. If the manufacturer withdraws the special discounts, the pricing in the quote will change. This quote expires thirty (30) days from the date listed above.

Customer agrees to all CAS terms and conditions, listed below, regarding this order.

Maryland Department of Information Technology Contract #060B2490022

The pricing in this quote is based on special discounts from the manufacturer which may be withdrawn at any time until the proposed products are shipped. If the manufacturer withdraws the special discounts, the pricing in the quote will change. This quote expires thirty (30) days from the date listed above. Payment Terms Net 30.

This quote meets the terms, conditions, and pricing of the Maryland Department of Information Technology Hardware and Associated Equipment and Services Contract #060B2490022. * Shipping costs are included unless expedited shipping is requested. Any price quoted for CAS Severn services assumes a standard unmodified CAS Severn services agreement. Revisions to the terms and conditions of the services agreement will result in the services being rebid or declined. This order is not intended to be purchased under GSA.

All Hardware, Software, Support, Maintenance and Services are Non-Returnable and Non-Refundable.

Customer has reviewed, understands and agrees with all applicable (licensing, support, etc) terms and conditions set forth by the manufacturer(s) and software publisher(s) represented on this quotation and Customer's obligations therein.

Software subscriptions may be subject to automatic renewals and overages charges. By accepting this quote by either signature or the issuance of a purchase order, Customer authorizes CAS Severn in its sole discretion to a) invoice automatically for all applicable overage charges and renewals b) request termination of automatic renewal on Customer's behalf c) cancel service for non-payment of invoices. All overage use invoices MUST be paid upon receipt

CAS Severn*

What's New. What's Next.

Phone: 800-252-4715, FAX: 301-776-3444
 6201 Chevy Chase Drive, Laurel, MD 20707
www.cassevern.com

Quoted to:

Worcester County
 1 West Market Street
 Rm. 1105
 Snow Hill, MD 21863

Account Executive: Carl Dodson

Phone: 301-776-3400

Email: cdodson@cassevern.com

Quotation

Number: Q-12268

Revision:

Date: 10/28/2025

Expires : 11/27/2025

Contact: Lance Thomas

Phone: 410-632-1195

Fax:

Email: lthomas@co.worcester.md.us

Contract: MD HW & SW 2012 #060B2490022

Alternate Contact: salesops@cassevern.com

| Quantity | Part Number | Manufacturer | Description | List Price | Discount | Unit Price | Extended Price |
|----------|----------------------|--------------|---|------------|----------|------------|----------------|
| 11.00 | SVC-DATAPROTECT | Cohesity | COHESITY DATAPROTECT SERVICE SUBSCRIPTION (1 TB). BACKUP AND RECOVERY ACROSS ON-PREM AND CLOUD WORKLOADS. SUBSCRIPTION PER BACKEND TB. Serial # SW1727916448410 Term: 11/29/2025-11/28/2026 | \$1,705.00 | 18.182% | \$1,395.00 | \$15,345.00 |
| 1.00 | CS-P-C5016-10G-SFP-3 | Cohesity | PREMIUM (24X7) SUPPORT FOR C5016-10G-SFP-3. SUBJECT TO THE SUPPORT MAINT T&C. Serial # BDA4822CTY003 Term: 11/29/2025-11/28/2026 | \$2,355.00 | 14.484% | \$2,013.90 | \$2,013.90 |

| | |
|-----------|-------------|
| Subtotal | \$17,358.90 |
| Sales Tax | \$0.00 |
| Total | \$17,358.90 |

The pricing in this quote is based on special discounts from the manufacturer which may be withdrawn at any time until the proposed products are shipped. If the manufacturer withdraws the special discounts, the pricing in the quote will change. This quote expires thirty (30) days from the date listed above.

Customer agrees to all CAS terms and conditions, listed below, regarding this order.

Maryland Department of Information Technology Contract #060B2490022

The pricing in this quote is based on special discounts from the manufacturer which may be withdrawn at any time until the proposed products are shipped. If the manufacturer withdraws the special discounts, the pricing in the quote will change. This quote expires thirty (30) days from the date listed above. Payment Terms Net 30.

This quote meets the terms, conditions, and pricing of the Maryland Department of Information Technology Hardware and Associated Equipment and Services Contract #060B2490022. * Shipping costs are included unless expedited shipping is requested. Any price quoted for CAS Severn services assumes a standard unmodified CAS Severn services agreement. Revisions to the terms and conditions of the services agreement will result in the services being rebid or declined. This order is not intended to be purchased under GSA.

All Hardware, Software, Support, Maintenance and Services are Non-Returnable and Non-Refundable.

Customer has reviewed, understands and agrees with all applicable (licensing, support, etc) terms and conditions set forth by the manufacturer(s) and software publisher(s) represented on this quotation and Customer's obligations therein.

Software subscriptions may be subject to automatic renewals and overages charges. By accepting this quote by either signature or the issuance of a purchase order, Customer authorizes CAS Severn in its sole discretion to a) invoice automatically for all applicable overage charges and renewals b) request termination of automatic renewal on Customer's behalf c) cancel service for non-payment of invoices. All overage use invoices MUST be paid upon receipt

TEL: 410.632.1320
FAX: 410.632.3031



Board of Elections

Worcester County

100 Belt Street

Snow Hill, Maryland

21863-1310

MEMO

To: Worcester County Commissioners

From: Worcester County Board of Elections

Date: 11/24/2025

Subject: Backup Early Voting Site Agreement

Commissioners,

We'd like to request to use the training room as a backup early voting site on the dates of 6/10/2026 to 6/18/2026 and 10/21/2026 to 10/29/2026.

We've used this facility in the past as a backup site and it's worked out every time. We're hoping we can do it again.

If approved, please sign the MOU and send back to me.

Thank you,

Terron Pinder
terron.pinder@maryland.gov

MEMORANDUM OF UNDERSTANDING

THIS M.O.U. is made as of the **7th** day of November 2025, by and between the Worcester County Board of Elections (hereinafter referred to as the "Board") and the Worcester County Government Center (hereinafter referred to as the "WCGC").

RECITALS

WHEREAS, The Board desires to locate an Early Voting Center site at the Worcester County Government Center, 1 W Market St, Snow Hill, MD 21863 for Worcester County's **2026 Gubernatorial** Primary and General elections; and

WHEREAS, the WCGC is willing to permit the access and use of the Training Room A at the facility for use as an Early Voting Center site;

NOW, THEREFORE, it is agreed between the parties as follows:

- I. The WCGC shall provide the use of and access to the WCGC Training Room A listed below for use as an Early Voting Center site for the **2026 Gubernatorial** election.
- II. The WCGC hereby agrees to the following:
 - A. General conditions:
 1. The Board shall have the exclusive use of and access to the Training Room A identified in this agreement for an early voting site for the **2026 Gubernatorial** election, on the following dates and times, and at such other dates and times as deemed necessary by the Board in its discretion and upon reasonable notice:

Primary Election Early Voting Days: June 11 through June 18, 2026**Location: Training Room A**

- a. Setup of early voting: Wednesday, June 10 (all day)
- b. Early Voting conducted: Thursday, June 11 thru Thursday, June 18, 2026 (including Saturday and Sunday, June 13 and June 13)

General Election Early Voting Days: October 22 through October 29, 2026**Location: Training Room A**

- a. Setup of early voting: Wednesday, October 21 (all day)
- b. Early Voting conducted: Thursday, October 22 thru Thursday, October 29, 2026 (including Saturday and Sunday, October 24 and October 25)

Early Voting Hours:

- a. Daily setup by election judges, staff: **6:00 a.m.**
- b. Early Voting hours: **7:00 a.m. to 8:00 p.m.**
- c. Closing Early Voting each night: @ 9 p.m.
- d. Closing Early Voting on final night:
@ 10 p.m. (or after all the equipment is removed by the state's designated moving company vendor)

- B. Compensation

1. The WCGC agrees to not charge the Board a rental fee. The WCGC may charge Board for cost of additional staff hourly expenses of early voting site (including maintenance personnel and their overtime, if applicable) at the amounts set by the WCGC (please provide a cost estimate hereto).
2. The WCGC will provide a line-item invoice of any additional expenses.
3. The WCGC and Board will agree in advance to an estimate of additional staff hour expenses and agree in advance of the staff positions (housekeeping, security, attendant) to be used or needed.
4. The Board agrees to cover all additional and reasonable expenses of early voting site for utilities and telecommunications, which the WCGC may incur.
5. The Board does not anticipate incurring any catering costs.

C. The WCGC hereby:

1. Authorizes the Board to enter the WCGC, at a mutually agreed date and time, to install and test equipment and telecommunications connections before early voting and remove equipment and connections after early voting, which will be at the Board's expense, and on such dates and at such times, during regular business hours, as deemed necessary by the Board in its discretion and upon reasonable notice to include necessary time after voting hours for voters to finish voting, clean-up, break down, etc. in connection with voting duties.
2. Authorizes the Board to install such temporary measures as it deems necessary to improve access to the WCGC for voters with disabilities prior to the Early Voting periods, said temporary measures to remain in place during the early voting dates.
3. Authorizes the Board to post such signage as it deems necessary to designate parking and walkways for voters who are disabled, and said signage is to remain in place during the early voting periods.
4. Agrees to provide the Board with a copy of its policies and procedures for inclement weather and other emergency situations within 60 days of full execution of this Agreement;
5. Agrees to work with the Board to determine whether the Board or WCGC is responsible for providing appropriate services in case of inclement weather or other emergency situations. The WCGC and Board will cooperate to address inclement weather or other emergency situations with the following guidelines:
 - a. In the event of a serious rainstorm, ice storm or snowstorm, the Board will contact the WCGC to immediately clear sidewalks, steps, and the parking lot and to keep same clear of snow and ice. In the event that the WCGC closes due to a weather-related issue, the meeting rooms shall remain open for the sole purpose of early voting unless and until the Governor closes the polls or changes the polling place hours.

- b. In the event of a bomb threat, electrical blackout or chemical threat, the Board will cooperate with the WCGC by moving the polling place to an alternate site, if the Board determines that such a move is required.
- 6. Within 60 days of the date of full execution of this Agreement, WCGC shall provide the Board with a copy of the facility's disaster recovery plan, if available. The Board will review the WCGC's disaster recovery plan and work with the WCGC with any areas of concern to mutually resolve.
- 7. Authorizes the Board to establish a "no electioneering zone" during early voting in accordance with federal, state and local election laws (100 feet from entrance);
- 8. Authorizes the Board to allow exit polling within the "no electioneering zone".
- 9. Shall provide security camera coverage during non-early voting hours and provide the names and titles of all individuals who have a key to the Training Room A where the voting equipment will remain during non-early voting hours. Access to the rooms where the voting equipment is located during non-voting hours shall be prohibited without a member of the Board present unless there is an emergency, and in such event, shall advise the Board immediately.
- 10. Shall provide a general description of existing building security (such as alarms and closed-circuit or Internet accessible cameras) and names of guards at the facility, if applicable. The Board may work with the WCGC to allow adding any additional temporary security measures during the early voting period, at the Board's expense.
- 11. Shall provide two points of contact for the WCGC that the Board may use during early voting (including non-early voting hours) and an alternate emergency contact, contact information to include cell phone, email address and home telephone number. The Board shall also provide two points of contact for use by the WCGC.
- 12. **Shall provide wireless radio for contact with WCGC Maintenance Department.**
- 13. Shall allow such signage within the WCGC and otherwise on WCGC property as deemed necessary by the Board in accordance with state election guidelines.
- 14. Shall permit electioneering on WCGC property outside of the 100 foot "no electioneering zone", including placement of candidates' signs and other election activity. **WCGC to provide notice of where signs, tents and canopies cannot be placed.**
- 15. Shall permit the Board to place signage directing voters to the designated parking areas, including handicapped parking.
- 16. Shall permit the Board to use the Training Room A to keep the voting units in overnight, and to place locks and tamper-tape seals on the WCGC door, during the Early Voting period.

17. Authorizes the Board to take any action that may be required in connection with the federal, state and local election laws.

IN WITNESS WHEREOF, the Board and the WCGC have caused this Agreement to be executed in duplicate by its following authorized officer or agent.

For the WCGC:

By:

Signature of authorized officer or agent

Printed name: _____

Title: _____

Date: _____

For the Board:

By:



Signature of authorized officer or agent

Printed name: Patricia Jackson

Title: Director

Date: November 7, 2025

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Nathaniel J. Passwaters
Chief Deputy



December 9, 2025

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: FY26 Lateral Applicant Salary Adjustment

Greetings,

On behalf of Sheriff Crisafulli, this memorandum is to recommend a salary adjustment for lateral applicants to address ongoing challenges in recruitment, retention, and workforce sustainability within the Worcester County Sheriff's Office. Sheriff Crisafulli is respectfully requesting to be placed on the Commissioners meeting agenda on Tuesday December 16, 2025.

As you are aware, law enforcement agencies nationwide are experiencing unprecedented staffing shortages. Recruitment has slowed considerably due to a competitive job market, generational workforce shifts, and heightened occupational risks. Meanwhile, retention has become increasingly difficult as Deputies are pursuing other agencies for various reasons, compensation being at the forefront. These trends have not only caused increased overtime expenditures due to staffing shortfalls, but have also caused significant operational strain on remaining personnel, affecting morale, workload balance, and potential public safety service delivery.

Over the last year, the Sheriff's Office had a number of highly qualified applicants that wanted to lateral transfer from their agency to the Worcester County Sheriff's Office, however, this was hindered due to the amount credit allowed for years of experience, and ultimately unacceptable salary for the applicant. Currently the highest step on the existing pay scale that a lateral applicant could come to the Worcester County Sheriff's Office is maxed at a Step 5, which has caused these qualified applicants to reconsider leaving their current agency to come to the Worcester County Sheriff's Office. Agencies across the region are offering significant incentives to attract lateral applicants, where years of service are factored into the starting salary. As a result of these staffing challenges, Sheriff Crisafulli requests approval of the following for lateral applicants.

- Approval to provide a step-in grade for each full year of service up to a Step 9
- Approval to start laterals who have a minimum of three years of experience at the rank of Deputy First Class, at Grade 23.

- Approval to compensate eligible existing personnel that were laterals hires upon approval of the aforementioned request.
- Approval to adjust the budgeted amount for current vacancies from Grade 22, Step 5 to Grade 23, Step 9. It's important to note that lateral applicants will only get an additional step for each year of service. Although we cannot predict who will fill the vacancies it is out of an abundance of caution that we wanted to budget for the starting lateral max salary for the four vacant positions that we currently have.

The mid-budget cost to compensate eligible current personnel would be approximately **\$76,677.08** which includes retirement and other benefit increases.

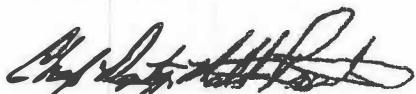
The mid-budget cost to adjust starting salary for the current lateral applicant vacancies would be approximately **\$29,562.72** which also includes all benefit costs.

The total cost for this FY26 budget salary adjustment request would be **\$106,239.80** beginning on January 5, 2026.

This expenditure for the remaining FY 26 budget year would be covered with personnel savings from the vacancies that the Sheriff's Office has had over the last year. The estimated amount of savings from personnel vacancies exceeds that estimated amount for this request. In development of this request, Sheriff's Office leadership discussed and verified these costs with Worcester County Administration and Human Resources.

Investing in competitive compensation for our law enforcement officers is essential to maintaining public safety, operational effectiveness, and community trust. Without immediate action, we risk further staffing shortages that compromise response times, proactive policing, and officer well-being. As always, Sheriff Crisafulli and the members of the Worcester County Sheriff's Office appreciate the commitment of your staff and the Worcester County Commissioners to the Sheriff's Office and the citizens of Worcester County.

Respectfully,



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

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Nathaniel J. Passwaters
Chief Deputy



December 9, 2025

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: Information to Commissioners
Axon AI Software Contract

Greetings,

On behalf of Sheriff Crisafulli, I am writing this memorandum to inform the Worcester County Commissioners that in our FY27 budget request, Sheriff Crisafulli would be requesting to add the AI software bundle to the Sheriff's Office Axon contract. Over the last several months, Sheriff's Office personnel have been meeting with representatives from Axon and evaluating the need for adding AI software. As the Sheriff's Office continues to manage growing workloads, rising documentation demands, and the need for improved officer efficiency and risk mitigation, the AI software offers capabilities that directly address these challenges.

In discussion with Axon, representatives from Axon provided a quote regarding to the cost for adding AI software to our current contract. The total cost for this software is \$1,420,000.00 over four years. However, Axon has offered \$420,000.00 discount if we enter into a contract with them prior to December 31st, 2025. It is understood that Sheriff's Office would only be able to move forward with this contract contingent on funding being approved in the FY27 budget. Axon provided a contract to us with language that states the following:

17.2. By Customer. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

This contract was forwarded to Worcester County Administration and the County Attorney for review. As you may know, AI software is becoming increasingly more expensive as it continues to evolve. Due to the fact that this contract would only be contingent upon funding approval in the FY27 budget and to take advantage of significant cost savings, Sheriff Crisafulli intends to move forward by signing this contract.

Adding the AI software to our current Axon contract represents a forward-looking investment that aligns with operational efficiency, risk reduction, and modernization priorities. The bundle reinforces our existing Axon system while providing significant time savings, enhanced accuracy, and improved investigatory support. By leveraging these AI capabilities now, we position the Worcester County Sheriff's Office to meet growing demands while enhancing performance across multiple operational areas.

Respectfully,



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

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

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr.*
DATE: December 8, 2025
SUBJECT: Riddle Farm WWTP Final Balancing Change Order

Public Works is submitting for Commissioner approval the attached final balancing change order for the upgrades at the Riddle Farm Wastewater Treatment Plant. The change order has been reviewed by the County's design engineer, George Miles & Buhr and they agree with quantities listed. The change order extends the contract time from 360 days to 438 days due to long lead items and reduces the final contract amount from \$3,547,890.00 to \$3,322,436.42, **a savings of \$288,588.52**. Work is substantially complete on the project and Public Works recommends approval of the change order.

Please let me know if there are any questions.

Attachments

CC: Ondrea Starzhevskiy
Quinn Dittrich
Lee Beauchamp
Tony Fascelli

CHANGE ORDER NO. 3

| | | | |
|----------------|--|---------------------------------|-------------------------|
| Owner: | Worcester County, Maryland | Owner's Project No.: | N/A |
| Engineer: | George, Miles & Buhr, LLC | Engineer's Project No.: | 220047.B |
| Contractor: | M2 Construction, LLC | Contractor's Project No.: | 24016 |
| Project: | Riddle Farm WWTP Equipment Upgrades | | |
| Contract Name: | Riddle Farm WWTP Equipment Upgrades | | |
| Date Issued: | December 8, 2025 | Effective Date of Change Order: | December 8, 2025 |

The Contract is modified as follows upon execution of this Change Order:

Description:

Change Order No.3 includes several PCOs, balancing of unused contingent bid items, and deduction of MBR Equipment & Services Assignment.

Attachments:

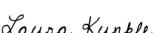
Change Order No.3 Summary, BCO form, PCO supporting documentation, temporary membrane filtration unit invoices from Veolia

| Change in Contract Price | Change in Contract Times |
|--|--|
| Original Contract Price: \$ 3,578,490.00 | Original Contract Times: Substantial Completion: 360 Calendar Days Ready for final payment: 420 Calendar Days |
| Increase from previously approved Change Orders No. 1, No. 2 \$ 32,534.94 | Increase from previously approved Change Orders No.1, No. 2 Substantial Completion: 64 Calendar Days Ready for final payment: 18 Calendar Days |
| Contract Price prior to this Change Order: \$ 3,611,024.94 | Contract Times prior to this Change Order: Substantial Completion: 424 Calendar Days Ready for final payment: 438 Calendar Days |
| Increase this Change Order: \$ (288,588.52) | Increase this Change Order: Substantial Completion: 0 Calendar Days Ready for final payment: 0 Calendar Days |
| Contract Price incorporating this Change Order: \$ 3,322,436.42 | Contract Times with all approved Change Orders: Substantial Completion: 424 Calendar Days Ready for final payment: 438 Calendar Days |

Recommended by Engineer

By:  Chris Derbyshire, P.E.

Accepted by Contractor



Title: Project Director, GMB

Project Manager

Date: December 8, 2025

December 8, 2025

Authorized by Owner

By:

Title:

Date:

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ORDER NO: 3
 DATE: December 8, 2025

CONTRACT CHANGE ORDER SUMMARY FORM

CONTRACT FOR: Riddle Farm Wastewater Treatment Plant Equipment Upgrades

OWNER: Worcester County, Maryland

To: M2 Construction, LLC.
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Description of Changes | CHANGE in Contract Duration (Calendar Days) | DECREASE in Contract Price | INCREASE In Contract Price |
|---|---|-------------------------------|-------------------------------|
| 1. PCO 2: Column & Concrete Crack Repair | 0 | 0 | \$1,545.72 |
| 2. WCD No.1/PCO 4: Additional Heat Trace & Insulation | 0 | 0 | \$13,443.88 |
| 3. WCD No.2/PCO 5: Duct-O-Wire Remote System | 0 | 0 | \$1,956.43 |
| 4. Balancing of Unit Price and Contingent Bid Items | 0 | \$305,534.55 | 0 |
| NET CHANGE IN CONTRACT PRICE | Substantial: 0 Final Payment: 0 | \$288,588.52 | 0 |

JUSTIFICATION:

PCO 2: Column & Concrete Crack Repair- was requested by GMB as a crack had developed in the existing concrete tankage underneath the monorail beam support. There was concern that the crack may spread due to the corrosive environment and lower the structural integrity of the monorail beam. A repair to the crack and base of the support was required. There was a dispute as to who should bear the responsibility of repair cost, an agreement was reached that the County and M2 would each pay 50% of the repair cost. The amount shown above is 50% of the PCO amount.

WCD No.1/PCO 4: Additional Heat Trace & Insulation- was initiated by GMB as it was determined that the Backwash Settling Tank required additional heat tracing and insulation beyond that shown on the Contract Drawings to ensure that all piping which may “hold” liquid would be protected from freezing.

WCD No.2/PCO5: Duct-O-Wire Remote System- was requested by WCPW as pendant operation of the internal recycle pump hoist would require plant operators to navigate the pendant cord around piping and supports, which was deemed inefficient and a safety issue for plant operators. The wireless remote control of the motorized hoist will allow for safe operation of the hoist.

BCO: Balancing of Unit Price Contingent Bid Items and Stipulated Assignment Price- was necessary to adjust the value of the Contingent Bid Items based on quantities used. Additionally, the County did not assign the Veolia contract to M2 construction and paid Veolia directly; therefore, this is being deducted from the M2 contract amount. Refer to the attached spreadsheet.

**-END OF CHANGE ORDER-
SUMMARY FORM**

| FINAL ADJUSTMENTS AND BALANCING OF UNIT PRICE CONTINGENT BID ITEMS | | | | | | | |
|--|---|-------|--------------|--------------|-----------------|-----------------|-----------------|
| Item No. | Description | Units | Bid Quantity | Unit Price | Actual Quantity | ADD | DEDUCT |
| CONTINGENT PRICE BID ITEMS | | | | | | | |
| B1 | Furnish and Place Misc Concrete 3000PSI | SF | 10 | \$650.00 | 0.0 | - | \$ (6,500.00) |
| B2 | Furnish and Place Gravel Bedding | SF | 10 | \$120.00 | 0.0 | - | \$ (1,200.00) |
| B3 | Furnish and Place Special Backfill | SF | 10 | \$330.00 | 0.0 | - | \$ (3,300.00) |
| B4 | Temporary Membrane Filtration System | SF | 5 | \$52,200.00 | see invoices | \$ 17,515.45 | - |
| EQUIPMENT & SERVICES ASSIGNMENT | | | | | | | |
| C1 | MBR Equipment & Services Stipulated Price | LS | 1 | \$312,050.00 | 0 | - | \$ (312,050.00) |
| | | | | | | \$ 17,515.45 | \$ (323,050.00) |
| PROPOSED CHANGE ORDERS | | | | | | | |
| PCO2 | Column & Concrete Crack Repair | LS | - | - | - | \$ 1,545.72 | - |
| PCO4 | Additional Heat Trace & Insulation | LS | - | - | - | \$ 13,443.88 | - |
| PCO5 | Duct-O-Wire Remote System | LS | - | - | - | \$ 1,956.43 | - |
| | | | | | | \$ 16,946.03 | \$ - |
| CHANGE ORDER NO.3 / BALANCING CHANGE ORDER | | | | | NET = | \$ (288,588.52) | |

3401 Marietta Avenue
Lancaster, PA 17601



717-305-8801 PH
717-823-6979 FX

www.m2constructionllc.com

| | |
|-----------------|---|
| PROJECT NAME: | Riddle Farm WWTP |
| TO: | Worcester County Dept. of Public Works |
| INITIATED BY: | Contractor Proposal |
| TIME EXTENSION: | 0 Days |

| | |
|-------------------------|------------------|
| PROJECT #: | 24016 |
| CHANGE ORDER REQUEST #: | 2 |
| DATE SUBMITTED: | 7/23/2025 |
| REQUESTED REPLY DATE: | 8/6/2025 |

DESCRIPTION: Column & Concrete Crack Repair

This Request For Change consists of the following scope of work:

This Change Order is submitted in response to Field Order No. 3 dated July 17, 2025, which directed the repair of a concrete crack located beneath the base plate for the W8x24 steel column supporting the new monorail.

The cost included in this Change Order accounts for the additional labor and materials required to complete the specified repair to the crack at the panel joint beneath the base plate, which was installed in accordance with the contract drawings.

| | | |
|----------------|----|-----------------|
| LABOR: | \$ | 181.82 |
| MATERIAL: | \$ | 37.30 |
| SUBCONTRACTOR: | \$ | 2,872.32 |
| EQUIPMENT: | \$ | - |
| TOTAL | \$ | 3,091.44 |

Please review the attached information and forward an approved change order at your earliest convenience if you would like us to proceed with this work.

Respectfully,

Laura Kunkle

M2 CONSTRUCTION LLC

ITEM 15



Laura Kunkle
M2 Construction

July 23, 2025
Quote: 2507-181

Reference: Riddle Farm WWTP Base Plate Modification

The Richard L. Senenig Company is pleased to provide you with this proposal for the referenced project.

Our pricing for this job is **two thousand five hundred sixty dollars (\$2,560.00)**

Included in Scope of Work:

1. Fabricate and install base plate extension and gusset per provided sketch. Include anchors.

Clarifications:

1. Materials will be finished per specs.

Exclusions:

1. Weekend or Holiday delivery/installation.
2. All engineering, testing, and inspections.
3. Prevailing wage.
4. Any item(s) not specifically listed above.

Terms and Conditions:

1. Quote is valid for 90 days.
2. Payment is due and payable 30 days from date of invoice.

If you have any questions or concerns, please let us know.

Sincerely,

Timothy S. Zell

Timothy S. Zell
Estimator/Project Manager

RICHARD L. SENENIG COMPANY

67

YEARS

1958

2025



This quote is subject to a mutually agreeable contract, and if no mutually agreeable contract can be reached, the parties agree to use the Standard Form AIA A401-1997 Subcontract Agreement. Also, to the extent any provisions of this proposal are inconsistent with any other subcontract documents, the provisions of this proposal shall control and take precedence.

