

AGENDA
WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

December 3, 2024

- | | Item # |
|---|---------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, requests to hire a Roads Worker II and Plant Operator Trainees, Assistant Chief of Electronic Services, Emergency Communications Specialist Trainees and certain matters with Human Resources, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from November 19, 2024 | |
| 10:02 - Annual Election of County Commissioners' President and Vice President | |
| 10:05 - Consent Agenda
(Christmas Tree Amnesty, Water Meter Repair Parts Purchase, Request to Award Overhead Door Replacement, Request to Purchase Brine Maker, Request to Contract Shade Structures Showell Park, Request to Award Housing Study) | 1-6 |
| 10:06 - Chief Administrative Officer: Administrative Matters
(BOE Request SMDS Light Pole Replacement, BOE School Resource Deputy MOU, Maryland Coastal Bays Letter, Restricted Parking in Bayside Landings, Riddle Farm Water Tower Rehab Design, Board Appointments, Request for Letter of Support for Retail Theft Legislation) | 7-12,14 |
| 10:30 - Public Hearing – FY25 Water and Wastewater Rates | 13 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office Please be thoughtful and considerate of others. *Turn OFF all cell phones and notification during the meeting!*
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Minutes of the County Commissioners of Worcester County, Maryland

November 19, 2024

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

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, with Commissioner Mitrecic absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners’ Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: personnel update, hiring Gregory Lilly as a plant operator trainee within the Water and Wastewater Division and Dhara Patel as a senior budget accountant within County Administration; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Commissioner Mitrecic was absent from the November 19, 2024 open and closed session meetings.

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to adjourn their closed session at 10:02 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Pastor Zachary Brown, of Bates and Trinity United Methodist Churches of Newark and Snow Hill, and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their November 6, 2024 meeting as presented.

The commissioners presented a proclamation recognizing November 18-22, 2024 as American Education Week to Worcester County Teachers Association President Beth Shockley Lynch.

Upon a motion by Commissioner Abbott, the commissioners unanimously approved by consent agenda item numbers 2-9 as follows: applying for a \$2,000 Rocket Lab Community

Grant for a Recreation and Parks event, Rockets & Robots STEM Festival on March 25, 2025; signing a Rural Maryland Prosperity Investment Fund Grant Agreement for a \$100,000 grant from the Tri-County Council for the Worcester County Skilled Trades, Agriculture, Tourism, and Technology Program; an over-expenditure of \$3,500 within the Roads Division of Public Works for tipping fees; a contract from Lywood Automation, LLC for \$127,275 to replace the control panel at Pump Station E in the Mystic Harbour Sanitary Service Area; Rezoning Case No. 446 Findings of Fact and Resolution to rezone certain parcels of land identified on Tax Map 40 as Parcel 241, Lot C and Parcel 93 from A-1 to A-2 Agricultural District; issuing bid specifications for Mystic Harbour Wastewater Treatment Plant biosolids upgrade; issuing bid specifications for the purchase and installation of a new Countywide camera system; and renewing the Darktrace email and cloud security contract.

Environmental Programs Director Bob Mitchell and Kevin Smith, executive director of the Maryland Coastal Bays Program (MCBP), asked the commissioners to issue a letter supporting the MCBP's application for a Department of Natural Resources (DNR) Whole Watershed Fund grant for up to \$1 million annually for five years. Funds would be used for a project to restore water quality and shallow water habitat in the Newport Bay.

Commissioner Bertino stated that the Town of Ocean City and the County strongly oppose a US Wind application for a license to construct a pier in the West Ocean City commercial harbor, as well as the installation of turbines off the coast of Ocean City due to the detrimental effects to the commercial and recreational fishing industries, the West Ocean City commercial harbor, tourism, and the economy. He stated that approval of the application would decimate the commercial fishing industry on Maryland's coast, the only ocean entry for offloading seafood. He then asked Mr. Smith whether the MCPB stands in support of the County and Ocean City's opposition to turbines and if the MCBP has a relationship with US Wind. Mr. Smith clarified that the MCBP supports the local commercial fishing industry. However, they are not an advocacy organization, but a consensus organization that is made up and fueled by State, federal, and local government and that maintains a neutral position on the project. He also confirmed that the MCBP has accepted US Wind donations totaling \$125,000 over the past three years. He later stated that the MCBP would take a position if they felt there would be a deleterious effect on the bays, as they support clean, alternative energy sources, as stated in the organization's management plan. Furthermore, Mr. Smith stated that the MCBP had done its homework regarding wind and other energy sources, that he knew of no energy source that has no negative impact, and that the County needs to look at other alternatives. He questioned how as a County they were going to meet their energy needs.

Commissioner Fiori supported the work of the MCBP, recognized the importance of preserving the Coastal Bays, and understood the organization's need to remain neutral.

Commissioner Bunting stated that in 14 years he has seen the MCBP support a lot of issues that were not unlike windmills.

In response to a question by Commissioner Bertino, Mr. Smith agreed to convene the MCBP board to discuss and determine whether there was support for the commissioners' request.

Commissioner Elder recognized the great work being done by the MCBP. However, he noted that the MCBP basically sold its soul to the devil when they accepted money from US Wind due to the deleterious impact of the turbines on ocean life. He pointed out that anything

that occurs off the Atlantic coast affects the bays. He concluded that the MCBP should be on board with the County and the fishing industry and urged them to return US Wind's donations.

Commissioner Abbott expressed her support of the good work being done by the MCBP, but that it is disheartening when an environmental group in the County is accepting money from US Wind. In response, Mr. Smith noted that there were no strings attached to US Wind's donations to the MCBP. He then explained that the money was used to restore nesting places to combat the precipitous drop in iconic coastal birds. He stated that the donations were spent on a project to bring back the common tern population, an issue that is here and now in the Coastal Bays, and the MCBP was fortunate to have those funds. Commissioner Elder pointed to the documented destruction of birds due to wind turbines and questioned how many more birds would be killed if turbines were erected off Maryland's coast.

In response to a question by Commissioner Abbott, Mr. Smith stated that the application is due by December 3, 2024. Commissioner Bertino stated that he would like to see the cooperative relationship that the commissioners and the MCBP have had for decades continue. He then clarified his request for the MCBP Board and policy folks to address the concerns the commissioners have before they move forward. Commissioner Elder concurred. Mr. Smith stated that he would like to have the support of the County, but that the MCBP could potentially get the Town of Berlin to support their grant application.

Following much discussion, a motion by Commissioner Fiori to send a letter supporting the MCBP application for a Whole Watershed Fund Grant failed 2-1-3, with Commissioners Fiori and Purnell voting in favor, Commissioner Elder voting in opposition, and Commissioners Abbott, Bertino, and Bunting abstaining.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Elder, the commissioners unanimously approved the Memorandum of Understanding with the Town of Snow Hill for stormwater management inspections and enforcement.

The commissioners conducted a public hearing for Emergency Bill 24-09 (Zoning – cannabis dispensaries), which was introduced by Commissioners Abbott, Bertino, Bunting, Elder, Fiori, Mitrecic, and Purnell on October 15, 2024. Development Review and Permitting Director Jennifer Keener reviewed the legislation, which would specify cannabis dispensaries as a special exception use in certain zoning districts and modify the off-street parking and stacking space requirements for cannabis dispensaries.

Commissioner Bertino opened the floor to receive public comment.

There being no public comment, Commissioner Bertino closed the public hearing.

Upon a motion by Commissioner Abbott, the commissioners adopted Emergency Bill 24-09 as presented.

The commissioners conducted a public hearing to receive comments on the adoption of cable franchise agreements. County Attorney Roscoe Leslie reviewed the draft franchise agreement with Talkie Communications for cable television service in the County. He explained that the County will receive 5% of the gross revenue generated from Talkie's television services, which will be provided through the same infrastructure being installed for the organization's broadband services. He noted that a public hearing, while not required, is a good practice and

agreed to present the commissioners with the contract from Mediacom when it becomes available.

Commissioner Bertino opened the floor to receive public comment.

There being no public comment, Commissioner Bertino closed the public hearing.

Upon a motion by Commissioner Elder, the commissioners unanimously approved the cable franchise agreement with Talkie.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Elder, the commissioners unanimously authorized the purchase of nine new Chevrolet Tahoes for the Sheriff's Office, including one from IG Burton for \$53,809 and eight from Hertrich Fleet at a cost of \$49,691 each. The commissioners further approved the use of Blue Tech, LLC to upfit these nine vehicles plus one additional police vehicle, which was purchased earlier in the month, for a total cost of \$240,454.90.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Abbott, the commissioners unanimously agreed to lower the speed limit on Brantley Road from 50 mph to 40 mph to address safety and speed related concerns.

Pursuant to the recommendation of Mr. Baker in response to a request from the Snug Harbor Civic Association, the commissioners unanimously agreed to designate Snug Harbor Road and Meadow Drive as No On-Street Parking to address safety and accessibility issues.

Finance Officer Phil Thompson met with the commissioners to review the FY24 valuation by Menard Consulting, Inc., noting that the County's Other Post Employment Benefits (OPEB) liability decreased by \$44.8 million in FY24 for a remaining total net OPEB liability of \$94.8 million for the Board of Education (BOE) and a weighted OPEB liability of \$72 million. The unfunded OPEB liability, which is the anticipated cost to the County to fund benefits for retired employees, was \$437 million in FY21. That liability decreased by \$365 million in just three years. Today the County Trust is fully funded and reflects a net asset of \$22.8 million.

Citing the recent upgrade from AA to AAA from Fitch Ratings, which can in part be attributed to the commissioners' commitment to reducing the OPEB liability, Chief Administrative Officer Weston Young stated that this liability has a direct impact on the County's credit rating, borrowing power, and interest rates on debt for capital construction projects, like the upcoming project to build a new Buckingham Elementary School (BES).

Commissioner Elder asked how the County's efforts to eliminate the OPEB liability compare with those of other Maryland jurisdictions. Mr. Thompson stated that the County is way ahead of the benchmark.

The commissioners discussed procurement issues concerning the upcoming bidding process for the design and construction of new school facilities by Worcester County Public Schools (WCPS). It was noted that WCPS has utilized quality-based selection practices with proposals for architectural and engineering design and for construction management and does not consider price as a factor when ranking proposals, so the award is not always made to the lowest, responsible bidder. It was further noted that in a 2017 Financial Management Practices Audit Report, the Department of Legislative Services recommended WCPS "revise its procurement

process for contracts for construction management services to require that awards be made to the lowest responsible bidder.” Given current cost projections and the substantial financial investment that Worcester County is making toward the BES construction project, Commissioner Abbott recommended Procurement Officer Nicholas Rice take part in the WCPS bid process.

Upon a motion by Commissioner Abbott, the commissioners unanimously directed Procurement Officer Nicholas Rice to take part in the WCPS bid process as a stipulation of County funding.

County Attorney Roscoe Leslie advised the commissioners that the U.S. Supreme Court issued a ruling in its last term that localities may impose criminal penalties for acts, like public camping and public sleeping without violating the Eighth Amendment, which prohibits cruel and unusual punishment. In response to comments by Mr. Leslie, the commissioners expressed interest in developing an anti-encampment ordinance in the County.

In response to concerns raised by Commissioner Abbott, County staff advised that they are in the process of posting hours of operation at each of the County parks.

Commissioner Elder requested the ordinance include language that a first offense would result only in a warning. In response to a question by Commissioner Elder, Mr. Leslie confirmed that the ordinance would identify encampment as a misdemeanor, not a felony.

Commissioner Purnell questioned if such an ordinance would be humane or if it would be more akin to punishing the homeless, particularly given the growing instances of homelessness and lack of housing in the County. In response, Mr. Leslie stated that the purpose of an ordinance would not necessarily be incarceration, but to provide law enforcement with a few more tools to correct the situation.

Upon a motion by Commissioner Bunting the commissioners unanimously directed Mr. Leslie to prepare an anti-encampment ordinance for the commissioners’ consideration at a future meeting.