FIELD ORDER NO.: 3

| | | | |
|--------------|--|-------------------------|-----------------|
| Owner: | Worcester County, Maryland | Owner's Project No.: | |
| Engineer: | George, Miles & Buhr, LLC | N/A | |
| Contractor: | M2 Construction, LLC | Engineer's Project No.: | 220047.B |
| Project: | Riddle Farm WWTP Equipment Upgrades | Contractor's Project | |
| Contract | | No.: | 22016 |
| Name: | Riddle Farm WWTP Equipment Upgrades | | |
| Date Issued: | | Effective Date of Field | |
| 7/17/25 | | Order: 7/17/25 | |

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s): **N/A**

Drawing(s) / Details (s): **S-1.1 & S-1.2**

Description:

1. The concrete crack underneath the base plate for the W8x24 steel column supporting the new monorail beam shall be repaired per the attached Repair Detail. While the crack has not caused significant damage to the panel, the installed base plate is situated over a panel joint. This repair will ensure that the steel column is fully secured to the concrete panel and can provide adequate holding capacity for the monorail beam. Additionally, this repair will prevent any corrosion of the panel.

Attachments:

Concrete Crack Repair Detail SK-1

Issued by Engineer

By: Andrew Scalese, E.I.T.

Title: Field Order #3

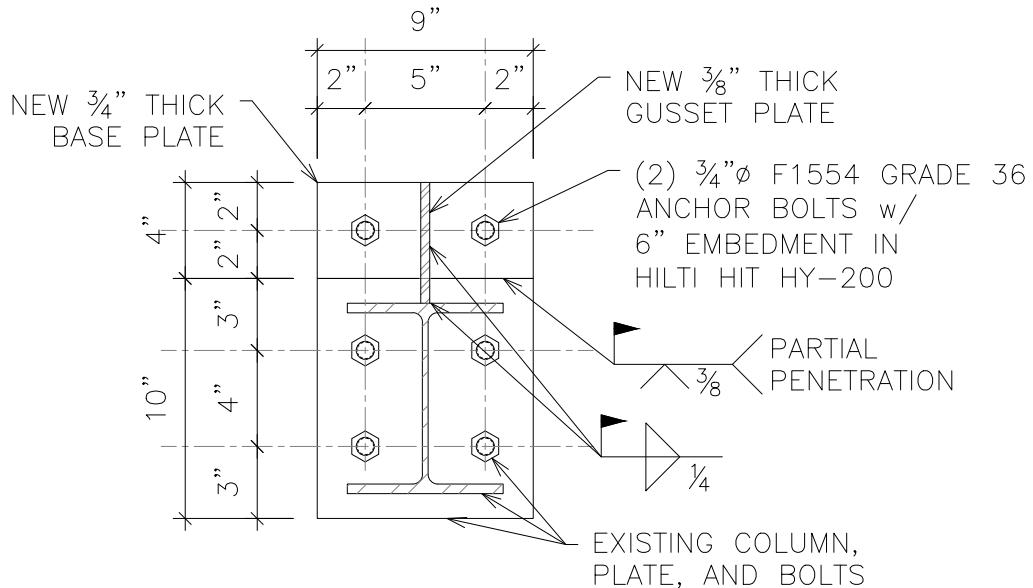
Date: 7/17/2025

EJCDC® C-942, Field Order.

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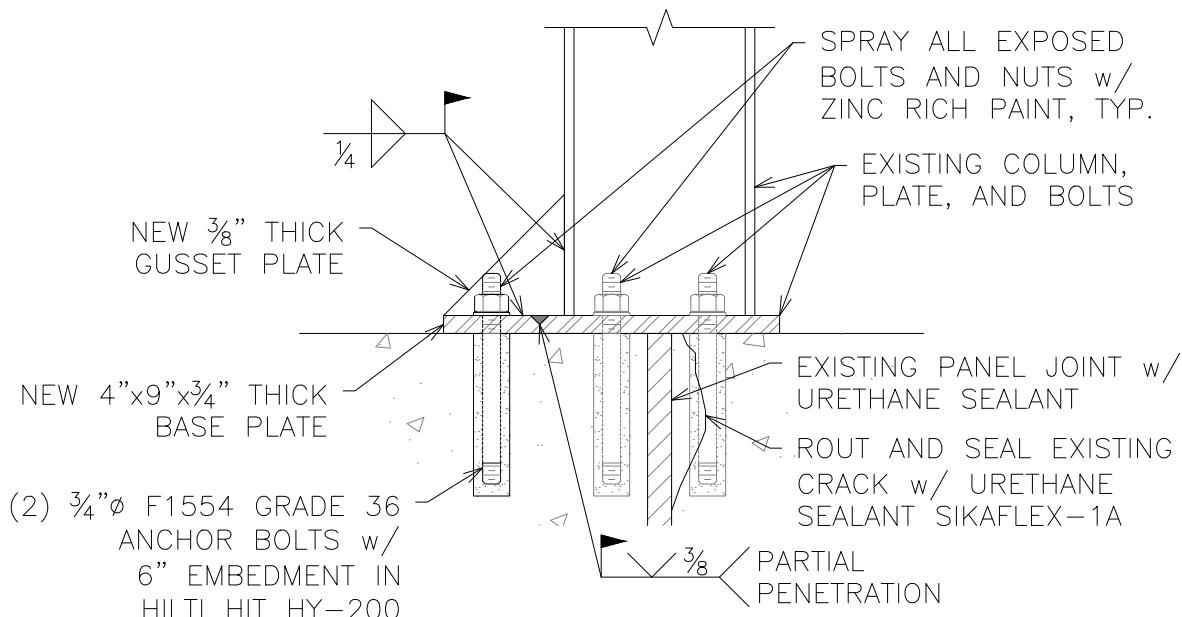
Page 1 of 1

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BASE PLATE REPAIR DETAIL

SCALE: $1\frac{1}{2}$ " = 1'-0"



REPAIR ELEVATION DETAIL

SCALE: $1\frac{1}{2}$ " = 1'-0"

DRAWN BY: TFVT

CK. BY: ARM

JOB NO.: 220047

SCALE: AS NOTED

DATE: JULY 2025

GMB
GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
SALISBURY • BALTIMORE • SEAFORD
www.gmbnet.com

BASE PLATE REPAIR FOR:
RIDDLE FARM WWTP
WORCESTER COUNTY, MARYLAND

SK-1

DRAWING NO.

3401 Marietta Avenue
Lancaster, PA 17601



717-305-8801 PH
717-823-6979 FX

www.m2constructionllc.com

| | |
|-----------------|---|
| PROJECT NAME: | Riddle Farm WWTP |
| TO: | Worcester County Dept. of Public Works |
| INITIATED BY: | Contractor Proposal |
| TIME EXTENSION: | 0 Days |

| | |
|-------------------------|------------------|
| PROJECT #: | 24016 |
| CHANGE ORDER REQUEST #: | 4 Rev_1 |
| DATE SUBMITTED: | 11/7/2025 |
| REQUESTED REPLY DATE: | 11/14/2025 |

DESCRIPTION: Additional Heat Trace & Insulation

This Request For Change consists of the following scope of work:

This revised Change Order is submitted in response to RFI #10: Heat Trace. It addresses the requirement to provide heat trace and insulation for the settling tank discharge piping (which discharges to the WWTP). The contract drawings (Sheets E-4 and E-5) only indicate heat trace for the hauling connection and is not included in this change order. This revision also includes the addition of heat trace and insulation for the overflow piping discharging into the gravity sewer, up to and including the 4" gate valve. Any overflow piping above the gate valve does not require heat tracing or insulation.

| | | |
|----------------|-----------|------------------|
| LABOR: | \$ | - |
| MATERIAL: | \$ | - |
| SUBCONTRACTOR: | \$ | 13,443.88 |
| EQUIPMENT: | \$ | - |
| TOTAL | \$ | 13,443.88 |

Please review the attached information and forward an approved change order at your earliest convenience if you would like us to proceed with this work.

Respectfully,

Laura Kunkle

M2 CONSTRUCTION LLC

ITEM 15

| Project Name: Riddle Farm WWTP Project # 24016 Change Order Request # 4 Rev_1 Description: Additional Heat Trace & Insulation | | | | | | | | | | | | |
|--|------------|-------|---------|----------|--------------|----------------|-----------|------------------|---------------|----------------|---------------------|--|
| Description | LABOR - MH | | | | LABOR - COST | | MATERIAL | | Equipment | | Subcontracts | |
| | Qty | Units | MH/UNIT | Total MH | \$/HR | Total Labor \$ | Unit Cost | Total Mat'l Cost | Total EQ Cost | Total Sub Cost | | |
| LABOR | | | | | | | | | | | | |
| MATERIAL | | | | | | | | | | | | |
| EQUIPMENT | | | | | | | | | | | | |
| SUBCONTRACTOR | | | | | | | | | | | | |
| Bilbrough | | | | | | | | | | | | |
| Updated Quote dated 11/06/2025 | | | | | | | | | | | | |
| Colt Insulation | | | | | | | | | | | | |
| Quote dated 11/06/2025 | | | | | | | | | | | | |
| MARKUPS - LABOR BURDEN | | | | | | | | | | | | |
| Subtotal | | | | 0 | 55.00% | \$ - | | \$ - | \$ - | \$ - | \$ 12,552.64 | |
| FRINGES & BURDEN | | | | | 6.00% | | | | | | | |
| Tax | | | | | 15.00% | \$ - | | \$ - | \$ - | \$ - | | |
| Markup (Adder) | | | | | 5.00% | | | | | | \$ 627.63 | |
| Mark up Sub | | | | | 2.00% | \$ - | | \$ - | \$ - | \$ - | \$ 263.61 | |
| Bond | | | | | | | | | | | | |
| Total This Sheet | | | | 0 | HRS. | \$ - | | \$ - | \$ - | \$ - | \$ 13,443.88 | |
| TOTAL | | | | | | | | | | | | |
| \$ 13,443.88 | | | | | | | | | | | | |



11/6/2025 Proposed Change Order

Job: Riddle Farm WWTP

Description - Heat trace install.

Plan to utilize same circuit for all three controllers

| Qty. | Item: | Price Ea. or Per Foot | Materials | | Labor | | |
|------|---------------------------------|--------------------------|------------|-------------|-------|----------|----------|
| | | | Extended | or Per Foot | Hours | Burden | Labor |
| 60 | 3/4" PVC conduit | \$0.35 | \$21.00 | 0.056 | 3.36 | \$100.00 | \$336.00 |
| 4 | 3/4" PVC 90 | \$1.78 | \$7.12 | 0.28 | 1.12 | \$100.00 | \$112.00 |
| 4 | 3/4" PVC FA | \$0.40 | \$1.60 | 0.2 | 0.8 | \$100.00 | \$80.00 |
| 4 | 3/4" PVC Coupling | \$0.20 | \$0.80 | 0.2 | 0.8 | \$100.00 | \$80.00 |
| 20 | 3/4" PVC coated conduit | \$6.50 | \$130.00 | 0.1 | 2 | \$100.00 | \$200.00 |
| 3 | 3/4" PVC coated myer hubs | \$139.78 | \$419.34 | 0.56 | 1.68 | \$100.00 | \$168.00 |
| 1 | SS JB 10 x 10 x 6 | \$475.00 | \$475.00 | 1.75 | 1.75 | \$100.00 | \$175.00 |
| 20 | 1 5/8" SS Strut | \$110.34 | \$2,206.80 | 0.137 | 2.74 | \$100.00 | \$274.00 |
| 4 | SS Strut straps | \$3.89 | \$15.56 | 0.038 | 0.152 | \$100.00 | \$15.20 |
| 200 | #10 THHN Copper | \$0.42 | \$84.00 | 0.009 | 1.8 | \$100.00 | \$180.00 |
| 4 | SS 1/4-20 Springnuts | \$12.93 | \$51.72 | 0.062 | 0.248 | \$100.00 | \$24.80 |
| 30 | Self regulated heat trace cable | \$23.05 | \$691.50 | 0.05 | 1.5 | \$100.00 | \$150.00 |
| 2 | T-Stat/Controller | \$334.43 | \$668.86 | 1.125 | 2.25 | \$100.00 | \$225.00 |
| 2 | Lighted End Seal | \$521.00 | \$1,042.00 | 1.125 | 2.25 | \$100.00 | \$225.00 |
| 50 | Trenching | | | 0.045 | 2.25 | \$100.00 | \$225.00 |
| 50 | Backfill and compaction | | | 0.05 | 2.5 | \$100.00 | \$250.00 |

| | | | | | |
|-------------------------|-------------------|--------------------|-------------|--------------------|-------------------|
| Material Total | \$5,815.30 | Total Hours | 27.2 | Total Labor | \$2,720.00 |
| Tax 6% | \$348.92 | | | | |
| Labor | \$2,720.00 | | | | |
| SUBTOTAL | \$8,884.22 | | | | |
| Mark up 10% | \$888.42 | | | | |
| Total w/ Mark up | \$9,772.64 | | | | |



Colt Insulation, Inc.

MBE/DBE
MECHANICAL INSULATION
ASBESTOS REMOVAL
LEAD ABATEMENT

2901 Dede Road Suite B, Finksburg, MD 21048

Office: 410-833-3383

Fax: 410-833-3389

November 6, 2025

M2 Construction LLC
3401 Marietta Ave.
Lancaster, PA 17601

Attn: Laura Kunkle

RE: Riddle Farm WWTP – Revised

Dear Laura:

The following is our revised proposal to furnish the necessary labor and materials to complete the work as described below, at the above referenced project.

Exterior Piping – Base Bid: Approx. 3 LF of 4" waste hauling line, 1 fitting, 1 valve.

Base Bid Pricing \$1,880.00 included in M2's bid price

Exterior Piping – Change Order: Approx. 21 LF of 8" wastewater effluent well line, 1 fitting and 2 valves

Change Order Pricing \$2,780.00

The piping above will be insulated with 2" thick fiberglass piping insulation having a white factory attached vapor barrier jacket. The exterior piping will be additionally covered with .016 embossed aluminum jacketing and the fittings will be insulated with fiberglass pads and aluminum fitting covers.

Exclusions: Heat trace; other piping not listed above; saddles/shields (install only); fire stopping; painting/labeling/stenciling; wage scale; weekend work.

Sincerely,

COLT INSULATION, INC.

David J. Paetow, Vice President

WORK CHANGE DIRECTIVE NO.: 01

| | | | |
|----------------|--|--|-----------------|
| Owner: | Worcester County, Maryland | Owner's Project No.: | N/A |
| Engineer: | George, Miles & Buhr, LLC | Engineer's Project No.: | 220047.B |
| Contractor: | M2 Construction, LLC | Contractor's Project No.: | |
| Project: | Riddle Farm WWTP Equipment Upgrades | | |
| Contract Name: | Riddle Farm WWTP Equipment Upgrades | | |
| Date Issued: | 11-10-25 | Effective Date of Work Change Directive: | 11-10-25 |

Contractor is directed to proceed promptly with the following change(s):

Description:

During installation of the heat tracing per Sheet E-4, M2 sought further clarification on the full extent of the required heat tracing. Upon review, GMB noted that in addition to the heat tracing as shown in the contract drawings, additional heat tracing at the backwash settling tank is required.

To resolve this issue the contractor shall install heat trace and insulate the entirety of the piping and valves to grade for the discharge piping (discharging to the WWTP). The 4" gate valve for the overflow piping needs to be heat traced and insulated as well. The vertical overflow piping (discharging to gravity sewer) does not need to be heat traced. This work shall be done in addition to the heat tracing and insulation for the waste hauling connections shown in the Contract Drawings.

Attachments:

None

Purpose for the Work Change Directive:**Course of Construction Change**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: **Not to Exceed \$13,500 Increase in Contract Price**

Contract Time: **0 days**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer
By: Andrew Scalese, E.I.T.
Title: Graduate Engineer
Date: 11/10/2025

Authorized by Owner
John Trull
Water & Wastewater Superintendent
11/10/25

3401 Marietta Avenue
Lancaster, PA 17601



717-305-8801 PH
717-823-6979 FX

www.m2constructionllc.com

| | |
|-----------------|---|
| PROJECT NAME: | Riddle Farm WWTP |
| TO: | Worcester County Dept. of Public Works |
| INITIATED BY: | Contractor Proposal |
| TIME EXTENSION: | 0 Days |

| | |
|-------------------------|-------------------|
| PROJECT #: | 24016 |
| CHANGE ORDER REQUEST #: | 5 |
| DATE SUBMITTED: | 11/19/2025 |
| REQUESTED REPLY DATE: | 11/26/2025 |

DESCRIPTION: Duct O Wire Remote System

This Request For Change consists of the following scope of work:

This Change Order is being submitted in response to the County's request for a remote control for the recycle pump hoist. The remote will allow the operator to safely operate the hoist without needing to "walk" with the pendant, something that is not feasible due to the existing column obstruction.

Please note that this modification will require an additional lead time of approximately 2–3 weeks. Tristate will need to coordinate the work with their current shop schedule and may need to fabricate certain components, as these hoists can be challenging to modify due to the limited available space.

| | | |
|----------------|-----------|-----------------|
| LABOR: | \$ | - |
| MATERIAL: | \$ | 1,956.43 |
| SUBCONTRACTOR: | \$ | - |
| EQUIPMENT: | \$ | - |
| TOTAL | \$ | 1,956.43 |

Please review the attached information and forward an approved change order at your earliest convenience if you would like us to proceed with this work.

Respectfully,

Laura Kunkle

M2 CONSTRUCTION LLC

ITEM 15

| | | | | | | | | | | | | | | | | | | | |
|---|------------|--------------|----------------|-------------------|-------------|---------------------|-----------------------|------------------|-------------------------|----------------------|-----------------------|--|--|--|--|--|--|--|--|
| Project Name: Riddle Farm WWTP | | | | | | | | | | | | | | | | | | | |
| Project # 24016 | | | | | | | | | | | | | | | | | | | |
| Change Order Request # 5.00 | | | | | | | | | | | | | | | | | | | |
| Description: Duct O Wire Remote System | | | | | | | | | | | | | | | | | | | |
| | | | | LABOR - MH | | LABOR - COST | | MATERIAL | | Equipment | Subcontracts | | | | | | | | |
| Description | Qty | Units | MH/UNIT | Total MH | | \$/HR | Total Labor \$ | Unit Cost | Total Mat'l Cost | Total EQ Cost | Total Sub Cost | | | | | | | | |
| LABOR | | | | | | | | | | | | | | | | | | | |
| MATERIAL | | | | | | | | | \$ 1,645.00 | | | | | | | | | | |
| Tristate Hoist Quote 11/19/2025 | | | | | | | | | | | | | | | | | | | |
| EQUIPMENT | | | | | | | | | | | | | | | | | | | |
| SUBCONTRACTOR | | | | | | | | | | | | | | | | | | | |
| MARKUPS - LABOR BURDEN | | | | | | | | | | | | | | | | | | | |
| Subtotal | | | | 0 | | \$ 55.00% | \$ - | | \$ 1,645.00 | \$ - | \$ - | | | | | | | | |
| FRINGES & BURDEN | | | | | | 6.00% | | | \$ 98.70 | \$ - | | | | | | | | | |
| Tax | | | | | | 10.00% | \$ - | | \$ 174.37 | \$ - | | | | | | | | | |
| Markup (Adder) | | | | | | 15.00% | | | \$ 38.36 | \$ - | \$ - | | | | | | | | |
| Mark up Sub | | | | | | 2.00% | \$ - | | | | \$ - | | | | | | | | |
| Bond | | | | | | | | | | | \$ - | | | | | | | | |
| Total This Sheet | | | | 0 | HRS. | \$ - | | | \$ 1,956.43 | \$ - | \$ - | | | | | | | | |
| TOTAL | | | | | | \$ 1,956.43 | | | | | | | | | | | | | |



707 S. Ellsworth Ave.
Salem, OH 44460
Phone: (330) 332-3500
trent@tristateth.com

M2 Construction

QUOTATION NO.

25TDT-249

Date:

11/19/2025

Attn:

Phone:

Fax:

eMail:

We are Pleased to Submit the Following Quotation for Your Consideration:

PROJECT: Radio Remote

Duct-O-Wire Remote Sys.

Note: Material Only: Taxes, Installation, Unlisted Items or Optional Features Not Included

TOTAL:

\$1,645.00

Quoted By: *Trent Tice*

Pricing Valid for 30 Days

FOB:

Delivered

WORK CHANGE DIRECTIVE NO.: 02

| | | | |
|----------------|--|--|-----------------|
| Owner: | Worcester County, Maryland | Owner's Project No.: | N/A |
| Engineer: | George, Miles & Buhr, LLC | Engineer's Project No.: | 220047.B |
| Contractor: | M2 Construction, LLC | Contractor's Project No.: | |
| Project: | Riddle Farm WWTP Equipment Upgrades | | |
| Contract Name: | Riddle Farm WWTP Equipment Upgrades | | |
| Date Issued: | 11-21-25 | Effective Date of Work Change Directive: | 11-21-25 |

Contractor is directed to proceed promptly with the following change(s):

Description:

During installation of the new monorail beam for the internal recycle pump hoist, plant operators expressed concern with the use of a hoist pendant to move the hoist. Operators would need to maneuver the pendant around piping and columns, greatly complicating the operation of the hoist.

To resolve this issue, the contractor shall provide a modification to the internal recycle pump hoist to allow it to be operated remotely via a radio controller.

Attachments:

None

Purpose for the Work Change Directive:**Equipment Modification**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

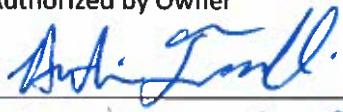
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: **Not to Exceed \$2,100 Increase in Contract Price**

Contract Time: **0 days**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

| | |
|----------------------------|--|
| Recommended by Engineer | Authorized by Owner |
| By: Andrew Scalese, E.I.T. |  |
| Title: Graduate Engineer | Water & Wastewater Superintendent |
| Date: 11/21/2025 | 11/24/2025 |

| VEOLIA INVOICES | | | |
|--------------------------|----------------|--|----------------------|
| Date | Invoice Number | Description | Amount |
| 6/26/2025 | 903313307 | Chemical Pump Skids Delivery | \$ 1,388.60 |
| 7/7/2025 | 903328356 | Temp Unit Prep and Delivery | \$ 15,445.26 |
| 9/18/2025 | 903439336 | Jul. Temp Unit Rental and FSR Service Fees | \$ 59,049.16 |
| 9/23/2025 | 903446602 | Aug. Temp Unit Rental and FSR Service Fees | \$ 54,370.58 |
| 9/24/2025 | 903450602 | Sep. Temp Unit Rental and FSR Service Fees | \$ 52,190.16 |
| 10/25/2025 | 903496269 | Oct. Temp Unit Rental | \$ 48,972.00 |
| 11/25/2025 | 903542695 | Nov. Temp Unit Rental and Return Freight | \$ 37,981.57 |
| 12/2/2025 | 903550972 | FSR Demobilization Service Fees | \$ 9,118.12 |
| Total Invoiced: | | | \$ 278,515.45 |
| Bid Cost: | | | \$ 261,000.00 |
| Final Adjustment: | | | \$ 17,515.45 |



VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903313307
100977123**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | | |
|--|---|------------------------------|--------------------|------|----------|--|--|
| 26JUN2025 | 06/10/2025 | 24016.008 | | | | | |
| BILL TO: 514826 VAT No: M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 02AUG2025 | | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8148949 | | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | | |
| DESTINATION COUNTRY: United States | CURRENCY : USD | | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | | |
| Mat.SNo.CFXX3000232 FEE-FREIGHT,MILES | 262.00 | Mi | 4.60 | 1Mi | 1,205.20 | | |
| FEE-FUEL SURCH A,OLD | 262.00 | Mi | 0.40 | 1Mi | 104.80 | | |
| RT Freight from NSC for Chemical Pump Skids | | | | | | | |
| Please pay invoice on time to avoid any interruption of service. | | | | | | | |
| APPROVED PROJECT #: 24016.008 COST CODE: 12.420 BY: <i>AK</i> DATE: 06/27/2025 | NET PRICE State Sales Tax | 6.000% 1,310.00 78.60 | | | | | |
| | PAY THIS AMOUNT | 1,388.60 | | | | | |

Please include remittance details with check payment to our lockbox.

Remit details for EFT payments sent to vtc.vwts.remit-nam.all@veolia.com

B609:ZNMTF2



VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903328356
100978401**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | |
|--|---|------------------------------|--------------------|------|-----------|----------------------------|
| 07JUL2025 | 05/09/2025 | 24016.008 | | | | |
| BILL TO: 514826 VAT No: M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 13AUG2025 | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8124347 | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | |
| DESTINATION COUNTRY: United States | CURRENCY : USD | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | |
| Mat.SNo.UFBR3000031 FEE-PREP,ULTRAFILTER,ZW500 | 1.00 | EA | 13,261.00 | 1EA | 13,261.00 | |
| FEE-FREIGHT,MILES | 262.00 | Mi | 4.60 | 1Mi | 1,205.20 | |
| FEE-FUEL SURCH A,OLD | 262.00 | Mi | 0.40 | 1Mi | 104.80 | |
| Please pay invoice on time to avoid any interruption of service. | | | | | | |
| APPROVED PROJECT #: 24016.008 COST CODE: 12.420 BY: <i>LK</i> DATE: 08/14/2025 | | | | | | |
| **filter prep and freight charges to site | NET PRICE State Sales Tax | 6.000% | | | | 14,571.00 874.26 |
| | | | | | | |
| | PAY THIS AMOUNT | | | | | 15,445.26 |

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VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903439336
100993642**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | |
|--|---|------------------------------|--------------------|------|------------|-----------------|
| 18SEP2025 | 05/09/2025 | 24016.008 | | | | |
| BILL TO: 514826 VAT No: M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 25OCT2025 | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8124347 | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | |
| DESTINATION COUNTRY: United States | CURRENCY : USD | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | |
| Mat.SNo.UFBR3000031 FEE-RENT,ULTRAFILTER,ZW500 Start date:06/26/2025 00:00 End date:07/25/2025 24:00 | 30.00 | DAY | 1,540.00 | 1DAY | 46,200.00 | |
| FEE-RENT,ULTRAFILTER,ZW500 | 6.00 | DAY | 1,540.00 | 1DAY | - 9,240.00 | |
| CREDIT - 6 DAYS RENTAL DUE TO CONTROLLER REPAIR. DAYS CREDITED: JULY 7th, 8th, 9th, 19th, 20th, 21st | | | | | | |
| Mat.SNo.UFBR3000031 FEE-FSR,FIELD SERVICE,STANDARD | 100.25 | HR | 187.00 | 1HR | 18,746.75 | |
| 156 HOURS NOT BILLED DUE TO CONTROLLER REPAIR. Please pay invoice on time to avoid any interruption of service. | | | | | | |
| APPROVED PROJECT #: 24016.008 COST CODE: 12.420 BY: <i>AK</i> DATE: 09/18/25 | NET PRICE State Sales Tax | 6.000% 55,706.75 3,342.41 | | | | |
| | PAY THIS AMOUNT | | | | | 59049.16 |

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Page 1 of 1

18.09.25

15 - 26



VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903446602
100994457**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | |
|--|---|------------------------------|--------------------|------|-----------|------------------|
| 23SEP2025 | 05/09/2025 | 24016.008 | | | | |
| BILL TO: 514826 VAT No: M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 30OCT2025 | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8124347 | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | |
| DESTINATION COUNTRY: United States | CURRENCY : USD | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | |
| Mat.SNo.UFBR3000031 FEE-RENT,ULTRAFILTER,ZW500 Start date:07/26/2025 00:00 End date:08/25/2025 24:00 | 31.00 | DAY | 1,540.00 | 1DAY | 47,740.00 | |
| Mat.SNo.UFBR3000031 FEE-FSR,FIELD SERVICE,STANDARD | 19.00 | HR | 187.00 | 1HR | 3,553.00 | |
| Please pay invoice on time to avoid any interruption of service. | | | | | | |
| APPROVED | | | | | | |
| PROJECT #: 24016.008 | | | | | | |
| COST CODE: 12.420 | | | | | | |
| BY: <i>AK</i> DATE: 09/29/2025 | | | | | | |
| | NET PRICE State Sales Tax | 6.000% | | | | 51,293.00 |
| | | 3,077.58 | | | | |
| | | PAY THIS AMOUNT | | | | 54370.58 |

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Page 1 of 1

23.09.25

15 - 27



VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903450602
100994932**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | |
|---|---|------------------------------|--------------------|------|-----------|------------------------------|
| 24SEP2025 | 05/09/2025 | 24016.008 | | | | |
| BILL TO: 514826 M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 31OCT2025 | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8124347 | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | |
| DESTINATION COUNTRY: UNITED STATES | CURRENCY: USD | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | |
| Mat.SNo.UFBR3000031 FEE-RENT,ULTRAFILTER,ZW500 Start date:08/26/2025 00:00 End date:09/25/2025 24:00 | 31.00 | DAY | 1,540.00 | 1DAY | 47,740.00 | |
| Mat.SNo.UFBR3000031 FEE-FSR,FIELD SERVICE,STANDARD | 8.00 | HR | 187.00 | 1HR | 1,496.00 | |
| APPROVED PROJECT #: 24016.008 COST CODE: 12.420 BY:  DATE: 9/29/2025 | NET PRICE State Sales Tax | | | | | 49,236.00 2,954.16 |
| | PAY THIS AMOUNT | | | | | 52190.16 |

Please include remittance details with check payment to our lockbox.

Remit details for EFT payments sent to vtc.vwts.remit-nam.all@veolia.com



VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903496269
101000551**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | |
|--|---|------------------------------|--------------------|------|-----------|-----------------------|
| 25OCT2025 | 05/09/2025 | 24016.008 | | | | |
| BILL TO: 514826 VAT No: M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 01DEC2025 | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8124347 | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | |
| DESTINATION COUNTRY: United States | CURRENCY : USD | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | |
| Mat.SNo.UFBR3000031 FEE-RENT,ULTRAFILTER,ZW500 Start date:09/26/2025 00:00 End date:10/25/2025 24:00 Please pay invoice on time to avoid any interruption of service. | 30.00 | DAY | 1,540.00 | 1DAY | 46,200.00 | |
| | NET PRICE State Sales Tax | 6.000% | | | | 46,200.00 2,772.00 |
| | | PAY THIS AMOUNT | | | | 48,972.00 |

Please include remittance details with check payment to our lockbox.

Remit details for EFT payments sent to vtc.vwts.remit-nam.all@veolia.com

B609:ZNMTF2

Page 1 of 1

25.10.25

15 - 29



VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903542695
101007151**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | |
|--|---|------------------------------|--------------------|------|-----------|------------------|
| 25NOV2025 | 05/09/2025 | 24016.008 | | | | |
| BILL TO: 514826 VAT No: M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 01JAN2026 | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8124347 | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | |
| DESTINATION COUNTRY: United States | CURRENCY : USD | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | |
| Mat.SNo.UFBR3000031 FEE-RENT,ULTRAFILTER,ZW500 Start date:10/26/2025 00:00 End date:11/17/2025 10:00 | 22.42 | DAY | 1,540.00 | 1DAY | 34,521.67 | |
| Mat.SNo.UFBR3000031 FEE-FREIGHT,MILES | 262.00 | Mi | 4.60 | 1Mi | 1,205.20 | |
| Return freight on released trailer | | | | | | |
| FEE-FUEL SURCH A,OLD | 262.00 | Mi | 0.40 | 1Mi | 104.80 | |
| Please pay invoice on time to avoid any interruption of service. | | | | | | |
| | NET PRICE State Sales Tax | 6.000% | | | | 35,831.67 |
| | | 2,149.90 | | | | |
| | | PAY THIS AMOUNT | | | | 37,981.57 |

Please include remittance details with check payment to our lockbox.

Remit details for EFT payments sent to vtc.vwts.remit-nam.all@veolia.com

B609:ZNMTF2

Page 1 of 1

25.11.25

15 - 30



VEOLIA WTS SERVICES USA, INC.
4545 PATENT ROAD
NORFOLK VA 23502
UNITED STATES
Tel: 757-855-9000
Fax: 757-855-9631

REMIT TO:
FOR CHECK PAYMENT:
Veolia WTS Services USA, Inc.
P. O. BOX 418930
BOSTON, MA 02241-8930
FOR EFT PAYMENT: BANK OF AMERICA
1401 ELM ST 2ND FLOOR
DALLAS, TX 75202
ACCT# 8666412885-ACH ABA# 071000039
WIRE ABA#026009593-SWIFT #BOFAUS3N

**ITEM 15
INVOICE
903550972
101007462**

| INVOICE DATE | DELIVERY/SERVICE DATE | CUSTOMER PO NO. | | | | |
|--|---|------------------------------|--------------------|------|----------|--------------------|
| 02DEC2025 | 05/09/2025 | 24016.008 | | | | |
| BILL TO: 514826 VAT No: M2 CONSTRUCTION LLC ATTN : ACCOUNTS PAYABLE 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | SHIP TO: 4000242425 RIDDLE FARM WWTP 11401 GRAYS CORNER RD BERLIN MD 21811-2467 UNITED STATES | | | | | |
| Sold to: 1000155316 M2 CONSTRUCTION LLC 3401 MARIETTA AVE LANCASTER PA 17601-1125 UNITED STATES | PAYMENT TERMS: Net 30 Days from Date of Receipt of Invoice | DUE DATE 08JAN2026 | | | | |
| | TERMS OF DELIVERY: FOB - ORIGIN | | | | | |
| SALES REP NO./NAME | ORDERED BY | PAYER | SALES ORDER | | | |
| 91991110 - BRADLEY GLADFELTER | Jaime Harbell | 236905 | 8124347 | | | |
| CARRIER: FEDEX INC | SHIPPED FROM: Norfolk Service Center Veolia WTS Services USA, Inc. | | | | | |
| CONTRACT: 1800104244 | FREIGHT: PREPAID AND ADD | | | | | |
| DESTINATION COUNTRY: United States | CURRENCY : USD | | | | | |
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | UNIT | AMOUNT | |
| Mat.SNo.UFBR3000031 FEE-FSR, FIELD SERVICE, STANDARD RO Demobilization labor hours Please pay invoice on time to avoid any interruption of service. | 46.00 | HR | 187.00 | 1HR | 8,602.00 | |
| | NET PRICE State Sales Tax | 6.000% | | | | 8,602.00 516.12 |
| | | PAY THIS AMOUNT | | | | 9118.12 |

Please include remittance details with check payment to our lockbox.

Remit details for EFT payments sent to vtc.vwts.remit-nam.all@veolia.com

B609:ZNMTF2

Page 1 of 1

02.12.25

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: December 9, 2025
SUBJECT: Hotel Rental Room Tax Update

County Resolution No. 25-28, Resolution Amending Hotel Rental Room Tax Rate, included two conditions.

The first condition, Ocean City's legislation allowing 170,000 gallons per day from Assateague Pointe and Landings sanitary service areas into the West Ocean City sanitary service area, has been met with their Ordinance 2025-31.

The second condition involved receiving an amended Sewerage Treatment Facilities Transfer Agreement and an amended Memorandum of Understanding for Spray Irrigation at Eagles Landing Golf Course. Both documents were received prior to the December 9, 2025 deadline. We are seeking your approval to sign these documents.

The conditions of Resolution No. 25-28 have been addressed and the 6% hotel rental room tax rate will be effective January 1, 2026.

Attachments:

County Resolution no. 25-28 – Pages 2-3

Ocean City Ordinance 2025-31 – Pages 4-8

Amended Sewerage Treatment Facilities Transfer Agreement – Pages 9-49

Amended MOU for Spray Irrigation at Eagles Landing Golf Course – Pages 50-69

RESOLUTION NO. 25-28
RESOLUTION AMENDING HOTEL RENTAL ROOM TAX RATE

Recitals

- A. Md. Code Local Gov't § 20-405 and Worcester County Code, TR 1-601 allow the County Commissioners to levy a hotel rental tax up to 6% on the rental rate of certain rooms or buildings.
- B. The Mayor and Council of the Town of Ocean City, Maryland have requested that the County Commissioners increase the tax rate from 5% to 6% effective January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that a tax of 6% on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage, cabin, manufactured home, rooming house, recreational vehicle, recreational park model, or any other building or structure or portion thereof used as a place of lodging or other similar place providing sleeping accommodations is levied throughout Worcester County effective January 1, 2026 provided that:

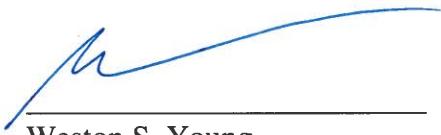
- a) The Mayor and Council of Ocean City adopt legislation authorizing the amendment of the Sewerage Treatment Facilities Transfer Agreement to increase the allocated capacity to the County's West Ocean City Sanitary Service Area by 170,000 gallons per day for untreated effluent from the Assateague Pointe Sanitary Service Area and the Landings Sanitary Service Area; and
- b) The following documents are presented to the County Commissioners for approval by December 9, 2025:
 1. An amended Sewerage Treatment Facilities Transfer Agreement increasing the allocated capacity to the West Ocean City Sanitary Service Area by 170,000 gallons per day as described above; and
 2. An amended MOU for Spray Irrigation at Eagles Landing Golf Course allowing untreated effluent for maintenance and emergency to be directed from the Mystic Harbor Sanitary Service Area;

AND BE IT FURTHER RESOLVED that any tax so collected within any municipality, less deductions for costs of imposing and collecting the tax, be paid to the municipality and all other such taxes be deposited in the County's general fund.

PASSED AND ADOPTED this 18th day of November, 2025:

Attest:

Worcester County Commissioners



Weston S. Young
Chief Administrative Officer



Theodore J. Elder
President



Eric J. Fiori
Vice President



Caryn G. Abbott
Commissioner



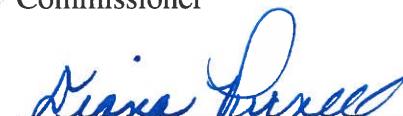
Anthony W. Bertino, Jr.
Commissioner



Madison J. Bunting, Jr.
Commissioner



Joseph M. Mitrecic
Commissioner



Diana Purnell
Commissioner

First Reading 11/17/25Second Reading 12/1/25**ORDINANCE 2025- 31****ORDINANCE TO AMEND SEWERAGE TREATMENT FACILITIES TRANSFER
AGREEMENT DATED JUNE 28, 1994, BY AND BETWEEN THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY AND THE MAYOR AND CITY
COUNCIL OF OCEAN CITY TO INCREASE THE WEST OCEAN CITY
SEWERAGE CAPACITY**

WHEREAS, on May 16, 1994, the Mayor and City Council passed Ordinance 1994-11 which authorized the transfer of sewerage facilities from the County Commissioners of Worcester County (“County Commissioners”) to the Mayor and City Council of Ocean City (“Mayor and City Council”); and

WHEREAS, on June 28, 1994, in furtherance of the authorization provided by Ordinance 1994-11, the Mayor and City Council entered the “Sewerage Treatment Facilities Transfer Agreement” (“Agreement”) with the County Commissioners; and

WHEREAS, Section VII (“West Ocean City”), subsection D of the Agreement requires the Mayor and City Council “to reserve one million (1,000,000) gallons per day for treatment and discharge of West Ocean City effluent of its current treatment and discharge capacities”; and

WHEREAS, Section VIII (“Expansion of Facilities”) allows the Mayor and City Council, upon the majority vote of the County Commissioners and the Mayor and City Council, to expand the sewerage treatment facilities for service outside of the current limits of the Town; and

WHEREAS, in the year 2000, the Mayor and City Council made improvements to the wastewater treatment plant that increased its overall M.D.E. rated capacity from 12,000,000 gallons per day (“gpd”) to 14,000,000 gpd at a cost of Five Million, One Hundred Ninety-Seven Thousand Eighty Dollars (\$5,197,080.00). The County Commissioners, at that time, could have elected to increase the West Ocean City capacity allotment by 167,000 gpd at a cost of Four Hundred Thirty Thousand Dollars (\$430,000.00), but elected not to do so; and

WHEREAS, in September 2025, the County Commissioners, by a majority vote, made a request of the Mayor and City Council to allow the County Commissioners to purchase 170,000 gpd of sewerage capacity, which would increase the current allotted 1,000,000 gpd to the County; and

WHEREAS, in support of the request, the County Commissioners argue that the proposed capacity purchase represents the County’s attempt to find an environmentally sound

LAW OFFICES

AYRES, JENKINS,
GORDY & ALMAND, P.A.SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

and operationally sustainable solution to meet the needs of the current Landings Sewer District and the current Assateague Point Sewer District; and

WHEREAS, upon consideration of the request of the County Commissioners, the existing terms of the Agreement, and the authority vested to it through the Town's Charter and the Maryland Annotated Code, the Mayor and City Council find that it is just and proper to grant the County Commissioner's request, amend the Agreement, and allow for an increase of sewerage capacity to specific areas within the County as further set forth in detail through an amendment to the Agreement.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT DATED JUNE 28, 1994, BY AND BETWEEN THE COUNTY COMMISSIONERS OF WORCESTER COUNTY AND THE MAYOR AND CITY COUNCIL OF OCEAN CITY BE, AND IT IS HEREBY AMENDED TO INCREASE THE WEST OCEAN CITY SEWERAGE CAPACITY AS FOLLOWS:

1. The requisite sections of the Sewerage Treatment Facilities Transfer Agreement dated June 28, 1994, shall be amended to reflect an increase in the allocated capacity to West Ocean City by 170,000 gallons per day;
2. The increase in capacity shall be restricted to the volume of untreated effluent currently allocated to the existing treatment plants serving the current Landings Sewer District and the current Assateague Point Sewer District;
3. The County Commissioners shall pay the sum of Seven Hundred Eighty Thousand, Three Hundred Eighty-Six Dollars (\$780,386.00) which represents one-twelfth (1/12) of the costs of the prior expansion, adjusted for inflation; and
4. All other provisions necessary to effectuate the intent as stated herein shall be made to the Agreement.

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on November 17, 2025.

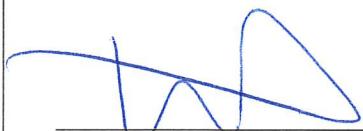
ADOPTED AND PASSED by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on December 1, 2025.

ATTEST:


DIANA L. CHAVIS, Clerk


RICHARD W. MEEHAN, Mayor

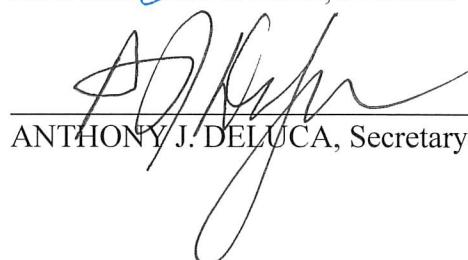
Approved as to form:



HEATHER STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor



MATTHEW M. JAMES, President

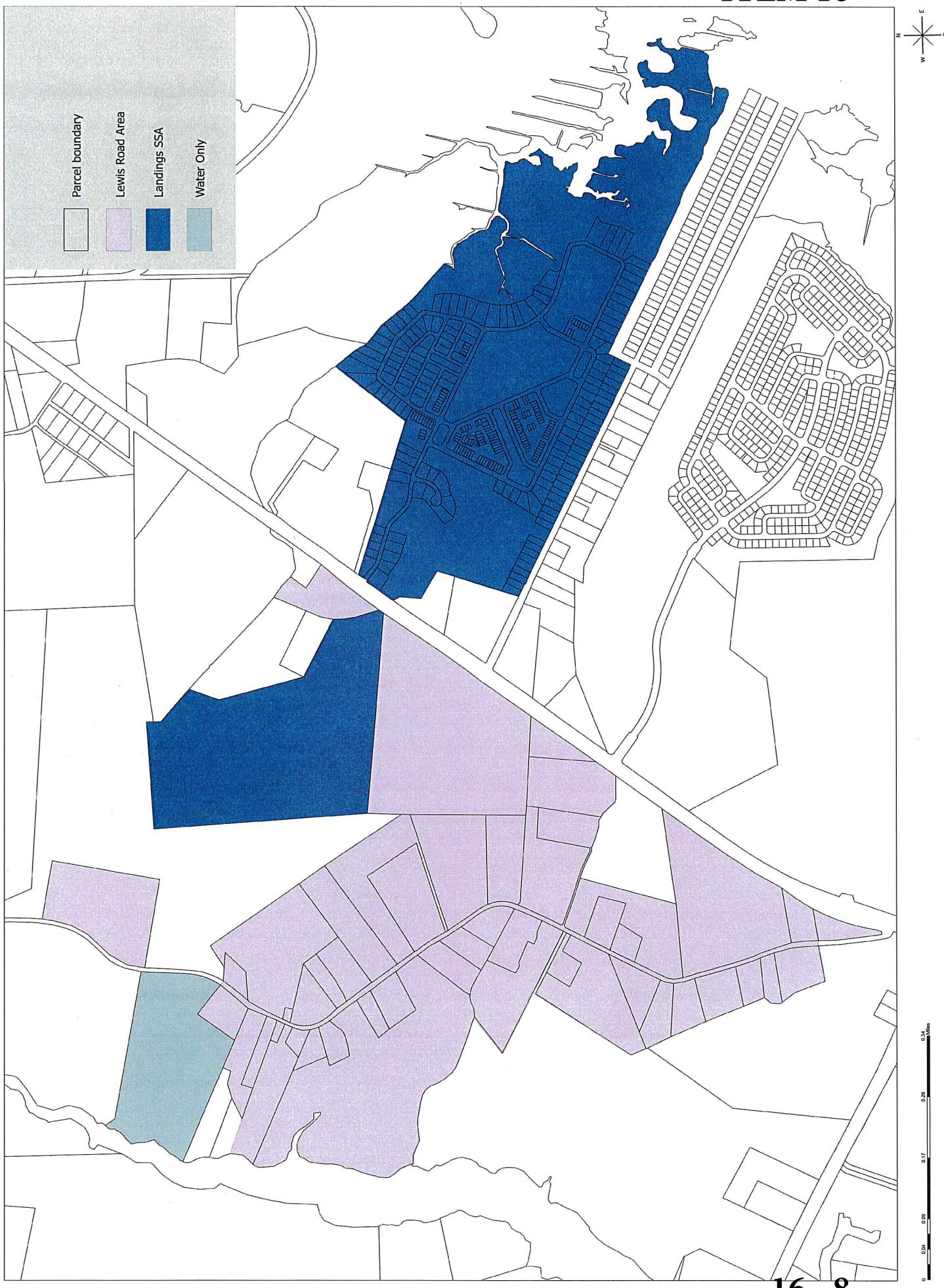


ANTHONY J. DELUCA, Secretary

ITEM 16

Assateague Pointe Service Area



Landings and Lewis Road Sub-Area

**FIRST AMENDMENT TO SEWERAGE TREATMENT
FACILITIES TRANSFER AGREEMENT**

THIS FIRST AMENDMENT TO SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT (hereinafter "First Amendment to 1994 Agreement" or "Amendment") is made by and between the Mayor and City Council of Ocean City, Maryland (hereinafter "the Town" or "Transferee") and the County Commissioners of Worcester County, Maryland (hereinafter "the County" or "Transferor") and collectively referred to as "the Parties".

WHEREAS, on May 16, 1994, the Town passed Ordinance 1994-11 which authorized the transfer of sewerage facilities from the County to the Town; and

WHEREAS, on June 28, 1994, in furtherance of the authorization provided by Ordinance 1994-11, the Town entered into the "Sewerage Treatment Facilities Transfer Agreement" ("1994 Agreement") with the County, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Section VII ("West Ocean City"), subsection D of the 1994 Agreement required the Town "to reserve one million (1,000,000) gallons per day (hereinafter "GPD") for treatment and discharge of West Ocean City effluent of its current treatment and discharge capacities"; and

WHEREAS, Section VIII ("Expansion of Facilities") of the 1994 Agreement provided that upon a majority vote of the Parties' elected bodies, the Town may expand the sewerage treatment facilities for service outside of the then current limits of the Town; and

WHEREAS, in the year 2000, the Town made improvements to the treatment plant that increased its overall M.D.E. rated capacity from 12,000,000 GPD to 14,000,000 GPD at a cost of Five Million, One Hundred Ninety-Seven Thousand Eighty Dollars (\$5,197,080.00). The County, at that time, could have elected to increase the West Ocean City capacity allotment by 167,000 GPD, at a cost of Four Hundred Thirty Thousand Dollars (\$430,000.00), but elected not to do so; and

WHEREAS, on September 16, 2025, the County voted to approach the Town with a request to purchase sewer capacity from the now expanded Town-owned wastewater treatment plant; and

WHEREAS, on September 25, 2025, the County appeared before the Town at a scheduled Work Session and requested that the County be permitted to purchase 170,000 GPD of capacity

from the treatment plant to be used to serve the current Landings Sanitary Service Area (100,000 GPD) and the current Assateague Point Sanitary Service Area (70,000 GPD); and

WHEREAS, in support of the request, the County argued that the proposed capacity purchase represents the County's attempt to find an environmentally sound and operationally sustainable solution to meet the needs of the current Landings Sanitary Service Area and the current Assateague Point Sanitary Service Area; and

WHEREAS, the Town has calculated that the fair and reasonable cost to the County for the desired expansion is Seven Hundred Eighty Thousand, Three Hundred Eighty-Six Dollars (\$780,386.00) based upon what the County could have purchased capacity for in 2000 under the terms of the 1994 Agreement, plus inflation; and

WHEREAS, on September 30, 2025, the Town voted to proceed with an Ordinance to amend the 1994 Agreement; and

WHEREAS, on December 1, 2025, the Town passed Ordinance 2025-31 by an unanimous vote, to amend the 1994 Agreement as stated in the Ordinance, a copy of which is attached hereto as Exhibit B; and

WHEREAS, upon consideration of the request of the County, the existing terms of the 1994 Agreement, and the authority vested to the Town through its Charter and the Maryland Annotated Code, the Parties desire to memorialize their understandings, and enter into this First Amendment to 1994 Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant, warrant, and agree to the following:

1. **General Intent and Purpose.** The recitals stated above shall be incorporated hereto as if fully restated herein and serve as the "General Intent and Purpose" of this First Amendment to 1994 Agreement.

2. **Amended Heading and Introduction of Section VII Generally and Amended Subsection D.** The heading, and introductory paragraph of Section VII of the 1994 Agreement and subsection D of the same section, shall be amended and replaced entirely with the following:

VII**West Ocean City/Landings/Assateague Point**

The wastewater from the West Ocean City Sanitary District is being treated and discharged through the sewerage treatment facilities which were transferred by and through the 1994 Agreement. Transferee agrees to continue to treat and discharge said wastewater from the West Ocean City Sanitary District as set forth in this Section.

Additionally, Transferee shall treat and discharge the wastewater from the Landings and Assateague Point Sanitary Service Areas in the same manner and at the same rates as set forth in this Section.

...

D. (1) West Ocean City Sanitary Service Area. Transferee shall continue to reserve one million (1,000,000) GPD for treatment and discharge of West Ocean City effluent of its current treatment and discharge capacities.

(2) Landings Sanitary Service Area. Transferee shall receive, treat, and discharge up to one hundred thousand (100,000) GPD of untreated wastewater from the Landings Sanitary Service Area.

(3) Assateague Point Sanitary Service Area. Transferee shall receive, treat, and discharge up to seventy thousand (70,000) GPD of untreated wastewater from the Assateague Point Sanitary Service Area.

(4) Restrictions on Expansion. The 170,000 GPD provided for in this First Amendment to 1994 Agreement shall be restricted to the volume of untreated wastewater from the existing Landings Sanitary Service Area and the Assateague Point Sanitary Service Area in the amounts stated herein, only. For the avoidance of doubt, at no time should the allocated capacity provided for herein be used to serve any other purpose than as specifically stated, even if, in the future, the County expands/amends the Landings Sanitary Service Area and/or the Assateague Point Sanitary Service Area. Maps depicting the current service areas of the Landings Sanitary Service Area and Assateague Point Sanitary Service Area are attached hereto as Exhibits C and D respectively and incorporated herein.

(5) Current Treatment Plants. The current treatments plants for the Landings and Assateague Point Sanitary Service Areas are not operationally sustainable to meet the current needs of the County. With the allocation provided for herein, and in consideration of the

restrictions set forth in subsection (4) above, the County shall decommission wastewater treatment facilities at each Plant upon connection of each respective Service Area to the West Ocean City Sanitary Service Area.

3. **County's Responsibilities Related to Allocation to the Landings and Assateague Point.**

A. The County shall be responsible for the collection of the untreated wastewater from the Landings and Assateague Point Sanitary Service Areas and the pumping and transfer of said wastewater to the West Ocean City Sanitary Service Area as well as all costs associated therewith to effectuate the intent of this provision. Thereafter, the Town shall be responsible for said wastewater in the same manner as set forth in Section VII B of the 1994 Agreement.

B. The County shall also be responsible for obtaining all permits and approvals which may be necessary to effectuate the intent of this First Amendment to the 1994 Agreement, including but not limited to, approval of MDE to proceed, if so required.

4. **Purchase Price for Expanded Allocation and Capacity.** The County shall pay the Town the sum of Seven Hundred Eighty Thousand, Three Hundred Eighty-Six Dollars (\$780,386.00) to receive the treatment capacity as set forth above. Said amount shall be due and payable by the County to the City in a lump sum within (30) days following the execution of this Agreement.

5. **Cost of Expanded Service.** The County shall pay the Town at the same rate and in the same manner for the expanded amount of wastewater treatment capacity to service the untreated wastewater from the Landings and Assateague Point Sanitary Service in the same manner set forth in Section VII C and D of the 1994 Agreement.

6. **Completeness.** The 1994 Agreement shall remain in full force and effect unless specifically amended or modified herein.

7. **Ordinance 2025-31.** This First Amendment to 1994 Agreement shall be subject to Ordinance 2025-31 being fully adopted by the Town, without successful referendum.