Mr. Young updated the commissioners on the status of the County’s \$50,000 pledge to support the Salisbury Regional Airport’s application for a U.S. Department of Transportation grant to support a new flight route from SBY to Orlando International Airport, which would benefit the region. He confirmed that Wicomico County also approved a \$50,000 match, that USDOT awarded the requested funds, and that SBY is currently in negotiations with an airline carrier to provide the new flight route.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to reappoint Steve Kolarik to the Board of Electrical Examiners and Robert Purcell to the Board of Zoning Appeals.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to appoint Dorothy Shelton-Leslie to the Commission for Women.

Upon a nomination by Commissioner Elder the commissioners unanimously agreed to reappoint Kerrie Bunting to the Local Development Council for the Ocean Downs Casino and Thomas Babcock to the Board of Zoning Appeals, and appointing Carl Smith to the Housing Review Board.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to reappoint Felicia Green to the Housing Review Board, Betty Smith to the Planning Commission, and Darlene Bowen to the Commission for Women.

Upon a nomination by Commissioner Fiori, the commissioners unanimously agreed to reappoint Stacey Esham to the Agricultural Reconciliation Board, Duane Duncan to the Board of Electrical Examiners, and Don Furbay to the Solid Waste Advisory Committee.

The commissioners recessed for 10 minutes.

Pursuant to the recommendation of Mr. Leslie and upon a motion by Commissioner Abbott, the commissioners unanimously agreed to coordinate a plan with Health Officer Becky Jones to develop a local opioid abatement plan to address how to expend approximately \$838,000 to be awarded to the County as part of the national opioid settlement.

Pursuant to the request of Mr. Young and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to send a letter requesting representatives from the Maryland Department of Natural Resources' (DNR) Office of Coastal and Ocean Management attend an upcoming commissioners' meeting to discuss their plan to compensate commercial fishermen who will lose their businesses and livelihood if the State approves an application by US Wind to construct a pier in the West Ocean City commercial harbor. Approval of the application would precipitate the construction of an operation and maintenance facility in place of the only two operations where commercial fishermen can offload and sell their catches.

Pursuant to the recommendation of Mr. Young and upon a motion by Commissioner Elder, the commissioners unanimously authorized staff to develop an arrangement for the Snow Hill mayor and council to utilize the board room, adjacent to the commissioners' chambers, for their town meetings on the second Tuesday of each month at 7 p.m. and on the first and last Tuesday of each month for work sessions at 5 p.m. Mr. Young stated that staff will work with the town to address staffing of the security vestibule, any potential schedule conflicts, and determine if the town would like to piggyback on the County's contract with Swagit to record and edit town meetings. In response to questions by Commissioner Bunting, Mr. Young agreed to develop a cost-neutral arrangement.

The commissioners conducted a work session with Health Officer Becky Jones, Environmental Health Director Ed Potez and Environmental Health Food Program Supervisor Ryan Hayward to address questions from their August 20 meeting concerning the regulation of mobile food vendors within four categories: reciprocity; like events; terms, definitions, and fees; and national certification requirements. Recreation and Parks Director Kelly Rados and Deputy Director Jacob Stephens were also in attendance. Mr. Young advised that since August 20 staff has met with Recreation and Parks officials and many mobile food vendors to identify certain regulations that are putting Worcester County at a competitive disadvantage when hosting special events, like sports tournaments.

With regard to reciprocity, Ms. Jones stated that great strides have been made to find common ground to address COMAR requirements for NFS equipment, specifically smokers. She reviewed updated language regarding non-NSF equipment, which was developed by the three

Lower Eastern Shore health officers, amended by County Attorney Roscoe Leslie, and is being reviewed by the assistant attorney general who is expected to issue an opinion within about three weeks. Commissioner Bunting questioned how many additional mobile food vendors would benefit from this change. In response to a question by Commissioner Bertino, Ms. Jones stated that the vendors would still be required to adhere to COMAR’s safe food standards.

In response to questions by Commissioner Young, Ms. Jones advised that Worcester County has 16 mobile food vendors, seven of them serve actual food, three are reciprocity licenses in good standing, one reciprocity application was submitted yesterday, and one regular plan review was submitted last week. Mr. Hayward advised that reciprocity is for a whole mobile unit, not an individual piece of equipment. In response to a question by Commissioner Elder, Mr. Hayward stated that a pull behind unit cannot be considered as part of a mobile unit, which must be self-contained. If a pull behind smoker is part of a licensed brick and mortar facility in another county, it could be used for a special event in Worcester County, provided they fill out a temporary event application for each event they plan to operate during, and submit a signed county agreement covering a non-NSF smoker.

In response to questions by Commissioner Abbott, Ms. Jones stated that Smash Brothers in New Church appears to meet the COMAR requirements to be considered a permanent facility and should qualify to operate in Worcester County provided they meet all other regulations under COMAR. In response to questions by Commissioner Fiori, Ms. Jones stated that Health Department staff just want vendors to be compliant with COMAR, and their staff work very hard to help all applicants become compliant; however, they can only help vendors who actually contact them directly. In response to questions by Mr. Young, Mr. Hayward stated that any trailer served by water and sewer or well and septic would be considered to be a brick-and-mortar structure.

With regard to restrictions on “like” events, Mr. Young advised that the County is losing tournaments and field rentals to Wicomico County, and he questioned where this three-day limitation on like events is located in COMAR. Ms. Jones advised that the County ties this to recreational for up to 30 cumulative, not consecutive, days. For example, for purposes of issuing a license, each weekend would be considered a single event. In response to questions by Commissioner Bertino, Mr. Hayward stated that an individual vendor is permitted to operate up to 30 days each calendar year in the same location, a two-day event would be considered one event and count as one fee, but it would count as two of the thirty days. Any Worcester County licensed mobile unit may take part in temporary events without the need for additional licensing; however, a vendor outside the County would be limited to the 30-day requirement. In response to questions by Mr. Young, Mr. Hayward confirmed that would include a Wicomico County food truck with reciprocity. Mr. Hayward advised that the definition of recreational is found under COMAR Section 10-15-03-02. In response to a question by Mr. Leslie, Mr. Hayward advised that the 30-day rule is identified under definitions (28) and temporary food service facilities (80).

With regard to terms and definitions, trainings, and fees, Mr. Young stated there seems to be major discrepancies between non-profit and for-profit vendors and he questioned the number of participants needed to schedule a training. Mr. Hayward advised that non-profits may submit applications five days prior to an event without being charged a fee. For-profit, though required to apply 10 days ahead of an event, may still apply within five days and pay a late fee.

In response to comments by Mr. Young regarding temporary events, Ms. Jones advised that in FY23 Somerset issued 64, Wicomico issued 179, and Worcester issued 388 temporary

event licenses. Mr. Hayward stated that the definition of a temporary event is identified in COMAR. Mr. Hayward and Ms. Jones addressed other questions, including late fees, vendor paperwork, reduced licensing fees, and temporary training events. Mr. Hayward advised that in 2023 the County certified 78 people, and they have certified over 50 so far this year, including 32 individuals who attended a training class last night. He stated that the goal is to certify as many individuals as possible at once, and though they host only two classes a year at this time, the number of classes offered is interest driven. In response to questions by Commissioner Bunting, Mr. Hayward stated that the training is open to all who want to participate, and last night 100% of the participants passed the 10-question test.

With regard to NSF certification, Mr. Hayward advised that NSF and alternative organizations can certify a piece of equipment. These professionals are engineers who evaluate whether individual pieces of equipment meet all the certification requirements. He advised that fire departments are considered non-profit, and in COMAR they are not held to the same standards (not required to utilize NSF-certified equipment because they are not being used to the same extent as a for-profit), and they are not required to be licensed, but they are required to meet food temperature requirements. He stated that a consumer has a right and responsibility to ask for a license from vendors when buying food from roadside stands. In response to a question by Commissioner Abbott, Mr. Hayward stated that a non-NSF fryer would not be included in this reciprocity agreement.

In response to questions by Mr. Young regarding an individual who only operates a food truck as a side hustle at special events, like ball tournaments, Mr. Hayward stated that such an individual is recognized in COMAR as a for-profit organization and is held to the same standards as all other for-profit operators. He stated that the Health Department wants to work with vendors, but their ultimate responsibility is to enforce State regulations as written.

Following further discussion, Commissioner Bertino requested Health Officials provide the commissioners with the report from the attorney general and a written understanding of today's discussion, so they may provide understandable and accurate information on this topic to vendors who contact them. Ms. Jones agreed and said Health Department staff would also post answers to related frequently asked questions on the Health Department's website. She concluded that COMAR can be overwhelming and encouraged vendors to contact her office with questions. The commissioners thanked Ms. Jones and her staff for meeting with them.

Commissioner Purnell requested the commissioners conduct a work session with representatives from the Health Department, Department of Social Services, and the Sheriff's Office to address matters of homelessness. Commissioner Bertino recommended the commissioners conduct this work session prior to staff developing language for the proposed encampment legislation.

The commissioners answered questions from the press, after which they adjourned to meet in closed session.

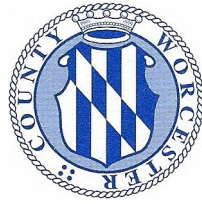
Following a motion by Commissioner Fiori, seconded by Commissioner Bunting, with Commissioner Mitrecic absent, the commissioners unanimously voted to meet in closed session at 12:42 p.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP)

DRAFT

Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: a personnel matter; receiving legal advice from counsel; and performing administrative functions.

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 1:57 p.m. to meet again on December 3, 2024.

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: November 20, 2024
SUBJECT: Christmas Tree Amnesty Event

Public Works is requesting Commissioner approval to host the annual Christmas Tree Amnesty Event at Solid Waste. The event waives the tipping (\$10 per tree) for citizens dropping off Christmas trees at Central Landfill in Newark and the Berlin, Pocomoke, and Snow Hill Homeowners Convenience Centers. Last year, 15 trees were received. The event would run from December 26, 2024, through January 31, 2025. The event is only open to residents with household permit stickers. Commercial haulers, businesses, and organizations that sold trees will not be permitted to drop off trees at the convenience centers but may take them to the Central Landfill where applicable tipping fees will be assessed. Any trees received will be ground into mulch for use at the Central Landfill.

Please let me know if there are any questions.

CC: Chris Clasing
David Candy
Bob Keenan

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



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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: November 21, 2024
SUBJECT: Bulk Water Meter Repair Parts Purchase

Public Works is requesting Commissioner approval to purchase 86 Neptune meters (varying sizes) and 575 replacement meter registers and radios from Core & Main at a total cost of \$186,837 (see attached quote). This purchase is included in the approved FY 25 budget for Ocean Pines, Mystic Harbour, Riddle Farm, and Landings service areas in their respective Water - System Maintenance Water Plant / System Maintenance accounts. A breakdown of each area, account, and amount is as follows:

Ocean Pines – account no. 555.8002.6500.020; \$103,471.50 (\$310,400 is available)

Mystic Harbour – account no. 545.6500.020; \$52,915.50 (\$146,000 is available)

Riddle Farm – account no. 570.6500.020; \$19,600.00 (\$98,000 is available)

Landings – account no. 535.6500.020; \$9,800.00 (\$110,000 is available)

Core & Main are the regional suppliers for Neptune meter parts in our area. These meter parts are sole source materials since all our water meters and reading equipment are Neptune brand and will not interchange with other meter brands. Purchasing the supplies in bulk allows the Division to have ample stock in the inventory for new installs and repairs throughout the fiscal year.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
Tony Fascelli, Water & Wastewater Superintendent