AGREED TO THIS DAY OF , 2025.

**Mayor and City Council of Ocean City,
Maryland**

By: _____(SEAL)

Name: Terence McGean

Title: City Manager

**County Commissioners of Worcester County,
Maryland**

By: _____(SEAL)

Name: Weston Young

Title: Chief Administrative Officer

Exhibit A – Sewerage Treatment Facilities Transfer Agreement and Exhibits

Exhibit B - Ordinance 2025-31

Exhibit C - Landings Sanitary Service Area Map

Exhibit D - Assateague Point Sewer Area Map

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

THIS AGREEMENT made this 28 day of June, 1994 by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY (hereinafter Transferor) and MAYOR AND CITY COUNCIL OF OCEAN CITY (hereinafter Transferee)

WHEREAS, Title 9, Part II of the Environment Article, Annotated Code of Maryland authorizes municipalities to maintain and operate sewerage facilities; and in connection therewith to enter into contracts or agreements with counties relative to the construction, alteration, maintenance, or operation of such a system; and

WHEREAS, Title XII, § C-1201 of the Charter of Mayor and City Council of Ocean City (Ocean City) authorizes Ocean City to construct, operate and maintain sanitary sewage systems and sewage treatment plats; and

WHEREAS, Article 25B, §13E-1 of the Annotated Code of Maryland authorizes agreements between code counties and municipalities for the transfer of county owned sewerage facilities to municipalities upon certain terms and conditions; and

WHEREAS, the sewerage treatment facilities within the corporate limits of Ocean City are owned, operated and maintained by County Commissioners of Worcester County (Worcester County); and

WHEREAS, Ocean City, having determined that it is in best interests of the public's health, safety and general welfare, is desirous of owning, operating and maintaining the sewerage treatment facilities within its own corporate boundaries; and

WHEREAS, Worcester County is desirous of Ocean City owning, operating and maintaining the sewerage treatment facilities within Ocean City's corporate boundaries.

LAW OFFICES
AYRES, JENKINS,
GORDY & ALMAND, P.A.
5200 B COASTAL HIGHWAY
OCEAN CITY, MD. 21842



NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, warrant, and agree as hereinafter provided:

I

GENERAL INTENT AND PURPOSE

The parties hereto acknowledge and agree that it is the intent and purpose of this Agreement that Transferor shall convey unto Transferee all the assets of Transferor's sewerage treatment facilities located within the corporate limits of Transferee, including real property, personal property, permits, licenses, leases, easements, rights of way, accounts receivables, operating accounts, reserve fund accounts and all other matters and items involved in the operation of said sewerage treatment facilities; and any interpretations of this Agreement are to be resolved in favor of the complete transfer of assets, provided however, that at all times any interpretations are subject to the aforementioned Article 25B, Section 13 E-1.

II

ARBITRATION

The parties hereto, being governmental agencies, agree that it is not in the best interest of the public to institute litigation over any disputes which might arise under this Agreement unless absolutely necessary, and to that end the parties agree to meet and attempt to resolve all matters. In the event a resolution cannot be reached, each party agrees to appoint two elected members from its respective party to arbitrate a resolution of such disputes to be submitted to each party for approval. If such an arbitration cannot be agreed upon, then, and only then the parties agree to submit such issue to the Circuit Court for Worcester County for Declaratory Relief.

III

TRANSFER OF ASSETS

Effective as of midnight June 30, 1994 Transferor shall transfer, convey and assign onto Transferee, the following:

- A. Real property described on Exhibit A
- B. Personal property described on Exhibit B
- C. Leases described on Exhibit C
- D. Easements and Rights of Way described on Exhibit D
- E. Federal and State Permits described on Exhibit E
- F. Licenses described on Exhibit F
- G. Contracts described on Exhibit G
- H. Accounts receivables described on Exhibit H
- I. Operating accounts described on Exhibit I
- J. Reserve Fund accounts described on Exhibit J
- K. All pipes, sewer lines and sewerage treatment facilities within the corporate limits of Transferee including the ocean "outfall" pipe located at 64th Street described on Exhibit K.

All assets are to be conveyed by Transferor to Transferee "where is - as is" with no warranties but with a covenant to execute further assurances.

IV

ACCOUNTS PAYABLE AND BONDED INDEBTEDNESS (DEBTS)

Transferee covenants and agrees to assume all accounts payable incurred in the normal course of business associated with the assets to be conveyed hereunder and to indemnify and hold harmless Transferor on account of same. Transferor is indebted under certain General Obligation Bonds described on Exhibit L. Transferee covenants and agrees to assume the payment obligations under said Bonds and to indemnify and hold harmless Transferor on account of same. To assure the indemnification and hold harmless hereunder, Transferee covenants and agrees to pledge, to the extent permitted by law, its full faith and credit to the full extent of its ad valorem

taxing powers to pay said debts, and to impose upon all users of the sewerage treatment facilities transferred hereunder such fees, charges, and assessments as are requisite to pay all cost associated with the annual operation and maintenance of such sewerage treatment facilities and for the repayment of such bonded indebtedness. Transferee covenants and agrees that all monies transferred as Reserve Fund accounts shall only be expended to repay bonded indebtedness assumed hereunder, and for no other purpose. Transferee agrees to deliver an opinion of counsel as to the effectiveness and authority of Transferee to so assume such obligations and pledge its full faith and credit acceptable to Transferor.

V

EMPLOYEES

The employees, listed on the Exhibit M, shall be transferred to Transferee and Transferee shall accept such employees into its personnel with all benefits currently enjoyed and prospectively to be enjoyed as all of Transferee's employes enjoy except that, in no circumstance, shall such employees receive benefits, including pension, less than that currently enjoyed by such employees. To that end, Transferee, in conjunction with Transferor, agrees to maintain and make annual contributions to the current Sanitary Commission Nationwide Pension Plan for those employees transferred hereunder; provided, however, that all future full time employees of Transferee assigned to sewerage treatment facility responsibilities shall become members of Transferee's general employee pension plan.

The parties agree that Clifton Dale, one of the employees listed on Exhibit M, who is on medical/disability leave resulting from an automobile accident, shall remain as a Transferor employee until such time as he is able to return to work at which time he shall become an employee of Transferee. Notwithstanding same, Transferee shall reimburse Transferor for

all sums advanced by Transferor attributable to his employment, i.e. salary, pension, medical insurance and other benefits of employment, but excluding any medical or disability payments made to or on behalf of Clifton Dale. For pension purposes, Clifton Dale shall remain with the Nationwide Plan notwithstanding his "official" employment with Transferee at a subsequent date.

VI

LABORATORY TESTING

The laboratory testing facilities, utilized by Transferor for many testing procedures other than the sewerage treatment facilities being transferred hereunder, are a part of the assets to be transferred to Transferee hereunder. Transferee covenants and agrees to offer to test submittals of Transferor at the actual cost of such testing procedure to Transferee in accordance with the agreement listed on the Exhibit N.

VII

WEST OCEAN CITY

The effluent from the West Ocean City Sanitary District is being treated and discharged through the sewerage treatment facilities being transferred hereunder. Transferee agrees to continue to treat and discharge said effluent, as follows:

A. Transferor shall be responsible for the collection of said effluent in West Ocean City and the pumping and transfer of said effluent under the bay to the manhole located along the western side of Baltimore Avenue at 15th Street at which point the balance of the system will be owned by the Transferee, including said manhole.

B. Transferee shall be responsible for the pumping and transfer of said effluent from 15th Street to the 64th Street sewerage treatment facilities, the treatment thereof at said location, and the transfer and discharge of said treated effluent at the 64th Street "outfall."

C. Transferee shall bill Transferor, on or about July 1, annually, for the cost of such service as set forth on Exhibit O. Transferor shall pay said invoice on or before September 30 of each year, and if and to the extent not timely paid, interest shall begin to accrue on any unpaid portion at the rate of interest chargeable on delinquent county real estate taxes.

D. Transferee shall reserve one million (1,000,000) gallons per day for treatment and discharge of West Ocean City effluent of its current treatment and discharge capacities.

E. It is the intent of this agreement and both parties agree that, in any event, the charges to Transferor for treatment of such effluent from West Ocean City shall on a per gallon basis not to exceed the cost of treatment on a per gallon basis for treatment of effluent collected by Transferee within the corporate limits of Transferee but taking into account reasonable conveyance and administrative charges set forth on Exhibit "O."

VIII

EXPANSION OF FACILITIES

A. Transferee, upon application and receipt of all necessary permits, may expand the sewerage treatment facilities for service within the corporate limits of Transferee, as same are determined as of July 30, 1994 (current limits).

B. Transferee, upon the majority vote of the elective bodies of Transferee and Transferor and upon application and receipt of all necessary permits, may expand the sewerage treatment facilities for service outside the current limits of Transferee.

C. In event of any expansion, Transferee shall offer to Transferor, and upon acceptance by Transferor, Transferee shall reserve capacity from such expansion as set forth in Exhibit P. In the event Transferor accepts the proportionate reservation of the expansion, the costs of such expansion shall be paid by

Transferee and Transferor in the same proportionate amount as set forth in Exhibit P, and billed by Transferee to Transferor as set forth in Section VII C hereof.

D. It is the intent of this agreement and both parties agree that, in any event, charges to Transferee for expansion costs shall be fairly determined so that customers of Transferor in West Ocean City shall pay their share of the cost of expansion in the same manner and amounts as required by Transferee from customers within the corporate limits of Transferee.

IX

FUTURE COOPERATION

The parties hereto anticipate that future growth in both northern Worcester County and Ocean City may strain the capacities of the sewerage treatment facilities to be transferred hereunder and Transferor's other sewerage treatment facilities. However, the parties hereto also recognize that the maximum impact on the respective sewerage treatment facilities is seasonal, i.e., Transferee is at maximum usage during the summer; Transferor's spray irrigation fields are at maximum capacity during the winter and spring because of high water tables. The parties hereto agree to use good faith efforts to cooperate with each other toward shared facilities usage if the future needs so demand. It is the intent hereof that Transferee's "outfall" could discharge Transferor's excess treated effluent in the winter and spring, and Transferor's spray irrigation fields could accept Transferee's excess treated effluent in the summer.

X

COMPLIANCE WITH STATE LAW

Notwithstanding any provision hereof, both parties shall comply with all provisions of Section 13E-1 of Article 25B of the Annotated Code of Maryland.

XI

SURVIVAL

This Agreement and each and every covenant, term and condition hereof shall be deemed to survive the transfer of assets and not merge therewith.

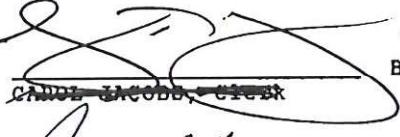
AS WITNESS the hands and seals of the parties hereto, the day and year first above written.

THE COUNTY COMMISSIONERS OF
WORCESTER COUNTY


JOHN A. TRIANO
Administrative Director

By: 
JEANNE LYNCH, President

MAYOR AND CITY COUNCIL OF
OCEAN CITY


CAROL JACOBS, Clerk
JAMES S. HALL
Council Secretary

By: 
ROLAND E. POWELL, Mayor
RICHARD W. MEEHAN
Council President

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT
SECTION III: TRANSFER OF ASSETS
"EXHIBIT A"
REAL PROPERTY

| <u>Property Description</u> | <u>Use</u> | <u>Deed Ref.</u> | <u>Parcel No.</u> | <u>Assessment No.</u> |
|---|--------------|------------------|-------------------|-----------------------|
| MAP 97K Parcel A, Bayshore Dr. Subdivision | Lift Station | | | |
| Lot 88 & 89, Southside N. 28th St., Plat Skyline Development | Park | F.W.H. 312/987 | 112/4606 | 10-047250 |
| Map 96M, 32nd St. Ext. Common Rec. Area | Lift Station | | | |
| Imps 550 Seabay Dr. BTW 64th & 65th | Trt. Plant | F.W.H. 222/118 | 113/6699 | 10-078859 |
| S. Half Lot 13 & Easement Over Lot 12, Blk 98 Oceanbay City Plat "88th St." | Vacant | F.W.H. 559/598 | 115/113A | 10-100976 |
| Part Lot 101N Side Old Landing Rd., Plat Caine Keys II Ext. | Vacant | F.W.H. 263/382 | 116/1664A | 10-107407 |
| Part Lot 1SW Side Old Landing Rd., Plat Caine Keys II Ext. | Pump Station | F.W.H. 287/62 | 116/1763A | 10-107415 |
| Imps 180' x 67.5' W Beach Highway Plat Caine Harbor Mile "Jamestown Rd." | Pump Station | F.W.H. 272/38 | 116/4086A | 10-134102 |
| Imps 10A 50' x 100' Baltimore Ave, Plat Fenwick Res, Blk 89 "130th St." | Pump Station | F.W.H. 567/382 | 117/5144A | 10-158648 |
| Map 58, Dukes Ave Caine Woods, Lots 10 & 11, 15' x 40' | Lift Station | | | |

SUPERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT B"

PERSONAL PROPERTY

The attached "PM SCHEDULING and REPORTING SYSTEM MASTER EQUIPMENT LIST", pages 01 through 23, dated 4/4/94 represents the Personal Property presently in use by District #1.

In addition to this listing, all existing furnishing (i.e., desks, chairs, cabinets, computers, etc.) which presently reside on, and are in use by, District #1, shall be considered "Personal Property" of District #1, and therefore a portion of this Exhibit.

assets1.94a

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT C"

LEASES AND AGREEMENTS

In summary, the following attachments relative to this "Exhibit" are comprised of:

- (1) U.S. Department of the Interior: Assateague Island National Seashore effluent disposal.
- (2) Town of Berlin: Sludge Hauling Agreement
- (3) Ocean Pines Service District: Sludge Hauling Agreement
- (5) Bruning Farm: Lagoon System

assets1.94a

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT D"

EASEMENTS AND RIGHT OF WAYS

Any and all easements or right-of-ways which have been secured in the name of the Worcester County Sanitary Commission, relative to the pipes, sewer lines, lift and pumping stations and treatment facilities which are in existence as of this date, all being considered a part of the District #1 "system", shall be transferred, in whole, to the Town of Ocean City.

assets1.94a

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT E"

PERMITS

The attached listing entitled "Sewage and Water Treatment Permits" pages 01 and 02, summarize all permits relative to this Exhibit.

assets1.94a

ITEM 16

SEWAGE AND WATER TREATMENT PERMITS

S-78-23-358-CT
PAGE: 1

OCEAN CITY

NPDES MD0020044 STATE 90-DP-0596-A

OCEAN CITY W.W.T.P. (001 OUTFALL)

EFFECTIVE DATE: 07/01/1990
EXPIRATION DATE: 06/30/1995

23-00005
STATE AIR MANAGEMENT ADMINISTRATION

SLUDGE WASTE INCINERATOR
O.C. WWTP
EFFECTIVE DATE: 09/01/1993
EXPIRATION DATE: 08/31/1994

S-78-23-358-CT

DIVISION OF SOLID WASTE CONTROL
ASH LAGOON SOLIDS/O.C. WWTP
SEWAGE SLUDGE DISPOSAL: ASH LAGOON SOLIDS/OCEAN CITY WWTP
EFFECTIVE DATE: 03/01/1991
EXPIRATION DATE: 02/28/1996

S-92-23-1717 ADE
MUNICIPAL WASTE DIVISION
SEWAGE SLUDGE UTILIZATION/DISPOSAL PERMIT
BRUNING/FAIRFIELD FARMS
TRANSPORTATION AND STORAGE OF SEWAGE SLUDGE TO LAGOON
EFFECTIVE DATE: 01/09/1992
EXPIRATION DATE: 01/08/1997

S-91-23-2509-ABE
MUNICIPAL WASTE DIVISION
SEWAGE SLUDGE UTILIZATION/DISPOSAL PERMIT
HARRY PEARSON II FARM

EFFECTIVE DATE: 04/26/1991
EXPIRATION DATE: 04/25/1994

S-92-23-3005-ABE
MUNICIPAL WASTE DIVISION
SEWAGE SLUDGE UTILIZATION/DISPOSAL PERMIT
DAVID BRUNING PROPERTY AKA TAYLOR, PETERS, FAIRFIELD FARMS

EFFECTIVE DATE: 10/01/1992
EXPIRATION DATE: 09/30/1995

ITEM 16

SEWAGE AND WATER TREATMENT PERMITS

PAGE: 2

OCEAN CITY

MD076571V

AIR TANK/GARAGE

EFFECTIVE DATE:
EXPIRATION DATE: 07/15/1995

MD076572V

AIR TANK/PRIM. INT. VENT

EFFECTIVE DATE:
EXPIRATION DATE: 07/15/1995

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT F"

LICENSE

The following licenses shall transfer with this agreement:

| | |
|------------------|------------|
| FCC License | KQS 544 |
| Expiration Date: | 02/20/1997 |

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SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT G"

CONTRACTS

The attached documents represent existing Contracts presently held by the Worcester County Department of Water and Wastewater Services, District No. 1.

- (1) Air Products: Liquid Oxygen
6 year Contract
Expiration Date: July 01, 1995
Purpose: Supplying of liquid oxygen required to operate the Cryogenic Air Separation Plant for treatment of sewage.
- (2) Air Products: Start-Up and Instrumentation Service
5 year Contract
Expiration Date: June 30, 1996
Purpose: Start-up and instrumentation service necessary to assist the plant operators in an annual start-up of the Cryogenic Air Separation Plant.
- (3) Coyne Chemicals: Hydrogen Peroxide 50%
1 year Contract
Expiration Date: September 30, 1994
Purpose: Hydrogen Peroxide required to keep sanitary sewage from going septic and elimination of Hydrogen Sulfide in the collection system.
- (4) Greeley and Hansen: Master Sewer Plan With Amendments 1 and 2.
Term of Contract: Open
Status: Final draft completed with exception of the outfall analysis and prioritization of Capital Improvements.
- (6) Engineering Science, Inc.: 503 Regulations with Change Order #1.
Term of Contract: Open
Status: Work Order Contract is in process.

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SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT H"

ACCOUNTS RECEIVABLE

All customer and other receivables listed by customer and
billing information as of June 30, 1994, per the audited
financial report:

Usage billings
Front foot assessments
Other receivables
Long-term front foot assessments

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SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT I"

OPERATING ACCOUNTS

All commercial bank and trust accounts as follows and any other amounts designated Ocean City:

1st National Bank of Maryland Account 320-071305
Ocean City Operation and Maintenance

Mercantile Bank and Trust/Maryland Local Government
Investment Pool
Ocean City Operating and Maintenance Account 51109-2

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SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION III: TRANSFER OF ASSETS

"EXHIBIT J"

RESERVE ACCOUNTS

All commercial bank and trust accounts as follows and any other accounts designated Ocean City:

| | |
|--|------------|
| 1st National Bank of Maryland | |
| Bond Payments and Capital Improvements | 320-0714-3 |
| Headworks and Lab Building Bond Proceeds | 310-3985-6 |

Mercantile Bank and Trust (Maryland Local Government Investment Trust)

| | |
|---|---------|
| Ocean City Bond Payments & Capital Improvements | 51109-1 |
| Serial G Bond Principal | 51109-8 |
| Ocean City Master Plan | 51109-9 |

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SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT**SECTION III: TRANSFER OF ACCOUNTS****"EXHIBIT K"****OUTFALL PIPE**

The resort community of Ocean City, Maryland discharges sewage into the nearshore waters of the Atlantic Ocean near 64th Street after secondary treatment and chlorination through a submerged multiport diffuser. The sewage is carried offshore in a 30" diameter pipe which runs below grade and natural bottom to a point approximately 3850 feet (1173.5 meters) from the mean low water line. The ocean outfall pipe is oriented approximately perpendicular to the shoreline, i.e., 104 degrees - 280 degrees T. Fifty pairs of diffuser ports spaced at 20 foot intervals are located along the seaward most 1000 feet of the sewer pipe, and comprise the diffuser section. These diffusers range in diameter from 3" to 4" and discharge sewage horizontally in a direction perpendicular to the sewer pipe, i.e. parallel to the shoreline, half in a northerly direction and half in a southerly direction.

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SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT
SECTION IV: ACCOUNTS PAYABLE AND BONDED INDEBTEDNESS

"EXHIBIT L"

GENERAL OBLIGATION BONDS

Ocean City Sanitary District Projects Fund

| | |
|--|------------------|
| Series D 5.4% to 8% payable in annual installments, due May 1 to 2004 | \$ 700,000 |
| Series G 5% to 6.5% payable in annual installments, due October 15 to 2012 | 5,525,000 |
| Series I 6% to 9% payable in annual installments due May 1 to 2016 | <u>3,015,000</u> |
| TOTAL: | \$9,240,000 |

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SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION V: EMPLOYEES

"EXHIBIT M"

EMPLOYEES

The attached two page listing which is broken into the following categories:

- (1) Administrative Section
- (2) Wastewater Treatment Plant Operators
- (3) Bio-Solids Spreading Operations
- (4) Process Maintenance Section
- (5) Line Maintenance and Cleaning Section
- (6) Collection System Maintenance & Construction Section
- (7) Laboratory Operations

Constitutes the overall list of employees and positions which are to be transferred under this Agreement.

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TOWN OF OCEAN CITY WASTEWATER DEPARTMENT
Proposed Job Title Classification

1. Administrative Section

| | |
|------------------------|----------------------------|
| Robert T. Hastings Sr. | Wastewater Superintendent |
| Jeannette N. Murray | Administrative Aide |
| Phyllis Y. Jones | Purchasing Technician |
| Nelson J. Kelly | Plumbing Inspector |
| Marie A. Velong | Data Processing Technician |
| Vacant | Clerk/Typist |

2. Wastewater Treatment Plant Operations

| | |
|-------------------------|---|
| Charles F. Felin | Chief Plant Operator |
| Kevin T. Lynch | Asst Chief Plant Operator |
| Elton R. Bradford | Wastewater Process Foreman |
| Ronald B. Evans | Instrumentation Technician |
| Douglas R. Hastings | Wastewater Process Foreman |
| Granville L. Jones | Wastewater Process Foreman |
| Robert F. Knighton | Purchasing Technician |
| Gene A. Lank | Wastewater Process Foreman (Shift Leader) |
| Thomas E. Nichols | Wastewater Process Foreman (Shift Leader) |
| Robert C. Rhode | Wastewater Process Foreman (Shift Leader) |
| Jeffrey Simpson | Wastewater Process Foreman (Shift Leader) |
| John R. Allen | Wastewater Treatment Plant Operator II |
| Barry E. Bacon | Wastewater Treatment Plant Operator I |
| James B. Baker Jr. | Wastewater Treatment Plant Operator I |
| James W. Bennett | Wastewater Treatment Plant Operator IV |
| Bryan S. Chandler | Wastewater Treatment Plant Operator I |
| Sunder L. Copes Sr. | Wastewater Treatment Plant Operator I |
| Clifton E. Dale | Wastewater Treatment Plant Operator III |
| Leonard F. Drummond Jr. | Wastewater Treatment Plant Operator I |
| William L. Gearhart | Wastewater Treatment Plant Operator I |
| Ronald J. Gillenardo | Wastewater Treatment Plant Operator III |
| Charles T. Henry | Wastewater Treatment Plant Operator II |
| Theophilus H. Hobbs | Wastewater Treatment Plant Operator II |
| Sherril L. Peters | Wastewater Treatment Plant Operator IV |
| Richard Powell | Wastewater Treatment Plant Operator I |
| Michael K. Showell | Wastewater Treatment Plant Operator II |
| Carlton G. Taylor | Wastewater Treatment Plant Operator II |
| Bryon J. Trimble | Wastewater Treatment Plant Operator I |
| Richard Tyndall | Wastewater Treatment Plant Operator I |
| Vacant | Seasonal Worker |
| Vacant | Wastewater Treatment Plant Operator |

Job Title Classification
19 May 1994
Page: 2

3. Bio-Solids Spreading Operations

| | |
|--------------------|-------------------------------|
| Richard D. Johnson | Wastewater Process Foreman |
| Curtis J. Savage | Tractor Trailer/Tanker Driver |
| James P. Waller | Tractor Trailer/Tanker Driver |

4. Process Maintenance Section

| | |
|-----------------------|---------------------------------------|
| John W. Elliott Sr. | Process Equipment Maintenance Foreman |
| Benjamin L. Disharoon | Process Equipment Mechanic |
| Larry J. Ninzeheltzer | Process Equipment Mechanic |

5. Line Maintenance and Cleaning Section

| | |
|-------------------|---------------------|
| Ronald L. Leonard | Maintenance Foreman |
| James R. Purnell | Maintenance Worker |

6. Collection System Maintenance & Construction Section

| | |
|--------------------------|--------------------------|
| John Brittingham | Maintenance Foreman |
| Norman E. Christopherson | Heavy Equipment Operator |
| Eddie Fooks | Heavy Equipment Operator |
| Alphonso M. Henry | Maintenance Worker |
| John J. Walter | Maintenance Worker |

7. Laboratory Operations

| | |
|--------------------|---|
| Elizabeth Matthews | Water & Wastewater Laboratory Supervisor |
| Cheryl B. Ludy | Water & Wastewater Laboratory Technician II |
| Francis G. Hooks | Water & Wastewater Laboratory Technician I |

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Sewerage Treatment Facilities Transfer Agreement

Section VI: Laboratory Testing

"Exhibit N"

LABORATORY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, in the year nineteen hundred and ninety-four (1994), by and between the Mayor and City Council of Ocean City (hereinafter the "TOWN"), a Maryland municipal corporation and Worcester County (hereinafter the "COUNTY").

WHEREAS, the COUNTY operates, as a part of its Water and Wastewater Department numerous water and wastewater systems; and

WHEREAS, said water and wastewater systems generates water and wastewater which must be tested on a regular basis for compliance with Federal, State and Local regulations; and

WHEREAS, the TOWN has the Laboratory equipment and facilities for testing and analysis of said water and wastewater; and

WHEREAS, the COUNTY wishes to avail itself of the TOWN'S laboratory testing capabilities; and

WHEREAS, the TOWN is willing to make its services regarding the laboratory testing and analysis of water and wastewater available to the COUNTY, subject to certain terms, conditions and limitations, as hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises, the mutual benefits to be derived hereunder, and the mutual promises hereinafter made, the parties hereto do hereby covenant and agree as follows:

1. That the TOWN shall provide laboratory testing and analysis to the COUNTY at no profit during regular business hours or overtime by prior agreement.

2. Laboratory testing and analysis shall be based on published rates for various tests with rates established annually.

3. The TOWN shall provide the services and be reimbursed through a Work Order. "Time and Material" lab work shall be back charged for personnel, equipment and material cost. Personnel mark-up shall be for costs plus actual benefit cost. Equipment mark-up shall be actual operation, maintenance and replacement cost with a rate established each fiscal year. Material mark-up shall not exceed five (5) percent.

4. The COUNTY shall generally and as much as possible schedule all laboratory testing and analysis in advance.

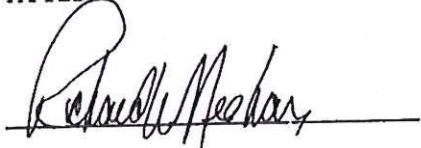
5. Unless earlier terminated, as hereinafter provided for, this Agreement shall remain in force for a period of five (5) years from the date hereof (as stated at top of this Agreement).