Bid Proposal for Worcester County-Gary- rev 9/13/24

WORCESTER CO DEPT OF WATER

Job Location: worcester, MD

Bid Date: 09/13/2024

Core & Main Bid #: 3755964

Core & Main

117 Industrial Circle

Martinsburg, WV 25403

Phone: 3042636986

Fax: 3042637009

Seq#	Qty	Description	Units	Price	Ext Price
10		2011 & BEYOND			
20	25	9400-605 T10 5/8 MEAS CHAMBER MANUFACTURED PRIOR TO 2011	EA	38.47	961.75
30	25	8340-072 5/8 NEXT-10 GASKET LINER, BOTTOM CAP	EA	1.43	35.75
40	25	9399-006 STRAINER 5/8 T-10 NEW STYLE	EA	1.43	35.75
50	25	9397-503 5/8 NEXT-10 BOTTOM CAP, PLASTIC	EA	8.06	201.50
70		PRIOR TO 2011			
80	50	9400-900 T10 5/8 MEAS CHAMBER MANUFACTURED 2011 AND BEYOND	EA	30.67	1,533.50
90	50	8340-069 5/8" GSKT, BTTM CAP	EA	1.46	73.00
100	50	NEPTUNE 9399-005 STRAINER 5/8 T-10	EA	1.43	71.50
110	50	9397-501 PLASTIC BOTTOM T-10	EA	8.06	403.00
				Sub Total	3,315.75
				Tax	0.00
				Total	3,315.75

Branch Terms:

The attached proposal represents Core & Main's interpretation of existing plans and specifications as of the date of this document. The details contained represent neither a guarantee of items required, nor quantity required. Orders for this project will be accepted on the basis of quantities specified by the buyer and unit pricing and terms as contained in this quotation. All prices are based on the quotation in its entirety with full truckload freight paid releases. Lesser quantities may reflect additional charges for shipping and handling. Prices are subject to revision due to specification change, change orders and quantity changes. All pricing contained in this quotation are less applicable sales taxes and must be added. All quotations are contingent upon the buyer's acceptance of seller terms and condition. Quoted prices are firm for shipment within 30 days of quoted date, unless otherwise noted.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Bid Proposal for Worcester County-Gary- rev 9/13/24

CUSTOMER	<p>WORCESTER CO DEPT OF WATER 1000 SHORE LN BERLIN, MD 21811 Contact: Gary</p>	<p>Job Worcester County-Gary- rev 9/13/24 worcester, MD Bid Date: 09/13/2024 Bid #: 3755964</p>
CONTACT	<p>Sales Representative Scott Douglas (M) 304-283-6986 (T) 304-263-6986 (F) 304-263-7009 Scott.Douglas@coreandmain.com</p>	<p>Core & Main 117 Industrial Circle Martinsburg, WV 25403 (T) 3042636986</p>
NOTES	<p>Plus UPS freight</p>	

Meters and repair parts for FY 24/25

- (40) -5/8 x 3/4 complete meters with Pro-coder registers and R900i radios with 6' antenna wires (\$305.00 each) \$12,200.00
- (40) 1" T-10 complete meters with Pro-coder registers and R900i radios with 6' antenna wires (\$545.00 each) \$21,800
- (2) 1.5" complete meter with Pro-coder register and R900i radio with 6' antenna wire (\$875.00 each) \$1,750.00
- (4) 2" complete meters with Pro-coder registers with R900i radios with 6' antenna wires (\$1250.00 each) \$5,000.00
- (500) 5/8 x 3/4 Pro-coder registers with R900i radios and 6' antenna wire (\$245.00 each)\$ 122,500.00
- (75) 1" Pro-coder registers with R900i radios and 6' antenna wires (\$245.00 each) \$18,375
- (100) Meter chamber (9400-900) T10 (prior to 2011)(\$30.67 each) \$3,067.00
- (100) meter bottom gasket (8340-069) (\$1.46 each) \$146.00
- (100) strainer (9399-005) (\$1.43each)\$143.00
- (100) plastic bottom (9397-501) (\$8.06 each) \$806.00

Total \$185,787

From: [Gary Serman](#)
To: [Tony Fascelli](#)
Subject: FW: prices
Date: Monday, November 18, 2024 8:39:41 AM
Attachments: [image001.jpg](#)
[image002.png](#)

From Jay stating that the prices are the same

Gary Serman
Water & Wastewater Operations Manager
Department of Public Works
Worcester County Government
1000 Shore Lane
Berlin, MD 21811
Phone: 410-641-5251
Email: gserman@co.worcester.md.us
www.co.worcester.md.us



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From: Latchum, Jay <Jay.Latchum@coreandmain.com>
Sent: Monday, November 18, 2024 8:31 AM
To: Latchum, Jay <Jay.Latchum@coreandmain.com>
Cc: Gary Serman <gserman@co.worcester.md.us>
Subject: Re: prices

Prices are good to go
Sent from my iPhone

On Nov 12, 2024, at 3:52 PM, Latchum, Jay <jay.latchum@coreandmain.com> wrote:

Let me double check, I'll get back to you Friday. I'm driving home from South Dakota tomorrow and Thursday.

Sent from my iPhone

On Nov 12, 2024, at 2:51 PM, Gary Serman
<gserman@co.worcester.md.us> wrote:

CAUTION: External

Jay, we are getting ready to place the order and can you confirm that these prices haven't changed.

Thanks,

Gary Serman
Water & Wastewater Operations Manager
Department of Public Works
Worcester County Government
1000 Shore Lane
Berlin, MD 21811
Phone: 410-641-5251
Email: gserman@co.worcester.md.us
www.co.worcester.md.us

<image004.jpg>

<image005.png>

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From: Latchum, Jay <Jay.Latchum@coreandmain.com>

Sent: Thursday, August 22, 2024 11:18 AM

To: Gary Serman <gserman@co.worcester.md.us>

Subject: RE: prices

Sorry it took me so long, I was in DC this week and just got back to my laptop

Pricing:

5/8x3/4 - \$305.00

1" - \$545.00

1-1/2" - \$875.00

2" - \$1250.00

Jay Latchum
Neptune Meter System Specialist
Martinsburg, WV

<image003.png>

117 Industrial Circle
Martinsburg, WV 25403
Cell: 302-236-4987

From: Gary Serman <gserman@co.worcester.md.us>

Sent: Monday, August 19, 2024 2:40 PM

To: Latchum, Jay <Jay.Latchum@coreandmain.com>

Subject: prices

CAUTION: External

Jay can you please send me the prices for complete 5/8 x 3/4, 1", 1 1/2
" and 2" meters with pro-coder registers with the R900i radios and 6'
antenna wire. I need to do the replacement order. I am hoping to
include this with the big radio order.

Thanks,

Gary Serman
Water & Wastewater Operations Manager
Department of Public Works
Worcester County Government
1000 Shore Lane
Berlin, MD 21811
Phone: 410-641-5251
Email: gserman@co.worcester.md.us
www.co.worcester.md.us

<image004.jpg>

<image005.png>

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<image003.png>

<image004.jpg>

<image005.png>



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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 3, 2024
RE: Request to Award – Overhead Door Replacement

Please see the attached bid tabulation for the purchase and installation of five new overhead doors at the Central Site Landfill. Solid Waste is requesting the Commissioner’s review and approval to award to the lowest responsive and responsible vendor, Hickman Overhead Door, in the amount of \$98,780. Bids were due and opened on Thursday, November 14, 2024. Two bids were received.

Funding for this purchase was approved in the FY25 operating budget in the amount of \$150,000 under Capital Equipment account, 680.7002.9010.050.

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

Table with 2 columns: Vendor Name, Base Bid. Rows include Hickman Overhead Door Co.* (\$98,780.00) and Garage Doors and More, LLC (\$140,000.00).

*apparent low bidder

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





WORCESTER COUNTY, MARYLAND

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

Weston Young
 Chief Administrative Officer

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

CONTRACT

THIS CONTRACT, made on December 3, 2024, between the County Commissioners of Worcester County, Maryland (“County”); and Hickman Overhead Door Co. (“Successful Vendor”).

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

1. Successful Vendor will commence and complete the SOLID WASTE OVERHEAD DOOR REPLACEMENT.
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 \$98,780 (ninety-eight thousand seven hundred eighty dollars and no cents) 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. Successful Vendor’s Completed Bid Documents
 - o. Notice of Award
 - p. 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**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

**CONTRACTOR:
HICKMAN OVERHEAD DOOR CO.**

By:
Title:
Date:



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

MEMORANDUM

TO: Worcester County Commissioners
 FROM: Nicholas W. Rice, Procurement Officer
 DATE: December 3, 2024
 RE: Request to Purchase – Brine Maker and Truck Fill Station

Public Works is seeking approval from the Commissioner to purchase a brine maker and truck fill station from Intercon Truck of Baltimore, Inc. through a cooperative contract with Sourcewell. The total cost is \$117,040.20, which reflects a discount of \$11,103.80 available through the cooperative contract. The quote also includes installation and four hours of on-site training. The current lead time for delivery and installation is estimated at 60-65 days after purchase.

This new unit will replace our existing homemade brine maker. While our current setup produces approximately 5,000 gallons in a 10-hour day, the new system will have the capacity to produce up to 6,000 gallons per hour. This significant increase in output will not only reduce production time but also enable us to equip more trucks with brine or expand our brine coverage to additional roads.

The brine setup is being modeled after the State Highway Administration (SHA), as they utilize the same equipment and truck fill station at their Salisbury office. SHA has provided positive feedback regarding both the equipment and the manufacturer.

Funding for this purchase has been approved in the FY24 Assigned Funds under the Roads - New Well/Brine Maker & Truck Fill Station project, with a total allocation of \$181,000.

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

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



Quote

Item 4

Page: 1

INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0034330
 Order Date: 11/18/2024
 Terms: NO TERMS

Quoted By: LD
 Customer Number: WOR106
 Work Order #:

Sold To:
 Worcester County DPW-Roads
 5764 Worcester Hwy
 Snow Hill, MD 21863

Ship To:
 Worcester County DPW-Roads
 5764 Worcester Hwy
 Snow Hill, MD 21863

Attention: Kevin Lynch

F.O.B.

QTY	DESCRIPTION	Unit Price	Amount
1.00	<p>WORCESTER COUNTY BRINE MAKER PROJECT ----- SOURCEWELL CONTRACT # 080818-HPI ----- FURNISH AND INSTALL THE FOLLOWING PRODUCTS: * BRINE MAKING SYSTEM - Salt Brine Maker Style: Advantage Brine Maker Installation Type: Fixed Outdoor Installation Hopper Cover: Advantage Manual Flip Cover/Extension - SALINITY CONTROL - Salinity Control Type: Pro controls Salinity Control Mounting: Remote mounted controls away from Brine Maker Salinity Control Pump Flow Rate: 100 GPM System output direction: Right hand output Controls Voltage: 208/220 Volt, 1 Phase - SALINITY CONTROL OPTIONS - Low Salt Warning Light: Yes, low salt warning light Storage Tank Level Monitor: Yes, Storage Tank Level Monitor Waterline Air Purge: Yes, waterline air purge Cellular Gateway: Cellular Gateway (1-year free access included) -</p>	64,976.40	64,976.40
			Continued



Quote

Item 4

Page: 2

INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0034330
 Order Date: 11/18/2024
 Terms: NO TERMS

Quoted By: LD
 Customer Number: WOR106
 Work Order #:

Sold To:
 Worcester County DPW-Roads
 5764 Worcester Hwy
 Snow Hill, MD 21863

Ship To:
 Worcester County DPW-Roads
 5764 Worcester Hwy
 Snow Hill, MD 21863

Attention: Kevin Lynch

F.O.B.

QTY	DESCRIPTION	Unit Price	Amount
1.00	* TRUCK FILL STATION - BrineXtreme Truck Fill Flex BXTF Pro Controls, Variable Flowrate 20-200GPM, 208/220 Volt - 1 Phase - SYSTEM CONTROL Control Type: Pro Controls - SYSTEM FEATURES Truck Fill Pump Flow Rates: Variable Flowrate 20-200 GPM Voltage: 208/220 Volt - 1 Phase - CONTROL OPTIONS - Storage Tank Level Monitor: No Storage Tank Level Monitor Powered Truck Offload/Agitation: Yes, Powered Truck Offload/Agitation - TRUCK FILLING Number Of Truck Fills: Fill 1 Truck at a Time Number Of Products (Including Brine) To Blend: 2 Products (Brine + 1) -	34,957.80	34,957.80

Continued



Quote

Item 4 Page: 3
INTERCON TRUCK of BALTIMORE, INC.