6. That, notwithstanding the provisions of the preceding paragraph, either party hereto shall have the right to terminate this Agreement upon six (6) months prior written notice to the other party.

7. Anything herein to the contrary notwithstanding, it is agreed that the TOWN shall incur no liability to the COUNTY if, for any reasons beyond its control, e.g. strikes, force majeure, government regulations, it is unable to provide laboratory testing and analysis of the COUNTY'S water and wastewater.

AS WITNESS the names of the parties hereto, and the signatures of their respective appropriate officials, all as of the day and year first herein written.

ATTEST:



Arnold M. Nealon

MAYOR AND CITY COUNCIL
OF OCEAN CITY

BY



Roland S. Powell

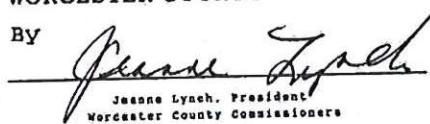
Roland S. Powell, Mayor



Jessie Lynch

WORCESTER COUNTY

BY



Jessie Lynch, President
Worcester County Commissioners

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION VII: WEST OCEAN CITY

"EXHIBIT O"

In accordance with Section VII, paragraph "C", the cost of service for West Ocean City shall be calculated as detailed on the two page attachment entitled:

"TECHNIQUE FOR OCEAN CITY WASTEWATER SYSTEM CHARGES"
WEST OCEAN CITY

as dated May 23, 1994.

assets1.94a

SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT

SECTION VIII: EXPANSION OF FACILITIES

"EXHIBIT P"

TREATMENT PLANT EXPANSION:

The present "reserved" capacity for West Ocean City, as set forth in Section VII, paragraph "D", constitutes one-twelfth (1/12) of the plants overall treatment capacity as of this date. With this in mind, up to, but not exceeding, one-twelfth of any proposed "capacity" expansions of the treatment plant shall be offered to West Ocean City as additional "reserve".

Should West Ocean City choose to accept any portion, or all, of the one-twelfth, then they will be responsible to pay for the additional "reserved" capacity in accordance with the following equation:

$$\text{West Ocean City Cost} = (\text{Total Project Cost}) \times \% \text{ of Project Capacity "Reserved".}$$

OUTFALL LINE:

The present outfall line capacity has yet to be determined as of the signing of this Agreement. Upon completion of the "Sewer Master Plan", being prepared by Greeley & Hansen Engineers, the present capacity will be known.

In reference to future projects which would increase the outfall line capacity, the following equation will be used for determining the maximum percentage of the proposed increased flow capacity which will be offered to West Ocean City as "reserve":

$$\text{Maximum \%} = \frac{1,000,000}{\text{Present capacity as determined by G. \& H.}}$$

Should West Ocean City choose to accept any portion, or all, of this maximum percentage, then they will be responsible to pay for the additional reserved flow capacity in accordance with the following equation:

$$\text{West Ocean City Cost} = (\text{Total Project Cost}) \times \% \text{ of Project Capacity Reserved.}$$

TRANSMISSION LINE:

In Appendix "A", Table 5, of the Greeley & Hansen Sewer Master Plan, the Section denoted as "Pipe Calculations" notes this line to have a "peak" maximum capacity of 14.53 mgd.

When referencing the "Reduced Peaking Factor" of 1.34 (Existing Conditions), as noted in Table 3, the present "reserved" flow of 1 mgd for West Ocean City actually reserves 9% of the pipe flow. This percentage is determined as follows:

$$1.0 \text{ mgd (Reserved)} \times 1.34 \text{ (Factor)} = 1.34 \text{ mgd}$$

$$1.34 \text{ mgd} / 14.53 \text{ mgd} = 9\%$$

Should a project occur which would increase the capacity of this transmission line, up to, but not exceeding, 9% of the proposed increased capacity will be offered to West Ocean City.

Should West Ocean City choose to accept any portion, or all, of the 9% increase, then they will be responsible to pay for the additional reserved capacity in accordance with the following equation:

$$\text{West Ocean City Cost} = (\text{Total Project Cost}) \times \% \text{ of Project Capital Reserved.}$$

For the purpose of the "Treatment Plant Expansion", "Outfall Line" and Transmission Line", the term "Total Project Cost" as herein used shall mean the total amount of the cost incurred by the Town on account of the cost of construction of the Project and the cost of all lands, properties, rights, easements, franchises, and permits acquired, the cost of all machinery and equipment, financing charges, interest prior to and during construction, cost of engineering, legal, and financial services, plans, specifications, surveys, estimates of cost and of revenues, other expenses necessary or incident to the determining of the feasibility or practicability of such construction, administrative expenses, and such other expenses as may be necessary or incident to the financing or construction of the Project, including any obligation or expense incurred prior to the issuance of the revenue bonds or other obligations of the Town, for engineering, legal, and financial studies and for estimates of cost and of revenues and for other technical or professional services utilized in the planning, design, financing and construction thereof as shall be determined as the findings of an audit of the books and records of the Town certified by the respective certified public accountants and the Consulting Engineers employed by the Town.

First Reading 11/17/25

Second Reading 12/1/25

ORDINANCE 2025- 31

**ORDINANCE TO AMEND SEWERAGE TREATMENT FACILITIES TRANSFER
AGREEMENT DATED JUNE 28, 1994, BY AND BETWEEN THE COUNTY
COMMISSIONERS OF WORCESTER COUNTY AND THE MAYOR AND CITY
COUNCIL OF OCEAN CITY TO INCREASE THE WEST OCEAN CITY
SEWERAGE CAPACITY**

WHEREAS, on May 16, 1994, the Mayor and City Council passed Ordinance 1994-11 which authorized the transfer of sewerage facilities from the County Commissioners of Worcester County ("County Commissioners") to the Mayor and City Council of Ocean City ("Mayor and City Council"); and

WHEREAS, on June 28, 1994, in furtherance of the authorization provided by Ordinance 1994-11, the Mayor and City Council entered the "Sewerage Treatment Facilities Transfer Agreement" ("Agreement") with the County Commissioners; and

WHEREAS, Section VII ("West Ocean City"), subsection D of the Agreement requires the Mayor and City Council "to reserve one million (1,000,000) gallons per day for treatment and discharge of West Ocean City effluent of its current treatment and discharge capacities"; and

WHEREAS, Section VIII ("Expansion of Facilities") allows the Mayor and City Council, upon the majority vote of the County Commissioners and the Mayor and City Council, to expand the sewerage treatment facilities for service outside of the current limits of the Town; and

WHEREAS, in the year 2000, the Mayor and City Council made improvements to the wastewater treatment plant that increased its overall M.D.E. rated capacity from 12,000,000 gallons per day ("gpd") to 14,000,000 gpd at a cost of Five Million, One Hundred Ninety-Seven Thousand Eighty Dollars (\$5,197,080.00). The County Commissioners, at that time, could have elected to increase the West Ocean City capacity allotment by 167,000 gpd at a cost of Four Hundred Thirty Thousand Dollars (\$430,000.00), but elected not to do so; and

WHEREAS, in September 2025, the County Commissioners, by a majority vote, made a request of the Mayor and City Council to allow the County Commissioners to purchase 170,000 gpd of sewerage capacity, which would increase the current allotted 1,000,000 gpd to the County; and

WHEREAS, in support of the request, the County Commissioners argue that the proposed capacity purchase represents the County's attempt to find an environmentally sound

LAW OFFICES
AYRES, JENKINS,
GORDY & ALMAND, P.A.
SUITE 200
6200 COASTAL HIGHWAY
OCEAN CITY, MD 21842



and operationally sustainable solution to meet the needs of the current Landings Sewer District and the current Assateague Point Sewer District; and

WHEREAS, upon consideration of the request of the County Commissioners, the existing terms of the Agreement, and the authority vested to it through the Town's Charter and the Maryland Annotated Code, the Mayor and City Council find that it is just and proper to grant the County Commissioner's request, amend the Agreement, and allow for an increase of sewerage capacity to specific areas within the County as further set forth in detail through an amendment to the Agreement.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE SEWERAGE TREATMENT FACILITIES TRANSFER AGREEMENT DATED JUNE 28, 1994, BY AND BETWEEN THE COUNTY COMMISSIONERS OF WORCESTER COUNTY AND THE MAYOR AND CITY COUNCIL OF OCEAN CITY BE, AND IT IS HEREBY AMENDED TO INCREASE THE WEST OCEAN CITY SEWERAGE CAPACITY AS FOLLOWS:

1. The requisite sections of the Sewerage Treatment Facilities Transfer Agreement dated June 28, 1994, shall be amended to reflect an increase in the allocated capacity to West Ocean City by 170,000 gallons per day;
2. The increase in capacity shall be restricted to the volume of untreated effluent currently allocated to the existing treatment plants serving the current Landings Sewer District and the current Assateague Point Sewer District;
3. The County Commissioners shall pay the sum of Seven Hundred Eighty Thousand, Three Hundred Eighty-Six Dollars (\$780,386.00) which represents one-twelfth (1/12) of the costs of the prior expansion, adjusted for inflation; and
4. All other provisions necessary to effectuate the intent as stated herein shall be made to the Agreement.

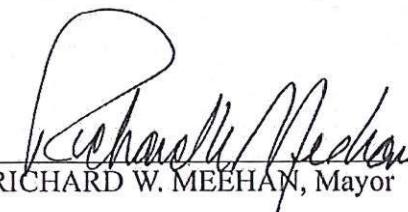
INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on November 17, 2025.

ADOPTED AND PASSED by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on December 1, 2025.

ATTEST:



DIANA L. CHAVIS, Clerk



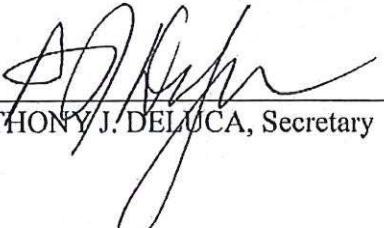
RICHARD W. MEEHAN, Mayor

Approved as to form:

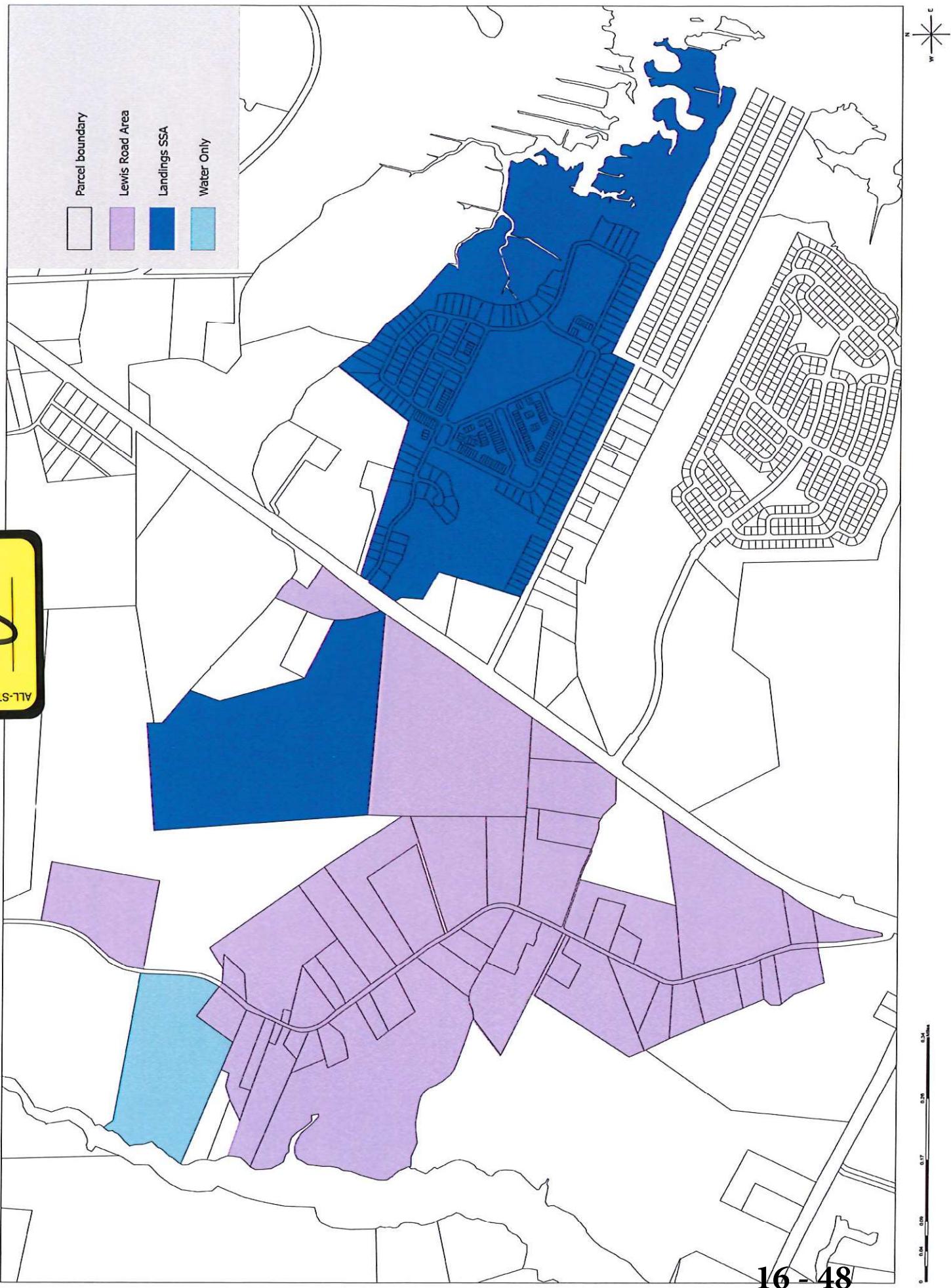


HEATHER STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor

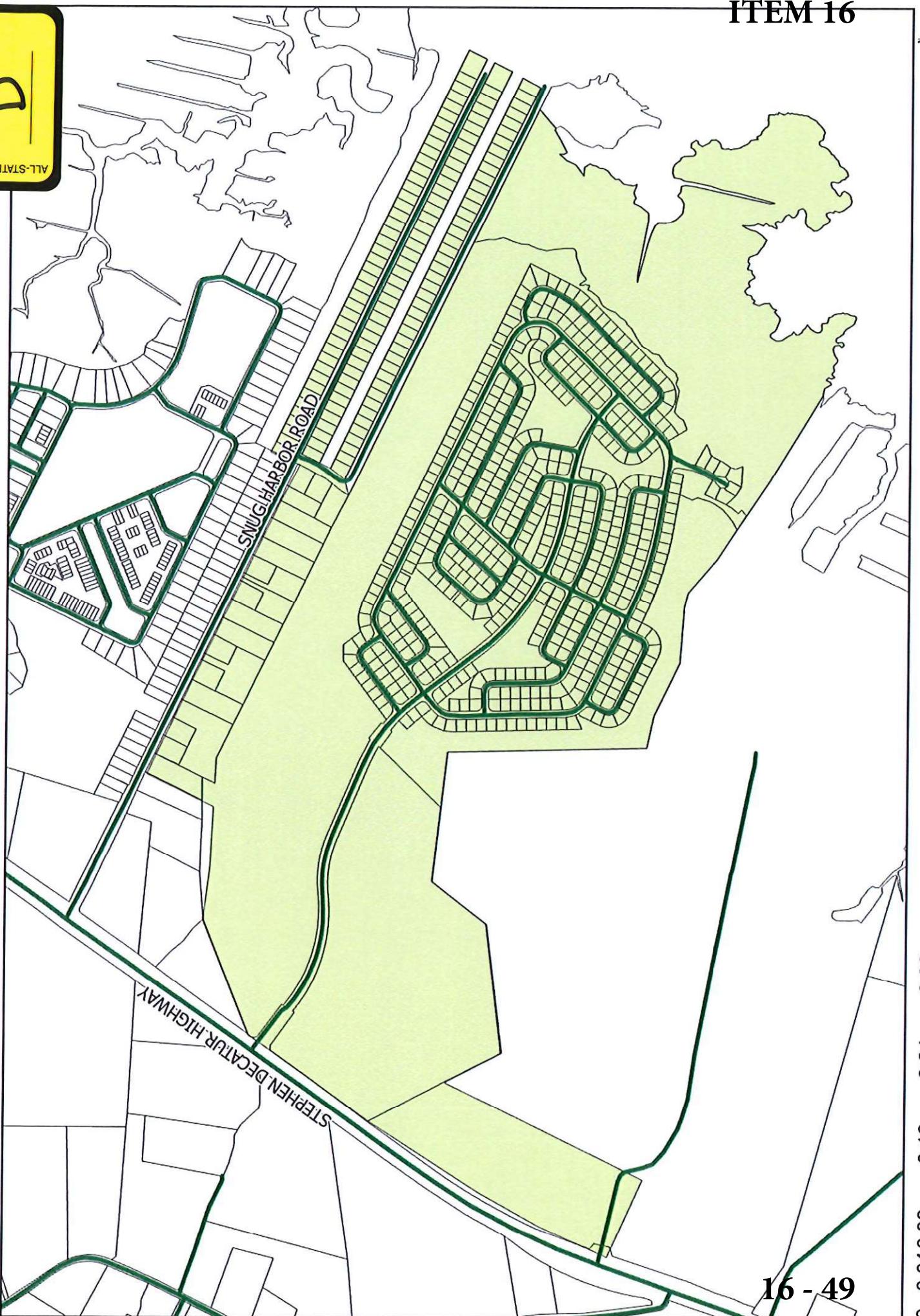
MATTHEW M. JAMES, President



ANTHONY J. DELUCA, Secretary

Landings and Lewis Road Sub-Area**EXHIBIT C**
ALL-STATE LEGAL®

Assateague Pointe Service Area



FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
SPRAY IRRIGATION - EAGLES LANDING GOLF COURSE

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
(hereinafter "First Amendment") is made by and between the Mayor and City Council of Ocean City, Maryland (hereinafter "the Town") and the County Commissioners of Worcester County, Maryland (hereinafter "the County") and collectively referred to as "the Parties".

WHEREAS, in July 21, 2014, the Parties entered a Memorandum of Understanding entitled "Memorandum of Understanding Between the Mayor and City Council of Ocean City ("the Town") and the County Commissioners of Worcester County, Maryland ("the County"); Subject: Spray Irrigation-Eagles Landing Golf Course" (hereinafter "2014 MOU"), attached hereto as Exhibit 1; and

WHEREAS, on August 4, 2014, the Town passed Ordinance 2014-21 ratifying the 2014 MOU. See attached Exhibit 2; and

WHEREAS, Section 3(c) of the 2014 MOU (Obligations of the Town) uses the word "treated" which is used too broadly in the first sentence, and the Parties further desire to clarify and define the phrase "as needed basis only"; and

WHEREAS, as a result of this Amendment, Ex. B and Ex. B-1 of the 2014 MOU need to be revised for consistency and Amended Exhibits B and B-1 are now attached hereto collectively as Exhibit 3, and are incorporated herein; and

WHEREAS, to memorialize their understandings, the Parties are entering into this First Amendment stated below.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant, warrant, and agree to the following:

1. This First Amendment shall amend Section 3(c) of the 2014 MOU to state:

"3. Obligations of the Town.

...

(c) Pursuant to Section IX of the Sewerage Treatment Facilities Transfer Agreement, between the Parties hereto, under date of June 28, 1994, the Town agrees to allow treated wastewater redirection, on an "as

needed basis only", and to allow untreated wastewater redirection, only in cases of emergencies and required plant maintenance, to the Town's Ocean City Wastewater Treatment Plant and Outfall because of the seasonal nature of the County not being able to spray irrigate during the winter months and the Town's excess capacity because of the seasonal nature of its usage. Any redirection shall be pursuant to an operating strategy agreed to by the Parties hereto and contained in attachments B and B-1. The costs to be paid by the County for said redirection will be at the costs as calculated in Section VII of said Agreement."

...

2. All other terms and conditions of the 2014 MOU not specifically amended above shall remain in full force and effect as if fully restated herein.

AGREED TO THIS ____ DAY OF _____, 2025.

Mayor and City Council of Ocean City, Maryland

By: _____ (SEAL)
Name: Terence McGean
Title: City Manager

**County Commissioners of Worcester County,
Maryland**

By: _____ (SEAL)
Name: Weston Young
Title: Chief Administrative Officer

Exhibit 1 –2014 Memorandum of Understanding with Exhibits

Exhibit 2 – Ordinance 2014-21

Exhibit 3 – Amended Exhibits B and B-1 to 2014 MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MAYOR AND CITY COUNCIL OF OCEAN CITY ("the Town")

AND

THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
("the County")

SUBJECT: Spray Irrigation-Eagles Landing Golf Course

As of 7/21/2014

WHEREAS, the County owns and operates a wastewater treatment facility serving the residents of Mystic Harbour and other properties within a close proximity thereof; and

WHEREAS, the County needs a disposal site for reuse of its treated wastewater effluent being discharged from its treatment facility; and

WHEREAS, the Town owns and operates a golf course facility known as Eagles Landing Golf Course, which is in close proximity to the Mystic Harbour Wastewater Treatment Facility; and

WHEREAS, it has been determined from usage at other locations that golf courses are a preferred discharge area for reuse of treated wastewater effluent through what is known as a spray irrigation system; and

WHEREAS, the current irrigation system at Eagles Landing Golf Course utilizes ground water from the aquifer beneath the golf course and said irrigation system has been in utilization for approximately 25 years and is in need of significant repair if not total replacement; and

WHEREAS, the town has buildings at their golf course and airport which are currently being served with water from wells and discharging wastewater into septic systems, of which one septic system has failed, and therefore requires the town to pump and haul at additional expense; and

WHEREAS, the Town and the County have reached an agreement for a new spray irrigation system to be installed at Eagles Landing Golf Course which will be utilized to reuse the treated wastewater effluent from the Mystic Harbour Wastewater Treatment Facility to irrigate the golf course; and

WHEREAS, the Town and the County desire to enter into this Memorandum of Understanding ("MOU") to set forth the covenants, agreements, and obligations of the respective parties to accomplish the purposes hereinafter set forth.



NOW, THEREFORE, this MOU witnesseth: that for and in consideration of the mutual covenants, agreements and obligations of each of the parties hereto, the County and the Town agree as follows:

1. Purpose. This MOU defines the terms by which the Town will allow the treated wastewater effluent to be stored and spray irrigated on the lands of the Eagles Landing Golf Course and defines the terms under which the Town/County will undertake to construct, install, operate and maintain the storage and spray irrigation system on the property of the Town.
2. Scope. This MOU includes the planning, construction, installation and utilization of the holding ponds and spray irrigation system; and this MOU shall remain in full force and effect for the duration of an easement from the Town to the County as hereinafter set forth unless earlier terminated by either party for cause, and not for convenience.
3. Obligations of the Town.

(a) The Town shall pass such Ordinance(s) that is/are necessary for the Town to enter into this MOU and to create the easement required hereunder for the purposes herein contained.

(b) The Town shall grant and convey unto the County an easement for a term of 40 years over such property as the County's wastewater treatment engineers and surveyors deem are necessary for the location and containment of the holding ponds and spray irrigation system, said easement shall be in writing, in recordable form, and will be recorded among the Land Records for Worcester County to fully protect the County's interest in said easement and to evidence that said easement "runs with the land".

At the end of each 40 year term, the county may renew the easement for an additional 40 years upon the same terms and conditions contained herein, except that there shall be no payment for the spray rights, provided that the spray irrigation system meets current state of the art conditions.

(c) Pursuant to Section IX of the Sewerage Treatment Facilities Transfer Agreement, between the parties hereto, under date of June 28, 1994, the Town agrees to allow treated effluent redirection, on an "as needed basis only" to the Town's Ocean City Wastewater Treatment Plant and Outfall because of the seasonal nature of the County not being able to spray irrigate during the winter months and the Town's excess capacity because of the seasonal nature of its usage. Any redirection shall be pursuant to an operating strategy agreed to by the parties hereto and contained in attachments B and B-1. The cost to be paid by the County for said redirection will be at the cost as calculated from Section VII of said Agreement.

(d) Provide to the County usage of the designated golf course ponds for storage of excess treated effluent under certain conditions set forth in the obligations of the County.

(e) To pay the County the annual operation, maintenance and usage fees for sewer and water, if provided, on the same terms and in the same amounts as paid by the users of the County's wastewater treatment facilities and potable water facilities.

(f) The reuse of the treated effluent from the County shall be the first priority for spraying the golf course subject to the operating strategy in attachments B and B-1.

4. Obligations of the County.

(a) The County shall pass such legislation that is/are necessary for the County to enter into this MOU and to accept the easement required hereunder for the purposes herein contained.

(b) Provide to the Town a new state of the art spray irrigation system to provide 100% coverage of the golf course. Effluent irrigation coverage of the golf course will be to the maximum extent allowed by the Maryland Department of the Environment ("MDE"). Fresh water will be used as required by MDE. Specifications will be developed by the Town and designed to meet the needs of both parties. The County shall participate in the approval process of the design and component submittal process. All permits, licenses and expenses related to the installation of the effluent irrigation system will be paid by the County. All contractors, suppliers, consultants and engineers working on golf course property will be approved and/or selected by the Town. Materials and equipment will also be selected and/or approved by the Town. This project will require an Irrigation Association (IA) Certified Irrigation designer and consultant. That cost is included in the estimated project costs. Any work associated with the construction and maintenance of the spray irrigation system needed to be performed by the County or their agents will have to be approved and coordinated with the Town. A Pre-engineering estimate of the spray irrigation system costs are as follows:

- (i) Irrigation system-\$1,200,000 based on \$1,500 per head and approximately 800 sprinkler heads. This includes all pipe, wire, controllers, design and installation and warranty. Price is based on the average of two recent Municipal Maryland projects of similar scope.
- (ii) County will pay to town the sum of \$185,000 for spray rights for the initial term of this agreement.
- (iii) Irrigation design and consulting services-\$50,000
- (iv) Bridge and road crossings-\$40,000
- (v) Mobilization-\$5,000.
- (vi) Contingency-\$100,000.

Total estimate- \$1,580,000

(c) If determined by the County to be necessary and financially and engineering feasible, it shall complete dredging of the golf course ponds for storage of excess treated effluent and any improvements, including but not limited to any required lining of the ponds; shall be designed by the County using Town parameters, but must then be approved by the Town prior to construction, and paid for by the County. The parties hereto acknowledge and agree that certain aesthetic improvements may be needed to the ponds, such as bulkheading, disposal of dredge material, etc. which the County will be responsible for providing. No fencing will be permitted around the storage ponds, and if fencing is required by the Environmental Protection Agency ("EPA"), MDE or any other regulatory agency, the ponds cannot be used for the storage of the treated effluent. Signage can be placed informing the public that treated effluent is in use provided same is required by the EPA, MDE, or any other governmental agency. All liability, if any, in the event of off site release of treated effluent waters due to storms, equipment failure, or faulty design shall be the liability of the County which shall also indemnify and save harmless the Town on the account of same. County will provide assistance in engineering pond overflow systems to mitigate these potential hazards.

(d) The County shall pay all utility bills associated with the use of the spray irrigation system which is currently served by its own electric meter.

(e) Costs for maintenance, repair and replacement, including labor for repairs, of the spray irrigation system, including any permit required groundwater monitoring, shall be the sole expense of the County. Repair labor costs for repairs performed by the town shall be paid for by the county on a flat fee basis as determined by the parties hereto. the county shall fund the future replacement of the system by cash, borrowing or bonding.

(f) After the first ten years of full operation and every five years thereafter, the County will pay for an Independent Irrigation System Evaluation in order to plan for maintenance and capital improvements and to maximize and protect the investment for both the Town and the County. The County shall perform such maintenance within 12 months after the audit and make such capital improvements prior to the next audit.

(g) Allow the Town to connect the following buildings to the County's water and wastewater system and provide a total of 32 wastewater equivalent dwelling units ("EDUS") and 12 water EDUS:

Airport-all buildings for water and wastewater

Golf course and club house-wastewater only

Humane society/golf course maintenance building- wastewater only

The County will run the wastewater lines to the Town's property lines at the County's expense for the golf course and Humane Society. The Town will construct all piping for the airport connection. All laterals constructed on town property shall be at the expense of the Town. The Town shall access the water from the Lions Club at the Town's expense.

(h) Provide the Town with a credit for water and wastewater equivalent dwelling unit equity contribution charges and future capital improvement charges valued at \$266,784.00.

(i) Provide the Town with compensation for future wastewater equivalent dwelling unit charges at the Town facilities valued at \$245,760.00. Compensation for future EDU charges at the Town facilities is computed based upon Mystic Harbour Wastewater Treatment Plant debt of \$48 per quarter per EDU, for 32 EDUS, at a total of \$6,144 per year over 40 years for a grand total of \$245,760.

(j) Treated effluent waters to be used on the golf course can have no setback or use restrictions except where required by MDE. The Town is the sole decision maker regarding where, when and how much treated effluent water will be spray irrigated. Treated effluent waters to be used on the golf course will have to be tested regularly at the MDE authorized outfall, but not less than monthly, for turf grass irrigation suitability. Amendments needed to correct water quality will have to be paid for by the County as would be the testing and consultation. In the event water quality cannot be made to meet established irrigation suitability guidelines effluent water will not be used until standards are met. The Town has established a list of water quality parameters that must be tracked to ensure that the treated effluent water is suitable for golf course irrigation purposes. These parameters are denoted as Attachment A, appended hereto. The County will be responsible for monitoring these parameters and/or paying for the cost of the Town to do so, ensuring that they are within acceptable standards, and taking corrective actions in the event that there is a problem in meeting the standards. All effluent monitoring information will be shared with the Town on a regular basis and will be made available at any time upon request.

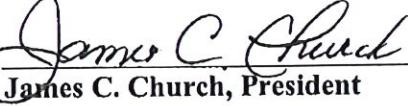
5. The parties hereto agree that all prices mentioned herein are engineering estimates and are subject to change. Any cost overruns in excess of those stated herein shall be born by the County, and any savings on those listed herein shall be to the benefit of the County.
6. The County will continue to provide an "Airport Protection District" as currently found in the County Code Section ZS 1-302. The County agrees to notify the Town, in writing, of any rezoning, variance or special exception requests, or any requested residential development within the "Airport Protection District" as described in the aforesaid ZS 1-302 (c).
7. **Liability, Indemnification and Hold Harmless:** County and Town recognize that there are inherent risks associated with a spray irrigation system and County acknowledges and agrees that Town will not assume nor be liable for any losses or damages associated with such risks, including the golf course which the County shall repair at its expense; and that County shall indemnify and hold harmless the Town for same except for negligent acts of the Town.
8. **Notice and Right to Cure.** If either party believes the other party is in breach of this MOU, that party shall give written notice of the alleged breach and the other party shall

have 30 days to cure same or provide satisfactory information as to why it is not in breach of this MOU.

9. Termination for Cause. A breach of this MOU, which is not timely cured, shall be at the option of the aggrieved party grounds to terminate the MOU for cause. If this MOU is terminated by the Town for cause, then the Town shall be obligated to reimburse the County in accordance with the amortization schedule attached hereto as Attachment C.
10. In the case a dispute arises regarding this MOU, which cannot be resolved by the parties, the matter shall be submitted to mediation before litigation or as otherwise agreed by the parties.
11. No Partnership. This MOU does not create a partnership or any other business entity or affiliation between the parties, other than to define the respective rights and obligations of the parties as to the spray irrigation system at Eagles Landing Golf Course.
12. Final Agreement. This MOU represents the final agreement between the parties hereto, and shall only be amended or modified by written agreement between the parties.
13. This MOU shall be governed by the laws of the State of Maryland, and in particular, the express powers of each of the governmental bodies that are parties hereto.
14. This MOU is effective when signed below and shall be terminated at the end of the easement period unless earlier terminated for cause. If terminated for any reason, the Town shall give the County five (5) years before the termination takes effect. During the five (5) year period, the effluent shall be redirected pursuant to paragraph "3C" of this agreement. If terminated by the County for any reason, the County shall not have the five (5) years as aforesaid and the Town shall not be required to amortize any existing debt; and the system shall be state of the art at termination.
15. The County's obligations under this MOU are contingent upon the county receiving satisfactory financing and an MDE Discharge Permit.

Witness the signatures of the undersigned parties as of the day and year first above written.

County Commissioners of Worcester County,
Maryland

By: 

James C. Church, President

Mayor and City Council of Ocean City,
Maryland

By: 

David L. Recor, City Manager

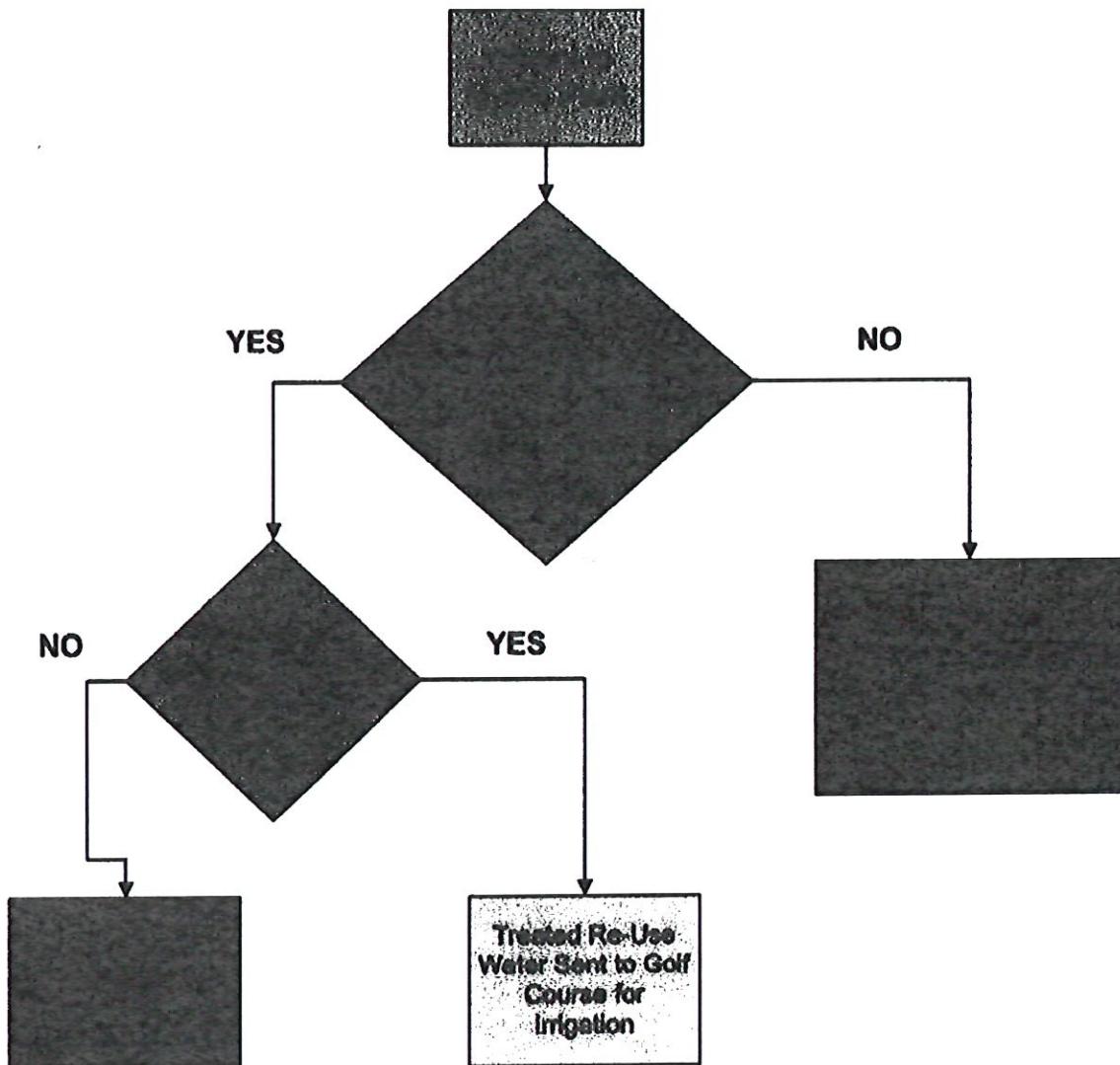
ATTACHMENT A**Water Quality Parameters for Golf Course Irrigation Suitability****NOTE: Monitoring Frequency 1/month for all parameters**

| Parameter | Goal (QUARTERLY AVERAGE) |
|------------------------------|------------------------------|
| Sodium | < 70 parts per million (ppm) |
| Chloride | < 140 ppm |
| Calcium | > 20 ppm |
| Carbonates | < 50 ppm |
| Bicarbonates | > 120 ppm |
| Sulfates | < 180 ppm |
| Ammonium Nitrate (NH4) | < 10 ppm |
| Nitrate (NO3) | < 10 ppm |
| Phosphorus | Monitor |
| Potassium | Monitor |
| Magnesium | Monitor |
| Iron | < 5 ppm |
| Boron | < 2 ppm |
| Total Alkalinity | <150 ppm |
| Total Dissolved Solids (TDS) | < 650 ppm |
| pH | 6.0 – 8.5 Standard Units |

Others – the effluent water shall comply at all times with the limitations set forth in the Mystic Harbour Wastewater Treatment Plant's State of Maryland Discharge Permit.

NOTE: The parameters and/or their respective numeric limitations may be changed in the future if conditions indicate that it is necessary to do so and if such changes are agreed upon in writing by both the County and the Town. Such a change may be authorized at Staff level, by the Public Works Director of the County and the Golf Course Superintendent of the Town with written notification provided to the Town and County.

Attachment B.1

**Schematic Diagram of Proposed Effluent Disposal System for
Mystic Harbour WWTP**

Attachment B**Worcester County/Town of Ocean City Operating Strategy**
Effluent Reuse and Diversion from the Mystic Harbour Wastewater Treatment plant
May 2014**Introduction**

This strategy is developed to describe the operations and procedures for the reuse of effluent from the Mystic Harbour Wastewater Treatment Plant (the treatment plant), owned by the County Commissioners of Worcester County Maryland, for irrigating the Eagles Landing Golf Course (the golf course), owned by the Town of Ocean City. The strategy will also describe the procedures for those periods when the golf course is unable to accept effluent for reuse.

Attachment B.1 shows a schematic decision matrix on the use of the various disposal alternatives.

Preferred Operation

Recognizing the benefits of a wastewater reuse program, to the extent possible, efforts will be made to maximize the use of effluent reuse in irrigating the golf course as the preferred and primary effluent disposal method for the treatment plant. To meet that goal, the system operators will maximize the use of storage and other operational measures. As long as the golf course is open and irrigating, effluent will be used to the extent possible.

To assist in maximizing the use of effluent for reuse, the County will provide the Town information (electronically as much as possible) on the volume of water available in the effluent holding tank(s) and the rate of flow being processed at the treatment plant.

It is understood that reuse of effluent for irrigation will be available during the approximate time period of April 15 to October 15 and even during that time period the golf course could be unavailable during some periods for reasons of equipment failure, weather or another reason. During periods when the golf course is not available, two alternative effluent disposal options have been developed. It is also to be understood that opportunities may arise for limited or normal utilization of effluent for irrigation outside the above referenced timeframe and that the Town and County will work together to take advantage of such favorable conditions for additional reuse events.

First Alternative – Injection Wells

When notified by the Town that the golf course is unavailable or if the ability to irrigate with effluent has been diminished for any reason, the County will begin using the groundwater injection wells for effluent disposal.

Although the injection wells require very little preparation time to be placed into operation, the Town should endeavor to provide 48 hours notice that the golf course will be unavailable for use in effluent reuse.

Second Alternative – Effluent Redirection

Recognizing that the golf course has limited availability for effluent reuse during the months of October through April and that during those periods, the wastewater treatment facilities in the Town are operating at a significantly reduced volume; effluent will be periodically redirected to the Town through the West Ocean City Sanitary Service Area. Redirection is to be used as a disposal alternative only when effluent reuse and groundwater injection are not adequate.

Prior to initiating effluent redirection, the Town's Wastewater Superintendant or an otherwise designated contact will be provided the following information:

1. Date redirection will be initiated
2. Estimated duration of the redirection
3. Estimated quantity of redirection flow based on current and historical data
4. Any recent changes to the plant effluent characteristics

The Town Wastewater Superintendant will immediately notify the County if for some reason, the town is unable to accept the redirected effluent or if there are any limitations that need to be placed on the redirected flow.

The County will further notify the Town when the redirection has ceased.

Notifications are expected to be made via email.

ATTACHMENT "C"

TAB]

| | A | B | D | E | H | I | J | K |
|----|---------|------------|-------------|-------------|-------------|-------------|----------------|----------------|
| 1 | Pmt No. | Date | Total Pmt | P & I | Int Part | Prin Part | Balance | F.Y. Interest |
| 2 | | | \$20,727.32 | \$20,727.32 | \$13,078.40 | \$7,648.92 | \$2,084,895.08 | \$2,092,544.00 |
| 3 | 1 | 1-Jul-2014 | \$20,727.32 | \$20,727.32 | \$13,030.59 | \$7,696.73 | \$2,077,198.35 | |
| 4 | 2 | 1-Oct-2014 | \$20,727.32 | \$20,727.32 | \$12,982.49 | \$7,744.83 | \$2,069,453.52 | |
| 5 | 3 | 1-Jan-2015 | \$20,727.32 | \$20,727.32 | \$12,934.08 | \$7,793.24 | \$2,061,660.28 | \$52025.56 |
| 6 | 4 | 1-Apr-2015 | \$20,727.32 | \$20,727.32 | \$12,885.38 | \$7,841.94 | \$2,053,818.34 | |
| 7 | 5 | 1-Jul-2015 | \$20,727.32 | \$20,727.32 | \$12,836.36 | \$7,890.96 | \$2,045,927.38 | |
| 8 | 6 | 1-Oct-2015 | \$20,727.32 | \$20,727.32 | \$12,787.05 | \$7,940.27 | \$2,037,987.11 | |
| 9 | 7 | 1-Jan-2016 | \$20,727.32 | \$20,727.32 | \$12,737.42 | \$7,989.90 | \$2,029,997.21 | \$51246.21 |
| 10 | 8 | 1-Apr-2016 | \$20,727.32 | \$20,727.32 | \$12,687.48 | \$8,039.84 | \$2,021,957.37 | |
| 11 | 9 | 1-Jul-2016 | \$20,727.32 | \$20,727.32 | \$12,637.23 | \$8,090.09 | \$2,013,867.28 | |
| 12 | 10 | 1-Oct-2016 | \$20,727.32 | \$20,727.32 | \$12,586.67 | \$8,140.65 | \$2,005,726.63 | |
| 13 | 11 | 1-Jan-2017 | \$20,727.32 | \$20,727.32 | \$12,535.79 | \$8,191.53 | \$1,997,535.10 | \$50447.17 |
| 14 | 12 | 1-Apr-2017 | \$20,727.32 | \$20,727.32 | \$12,484.59 | \$8,242.73 | \$1,989,292.37 | |
| 15 | 13 | 1-Jul-2017 | \$20,727.32 | \$20,727.32 | \$12,433.08 | \$8,294.24 | \$1,980,998.13 | |
| 16 | 14 | 1-Oct-2017 | \$20,727.32 | \$20,727.32 | \$12,381.24 | \$8,346.08 | \$1,972,652.05 | |
| 17 | 15 | 1-Jan-2018 | \$20,727.32 | \$20,727.32 | \$12,329.08 | \$8,398.24 | \$1,964,253.81 | \$49627.99 |
| 18 | 16 | 1-Apr-2018 | \$20,727.32 | \$20,727.32 | \$12,276.59 | \$8,450.73 | \$1,955,803.08 | |
| 19 | 17 | 1-Jul-2018 | \$20,727.32 | \$20,727.32 | \$12,223.77 | \$8,503.55 | \$1,947,299.53 | |
| 20 | 18 | 1-Oct-2018 | \$20,727.32 | \$20,727.32 | \$12,170.62 | \$8,556.70 | \$1,938,742.83 | |
| 21 | 19 | 1-Jan-2019 | \$20,727.32 | \$20,727.32 | \$12,117.14 | \$8,610.18 | \$1,930,132.65 | \$48788.12 |
| 22 | 20 | 1-Apr-2019 | \$20,727.32 | \$20,727.32 | \$12,063.33 | \$8,663.99 | \$1,921,468.66 | |
| 23 | 21 | 1-Jul-2019 | \$20,727.32 | \$20,727.32 | \$12,009.18 | \$8,718.14 | \$1,912,750.52 | |
| 24 | 22 | 1-Oct-2019 | \$20,727.32 | \$20,727.32 | \$11,954.69 | \$8,772.63 | \$1,903,977.89 | |
| 25 | 23 | 1-Jan-2020 | \$20,727.32 | \$20,727.32 | \$11,899.86 | \$8,827.46 | \$1,895,150.43 | \$47927.06 |
| 26 | 24 | 1-Apr-2020 | \$20,727.32 | \$20,727.32 | \$11,844.69 | \$8,882.63 | \$1,886,267.80 | |
| 27 | 25 | 1-Jul-2020 | \$20,727.32 | \$20,727.32 | \$11,789.17 | \$8,938.15 | \$1,877,329.65 | |
| 28 | 26 | 1-Oct-2020 | \$20,727.32 | \$20,727.32 | \$11,733.31 | \$8,994.01 | \$1,868,335.64 | |
| 29 | 27 | 1-Jan-2021 | \$20,727.32 | \$20,727.32 | \$11,677.10 | \$9,050.22 | \$1,859,285.42 | \$47044.27 |
| 30 | 28 | 1-Apr-2021 | \$20,727.32 | \$20,727.32 | \$11,620.53 | \$9,106.79 | \$1,850,178.63 | |
| 31 | 29 | 1-Jul-2021 | \$20,727.32 | \$20,727.32 | \$11,563.62 | \$9,163.70 | \$1,841,014.93 | |
| 32 | 30 | 1-Oct-2021 | \$20,727.32 | \$20,727.32 | \$11,506.34 | \$9,220.98 | \$1,831,793.95 | |
| 33 | 31 | 1-Jan-2022 | \$20,727.32 | \$20,727.32 | \$11,448.71 | \$9,278.61 | \$1,822,515.34 | \$46139.20 |
| 34 | 32 | 1-Apr-2022 | \$20,727.32 | \$20,727.32 | \$11,390.72 | \$9,336.60 | \$1,813,178.74 | |
| 35 | 33 | 1-Jul-2022 | \$20,727.32 | \$20,727.32 | \$11,332.37 | \$9,394.95 | \$1,803,783.79 | |
| 36 | 34 | 1-Oct-2022 | \$20,727.32 | \$20,727.32 | \$11,273.65 | \$9,453.67 | \$1,794,330.12 | |
| 37 | 35 | 1-Jan-2023 | \$20,727.32 | \$20,727.32 | \$11,214.56 | \$9,512.76 | \$1,784,817.36 | \$45211.30 |
| 38 | 36 | 1-Apr-2023 | \$20,727.32 | \$20,727.32 | \$11,155.11 | \$9,572.21 | \$1,775,245.15 | |
| 39 | 37 | 1-Jul-2023 | \$20,727.32 | \$20,727.32 | \$11,095.28 | \$9,632.04 | \$1,765,613.11 | |
| 40 | 38 | 1-Oct-2023 | \$20,727.32 | \$20,727.32 | \$11,035.08 | \$9,692.24 | \$1,755,920.87 | |
| 41 | 39 | 1-Jan-2024 | \$20,727.32 | \$20,727.32 | \$10,974.51 | \$9,752.81 | \$1,746,168.06 | \$44259.98 |
| 42 | 40 | 1-Apr-2024 | \$20,727.32 | \$20,727.32 | \$10,913.55 | \$9,813.77 | \$1,736,354.29 | |
| 43 | 41 | 1-Jul-2024 | \$20,727.32 | \$20,727.32 | \$10,852.21 | \$9,875.11 | \$1,726,479.18 | |
| 44 | 42 | 1-Oct-2024 | \$20,727.32 | \$20,727.32 | \$10,790.49 | \$9,936.83 | \$1,716,542.35 | |
| 45 | 43 | 1-Jan-2025 | \$20,727.32 | \$20,727.32 | \$10,728.39 | \$9,998.93 | \$1,706,543.42 | \$43284.64 |
| 46 | 44 | 1-Apr-2025 | \$20,727.32 | \$20,727.32 | \$10,665.90 | \$10,061.42 | \$1,696,482.00 | |
| 47 | 45 | 1-Jul-2025 | \$20,727.32 | \$20,727.32 | \$10,603.01 | \$10,124.31 | \$1,686,357.69 | |
| 48 | 46 | 1-Oct-2025 | \$20,727.32 | \$20,727.32 | \$10,539.74 | \$10,187.58 | \$1,676,170.11 | |
| 49 | 47 | 1-Jan-2026 | \$20,727.32 | \$20,727.32 | \$10,476.06 | \$10,251.26 | \$1,665,918.85 | \$42284.71 |
| 50 | 48 | 1-Apr-2026 | \$20,727.32 | \$20,727.32 | | | | |

TAB]

| | A | B | D | E | H | I | J | K |
|----|---------|------------|-------------|-------------|-------------|-------------|----------------|---------------|
| 1 | Pmt No. | Date | Total Pmt | P & I | Int Part | Prin Part | Balance | F.Y. Interest |
| 51 | 49 | 1-Jul-2026 | \$20,727.32 | \$20,727.32 | \$10,411.99 | \$10,315.33 | \$1,655,603.52 | |
| 52 | 50 | 1-Oct-2026 | \$20,727.32 | \$20,727.32 | \$10,347.52 | \$10,379.80 | \$1,645,223.72 | |
| 53 | 51 | 1-Jan-2027 | \$20,727.32 | \$20,727.32 | \$10,282.65 | \$10,444.67 | \$1,634,779.05 | |
| 54 | 52 | 1-Apr-2027 | \$20,727.32 | \$20,727.32 | \$10,217.37 | \$10,509.95 | \$1,624,269.10 | \$41259.53 |
| 55 | 53 | 1-Jul-2027 | \$20,727.32 | \$20,727.32 | \$10,151.68 | \$10,575.64 | \$1,613,693.46 | |
| 56 | 54 | 1-Oct-2027 | \$20,727.32 | \$20,727.32 | \$10,085.58 | \$10,641.74 | \$1,603,051.72 | |
| 57 | 55 | 1-Jan-2028 | \$20,727.32 | \$20,727.32 | \$10,019.07 | \$10,708.25 | \$1,592,343.47 | |
| 58 | 56 | 1-Apr-2028 | \$20,727.32 | \$20,727.32 | \$9,952.15 | \$10,775.17 | \$1,581,568.30 | \$40208.48 |
| 59 | 57 | 1-Jul-2028 | \$20,727.32 | \$20,727.32 | \$9,884.80 | \$10,842.52 | \$1,570,725.78 | |
| 60 | 58 | 1-Oct-2028 | \$20,727.32 | \$20,727.32 | \$9,817.04 | \$10,910.28 | \$1,559,815.50 | |
| 61 | 59 | 1-Jan-2029 | \$20,727.32 | \$20,727.32 | \$9,748.85 | \$10,978.47 | \$1,548,837.03 | |
| 62 | 60 | 1-Apr-2029 | \$20,727.32 | \$20,727.32 | \$9,680.23 | \$11,047.09 | \$1,537,789.94 | \$39130.92 |
| 63 | 61 | 1-Jul-2029 | \$20,727.32 | \$20,727.32 | \$9,611.19 | \$11,116.13 | \$1,526,673.81 | |
| 64 | 62 | 1-Oct-2029 | \$20,727.32 | \$20,727.32 | \$9,541.71 | \$11,185.61 | \$1,515,488.20 | |
| 65 | 63 | 1-Jan-2030 | \$20,727.32 | \$20,727.32 | \$9,471.80 | \$11,255.52 | \$1,504,232.68 | |
| 66 | 64 | 1-Apr-2030 | \$20,727.32 | \$20,727.32 | \$9,401.45 | \$11,325.87 | \$1,492,906.81 | \$38026.15 |
| 67 | 65 | 1-Jul-2030 | \$20,727.32 | \$20,727.32 | \$9,330.67 | \$11,396.65 | \$1,481,510.16 | |
| 68 | 66 | 1-Oct-2030 | \$20,727.32 | \$20,727.32 | \$9,259.44 | \$11,467.88 | \$1,470,042.28 | |
| 69 | 67 | 1-Jan-2031 | \$20,727.32 | \$20,727.32 | \$9,187.76 | \$11,539.56 | \$1,458,502.72 | |
| 70 | 68 | 1-Apr-2031 | \$20,727.32 | \$20,727.32 | \$9,115.64 | \$11,611.68 | \$1,446,891.04 | \$36693.51 |
| 71 | 69 | 1-Jul-2031 | \$20,727.32 | \$20,727.32 | \$9,043.07 | \$11,684.25 | \$1,435,206.79 | |
| 72 | 70 | 1-Oct-2031 | \$20,727.32 | \$20,727.32 | \$8,970.04 | \$11,757.28 | \$1,423,449.51 | |
| 73 | 71 | 1-Jan-2032 | \$20,727.32 | \$20,727.32 | \$8,896.56 | \$11,830.76 | \$1,411,618.75 | |
| 74 | 72 | 1-Apr-2032 | \$20,727.32 | \$20,727.32 | \$8,822.62 | \$11,904.70 | \$1,399,714.05 | \$35732.29 |
| 75 | 73 | 1-Jul-2032 | \$20,727.32 | \$20,727.32 | \$8,748.21 | \$11,979.11 | \$1,387,734.94 | |
| 76 | 74 | 1-Oct-2032 | \$20,727.32 | \$20,727.32 | \$8,673.34 | \$12,053.98 | \$1,375,680.96 | |
| 77 | 75 | 1-Jan-2033 | \$20,727.32 | \$20,727.32 | \$8,598.01 | \$12,129.31 | \$1,363,551.65 | |
| 78 | 76 | 1-Apr-2033 | \$20,727.32 | \$20,727.32 | \$8,522.20 | \$12,205.12 | \$1,351,346.53 | \$34541.76 |
| 79 | 77 | 1-Jul-2033 | \$20,727.32 | \$20,727.32 | \$8,445.92 | \$12,281.40 | \$1,339,065.13 | |
| 80 | 78 | 1-Oct-2033 | \$20,727.32 | \$20,727.32 | \$8,369.16 | \$12,358.16 | \$1,326,706.97 | |
| 81 | 79 | 1-Jan-2034 | \$20,727.32 | \$20,727.32 | \$8,291.92 | \$12,435.40 | \$1,314,271.57 | |
| 82 | 80 | 1-Apr-2034 | \$20,727.32 | \$20,727.32 | \$8,214.20 | \$12,513.12 | \$1,301,758.45 | \$33321.20 |
| 83 | 81 | 1-Jul-2034 | \$20,727.32 | \$20,727.32 | \$8,135.99 | \$12,591.33 | \$1,289,167.12 | |
| 84 | 82 | 1-Oct-2034 | \$20,727.32 | \$20,727.32 | \$8,057.29 | \$12,670.03 | \$1,276,497.09 | |
| 85 | 83 | 1-Jan-2035 | \$20,727.32 | \$20,727.32 | \$7,978.11 | \$12,749.21 | \$1,263,747.88 | |
| 86 | 84 | 1-Apr-2035 | \$20,727.32 | \$20,727.32 | \$7,898.42 | \$12,828.90 | \$1,250,918.98 | \$32069.81 |
| 87 | 85 | 1-Jul-2035 | \$20,727.32 | \$20,727.32 | \$7,818.24 | \$12,909.08 | \$1,238,009.90 | |
| 88 | 86 | 1-Oct-2035 | \$20,727.32 | \$20,727.32 | \$7,737.56 | \$12,989.76 | \$1,225,020.14 | |
| 89 | 87 | 1-Jan-2036 | \$20,727.32 | \$20,727.32 | \$7,656.38 | \$13,070.94 | \$1,211,949.20 | |
| 90 | 88 | 1-Apr-2036 | \$20,727.32 | \$20,727.32 | \$7,574.68 | \$13,152.64 | \$1,198,796.56 | \$30786.86 |
| 91 | 89 | 1-Jul-2036 | \$20,727.32 | \$20,727.32 | \$7,492.48 | \$13,234.84 | \$1,185,561.72 | |
| 92 | 90 | 1-Oct-2036 | \$20,727.32 | \$20,727.32 | \$7,409.76 | \$13,317.56 | \$1,172,244.16 | |
| 93 | 91 | 1-Jan-2037 | \$20,727.32 | \$20,727.32 | \$7,326.53 | \$13,400.79 | \$1,158,843.37 | |
| 94 | 92 | 1-Apr-2037 | \$20,727.32 | \$20,727.32 | \$7,242.77 | \$13,484.55 | \$1,145,358.82 | \$29471.54 |
| 95 | 93 | 1-Jul-2037 | \$20,727.32 | \$20,727.32 | \$7,158.49 | \$13,568.83 | \$1,131,789.99 | |
| 96 | 94 | 1-Oct-2037 | \$20,727.32 | \$20,727.32 | \$7,073.69 | \$13,653.63 | \$1,118,136.36 | |
| 97 | 95 | 1-Jan-2038 | \$20,727.32 | \$20,727.32 | \$6,988.35 | \$13,738.97 | \$1,104,397.39 | |
| 98 | 96 | 1-Apr-2038 | \$20,727.32 | \$20,727.32 | \$6,902.48 | \$13,824.84 | \$1,090,572.55 | \$28123.01 |
| 99 | 97 | 1-Jul-2038 | \$20,727.32 | \$20,727.32 | \$6,816.08 | \$13,911.24 | \$1,076,661.31 | |