1200 Pauls Lane
 Joppa, MD. 21085
 Tel (410) 679-4900 Fax (410) 679-3117
 Intercontruck.com

Quote Number: 0034330
 Order Date: 11/18/2024
 Terms: NO TERMS

Quoted By: LD
 Customer Number: WOR106
 Work Order #:

Sold To:
 Worcester County DPW-Roads
 5764 Worcester Hwy
 Snow Hill, MD 21863

Ship To:
 Worcester County DPW-Roads
 5764 Worcester Hwy
 Snow Hill, MD 21863

Attention: Kevin Lynch

F.O.B.

QTY	DESCRIPTION	Unit Price	Amount
1.00	* System installation includes TFS and plumbing - Includes labor, hoses, clamps, communication cable and fittings required to connect the brine maker to the Pro or Ultimate controls (up to 50 ft maximum). Connect the controls to the customer provided freshwater ball valve (10 ft away maximum). Connect the brine storage tanks to the controls (up to 2 tanks and 50 ft away from controls maximum). 4 hours of onsite operator training immediately following the installation. - **Electrical connection to the control panel is the customer's responsibility**	15,306.00	15,306.00

Please Circle Any Desired Options.

Prices good for 15 days.

Federal or state taxes apply unless tax exempt .

All equipment requiring computer reprogramming at vehicle dealership is customers responsibility.

A 20% Restocking Fee will be applied to returns of ALL special order merchandise and parts .

Net Order:	115,240.20
Freight:	1,800.00
Sales Tax:	0.00
Order Total:	117,040.20

Order Confirmation - Email all signed orders to MDORDERS@INTERCONTRUCK.COM

Signature _____ Date _____
 Stock/VIN #: _____ PO #: _____



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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 3, 2024
RE: Request to Purchase – Shade Structures at Showell Park

Recreation and Parks is requesting to purchase and have installed shade structures over four sets of bleachers at Showell Park. These services have been quoted by All Recreation of Virginia, Inc. through their competitively awarded contract with the County of Fairfax, Virginia.

Local Parks and Playground Infrastructure (LPPI) funding in the amount of \$47,215 has been approved for this project. LPPI grant funds is 100% reimbursable. The total cost for the shade structures and installation is \$40,447.69. Please see the attached quote for additional information.

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



All Recreation of Virginia, Inc.
 20609 Gordon Park Square
 Suite 190
 Ashburn, VA 20147
Office Ph: 888-419-0001
Fax: 703-589-1493
Cell: 703-994-9565

Quote # MLAPQ13629
Date 10/18/24
Sales Rep. George Blevins
Customer's PO No:
Shipping Method: Common Carrier
Terms

Bill To:

Showell Park
 c/o Worcester County P&R
 6030 Public Landing Road

Ship To:

Showell Park
 c/o All Recreation

PO and Net 30

Snow Hill MD 21863

Attn: Jacob Stephens

Phone: 443-783-9181

Fax:

Email: jstephens@co.worcester.md.

Attn:

Phone:

Fax:

Email:

Qty	Item No.	Description	Unit Price	Ext. Price
<p>This proposal is for Worcester County P&R (GOVMVMT ID #526001064) and pricing is as per BCIBurke GOVMVMT Contract #4400011454 as assigned to All Recreation of Virginia Inc.</p>				
2	Burke	580-0183	PVC LC STAT METAL DOME	\$758.00 \$1,516.00
1		Discount	GOVMVMT Discount on BCI Burke Equipment.	-\$106.12 -\$106.12
1		Installation	To intstall BCI Burke Equipment.	\$430.00 \$430.00
1		Freight	Freight for BCI Burke Equipment.	\$530.20 \$530.20
SubTotal				\$2,370.08
OPEN MARKET				
2	Superior	Shade	Multi Dome T-Cantilever Shade: 42' Length x 9' Width x 9' Entry Height. (3) Embedded Columns	\$10,190.00 \$20,380.00
1		Drawings	MD Engineer Sealed Drawings	\$1,250.00 \$1,250.00
1		Installation	To install shades & remove all footing spoils off site. Includes Dumpsters.	\$13,565.00 \$13,565.00
1		Freight	Freight for Open Market Items.	\$2,882.61 \$2,882.61

Note

Shades going in positions A & B in attached top view.

COLORS

Receptacles: _____

Shade Frame: _____

Shade Fabric: _____



All Recreation of Virginia, Inc.
20609 Gordon Park Square
Suite 190
Ashburn, VA 20147
Office Ph: 888-419-0001
Fax: 703-589-1493
Cell: 703-994-9565

Quote # MLAPQ13629
Date 10/18/24
Sales Rep. George Blevins
Customer's PO No:
Shipping Method: Common Carrier
Terms

Bill To:

Showell Park
c/o Worcester County P&R
6030 Public Landing Road

Snow Hill MD 21863

Attn: Jacob Stephens

Phone: 443-783-9181

Fax:

Email: jstephens@co.worcester.md.

Ship To:

Showell Park
c/o All Recreation

Attn:

Phone:

Fax:

Email:

PO and Net 30

SubTotal	\$40,447.69
Sales Tax	\$0.00
Freight	\$0.00
Total	\$40,447.69

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

Authorized All Recreation of VA, Inc. Signature

Printed Name of Authorized All Recreation of VA

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

Authorized Customer Signature

Printed Name of Authorized Customer

____/____/____
Date

Tax Exempt Number

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

BURKE BUILT QUALITY



Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:

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

DIRECT-BOLT CONNECTION SYSTEM:

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

EZKONNECT® DECK MOUNTING SYSTEM:

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

PLATFORMS:

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

TAMPER-RESISTANT STAINLESS STEEL HARDWARE:

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

PREMIUM POWDER COATINGS:

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

COMPOUND PLASTICS WITH UV-20:

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

CLIMBING CABLES:

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

ALUMINUM CONNECTORS:

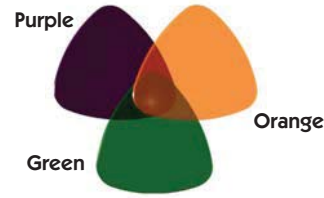
Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

COLORS THAT MOVE YOU

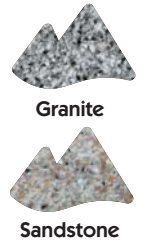
POWDER COAT PAINT



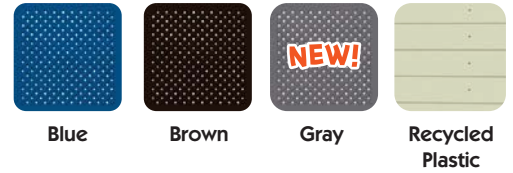
SOLIS HUE TOPPERS



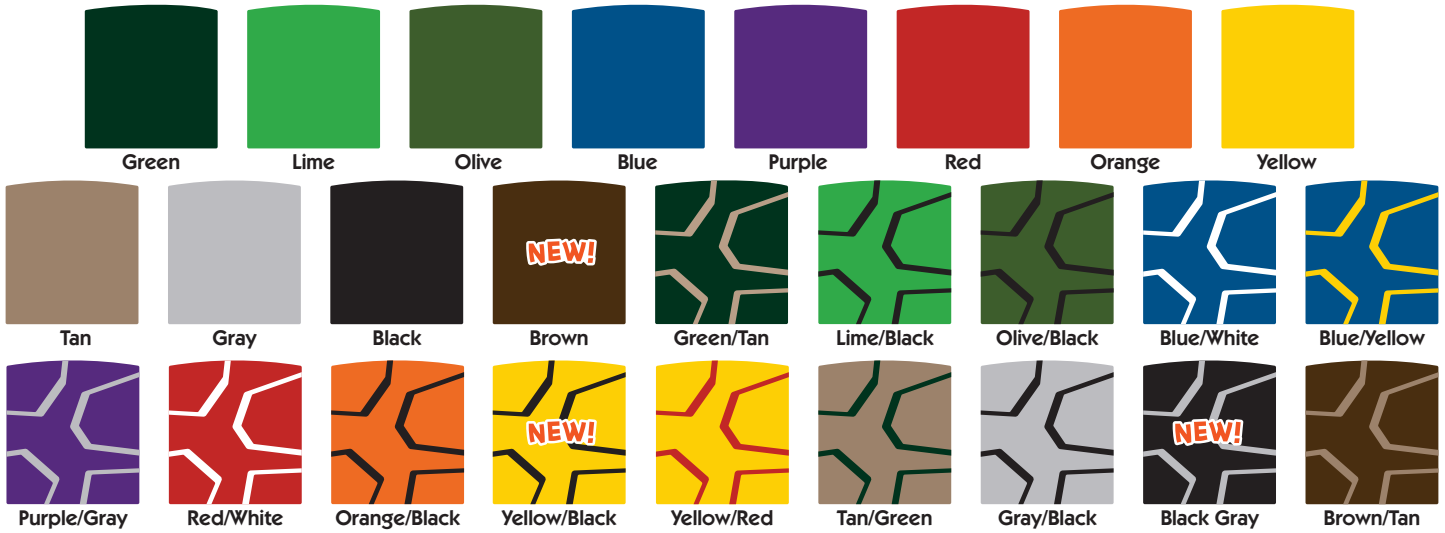
ROCKIT CLIMBERS



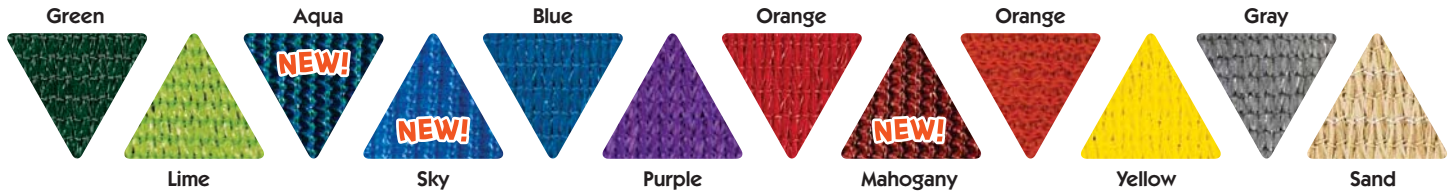
PLATFORMS



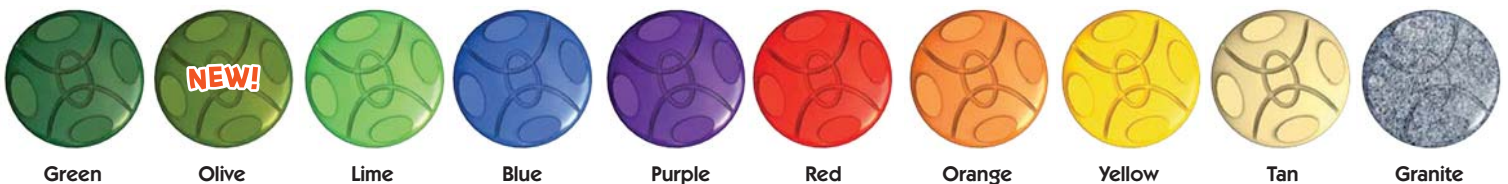
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

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

We stand behind our products.