TAB]

| 1 | A Pmt No. | B Date | D Total Pmt | E P & I | H Int Part | I Prin Part | J Balance | K F.Y. Interest |
|-----|--------------|------------|----------------|-------------|---------------|----------------|----------------|--------------------|
| 100 | 98 | 1-Oct-2038 | \$20,727.32 | \$20,727.32 | \$6,729.13 | \$13,998.19 | \$1,062,663.12 | |
| 101 | 99 | 1-Jan-2039 | \$20,727.32 | \$20,727.32 | \$6,641.64 | \$14,085.68 | \$1,048,577.44 | |
| 102 | 100 | 1-Apr-2039 | \$20,727.32 | \$20,727.32 | \$6,553.61 | \$14,173.71 | \$1,034,403.73 | \$26740.46 |
| 103 | 101 | 1-Jul-2039 | \$20,727.32 | \$20,727.32 | \$6,465.02 | \$14,262.30 | \$1,020,141.43 | |
| 104 | 102 | 1-Oct-2039 | \$20,727.32 | \$20,727.32 | \$6,375.88 | \$14,351.44 | \$1,005,789.99 | |
| 105 | 103 | 1-Jan-2040 | \$20,727.32 | \$20,727.32 | \$6,286.19 | \$14,441.13 | \$991,348.86 | |
| 106 | 104 | 1-Apr-2040 | \$20,727.32 | \$20,727.32 | \$6,195.93 | \$14,531.39 | \$976,817.47 | \$25323.02 |
| 107 | 105 | 1-Jul-2040 | \$20,727.32 | \$20,727.32 | \$6,105.11 | \$14,622.21 | \$962,195.26 | |
| 108 | 106 | 1-Oct-2040 | \$20,727.32 | \$20,727.32 | \$6,013.72 | \$14,713.60 | \$947,481.66 | |
| 109 | 107 | 1-Jan-2041 | \$20,727.32 | \$20,727.32 | \$5,921.76 | \$14,805.56 | \$932,676.10 | |
| 110 | 108 | 1-Apr-2041 | \$20,727.32 | \$20,727.32 | \$5,829.23 | \$14,898.09 | \$917,778.01 | \$23869.82 |
| 111 | 109 | 1-Jul-2041 | \$20,727.32 | \$20,727.32 | \$5,736.11 | \$14,991.21 | \$902,786.80 | |
| 112 | 110 | 1-Oct-2041 | \$20,727.32 | \$20,727.32 | \$5,642.42 | \$15,084.90 | \$887,701.90 | |
| 113 | 111 | 1-Jan-2042 | \$20,727.32 | \$20,727.32 | \$5,548.14 | \$15,179.18 | \$872,522.72 | |
| 114 | 112 | 1-Apr-2042 | \$20,727.32 | \$20,727.32 | \$5,453.27 | \$15,274.05 | \$857,248.67 | \$22379.94 |
| 115 | 113 | 1-Jul-2042 | \$20,727.32 | \$20,727.32 | \$5,357.80 | \$15,369.52 | \$841,879.15 | |
| 116 | 114 | 1-Oct-2042 | \$20,727.32 | \$20,727.32 | \$5,261.74 | \$15,465.58 | \$826,413.57 | |
| 117 | 115 | 1-Jan-2043 | \$20,727.32 | \$20,727.32 | \$5,165.08 | \$15,562.24 | \$810,851.33 | |
| 118 | 116 | 1-Apr-2043 | \$20,727.32 | \$20,727.32 | \$5,067.82 | \$15,659.50 | \$795,191.83 | \$20852.44 |
| 119 | 117 | 1-Jul-2043 | \$20,727.32 | \$20,727.32 | \$4,969.95 | \$15,757.37 | \$779,434.46 | |
| 120 | 118 | 1-Oct-2043 | \$20,727.32 | \$20,727.32 | \$4,871.47 | \$15,855.85 | \$763,578.61 | |
| 121 | 119 | 1-Jan-2044 | \$20,727.32 | \$20,727.32 | \$4,772.37 | \$15,954.95 | \$747,623.66 | |
| 122 | 120 | 1-Apr-2044 | \$20,727.32 | \$20,727.32 | \$4,672.65 | \$16,054.67 | \$731,568.99 | \$19286.44 |
| 123 | 121 | 1-Jul-2044 | \$20,727.32 | \$20,727.32 | \$4,572.31 | \$16,155.01 | \$715,413.98 | |
| 124 | 122 | 1-Oct-2044 | \$20,727.32 | \$20,727.32 | \$4,471.34 | \$16,255.98 | \$699,158.00 | |
| 125 | 123 | 1-Jan-2045 | \$20,727.32 | \$20,727.32 | \$4,369.74 | \$16,357.58 | \$682,800.42 | |
| 126 | 124 | 1-Apr-2045 | \$20,727.32 | \$20,727.32 | \$4,267.50 | \$16,459.82 | \$666,340.60 | \$17680.89 |
| 127 | 125 | 1-Jul-2045 | \$20,727.32 | \$20,727.32 | \$4,164.63 | \$16,562.69 | \$649,777.91 | |
| 128 | 126 | 1-Oct-2045 | \$20,727.32 | \$20,727.32 | \$4,061.11 | \$16,666.21 | \$633,111.70 | |
| 129 | 127 | 1-Jan-2046 | \$20,727.32 | \$20,727.32 | \$3,956.95 | \$16,770.37 | \$616,341.33 | |
| 130 | 128 | 1-Apr-2046 | \$20,727.32 | \$20,727.32 | \$3,852.13 | \$16,875.19 | \$599,466.14 | \$16034.82 |
| 131 | 129 | 1-Jul-2046 | \$20,727.32 | \$20,727.32 | \$3,746.66 | \$16,980.66 | \$582,485.48 | |
| 132 | 130 | 1-Oct-2046 | \$20,727.32 | \$20,727.32 | \$3,640.53 | \$17,086.79 | \$565,398.69 | |
| 133 | 131 | 1-Jan-2047 | \$20,727.32 | \$20,727.32 | \$3,533.74 | \$17,193.58 | \$548,205.11 | |
| 134 | 132 | 1-Apr-2047 | \$20,727.32 | \$20,727.32 | \$3,426.28 | \$17,301.04 | \$530,904.07 | \$14347.21 |
| 135 | 133 | 1-Jul-2047 | \$20,727.32 | \$20,727.32 | \$3,318.15 | \$17,409.17 | \$513,494.90 | |
| 136 | 134 | 1-Oct-2047 | \$20,727.32 | \$20,727.32 | \$3,209.34 | \$17,517.98 | \$495,976.92 | |
| 137 | 135 | 1-Jan-2048 | \$20,727.32 | \$20,727.32 | \$3,099.86 | \$17,627.46 | \$478,349.46 | |
| 138 | 136 | 1-Apr-2048 | \$20,727.32 | \$20,727.32 | \$2,989.68 | \$17,737.64 | \$460,611.82 | \$12617.03 |
| 139 | 137 | 1-Jul-2048 | \$20,727.32 | \$20,727.32 | \$2,878.82 | \$17,848.50 | \$442,763.32 | |
| 140 | 138 | 1-Oct-2048 | \$20,727.32 | \$20,727.32 | \$2,767.27 | \$17,960.05 | \$424,803.27 | |
| 141 | 139 | 1-Jan-2049 | \$20,727.32 | \$20,727.32 | \$2,655.02 | \$18,072.30 | \$406,730.97 | |
| 142 | 140 | 1-Apr-2049 | \$20,727.32 | \$20,727.32 | \$2,542.07 | \$18,185.25 | \$388,545.72 | \$10843.18 |
| 143 | 141 | 1-Jul-2049 | \$20,727.32 | \$20,727.32 | \$2,428.41 | \$18,298.91 | \$370,246.81 | |
| 144 | 142 | 1-Oct-2049 | \$20,727.32 | \$20,727.32 | \$2,314.04 | \$18,413.28 | \$351,833.53 | |
| 145 | 143 | 1-Jan-2050 | \$20,727.32 | \$20,727.32 | \$2,198.96 | \$18,528.36 | \$333,305.17 | |
| 146 | 144 | 1-Apr-2050 | \$20,727.32 | \$20,727.32 | \$2,083.16 | \$18,644.16 | \$314,661.01 | \$9024.57 |
| 147 | 145 | 1-Jul-2050 | \$20,727.32 | \$20,727.32 | \$1,966.63 | \$18,760.69 | \$295,900.32 | |
| 148 | 146 | 1-Oct-2050 | \$20,727.32 | \$20,727.32 | \$1,849.38 | \$18,877.94 | \$277,022.38 | |

TAB]

| 1 | A | B | D | E | H | I | J | K |
|-----|---------|------------|-------------|-------------|------------|-------------|--------------|---------------|
| | Pmt No. | Date | Total Pmt | P & I | Int Part | Prin Part | Balance | F.Y. Interest |
| 149 | 147 | 1-Jan-2051 | \$20,727.32 | \$20,727.32 | \$1,731.39 | \$18,995.93 | \$258,026.45 | |
| 150 | 148 | 1-Apr-2051 | \$20,727.32 | \$20,727.32 | \$1,612.67 | \$19,114.65 | \$238,911.80 | \$7,600.07 |
| 151 | 149 | 1-Jul-2051 | \$20,727.32 | \$20,727.32 | \$1,493.20 | \$19,234.12 | \$219,677.68 | |
| 152 | 150 | 1-Oct-2051 | \$20,727.32 | \$20,727.32 | \$1,372.99 | \$19,354.33 | \$200,323.35 | |
| 153 | 151 | 1-Jan-2052 | \$20,727.32 | \$20,727.32 | \$1,252.02 | \$19,475.30 | \$180,848.05 | |
| 154 | 152 | 1-Apr-2052 | \$20,727.32 | \$20,727.32 | \$1,130.30 | \$19,597.02 | \$161,251.03 | \$5248.51 |
| 155 | 153 | 1-Jul-2052 | \$20,727.32 | \$20,727.32 | \$1,007.82 | \$19,719.50 | \$141,531.53 | |
| 156 | 154 | 1-Oct-2052 | \$20,727.32 | \$20,727.32 | \$884.57 | \$19,842.75 | \$121,688.78 | |
| 157 | 155 | 1-Jan-2053 | \$20,727.32 | \$20,727.32 | \$760.55 | \$19,966.77 | \$101,722.01 | |
| 158 | 156 | 1-Apr-2053 | \$20,727.32 | \$20,727.32 | \$635.76 | \$20,091.56 | \$81,630.45 | \$3288.70 |
| 159 | 157 | 1-Jul-2053 | \$20,727.32 | \$20,727.32 | \$510.19 | \$20,217.13 | \$61,413.32 | |
| 160 | 158 | 1-Oct-2053 | \$20,727.32 | \$20,727.32 | \$383.83 | \$20,343.49 | \$41,069.83 | |
| 161 | 159 | 1-Jan-2054 | \$20,727.32 | \$20,727.32 | \$256.69 | \$20,470.63 | \$20,599.20 | |
| 162 | 160 | 1-Apr-2054 | \$20,727.95 | \$20,727.95 | \$128.75 | \$20,599.20 | | \$1279.46 |

First Reading

7/07/2014

Second Reading

8/04/2014

ORDINANCE 2014-21

AN ORDINANCE RATIFYING A MEMORANDUM OF UNDERSTANDING WITH
 THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
 FOR SPRAY IRRIGATION AT THE EAGLES LANDING GOLF COURSE AND
 TO GRANT AN EASEMENT TO THE COUNTY COMMISSIONERS OF
 WORCESTER COUNTY, MARYLAND FOR SUCH PURPOSES.

WHEREAS, The Mayor and City Council of Ocean City has entered into a Memorandum of Understanding (MOU) with the County Commissioners of Worcester County, Maryland, a copy of which is appended hereto; and

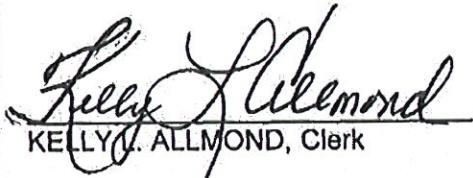
WHEREAS, said MOU provides for the reuse of Worcester County's treated wastewater effluent from the Mystic Harbour Wastewater Treatment Facility by spray irrigation on Ocean City's Eagles Landing Golf Course.

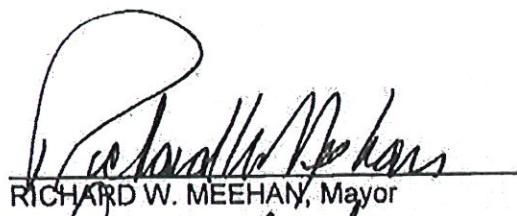
NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE MOU BE, AND THE SAME IS HEREBY, RATIFIED AND CONFIRMED; AND IT IS FURTHER ENACTED AND ORDAINED THAT THE MAYOR AND CITY COUNCIL OF OCEAN CITY BE, AND IT IS HEREBY, AUTHORIZED AND EMPOWERED TO GRANT ONTO THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, AN EASEMENT LIMITED TO SPRAY IRRIGATION PURPOSES AS SET FORTH IN SAID MOU.

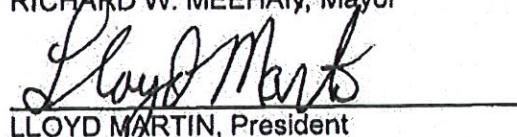
INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on July 7, 2014.

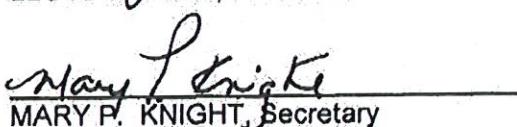
ADOPTED AND PASSED by the required vote of the elected membership of the City Council and approved by the Mayor at its meeting held on August 4, 2014.

ATTEST:


 KELLY A. ALMOND, Clerk


 RICHARD W. MEEHAN, Mayor


 LLOYD MARTIN, President


 MARY P. KNIGHT, Secretary

LAW OFFICES
 AYRES, JENKINS,
 GORDY & ALMOND, P.A.
 SUITE 200
 6200 COASTAL HIGHWAY
 OCEAN CITY, MD 21842

Approved as to Form:


 GUY R. AYRES III, Solicitor



Attachment B

Worcester County/Town of Ocean City Operating Strategy
Effluent Reuse and Diversion from the Mystic Harbour Wastewater Treatment plant
November 2025

Introduction

This strategy is developed to describe the operations and procedures for the reuse of effluent from the Mystic Harbour Wastewater Treatment Plant (the treatment plant), owned by the County Commissioners of Worcester County Maryland, for irrigating the Eagles Landing Golf Course (the golf course), owned by the Town of Ocean City. The strategy will also describe the procedures for those periods when the golf course is unable to accept effluent for reuse.

Attachment B.1 shows a schematic decision matrix on the use of the various disposal alternatives.

Preferred Operation

Recognizing the benefits of a wastewater reuse program, to the extent possible, efforts will be made to maximize the use of effluent reuse in irrigating the golf course as the preferred and primary effluent disposal method for the treatment plant. To meet that goal, the system operators will maximize the use of storage and other operational measures. As long as the golf course is open and irrigating, effluent will be used to the extent possible.

To assist in maximizing the use of effluent for reuse, the County will provide the Town information (electronically as much as possible) on the volume of water available in the effluent holding tank(s) and the rate of flow being processed at the treatment plant.

It is understood that reuse of effluent for irrigation will be available during the approximate time period of April 15 to October 15 and even during that time period the golf course could be unavailable during some periods for reasons of equipment failure, weather or another reason. During periods when the golf course is not available, two alternative effluent disposal options have been developed. It is also to be understood that opportunities may arise for limited or normal utilization of effluent for irrigation outside the above referenced timeframe and that the Town and County will work together to take advantage of such favorable conditions for additional reuse events.

First Alternative – Injection Wells

When notified by the Town that the golf course is unavailable or if the ability to irrigate with effluent has been diminished for any reason, the County will begin using the groundwater injection wells for effluent disposal.



Although the injection wells require very little preparation time to be placed into operation, the Town should endeavor to provide 48 hours notice that the golf course will be unavailable for use in effluent reuse.

Second Alternative –Wastewater Redirection

Recognizing that the golf course has limited availability for effluent reuse during the months of October through April and that during those periods, the wastewater treatment facilities in the Town are operating at a significantly reduced volume; treated and untreated wastewater will be periodically redirected to the Town through the West Ocean City Sanitary Service Area. Redirection is to be used as a disposal alternative only when effluent reuse and groundwater injection are not adequate or in cases of emergencies as required.

Prior to initiating wastewater redirection, the Town's Wastewater Superintendent or an otherwise designated contact will be provided the following information:

1. Date redirection will be initiated
2. Estimated duration of the redirection
3. Estimated quantity of redirection flow based on current and historical data
4. Any recent changes to the plant effluent characteristics

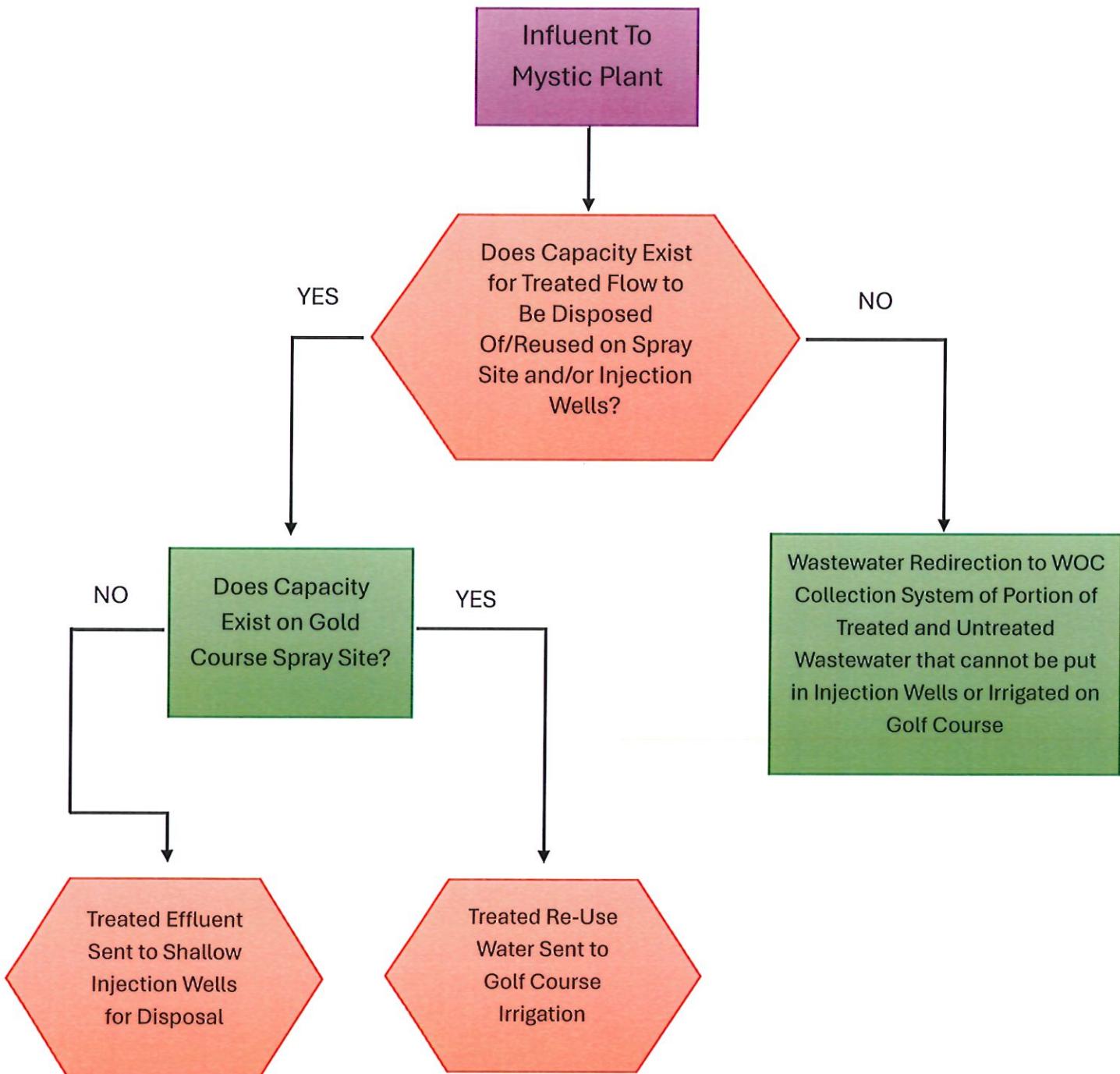
The Town Wastewater Superintendent will immediately notify the County if for some reason, the town is unable to accept the redirected wastewater or if there are any limitations that need to be placed on the redirected flow.

The County will further notify the Town when the redirection has ceased.

Notifications are expected to be made via email.

Attachment B.1

Schematic Diagram of Proposed Effluent Disposal System for Mystic Harbour WWTP



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

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.*
Robert J. Mitchell, LEHS, REHS/RS Environmental Programs Director
DATE: December 8, 2025
SUBJECT: Assateague Point & Landings Connection to West OC Sewer

Public Works and Environmental Programs is providing the Commissioners with this memo to document the steps and approximate time frames for connecting Assateague Point and Landings service areas to the West Ocean City sewer system and to request a \$780,386.00 over expenditure to fund the capacity purchase from Ocean City. Factors affecting work completion include: funding availability, MDE planning approval, MDE permitting, and any restrictions from SHA to work in MD 611 during tourist season.

- 1) Sunset Avenue Relief Sewer – the first step is to determine if the current design of the Sunset Avenue Relief Sewer is adequate to support additional flow from Assateague Point and Landings. An accompanying Water and Sewer Plan Amendment (Draft and Final) will be prepared to cover new infrastructure work needed that is not specifically covered by the previously approved Sunset Avenue sewer relief project and also includes the connection of the two WWTP's to the West Ocean City Collection system.

Analysis – 2 months

Draft Amendment/State Comments – 1 to 2 months

Official Amendment/Local and State Approvals – 2 to 3 months

- a. If the proposed pipe is large enough, construction could begin later Spring / early Summer 2026 after bidding the project out.

Design Complete

Permit Obtained

Construction – 6 months

- b. If the pipe is not large enough, the design will need to be modified, and a permit modification will need to be obtained.

Design – 3 months

Permitting – 6 months

Construction – 6 months

2) Extension of Sunset Avenue Sewer onto MD 611

- a. The Sunset Avenue sewer will need to be extended, and a new pipe built that connects to the existing pipes serving Assateague Point & Landings along MD 611. The design will allow flow from Assateague Point & Landings to bypass the Mystic Harbor Wastewater Treatment Plant. The existing downstream infrastructure in the West OC sewer will also need to be evaluated for adequate size and capacity. This will need to be designed and permitted.

Design – 9 months

Permitting – 9 months

Construction – 12 months

In regard to payment to Ocean City, it is suggested the payment be split between Assateague Point and the Landings based on the flow assigned to each. If it were to be funded via an intergovernmental loan for 10 years with a current interest rate of 4.18%, MLGIP interest rate of 3.93% plus 0.25%, the quarterly debt service would be:

- Landings
 - Quarterly debt service of \$14,093.44 (59% of debt based on 100/170 gpd)
 - Approximately \$35 per Landings Sewer EDU (400 EDUs)
- Assateague Point
 - Quarterly debt service of \$9,865.41 (41% of debt based on 70/170 gpd)
 - Approximately \$31 per Assateague Point Sewer EDU (~319 EDUs). However, the 525 110gpd units (that equate to 231 250gpd EDUs) would have a lesser debt service payment at approximately \$14.

Conversely, if the County was to fix the Landings wastewater treatment plant at an estimated cost of \$10.4 million with an interest rate of 3.93%, spread across 400 EDUs, it would result in \$575.60 of debt service payment per quarter over 15 years. This is contingent on the Landings piggybacking on a General Fund bond cycle. If it were to be a loan with General Fund with a 10-year repayment period, the quarterly payment would be higher, however terms can be adjusted.

In addition, if the County was to fund Assateague Point's upgrade to Enhanced Nutrient Removal (ENR) at an estimated cost of \$18 million, with the same assumptions previously mentioned, it would result in a quarterly debt service of \$1,261.05 spread between the approximate 319 EDUs.

The agreement with Ocean City moves the needed repair off of the Landings rate payers, while lowering their treatment costs significantly. It also removes the need for the State to evaluate Assateague Point's need to be an ENR facility.

Attachments

CC: Bob Mitchell
Ondrea Starzhevskiy
Quinn Dittrich

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$321,176
Amount

Snow Hill, Maryland

December 8, 2025
Date

For value received, the undersigned, Assateague Point Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Three Hundred Twenty One Thousand One Hundred and Seventy Six Dollars (\$321,176.00) 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 4.18% 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 note is to cover cost for purchase of Ocean City wastewater treatment capacity.

Principal and Interest on the loan shall be paid quarterly commencing on July 1, 2026 for 10 years.

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 J. Elder
President

**PROMISSORY NOTE
FOR INTER-GOVERNMENTAL LOANS**

\$458,824
Amount

Snow Hill, Maryland

December 8, 2025
Date

For value received, the undersigned, Landings Sanitary Service Area, promises to pay to the order of the County Commissioners of Worcester County, Maryland, General Fund at County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, the sum of Four Hundred Fifty Eight Thousand Eight Hundred and Twenty Four Dollars (\$458,824.00) 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 4.18% 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 note is to cover cost for purchase of Ocean City wastewater treatment capacity.

Principal and Interest on the loan shall be paid quarterly commencing on July 1, 2026 for 10 years.

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 J. Elder
President



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

OFFICE OF THE TREASURER

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

Ondrea Starzhevskiy
Finance Officer

Vacant
Deputy Finance Officer

Quinn M. Dittrich, CPA
Enterprise Fund Controller

TO: Worcester County Commissioners
FROM: Quinn M. Dittrich, CPA, Enterprise Fund Controller
DATE: December 8, 2025
SUBJECT: Recommendation to Temporarily Suspend Utility Shut-Offs for Mystic Harbor

The Treasurer's Office has finalized the first-quarter (7/1–9/30) FY2026 Water and Wastewater billing. Implementing the new water and wastewater rate structure effective July 1, 2025, required extensive programming and back-end updates to our utility billing software. The billing process was completed in coordination with Tyler Technologies, our accounting software vendor. These updates caused delayed billing for three service areas: Ocean Pines, Mystic Harbor ("Mystic"), and West Ocean City ("West OC").

The Ocean Pines bills were issued approximately twenty days later than typical for first-quarter. To mitigate this delay, the Treasurer's Office moved customer service disconnection dates to January 2026 to avoid disconnections during the Holiday period.

Mystic and West OC bills were issued approximately fifty days later than typical for first-quarter. Consequently, second-quarter (10/1–12/31) FY2026 billing will be mailed around the same time first-quarter shut-offs would normally occur. Shut-offs are tentatively scheduled for Tuesday, January 20th. Please note that West OC, which is serviced by wastewater only, does not have a true "shut-off" option.

The Treasurer's Office is concerned that issuing Mystic's second-quarter bills concurrently with first-quarter shut-off notices will cause even greater customer confusion and concern during this transitory billing process.

Therefore, the Treasurer's Office respectfully requests that the Commissioners approve a temporary suspension of service shut-offs for Mystic Harbor for the FY2026 first-quarter billing cycle. This suspension will prevent overlapping billing and shut-off activity and help reduce customer confusion.

| (7/1-9/30) FY2026 Water and Wastewater Billing Summary | | | |
|---|-----------------------------------|-----------------------------------|---|
| Service Area | Mailing Date | Interest/Penalty Date | Customer Service Disconnection Dates |
| Assateague Pointe | Monday, October 8th | Monday, November 10 th | Thursday, December 4 th |
| Briddletown | Tuesday, October 7th | Wednesday, November 12th | Tuesday, December 2nd |
| Edgewater Acres | | Monday, November 10 th | Thursday, December 4 th |
| The Landings | | Monday, November 10 th | Thursday, December 4 th |
| Lighthouse Sound | | Wednesday, November 12th | Thursday, December 4 th |
| Newark | | Wednesday, November 12th | Thursday, December 4 th |
| Riddle Farm | | Monday, November 10 th | Thursday, December 4 th |
| River Run | | Thursday, November 13th | Tuesday, December 2nd |
| Ocean Pines | Monday, October 27 th | Wednesday, December 3rd | Tuesday, January 6 th |
| Mystic Harbour | Friday, November 28 th | Monday, December 29th | Tuesday, January 20th |
| West Ocean City | Friday, November 28 th | Monday, December 29th | Tuesday, January 20th |

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: December 4, 2025
SUBJECT: West Harbor Village Speed Limit

Public Works is requesting Commissioner approval to post 25 mph speed limit signs in the West Harbor Village community. The speed limit is not currently posted, which by default makes it 50 mph. The community is comprised of cul-de-sac roads with residential housing on both sides and road widths of approximately 20 feet. The 25 mph designation would match similar community speed limits in the County. The specific roads affected would be:

- Harbor Master Blvd.
- Bay Bouy Ct.
- Sea Bouy Ct.

There is a private road, Mooring View Lane, which would be the responsibility of the HOA to sign.

Please let me know if there are any questions.

cc: Kevin Lynch

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



DALLAS BAKER JR., P.E.
DIRECTOR

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

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: December 8, 2025
SUBJECT: Roads Over Expenditure

Public Works is requesting Commissioner approval to overspend \$100,000.00 from the Roads Vehicle Operating Expense account 100.1202.6540.030. The approved FY26 budget amount for vehicle operating expense is \$180,000, of which 87% has been spent to date. There have been some major repairs with vehicles/equipment including an engine replacement for #110 (\$35,000), radiator and various issues with Gradall #159 (\$14,000), and injector pump/injectors for #116 (\$11,000). Although these repairs were done in-house to save on costs; it has decreased our vehicle maintenance account significantly. Costs for parts, normal vehicle maintenance, and DEF/oil have also increased.

Cold weather, snow, ice, and freezing temperatures are approaching which can drive up vehicle maintenance costs especially with aging vehicles and equipment. This is also the time of year when tractor mowers are brought in for seasonal review and maintenance, which can typically cost between \$3,000 to \$5,000 per tractor with 11 tractors in total in the County fleet.

Please let me know if there are any questions.

Cc: Kevin Lynch



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

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

December 3, 2025

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

Commissioner Bertino – You have Four (4) positions open:

- George Solyak – **Term Ended** – Agricultural Reconciliation Bd.
- J. T. Novak – **Term Ending** – Electrical Examiners Board
- Maria C. Lawrence – **Term Ended** – Housing Review Board
- John Collins – **Term Ending** – W & S Advisory Board – Ocean Pines

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

- Nancy Howard – **Termed Out** – Social Services Advisory Board

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

- Mike Poole – **Term Ending** – Building Code Appeals Board
- Harry Hammond – **Term Ended** – Social Services Advisory Bd.

Commissioner Abbott – You have Four (4) positions open:

- Kevin Holland – **Term Ended** – Building Code Appeals Bd.
- Glen Holland – **Termed Out** – Agricultural Preservation Advisory Board
- Keri-Ann Byrd – **Resigned** – Housing Review Board
- Patricia Tomasovic – **Termed Out** – Board of Library Trustees

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

- Bill Paul – **Resigned** – Building Code Appeals Board
- Kimberly List – **Termed Out** – Commission for Women
- Rebecca Ferguson – **Resigned** – Social Services Advisory Board



Commissioner Elder – All of your positions are fulfilled. Thank you!

Commissioner Fiori - You have Three (3) positions open:

- Bruce Spangler – **Term Ending** – Ethics Board
- Keith Swanton -**Term Ended** - Water & Sewer Advisory Council, West Ocean City
- Blake Haley – **Term Ended** - Water & Sewer Advisory Council, West Ocean City

All Commissioners:

(4)-Adult Public Guardianship Board -

3– Terms Expiring – Dr. Greer, Richard Collins, and Nancy Howard
1 – Vacancy – Psychiatrist

**(4)-Drug and Alcohol Abuse Council –3- Term Ends – Kim Moses, Rev. Jones, and Alyce Marzola
1 – Resignation – Eric Gray – Nomination - Julie Rayne**

(2)-Local Development Council for the Ocean Downs Casino-

Previously Expired Terms - **Mark Wittmyer, At-Large** – (Suggested Replacement),
and **David Massey (At-Large-Business O.P.)**.

(1)-Property Tax Assessment Appeal Board - Alternate Seat Vacancy

(1) –Social Services Advisory Board – Commissioner Diana Purnell has served the maximum term.
This Board requires one member to be a commissioner.

(1) –Solid Waste Advisory Board - Town of Berlin member – James Charles's term is ending.

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

(3- Total): Commission for Women:

(1) –Laura Morrison – Resigned (At Large)

(2) - Currently Termed Out - Kimberly List (Mitrecic),

(Term ends in Dec. 2025), Windy Phillips - (BD. of ED).

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 disability
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> |
|-----------------------------|------------------------------------|--------------------------------|
| Roberta Baldwin | Local Dept. Rep. - Social Services | 03-06-09-12-15-18-21-24-27 |
| Melissa Banks | Public Health Nurse | *02-03-06-09-12-15-18-21-24-27 |
| Dr. William Greer | Physician | 07-10-13-16-19-22-25 Term Exp. |
| Richard Collins | Lawyer | 95-16-19-22-25 Term Exp. |
| Nancy Howard | Lay Person | *17-19, 19-22-25 Term Exp. |
| Brandy Trader | Comm. On Aging | *15-17, 17-20, 20-23-26 |
| Stephanie James | Wor. Co. Dev. Center | 23-26 |
| Vacancy | Psychiatrist | |
| Tina Dykes | Commission on Aging Rep. | 25-28 |

AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory
Advise the County Commissioners and the State Agricultural Preservation Foundation on the establishment of agricultural districts and on priorities for the purchase of easements; promote the preservation of agriculture in the County.

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms
Membership is limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

| Member=s Name | Nominated By | Resides | Terms (Year) |
|----------------------|---------------------|------------------|-------------------------------|
| Glen Holland (O-O) | Abbott | D-1, Pocomoke | 13-17-21-25 Termed Out |
| Christian Martin | Purnell | D-2, Berlin | 22-23-27 |
| Stuart Cooper | Bunting | D-6, Bishopville | 23-27 |
| Robert Bunting | Elder | D-4, Berlin | 25-29 |
| John Taylor | Elder | D-4, Berlin | 25-29 |
| Brooks Clayville | Elder | D-4, Snow Hill | 25-29 |
| Hunter Ludlam | Elder | D-4, Berlin | 25-29 |

Prior Members:

| | | |
|------------------------------|------------------------------|--------------------------|
| Norman Ellis | Ed Anderson (98-03) | Kelley Gravenor (*14-25) |
| Richard Bradford | Robert Gray (00-05) | |
| Charles Fulton | Orlando Bishop (01-06) | |
| Elmer Hastings | Roger Richardson (96-07) | |
| David Stevens | Anne Hastings (06-11) | |
| Curtis Shockley | Earl Ludey (07-13) | |
| Gerald Redden | George Lee Clayville (00-14) | |
| William Sirman, Jr. | Sandra Frazier (03-14) | |
| Harold Purnell | Donnie Powell (06-15) | |
| Chauncy Henry (96-97) | Bill Bruning(O-O) (11-19) | |
| Lieselotte Pennewell (93-98) | Billy Thompson (19-23) | |
| Carlton Magee (90-00) | Kathy Drew (06-23) | |
| Harry Mitchell (90-00) | Ed Phillips (05-25) | |
| Frank Baker (98-01) | Alan Hudson (14-25) | |
| | Curt Lambertson (15-25) | |

* = Appointed to fill an unexpired term

** = Appointed to partial term to create proper staggering of terms

***=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

Updated: December 2, 2025
Printed: December 2, 2025

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:

| Member's Name | Nominated By | Ag/Forest Industry | Resides | Years of Term(s) |
|------------------|--------------|--------------------|-------------|-------------------------|
| 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: | <p>Advisory</p> <p>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.</p> |
| Number/Term: | <p>At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)</p> <p>At-Large members serve 4-year terms; Terms expire December 31</p> |
| 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: | <p>Regina Mason, Council Secretary, Health Department (410-632-1100)</p> <p>Doug Dods, Council Chair, Sheriff's Office (410-632-1111)</p> |

Current Members:

| <u>Name</u> | <u>Representing At-Large Members</u> | <u>Years of Term(s)</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 Resigned |
| 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 |

Ex-Officio Members

| | | |
|-----------------------------------|--------------------------------------|------------------------|
| 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

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR '2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney 410-632-1200

Current Members:

| <u>Member=s Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|---------------------------|---------------------|-----------------|-------------------------|
| J.T. Novak (ME-5) | D-5, Bertino | Ocean Pines | 07-10-13-16-19-22-25 |
| Kenneth Lambertson (ME-5) | D-1, Abbott | Pocomoke | 96-11-14-17-20-23-26 |
| Michael Patchett (ME-5) | D-7, Mitrecic | West Ocean City | 08-11-14-17-20-23-26 |
| Steve Kolarik (ME) | D-6, Bunting | Bishopville | 12-21-24-27 |
| Duane Duncan (ME-5) | D-3, Fiori | Berlin | *05-12-15-18-21-24-27 |
| Roy M. Case (ME) | D-2, Purnell | Berlin | 10-13-16-19-22-25-28 |
| Carl Smith (ME-5) | D-4, Elder | Snow Hill | 98-10-13-16-19-22-25-28 |

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited)

Prior Members: (Since 1972)

| | |
|----------------------|----------------------------|
| Harrison Lambertson | Elwood Bunting |
| William Molnar | W. Prentiss Howard |
| Thomas Ashby | Frank Bradshaw (90-96) |
| Billy Burton Cropper | H. Coston Gladding (90-96) |
| Alonza Anderson | Willard W. Ward (92-97) |
| Gus Foltz | Walter Ward (92-98) |
| Robert Conner | Dale Venable (94-00) |
| Gus Payne | Gary Frick (96-03) |
| Robert Farley | Thomas Duncan (02-05) |
| Mike Costanza | Mike Henderson (00-06) |
| Herbert Brittingham | Brent Pokrywka (02-07) |
| Otho Mariner | Joel Watsky (03-08) |
| Mark Odachowski | Bob Arnold (97-10) |
| Howard Pusey | Jamie Englishmen (06-12) |

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|----------------|-------------------------|
| Bruce Spangler | D-3, Fiori | Berlin | *02-05-09-13-17-21-25 |
| Iola Tariq | D-2, Purnell | Berlin | *22-26 |
| Mickey Ashby | D-1, Abbott | Pocomoke | 14-18-22-26 |
| David Deutsch | D-6, Bunting | Ocean Pines | 17-21-23-27 |
| Frank Knight | D-7, Mitrecic | Ocean City | *14-19-23-27 |
| Judy Giffin | D-5, Bertino | Ocean Pines | *21-24-28 |
| Joseph Stigler | D-4, Elder | Berlin | 16-20-24-28 |

Prior Members: (Since 1972)

| | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Walter Kissel (05-09) |
| Charles Nelson | Marion Chambers (07-11) |
| Garbriel Purnell | Jay Knerr (11-14) |
| Barbara Derrickson | Robert I. Givens, Jr. (98-14) |
| Henry P. Walters | Diana Purnell (09-14) |
| William Long | Kevin Douglas (08-16) |
| L. Richard Phillips (93-98) | Lee W. Baker (08-16) |
| Marigold Henry (94-98) | Richard Passwater (09-17) |
| Louis Granados (94-99) | Jeff Knepper (16-21) |
| Kathy Philips (90-00) | Faith Mumford (14-22) |
| Mary Yenney (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |
| Wallace D. Stein (02-08) | |
| William Kuhn (90-09) | |

* = Appointed to fill an unexpired term

Updated: December 17, 2024
Printed: December 18, 2024

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:

| Member=s Name | Nominated By | Resides | Years of Terms(s) |
|-------------------------|---------------------|----------------|--------------------------|
| Maria Campione-Lawrence | D-5, Bertino | Ocean Pines | *22-23 |
| Keri-Ann F. Byrd | D-1, Abbott | Pocomoke | 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 |
| Debbie Hileman | D-6, Bunting | Ocean Pines | 10-13-16-19-22-25-28 |

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

Updated October 21, 2025
Printed: October 27, 2025

BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years
Terms expire December 31st.

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

| <u>Name</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|--------------------|----------------|-------------------------|
| Patricia Tomasovic | Pocomoke | *19, 19-24 |
| Sandra Buchanan | Pocomoke | 21-26 |
| Jocelyn Briddell | Newark | 21-26 |
| Nancy Howard | Ocean City | 16-21, 21-26 |
| Kathryn Culbertson | Snow Hill | *21-23-28 |
| Vicki O'Mara | Ocean Pines | *18-23-28 |
| Jeff Smith | Berlin | 19-24-29 |

Prior Members: Since 1972

| | | |
|-------------------------|----------------------------|----------------------------------|
| Herman Baker | Jere Hilbourn | Beverly Dryden Wilkerson (06-10) |
| Lieselette Pennewell | Janet Owens | John Staley (97-11) |
| Edith Dryden | Ruth Westfall | James Gatling (01-11) |
| Clifford D. Cooper, Jr. | Helen Farlow | Shirley Dale (02-12) |
| Klein Leister | Judy Quillin | Edith Barnes (07-13) |
| Evelyn Mumford | Gay Showell | Richard Polhemus (11-16) |
| Ann Eschenburg | Susan Mariner | Richard Warner Davis (11-16) |
| Barbara Ward | Jacqueline Mathias | Frederick Grant (13-17) |
| Donald F. McCabe | Ann S. Coates (88-97) | Rosemary S. Keech (12-18) |
| Fannie Russell | Jin Dembeck (91-97) | Vivian Pruitt (09-19) |
| Stedman Rounds | Bill Waters (88-98) | Ron Cascio 09-19 |
| Donald Turner | Geraldine Thweatt (97-98) | Donald James Bailey (16-21) |
| Sarah Dryden | Martha Hoover (87-99) | Holly Anderson (*10-21) |
| L. Richard Phillips | Eloise Henry-Gordy (98-00) | Leslie Mulligan (*17-21) |
| Barbara Bunting | William Cropper (91-01) | |
| Joanne Mason | Ms. Willie Gaddis (89-01) | |
| | Leola Smack (99-02) | |
| | Jean Tarr (94-04) | |
| | Lois Sirman (01-06) | |
| | Amanda DeShields (00-07) | |
| | David Nedrow (04-09) | |
| | Belle Redden (99-09) | |

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

ITEM 21

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

| <u>Member=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 |
| 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 |
| Bob Gilmore | Dist. 5 - Bertino | Resident - Ocean Pines | *19-21, 21-25-29 |

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)

SOCIAL SERVICES ADVISORY BOARD

| | |
|---------------------|--|
| Reference: | Human Services Article - Annotated Code of Maryland - Section 3-501 |
| Appointed by: | County Commissioners |
| Functions: | <p>Advisory</p> <p>Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.</p> <p>Act as liaison between Social Services Dept. and County Commissioners.</p> <p>Advocate social services programs on local, state and federal level.</p> |
| Number/Term: | <p>9 to 13 members/3 years</p> <p>Terms expire June 30th</p> |
| Compensation: | None - (Reasonable Expenses for attending meetings/official duties) |
| Meetings: | 1 per month (Except June, July, August) |
| Special Provisions: | <p>Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.</p> <p>Maximum 2 consecutive terms, minimum 1-year between reappointment</p> <p>Members must attend at least 50% of meetings</p> <p>One member (ex officio) must be a County Commissioner</p> <p>Except County Commissioner, members may not hold public office.</p> |
| 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 Term Expired |
| Shelly Daniels | D-1, Abbott | Pocomoke City | 22-25 |
| Rebecca Colt-Ferguson | D-7, Mitrecic | Ocean City | 22-25 Resigned |
| Janice Chiampa | D-5, Bertino | Ocean Pines | 22-25 |
| Diana Purnell | ex officio - Commissioner | | 14-18-22-25 Term Expired |
| Margaret Labesky | D-4, Elder | Snow Hill | 23-26 |
| Nancy Howard | D-2, Purnell | Ocean City | 09-16-17-20-23-26 Term Expired |
| Mary Beth Quillen | At-Large | Snow Hill | 25-28 |
| Aves Ruffin-Jutis | D-3, Fiori | Pocomoke | 25-28 |

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> |
|----------------------|-----------------------|----------------|-------------------------|
| James Charles | Town of Berlin | | 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 |
| Aaron Lumpkins | Town of Snow Hill | | 25-29 |
| Vaughn White | D-2, Purnell | Berlin | *19-21, 21-25-29 |
| Brain Scarborough | Town of Ocean City | | 21-25-29 |

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 ACorey@ 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) | Michael Pruitt (*22-24) |
| 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

. Updated: October 21, 2025

Printed: October 27, 2025

**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> |
|-----------------------------|----------------|-------------------------|
| 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 |
| Frederick Stiehl | Ocean Pines | *06-24, 24-28 |

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)

ITEM 21

WATER AND SEWER ADVISORY COUNCIL WEST OCEAN CITY SERVICE AREA

| | |
|---------------------|--|
| Reference: | County Commissioners= Resolution of November 19, 1993 |
| Appointed by: | County Commissioners |
| Function: | Advisory Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area. |
| Number/Term: | 5/4-year terms Terms Expire December 31 |
| Compensation: | \$100.00/Meeting |
| Meetings: | Monthly |
| Special Provisions: | Must be residents/ratepayers of West Ocean City Service Area |
| Staff Support: | Department of Public Works - Water and Wastewater Division Chris Clasing - (410-641-5251) |

Current Members:

| <u>Member=</u> <u>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 |
| Gail Fowler | West Ocean City | 99-23-27 |
| Deborah Stanley | West Ocean City | 95-23-27 |
| Todd Ferrante | West Ocean City | 13-17-21-25-29 |

Prior Members: (Since 1993)

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

| <u>Member=s Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------------|----------------------------------|----------------|-------------------------------|
| Kimberly List | D-7, Mitrecic | Ocean City | 18- 21-24 Termed Out |
| Jocelyn Briddell | At-Large | Berlin | 23-26 |
| Windy Phillips | Board of Education | | 19-22-25 Will Term Out |
| Laura Morrison | At-Large | Pocomoke | *19-20-23-26 Resigned |
| Crystal Bell, MPA | Health Department | | *22-23-26 |
| Jeannine Jerscheid | Public Safety – Sheriff's Office | | 23-26 |
| Sharnell Tull | At-Large | Pocomoke | 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 |
| Michelle Goad | D-1, Abbott | Pocomoke City | 25-28 |
| Cheryl Middleton | At-Large | West O. City | 25-28 |
| Kelsey Moran | Dept of Social Services | | 25-28 |
| Ann Fletcher | D-3, Fiori | Berlin | 25-28 |
| Dawn Gears | D-4, Elder | Berlin | 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

Updated: December 2, 2025

Printed: December 2, 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

December 9, 2025

To: Worcester County Commissioners
From: Karen Hammer, Administrative Assistant V
SUBJECT: Candidates for Board of Education Vacancy

There is a vacancy on the Board of Education due to the resignation of Kate Addis, District 6.

Per State law – “The county commissioners shall appoint a new member to fill any vacancy on the county board for the remainder of that term and until a successor is elected and qualifies.

Interested Candidates:

Katherine Cater – District 6

Jaclyn Cutlip – District 6

Gary McCabe – District 6

[Home](#) [Table of Contents](#)**§ 3-1401. Composition, election, and removal of members**

West's Annotated Code of Maryland

Education

Effective: April 11, 2017

West's Annotated Code of Maryland

Education (Refs & Annos)

Division II. Elementary and Secondary Education [Titles 2-9.5] (Refs & Annos)

Title 3. Establishment of County Boards of Education (Refs & Annos)

Subtitle 14. Worcester County (Refs & Annos)

Effective: April 11, 2017

MD Code, Education, § 3-1401

§ 3-1401. Composition, election, and removal of membersCurrentness

(a) The Worcester County Board consists of seven voting members and one nonvoting student member from each public high school in the county.

(b)(1) The seven voting members of the Worcester County Board shall be elected at a general election.

(2) Members of the Worcester County Board shall be elected in accordance with Title 8, Subtitle 8 of the Election Law Article.

(c)(1) A member from a county commissioner district shall be a resident of the district.

(2) A member from a county commissioner district who no longer resides in the district may not continue as a member of the county board.

(3) Notwithstanding § 3-114(g) of this title or any other law, a school bus contractor is eligible to serve as a member of the county board.

(d) Of the seven voting members of the county board, one shall be elected from each of the seven county commissioner districts.

(e) A member serves for a term of 4 years beginning on the January 1 after the member's election and until a successor is elected and qualifies.

(f)(1) One member shall be elected from each of the county commissioner districts 1, 4, 6, and 7 at the November 2002 general election.

(2) One member shall be elected from each of the county commissioner districts 2, 3, and 5 at the November 2004 general election.

(g)(1) The county commissioners shall appoint a new member to fill any vacancy on the county board for the remainder of that term and until a successor is elected and qualifies.

(2) A resident of the district in which a vacancy exists may apply to the county commissioners to fill the vacancy.

(3) The county commissioners shall adopt rules for the application procedure to fill a vacancy on the county board.

(h)(1) Each student member shall:

(i) Be a 12th grade student in the Worcester County public school system elected by the high school students of the public school which the student attends, in accordance with procedures established by the school system;

(ii) Serve for 1 year beginning on July 1 after the election of the member;

(iii) Be a nonvoting member; and

(iv) Advise the board on the interests of students.

ITEM 22

(2) Unless invited to attend by an affirmative vote of a majority of the county board, the student members may not attend an executive session.

Credits

Added by Acts 2001, c. 323, § 1. Amended by Acts 2002, c. 303, § 3, eff. Jan. 1, 2003; Acts 2003, c. 122, § 1, eff. July 1, 2003; Acts 2014, c. 45, § 5; Acts 2015, c. 22, § 1, eff. April 14, 2015; Acts 2017, c. 62, § 1, eff. April 11, 2017.

MD Code, Education, § 3-1401, MD EDUC § 3-1401

Current through all legislation from the 2025 Regular Session of the General Assembly. Some statute sections may be more current, see credits for details.

END OF DOCUMENT