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

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

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

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

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

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

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

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

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

Terms of Sale

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

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

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

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

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


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

01/2023



Showell Park

Item 5

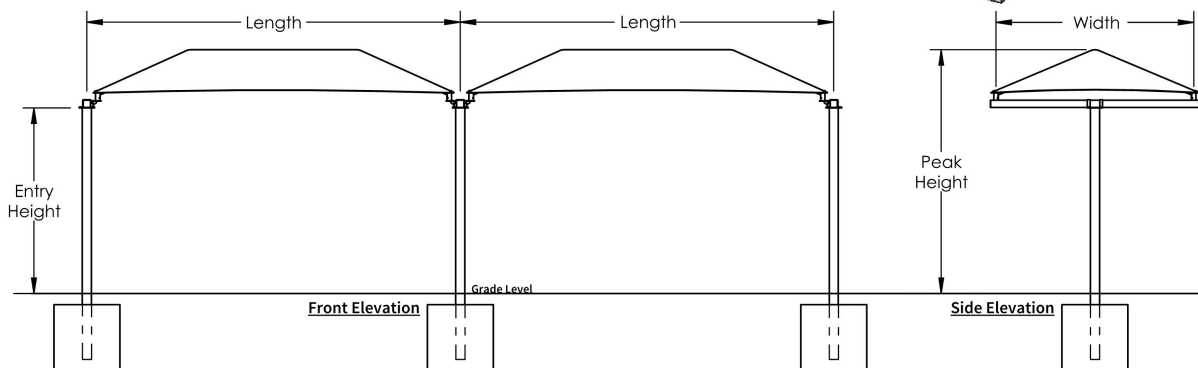
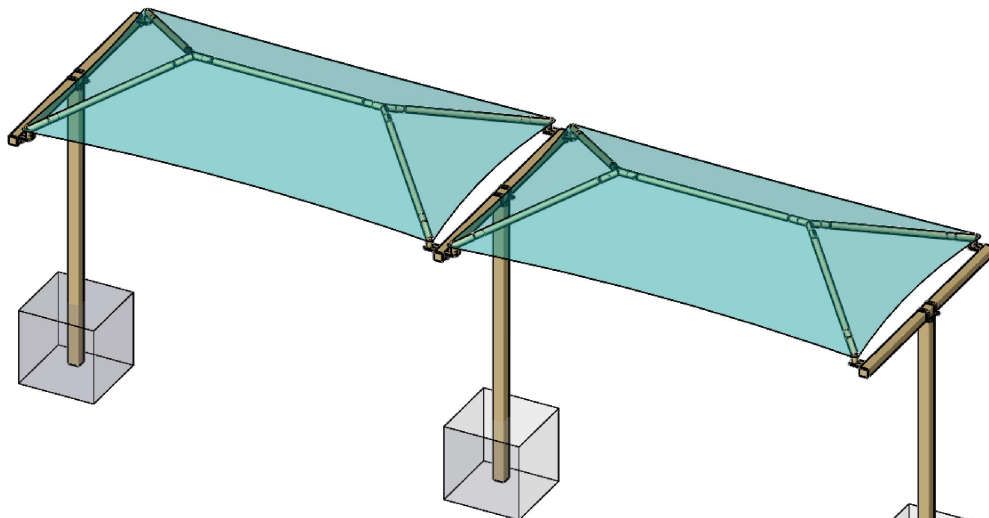


Showell Park, Berlin, MD 21811

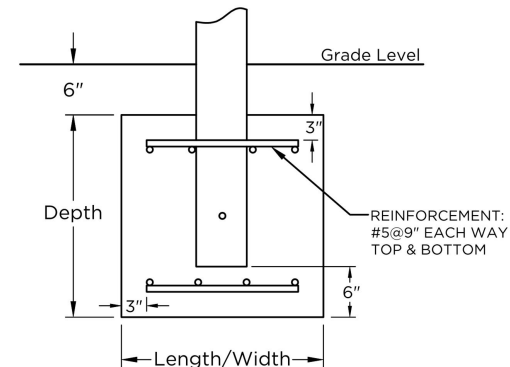
Save to project

Multi-Dome Tee Cantilever Hip Shade

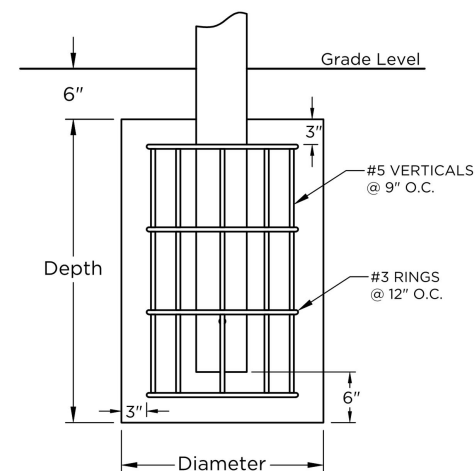
Length	21'	Width	9'	Entry Height	9'
Peak Height	10.82'	Elbow	Glide	Column Mount	Embedded
Column Size	Ø5.0" 7-Ga	Rafter Size	Ø2.875" 12-Ga	Ridge Size	Ø2.875" 12-Ga
Column Length	12'	Rafter Length	6.4'	Ridge Length	12.66'
Dome Qty.	2	Column Qty.	3	Beam Size	4"x4"x3/16"



Square Footing		
Column	Length & Width	Depth
Single Cap	2.46	3
Double Cap	2.706	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	4.63	Out of range
2'-6"	Out of range	3.26
3'-0"	Out of range	Out of range



SuperiorShade

QUOTE
88140
QUO0292692

SHADE SIZE
21 X 9

SHADE STYLE
Multi-Dome Tee Cantilever
Hip Shade

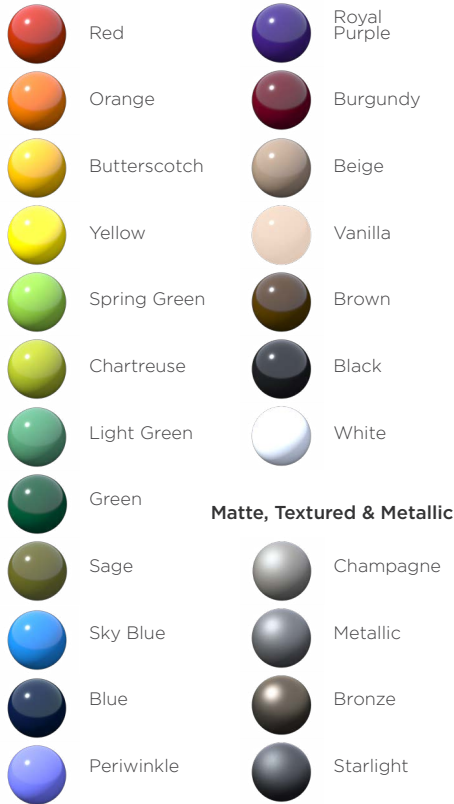
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Color Options

Frames

Backed by a [5-year limited warranty](#).

Gloss



RainGuard[®] Waterproof Shade Fabric

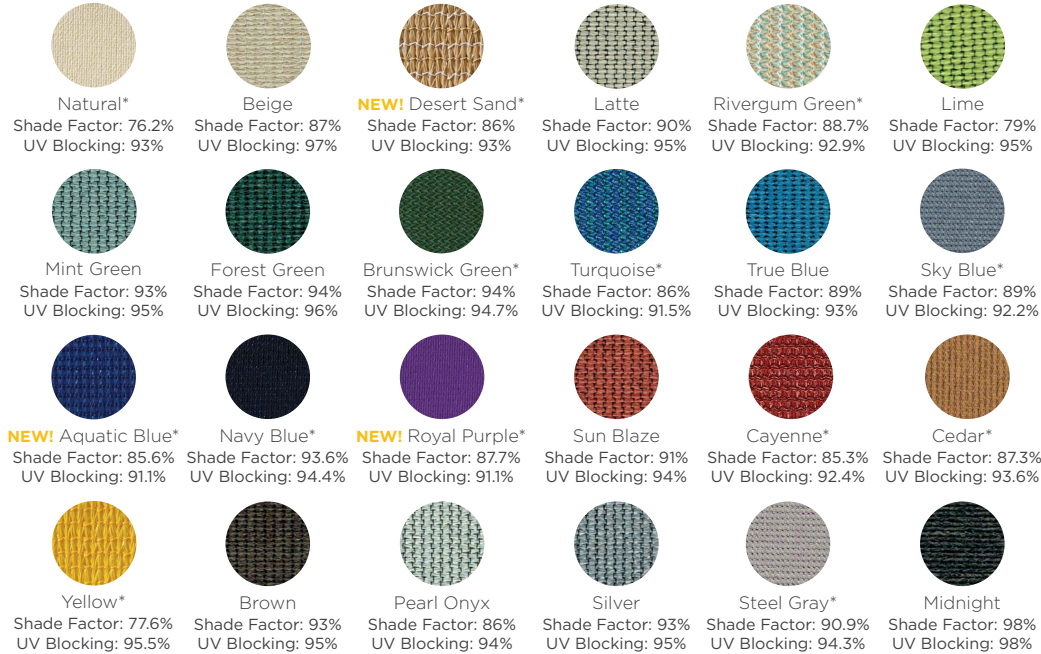
For our Single Post Waterproof Umbrella.

Backed by a [10-year limited warranty](#).



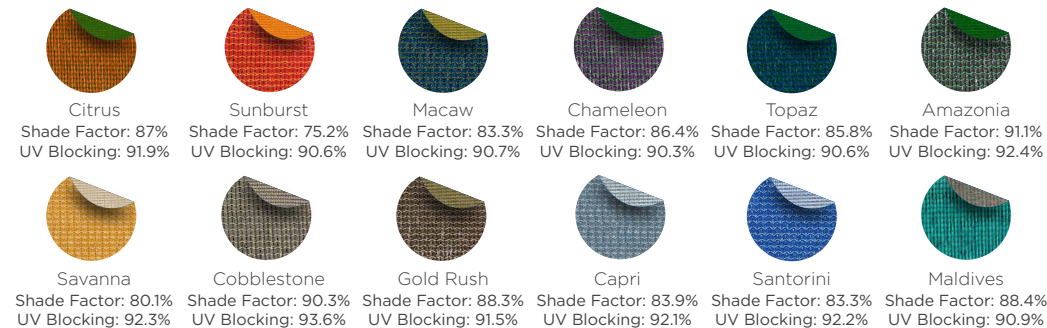
Traditional Fabric

This selection of fabric colors are California Fire Marshal certified, fire retardant, and pass the NFPA 701 or ASTM E84 tests. Colors marked with an asterisk are available as both flame retardant and non-flame retardant. Backed by a [10-year limited warranty](#).



Dual Shade Fabric

Available for an upcharge for our Hypar Umbrella, Triangle Sail, and Hyperbolic Sail. Backed by a [10-year limited warranty](#).



2 REASONS TO CHOOSE FLAME RETARDANT FABRIC

① Helps meeting appropriate federal, state, and local building codes.

② Permanent and reliable flame retardant properties, as opposed to fabrics treated with FR additives in a post-production application.

Shade Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

LW Lifetime* Warranty on stainless steel hardware

20 20-Year Limited Warranty on framework

10 10-Year Limited Warranty on fabric

5 5-Year Limited Warranty on powder coat

1 1-Year Limited Warranty on cables

1 1-Year Limited Warranty on materials not above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and wind-storms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Limited Warranty: Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX® MEHATOP F 1 waterproof fabric carry a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors red and yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

Policies

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information please call 1.800.327.8774.

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

THINGS TO AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric or fireworks near the fabric..

SLACK CABLE IN CANOPY: Canopies with loose cables can fail.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. Canopy cables that are not maintained at optimum tension will be subject to shorter lifespans and potential failures earlier than our recommend cable replacement scheduling. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

Superior[®]Shade

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down. It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape. When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

Material Specifications, Warranty, and Policies

Material Specifications

Fabric

- Shade fabric is made of UV stabilized cloth manufactured by Alnet Americas or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

Alnet Americas Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828 lbf (ASTM 3786)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9' 10"
Roll Length	150'
Roll Size	63" x 16 ½"
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77°
Max. Temperature	+167°

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Rivergum Green	88.7%	92.9%
Sky Blue	89%	92.2%
Navy Blue	93.6%	94.4%
Turquoise	86%	91.5%
Yellow	77.6%	95.5%

To view a complete list of fabrics, please reference the Color Options page of our catalog by clicking [here](#).

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread - 1200 Denier or equal
- Chain stitch thread - 2400 Denier or equal

Steel Tubing

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

Superdurable Powder Coat and Primer

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60°	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtoV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft ² /lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

Welds

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

Sewing

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

Installation Hardware

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

Concrete

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:
 1. 28 Days Strength F'c = 2500 psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150

CONCRETE CONTINUED ON NEXT PAGE

5. Aggregate shall conform to ASTM C-33

- All reinforcement shall conform to ASTM A-615 grade 60
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80° F, the contractor may have mix accelerators and hot water added at the batch plant (see table)
- The contractor shall not pour any concrete when daily ambient temperature is below 55° F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

Footings

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

SHADE

BY SUPERIOR RECREATIONAL PRODUCTS

Shade Structure Material Specifications

FABRIC SPECIFICATIONS

- Shade fabric is made of UV stabilized cloth manufactured by ALNET or approved equal.
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind.
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut.
- Burst strength of 828 lbf (ASTM 3786).
- Cloth meets fire resistance tests as follows:

Alnet Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

FABRIC PROPERTIES

STRETCH	STENTORED
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828
Fabric Weight (oz/sqFT)	avg 1.02 to 1.07
Fabric Width	9'-10"
Roll Length	150'
Roll Size	63" x 16.5"
Weight	120 lbs.
Life Expectancy	10 years
Fading	Minimum fading after 6 years, 3 years for red and yellow
Temperature	-77 degrees
Maximum Temperature	+167 degrees

Continued on Page 2

- Shade protection and UV screen protection factors are as follows:

SHADE PROTECTION AND UV BLOCK OUT

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Black	98%	97%
River Gum Green	95%	92%
Sky Blue	95%	94%
Navy Blue	96%	95%
Turquoise	94%	94%
Yellow	76%	94%
Cream	74%	92%

THREAD

- Shall be 100% expanded PTFE fiber which carries a 10 year warranty that is high strength and low shrinkage.
- Shall have a wide temperature and humidity range.
- Abrasion resistant and UV radiation immunity.
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution.
- Lockstitch thread - 1200 Denier or equal.
- Chain stitch thread - 2400 Denier or equal.

STEEL TUBING

- All fabricated steel must be in accordance with approved shop drawings and calculations.
- All steel is cleaned, degreased or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer’s specifications.
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5”-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below.
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted.
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted.
- Plate products shall comply with ASTM A-36.

SUPERDURABLE POWDER COATING & PRIMING

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit.
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.

- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating.
- Powder used in the Superdurable powder coat process shall have the following characteristics:

CHARACTERISTICS

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft ² /lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

- Superdurable powder coating shall meet the following tests:

TESTS

ASTM	Gloss at 60 Degree	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtoV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

- Application criteria:

APPLICATION CRITERIA

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

WELDING

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications.
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel.
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings.
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire.
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable.
- All fillet welds shall be a minimum of ¼" unless otherwise noted.
- All steel shall be welded shut at terminations to prevent internal leakage.

- Internal weld sleeving is not acceptable.
- On-site welding of any component is not acceptable.

SEWING

- On-site sewing of a fabric will not be accepted.
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load.
- The perimeters that contain the cables shall be double lock stitched.

INSTALLATION HARDWARE

- Bolt and fastening hardware shall be determined based on calculated engineering loads.
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2.
- Upon request, Stainless Steel hardware shall comply with ASTM A-304.
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized.

CONCRETE

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality.
- Concrete specifications shall comply in accordance with, and detailed as per plans as follows:
 1. 28 Days Strength F'c = 2500 psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150
 5. Aggregate shall conform to ASTM C-33
- All reinforcement shall conform to ASTM A-615 grade 60.
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice.
- Whenever daily ambient temperatures are below 80° Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (see table).

- The contractor shall not pour any concrete when daily ambient temperature is below 55° Fahrenheit.

TEMPERATE

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
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Below 70°	3%	High Early (non calcium)

FOOTINGS

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer.
- All anchor bolts shall be zinc plated unless specified otherwise.
- Footing shall be placed in accordance with and conform to engineered specifications and drawings.

Shade Warranty

GENERAL CONDITIONS

The warranty set forth shall be the purchaser's sole and exclusive warranty. All warranties below are effective from the date of delivery by Superior Shade, its subsidiaries, or agents. Superior Shade reserves the right to repair or replace any item covered by this warranty.

- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- 1 year limited warranty on all moving parts and any item not specifically listed above.

THREAD

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a 10 year warranty. This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water. All other warranties disclaimed.

FABRIC

Superior Shade fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors Red and Yellow are warranted against significant fading for only two years.*

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade or its agents.

This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening apparatus is not secured accordingly.

Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

STEEL STRUCTURE

The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of five years.

Structures are warranted for winds up to 90 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below.

This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

SUPERDURABLE POWDER COAT FINISH

The limited warranty for powder coating provides for the following after a five year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of < 7.5 units for high chroma colors, (Yellows, Reds, Oranges, Etc.) and a ΔE of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

ACTS OF NATURE

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain, or tornadoes. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

Appendix A: Proper Care, Maintenance, and Safe Removal of the Shade Canopy

AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be

removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down.

It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape.

When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

All Recreation of Virginia, Inc - Terms of Sale

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

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

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

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

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

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

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

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

Installation Terms:

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

Standard Services Include:

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

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

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

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

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

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

Building Permits

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

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

Other Notes:

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

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

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

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

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

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

All Recreation Supplemental Warranty

On All Recreation playgrounds installed Burke playgrounds

Customer Name

Project Name

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

*See BCI Burke Warranty for further details



Example

Date

All Recreation Representative



Item 5

Your Premier
Recreational
Products Partner

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

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



Bringing you the best outdoor recreational products for over 30 years



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



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



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



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



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



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

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www.allrec.com



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MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: December 3, 2024
RE: Recommendation to Award – Housing Study

The Department of Development, Review and Permitting along with the County's Procurement Officer is recommending the County award the Housing Study project to Matrix Design Group, Inc. Proposals were due and opened on Tuesday, November 12, 2024. Two proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from Matrix Design Group, Inc., represents the best value to Worcester County. The total contract award amount is \$49,900.

The County has received grant funding in the amount of \$50,000 for these services in account 100.1008.6180.040 - Housing Rehabilitation Program CDBG Housing Rehab Grant.

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

Table with 5 rows: Worcester County Housing Study, November 12, 2024 at 2:30pm, Request for Proposals Tabulation Sheet, Respondent's Name(s):, Matrix Design Group, Inc., RKG Associates, Inc.



WORCESTER COUNTY, MARYLAND

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

Weston Young
 Chief Administrative Officer

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

CONTRACT

THIS CONTRACT, made on December 3, 2024, between the County Commissioners of Worcester County, Maryland ("County"); and Matrix Design Group, Inc. ("Successful Vendor").

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

1. Successful Vendor will commence and complete the WORCESTER COUNTY HOUSING STUDY.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$49,900 (forty-nine thousand nine hundred dollars and no cents).
5. The term 'Contract Documents' means and includes the following:
 - a. This Contract
 - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
 - c. Advertisement
 - d. Section I: Introduction
 - e. Section II: General Information
 - f. Section III: General Conditions
 - g. Section IV: Proposal Specifications
 - h. Form of Proposal
 - i. References
 - j. Exceptions
 - k. Individual Principal
 - l. Vendor's Affidavit of Qualification to Bid
 - m. Non-Collusive Affidavit
 - n. Addendums 1 & 2
 - o. Successful Vendor's Completed Proposal 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**

Anthony W. Bertino, Jr.
President
Date:

WITNESS:

**CONTRACTOR:
MATRIX DESIGN GROUP, INC.**

By:
Title:
Date:

Administration

LOUIS H. TAYLOR
Superintendent of Schools

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

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

VINCENT E. TOLBERT, CPA
Chief Financial Officer

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



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

Board Members

TODD A. FERRANTE
President

WILLIAM E. BUCHANAN
Vice-President

KATIE A. ADDIS

JON M. ANDES, Ed.D.

WILLIAM L. GORDY

ELENA J. MCCOMAS

DONALD C. SMACK, SR.

November 21, 2024

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

Dear Mr. Young:

On Thursday, November 14th, bids were solicited for the replacement of the deteriorating pole lights at Stephen Decatur Middle School. These light poles, which illuminate the parking lot, have been identified as structurally compromised due to rust and need immediate replacement to ensure safety and functionality. A total of four bidders responded to the request, with ADEX Electric submitting the lowest bid of \$77,738.00. The bidding process was conducted in accordance with established procurement policies, ensuring a competitive and transparent evaluation. ADEX Electric's proposal not only met all specified requirements but also presented the most cost-effective solution for this critical infrastructure upgrade.

Given the condition of the existing poles and their importance in maintaining a safe environment for both students and staff, the Board of Education formally requests the allocation of \$77,738.00 from the construction funds earmarked for the renovation and addition of Stephen Decatur Middle School. These funds will cover the complete replacement of the failing light poles, ensuring the parking lot is adequately illuminated and meets safety standards. This investment is crucial to address an immediate need within the school's facilities. Replacing the light poles will not only mitigate potential hazards but also support the broader efforts to enhance and modernize the infrastructure of Stephen Decatur Middle School. The estimated life of the replacement poles is 20-30 years. Upon approval of the County Commissioners to utilize \$77,738 of the remaining Stephen Decatur Middle School bond proceeds to fund this project, the recommendation for bid approval of this project will be presented to our Board of Education.

We deeply appreciate your continued support of the Worcester County Public School System. Should you have any questions or concerns, please contact me.

Sincerely,

Louis H. Taylor
Superintendent of Schools

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



Worcester County Government

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

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: November 24, 2024
RE: Revised School Resource Deputy MOU

At the November 6th commissioners' meeting, the memorandum of understanding (MOU) for the school resource deputy program was pulled to make minor changes. The revised MOU is attached for your consideration and approval.

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE DEPUTY (SRD) PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the Worcester County Board of Education, Worcester County Public Schools, (hereinafter WCPS), Worcester County Sheriff's Office, (hereinafter WCSO) and the Worcester County Commissioners; collectively the "Parties".

WHEREAS the Parties have agreed to work collaboratively to provide a School Resource Deputy program for the benefit of WCPS, its students, staff, parents, and citizens of Worcester County, and in compliance with the Maryland Safe to Learn Act of 2018. NOW, THEREFORE, the Parties agree as follows:

I. MISSION STATEMENT

The School Resource Deputy (SRD) program provides the WCPS with valuable law enforcement resources to ensure the safety and security of students, staff, and visitors in schools and on school premises. The partnership between WCPS and WCSO promotes an environment where education, student and staff well-being are the primary focus every day.

II. INNOVATIVE APPROACHES TO CHANGING SCHOOL ENVIRONMENTS

The experience of SRDs as Deputy Sheriffs, combined with their specialized training focused on working in a school setting, puts them in a unique position to enhance safety and security of WCPS by engaging with students and staff on a regular basis. As sworn law enforcement officers, SRDs serve as mentors for students and a resource for school staff.

The WCPS Student Code of Conduct is the primary means for addressing student conduct, and it is the responsibility of the School Administrator to administratively resolve any violations of the Student Code of Conduct of the WCPS.

The WCSO and its SRD's retain lawful authority to investigate crimes and delinquent acts, effect arrests and employ other alternative interventions for criminal violations and delinquent acts.

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- A. WCPS Staff: Any individual(s) working on a full-time, part-time, or contractual basis for the WCPS to contribute to the functioning of its school system. These individuals include but are not limited to administrators, principals, teachers, counselors, nurses, support staff, bus drivers, coaches, and maintenance personnel.

- B. School Resource Deputy: A Deputy Sheriff of the Worcester County Sheriff's Office who has received specialized training in school resource duties and has been assigned to those duties by the WCSO. SRD may also include other Deputy Sheriffs of the WCSO who respond to calls for service and become involved in investigations arising out of events at WCPS.

IV. SRD SELECTION & ASSIGNMENT

- A. SRDs are employees of the WCSO, and the selection of the SRD's by the Sheriff is a critical aspect of the program. The WCSO shall determine SRD assignments taking into consideration the unique needs of each school. The WCSO shall have sole discretion in the selection and assignment of SRD's and shall attempt, to the extent possible, to select Deputy Sheriffs who have demonstrated the skills necessary to work with youth, school staff and the public.
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- C. All SRDs must be certified through the Maryland Center for School Safety (MCSS) training program as required by Maryland law.

V. ROLES & RESPONSIBILITIES

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1. Collaborate with WCPS staff working in WCPS facilities.
 2. Facilitate positive interactions with students and staff.
 3. Serve as the liaison between the WCSO and students, parents, staff, and the school community.
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 7. Maintain competency in assigned duties by attending training relevant to his/her assignment as an SRD.

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 - a. Threat Assessments to include both initial and return to school assessments
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 - f. Matters that have impacted or could potentially impact school and student safety.
10. Participate in the planning process for all large events at the school.
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12. Respond to health and safety emergencies on school premises.
13. Investigate all crime and delinquent acts occurring on school premises or committed by a student and serve as the main point of contact for calls for law enforcement service that originate from WCPS.
14. Witness unscheduled administrative searches conducted by WCPS staff.
15. Perform searches and seizures only as permitted by Maryland law.
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19. Maintain high visibility by actively patrolling Worcester County public schools.
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21. Confer with WCPS staff a minimum of two (2) times per day to share information and discuss any issues that have occurred as described in this memorandum of understanding.

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1. Provide a safe, supportive learning environment where students are encouraged to grow emotionally, socially, and intellectually.
2. Ensure that the WCPS Student Code of Conduct is disseminated to students and parents at the start of every school year.

3. Promptly report to SRD's all crimes, delinquent acts, and violations of the WCPS Code of Conduct as outlined in the WCPS Administrator's Guide to Offense Codes "required external notifications" coming to their attention whether occurring on or away from the school premises.
4. Communicate the role and responsibilities of the SRD to all WCPS staff, and students.
5. Confer with SRD's a minimum of two (2) times per day to share information and discuss any issues that have occurred as described in this memorandum of understanding.
6. As needed, meet with the SRD Supervisor to facilitate communications between WCPS staff and the WCSO.
7. Provide feedback to the SRD Supervisor(s) regarding the SRD's performance.
8. Lead all WCPS threat assessments.
9. Request the presence of an SRD to act as a witness during all unscheduled administrative searches.
10. Provide the SRD with appropriate workspace, furniture, telephone, computer equipment, printer, and location for secure firearms storage at each school, and when possible, in a secure area to maintain confidentiality.
11. Appear in court when notified.
12. Provide statements as requested and cooperate with law enforcement during investigations.

C. SRD Supervisor(s)

1. Assign, schedule, train, supervise, and evaluate SRD performance.
2. Ensure that each SRD completes mandated School Resource Officer training as prescribed by Maryland law.
3. Implement and enforce WCSO policies and procedures.
4. Meet with their SRDs regularly at schools to observe their performance of duty.
5. Ensure that appropriate staffing for each school is provided, when possible, if an assigned SRD is absent.
6. Assist in resolving conflicts between the SRD and WCPS Administration in circumstances where there is disagreement regarding policy, procedures, or terms of this memorandum of understanding.

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- A. All complaints concerning SRD job performance shall be directed to the Commander of the WCSO School Resource Division. The WCSO shall investigate all complaints made against an SRD in accordance with WCSO policy and Maryland law.

- B. All complaints concerning WCPS staff job performance shall be directed to the WCPS Chief Safety Officer. The WCPS Chief Safety Officer shall investigate all complaints made against WCPS staff in accordance with WCPS policy and Maryland law.
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The Family Education Rights and Privacy Act (FERPA) allows schools to disclose "directory" information as defined in 34 CFR Part 99 without parental consent and allows schools to disclose information without parental consent in cases where it has been determined that disclosing that information is necessary to address health and safety emergencies in accordance with FERPA.

- A. WCPS shall provide student information without parental permission and consent to SRD's if:
 1. The information is considered "directory information"
 2. Access to that information is necessary to protect the health or safety of a student or other person in an emergency situation, or
 3. The WCSO presents WCPS with a search warrant, subpoena, or other valid court order requiring the release of student records.
- B. WCPS shall NOT make notification to parents/guardians when student information is shared with law enforcement if:
 1. Law enforcement determines it necessary to protect children in cases of alleged child abuse or neglect, or
 2. When dictated by a judicial order.

VIII. LAW ENFORCEMENT ACCESS TO WCPS SECURITY CAMERAS

- A. WCPS shall grant SRD's access to the security cameras, stored video images and recordings through computer systems maintained by the WCPS with the ability to view live streaming from cameras.
- B. WCPS shall grant law enforcement access to stored video images and recordings through computer systems maintained by the WCPS.

- C. All video images and recordings are the property of WCPS, and only WCPS personnel may download images and recordings or make copies of the images and recordings.
- D. Whenever law enforcement requires a copy of the images/recordings, a request must be made to the WCPS Coordinator of Safety. The WCPS Coordinator of Safety shall fulfill the request in a timely manner or as required by law..

IX. BODY WORN CAMERAS (BWC)

- A. Maryland law requires the WCSO to deploy body-worn cameras to be worn by Deputy Sheriffs who regularly interact with citizens. SRDs shall utilize issued BWCs as required by, and in compliance with Maryland law and applicable WCSO policies.
- B. Upon request from the WCPS School Safety Manager, WCSO shall allow WCPS staff, for administrative purposes, to view audio/video recordings of incidents/events that occurred in WCPS facilities or on WCPS property.

X. QUESTIONING of STUDENTS

- A. SRD's shall conduct questioning of students in accordance with Maryland law. A school official should be present during any questioning of students when the questioning by law enforcement is being conducted on WCPS property.
- B. Questioning of students shall not be conducted on school premises unless:
 1. In connection with a crime or delinquent act committed on the premises, or
 2. In connection with a law enforcement investigation which, if not immediately permitted, would compromise the success of that investigation, as determined by law enforcement or
 3. In connection with a law enforcement investigation which, if not immediately permitted, would endanger the lives or safety of the students or other persons as determined by law enforcement.
 4. In connection with an investigation involving suspected child neglect or suspected child abuse under Maryland law, in which case WCPS shall permit personnel from the local department of social services and/or law enforcement to question a student on school premises during the school day.
- C. Except as provided in "D" below in this section, whenever investigative questioning of students is permitted on the premises, WCPS staff shall promptly advise the parent or guardians and the Superintendent of the nature of the investigation and such other details as may be required.

- D. WCPS staff shall NOT notify parent(s) or guardian(s) of investigations or questioning of students:
1. When the parent(s) / guardian(s) are suspects in allegations of child neglect and/or child abuse of a student, or
 2. When the parent(s) / guardian(s) are suspects in any criminal investigation.
- E. In the absence of an arrest, WCPS staff may not authorize the removal of a student from school for the purpose of investigative questioning without the consent of the parent or guardians, except as provided below:
1. A student may be removed from school premises if that student is a suspected victim of child abuse or neglect and the local department of social services has guardianship of the child or a court order to remove the child;
 2. The Superintendent or the Superintendent's designee shall ensure that prompt notification of a student's removal from school under this section is made to the student's parent(s) or guardian(s).

XI. SRD INTERVENTIONS

As a result of a criminal investigation, the SRD shall utilize appropriate law enforcement interventions to include custodial arrest, non-custodial interventions, and referrals to outside resources, and mental health services. SRD's shall comply with the criminal charging guidelines found within the WCSO policies and procedures.

A. Non-Custodial Intervention

SRD's have the ability to use other resources for juveniles below the age of criminality. These intervention options may be used at any age level, or in combination with custodial arrest situations and include:

1. CINS referral
2. Emergency Petition
3. Peace Order
4. Extreme Risk Protective Order
5. Juvenile Referral to Department of Juvenile Services (WCSO Form 87 - Request for Juvenile Charges)
6. Referral to the Worcester County Bureau of Investigation (WCBI)
7. Referral to Children's Advocacy Center (CAC)
8. Referral to Office of the State's Attorney

B. Custodial Arrest(s)

1. Arrests on school premises for offenses that did not occur on school grounds or during school hours must be coordinated with the WCPS Coordinator of Safety. Arrests shall be made consistent with WCSO policy and Maryland law.
2. When possible and appropriate, arrests should be made during non-school hours and away from the school premises. Arrests on school premises during school hours shall be effectuated in such a manner as to avoid both embarrassment to the student being arrested and without jeopardizing the safety and welfare of other students.
3. School Administrators may not permit questioning of a student under arrest on the school premises and shall request the arresting SRD to remove the student from the premises as soon as practicable after the arrest is made. This excludes matters of exigency or threats to public safety as determined by the SRD.
4. When an arrest on school premises during school hours is necessary, the School Administrator shall ascertain the facts from the arresting SRD which will enable the School Administrator to fully advise the parent or guardians and other school officials of the nature of the charge, the identity of the arresting SRD, and the location of the student.
5. When an arrest has taken place on school premises or during school hours, every effort shall be made by school officials to inform the parent(s) or guardian(s) immediately and thereafter promptly to advise the WCPS Superintendent.

XII. K-9 SCANS

WCSO shall perform no less than monthly K-9 scans of the school buildings and parking lot areas. WCPS shall rely solely on the WCSO for scheduling the appropriate K-9 teams and allied agency requests for assistance. All scans shall be coordinated through the WCPS Coordinator of School Safety and Security. To maintain operational integrity, knowledge of time, date, and location of K-9 scans shall be only distributed to senior administrative individuals for the purpose of preventing scheduling conflicts.

XIII. REPORTS

- A. The WCSO shall submit reports to the Board of Education detailing statistics of all SRD Investigations, arrests, referrals for charges, and citations. These reports shall be submitted annually or upon request. Reports redacted of personal identifying information shall be distributed to the County Commissioners.
- B. The WCPS shall submit the "Monthly Board Report" as required. The monthly board reports shall be forwarded to the County Commissioners with necessary personal identifying information redacted.

XIV. INDEMNIFICATION

- A. Subject to the provisions of the Local Government Tort Claims Act and the Maryland Tort Claims Act as applicable, and the provisions of the Maryland Education Article, with its limitations and immunities, all parties to this Agreement shall mutually defend, indemnify, and hold harmless the other for negligence claims, which may arise out of the negligent acts of their respective employees or agents, including those brought by third parties. The County's indemnification is also subject to the County's appropriation of funds.
- B. Additionally, all parties shall cooperate, consistent with law, with the other in the defense against third party claims or suits arising out of any activities undertaken under the authority of this MOU. Nothing in this agreement shall be read to in any way to waive or alter the obligations, liabilities, privileges, immunities, or defenses of either party.
- C. Nothing in this Agreement is intended to in any way impact or minimize any immunities, privileges, or exemptions from liability that police officers of this State are entitled to under applicable federal, state, or local law.

XV. TERM OF MEMORANDUM

This memorandum shall continue from the date of the final authorized signature of this MOU for a period of one (1) year. This agreement may be reopened based on circumstances or changes in legal requirements at the request of any of the parties.

XVI. TERMINATION

Any party may terminate this Memorandum by serving written notice upon the other parties at least sixty (60) days in advance of such termination.

XVII. COMPLETE AGREEMENT

This memorandum is the complete agreement of all parties; it may be amended or modified only in writing, and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

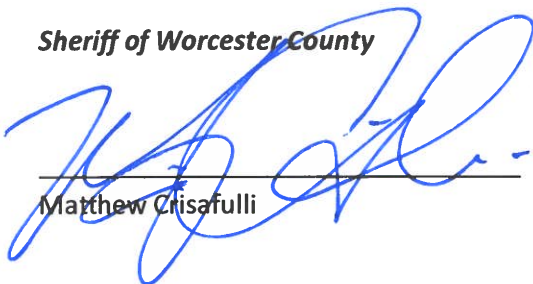
XVIII. SIGNATURES

President of the Worcester County Commissioners

Anthony W. Bertino, Jr.

____/____/____
Date

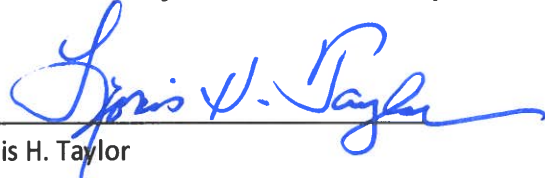
Sheriff of Worcester County



Matthew Crisafulli

11 / 22 / 24
Date


Superintendent of the Worcester County Public Schools



Louis H. Taylor

11 / 20 / 24
Date

President of the Worcester County Board of Education


Todd A. Ferrante

11 / 22 / 24
Date

TO: Mr. Weston Young
Chief Administrative Officer

FROM: Lt. Robert Trautman
School Resource Division - Commander

DATE: October 28, 2024

SUBJECT: School Resource Deputy MOU

On behalf of Sheriff Matthew Crisafulli and the Worcester County Board of Education, we are requesting the renewal of the Memorandum of Understanding (MOU) for the School Resource Deputy Program. Attached, you'll find the MOU signed by Sheriff Crisafulli and Superintendent Taylor.

If everything is in order, we kindly request President Bertino's signature to finalize the agreement for the 2024-2025 Worcester County Public Schools session.

We appreciate your consideration in adding this item to the agenda for the next Commissioner's Meeting.

Thank you for your time and assistance.

PULLED

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE DEPUTY (SRD) PROGRAM**

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- D. Whenever law enforcement requires a copy of the images/recordings, a request must be made to the WCPS Coordinator of Safety. The WCPS Coordinator of Safety shall fulfill the request in a timely manner.

IX. BODY WORN CAMERAS (BWC)

- A. Maryland law requires the WCSO to deploy body-worn cameras to be worn by Deputy Sheriffs who regularly interact with citizens. SRDs shall utilize issued BWCs as required by, and in compliance with Maryland law and applicable WCSO policies.
- B. Upon request from the WCPS School Safety Manager, WCSO will allow WCPS staff, for administrative purposes, to view audio/video recordings of incidents/events that occurred in WCPS facilities or on WCPS property.

X. QUESTIONING of STUDENTS

- A. SRD's will conduct questioning of students in accordance with Maryland law. A school official should be present during any questioning of students when the questioning by law enforcement is being conducted on WCPS property.
- B. Questioning of students will not be conducted on school premises unless:
 1. In connection with a crime or delinquent act committed on the premises, or
 2. In connection with a law enforcement investigation which, if not immediately permitted, would compromise the success of that investigation, as determined by law enforcement or
 3. In connection with a law enforcement investigation which, if not immediately permitted, would endanger the lives or safety of the students or other persons as determined by law enforcement.
 4. In connection with an investigation involving suspected child neglect or suspected child abuse under Maryland law, in which case WCPS shall permit personnel from the local department of social services and/or law enforcement to question a student on school premises during the school day.
- C. Except as provided in "D" below in this section, whenever investigative questioning of students is permitted on the premises, WCPS staff shall promptly advise the parent or guardians and the Superintendent of the nature of the investigation and such other details as may be required.

- D. WCPS staff shall NOT notify parent(s) or guardian(s) of investigations or questioning of students:
1. When the parent(s) / guardian(s) are suspects in allegations of child neglect and/or child abuse of a student, or
 2. When the parent(s) / guardian(s) are suspects in any criminal investigation.
- E. In the absence of an arrest, WCPS staff may not authorize the removal of a student from school for the purpose of investigative questioning without the consent of the parent or guardians, except as provided below:
1. A student may be removed from school premises if that student is a suspected victim of child abuse or neglect and the local department of social services has guardianship of the child or a court order to remove the child;
 2. The Superintendent or the Superintendent's designee shall ensure that prompt notification of a student's removal from school under this section is made to the student's parent(s) or guardian(s).

XI. SRD INTERVENTIONS

As a result of a criminal investigation, the SRD shall utilize appropriate law enforcement interventions to include custodial arrest, non-custodial interventions, and referrals to outside resources, and mental health services. SRD's shall comply with the criminal charging guidelines found within the WCSO policies and procedures.

A. Non-Custodial Intervention

SRD's have the ability to use other resources for juveniles below the age of criminality. These intervention options may be used at any age level, or in combination with custodial arrest situations and include:

1. CINS referral
2. Emergency Petition
3. Peace Order
4. Extreme Risk Protective Order
5. Juvenile Referral to Department of Juvenile Services (WCSO Form 87 - Request for Juvenile Charges)
6. Referral to the Worcester County Bureau of Investigation (WCBI)
7. Referral to Children's Advocacy Center (CAC)
8. Referral to Office of the State's Attorney

B. Custodial Arrest(s)

1. Arrests on school premises for offenses that did not occur on school grounds or during school hours must be coordinated with the WCPS Coordinator of Safety. Arrests will be made consistent with WCSO policy and Maryland law.
2. When possible and appropriate, arrests should be made during non-school hours and away from the school premises. Arrests on school premises during school hours shall be effectuated in such a manner as to avoid both embarrassment to the student being arrested and without jeopardizing the safety and welfare of other students.
3. School Administrators may not permit questioning of a student under arrest on the school premises and shall request the arresting SRD to remove the student from the premises as soon as practicable after the arrest is made. This excludes matters of exigency or threats to public safety as determined by the SRD.
4. When an arrest on school premises during school hours is necessary, the School Administrator shall ascertain the facts from the arresting SRD which will enable the School Administrator to fully advise the parent or guardians and other school officials of the nature of the charge, the identity of the arresting SRD, and the location of the student.
5. When an arrest has taken place on school premises or during school hours, every effort shall be made by school officials to inform the parent(s) or guardian(s) immediately and thereafter promptly to advise the WCPS Superintendent.

XII. K-9 SCANS

WCSO shall perform no less than monthly K-9 scans of the school buildings and parking lot areas. WCPS shall rely solely on the WCSO for scheduling the appropriate K-9 teams and allied agency requests for assistance. All scans shall be coordinated through the WCPS Coordinator of School Safety and Security.

XIII. REPORTS

- A. The WCSO will submit reports to the Board of Education detailing statistics of all SRD Investigations, arrests, referrals for charges, and citations. These reports will be submitted annually or upon request.
- B. The WCPS will submit the "Monthly Board Report" as required.

XIV. INDEMNIFICATION

- A. Subject to the provisions of the Local Government Tort Claims Act and the Maryland Tort Claims Act as applicable, and the provisions of the Maryland Education Article, with its limitations and immunities, all parties to this Agreement shall mutually defend, indemnify, and hold harmless the other for negligence claims, which may arise out of the negligent acts of their respective employees or agents, including those brought by third parties. The County's indemnification is also subject to the County's appropriation of funds.
- B. Additionally, all parties shall cooperate, consistent with law, with the other in the defense against third party claims or suits arising out of any activities undertaken under the authority of this MOU. Nothing in this agreement shall be read to in any way to waive or alter the obligations, liabilities, privileges, immunities, or defenses of either party.
- C. Nothing in this Agreement is intended to in any way impact or minimize any immunities, privileges, or exemptions from liability that police officers of this State are entitled to under applicable federal, state, or local law.

XV. TERM OF MEMORANDUM

This memorandum shall continue from the date of the final authorized signature of this MOU for a period of one (1) year. This agreement may be reopened based on circumstances or changes in legal requirements at the request of any of the parties.

XVI. TERMINATION

Any party may terminate this Memorandum by serving written notice upon the other parties at least sixty (60) days in advance of such termination.

XVII. COMPLETE AGREEMENT

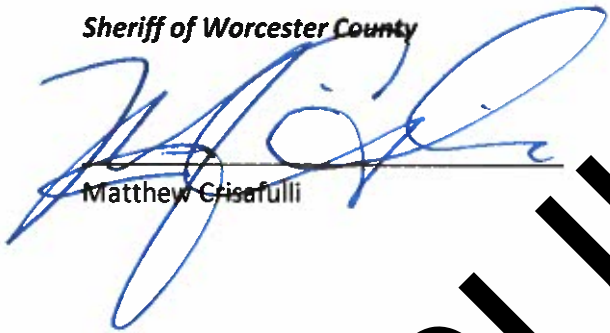
This memorandum is the complete agreement of all parties; it may be amended or modified only in writing, and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

XVIII. SIGNATURES

President of the Worcester County Commissioners

Anthony W. Bertino, Jr.

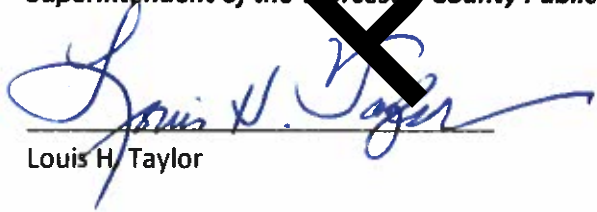
Sheriff of Worcester County



Matthew Crisafulli

____/____/____
09 / 10 / 24
Date

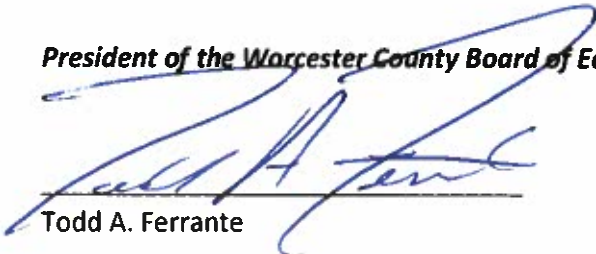
Superintendent of the Worcester County Public Schools



Louis H. Taylor

____/____/____
09 / 16 / 24
Date

President of the Worcester County Board of Education



Todd A. Ferrante

____/____/____
9 / 17 / 24
Date

PULLED



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "R. Mitchell", is placed to the right of the "From:" line.

Subject: **Whole Watershed Act**
Maryland Coastal Bays Program Letter

Date: 11/22/24

When this matter was discussed at the County Commissioner's meeting on 11/19/24, it was requested of the Maryland Coastal Bays Program's (MCB) Executive Director, that he go back to his Executive Board and the Policy Committee for guidance on support for the County's position on their support for the County's stance on the US Wind offshore energy project. This correspondence was to be provided to the Commissioners for their review prior to a decision on a County letter for the Whole Watershed Act grant application. The potential grant funding from that grant program is now budgeted at over \$14MM.

Mr. Smith has conferred with his Executive Board and has talked with some of the Policy Committee members regarding the Program's response. As this was an early packet deadline for the first December meeting, we are not aware of any results from those discussions. We are awaiting receipt of the letter from the Program and that correspondence will be attached.

Attachment

From: [Kevin Smith](#)
To: [Chip Bertino](#); [Joseph Mitrecic](#); [Madison Bunting](#); [Ted Elder](#); [Diana Purnell](#); [Eric Fiori](#); [Caryn Abbott](#)
Cc: [Weston S. Young](#); [Robert Mitchell](#); [Senator Mary Beth Carozza](#); [Hartman, Wayne Delegate](#); [Pat Schrawder](#); [Josh Kurtz](#); [Kevin Atticks](#); [Rebecca Flora](#); [Mayor Zach](#); [R Meehan](#); [Serena McIlwain](#); [R Farr](#); [Hugh Hawthorne](#); [Adam Ortiz](#); [J ONeil](#); [Steven Taylor](#); [Nancy Zeller](#); [Katherine Munson](#); [Josh Davis](#); [Bill Hulslander](#); [Ali Ishaque](#); [Carrie Decker](#); [David Goshorn](#); [Patrick McGettigan](#)
Subject: Whole Watershed Grant Proposal - Request for a letter of Support for Newport Bay
Date: Monday, November 25, 2024 5:20:42 PM
Attachments: [Wor County Ltr of Support for WW Funding 11 25 24.pdf](#)

Dear President Bertino and Worcester County Commissioners,

Attached, please find our response to your request at the County Commissioner's meeting on November 19th. Specifically, you requested that the Maryland Coastal Bays Program survey our Board and Policy Committee members regarding support for the US Wind offshore project in Maryland. We did discuss this with our Board and our Policy Committee Chair but did not survey our Policy Committee members (who are cc'd on this email).

I sincerely hope that this letter sufficiently explains our position regarding the US Wind project and that the Worcester County Commissioners vote to support the proposal for Whole Watershed Act Funding in Newport Bay. We, along with our partners, are working hard to put a highly competitive and comprehensive package together which will be submitted to the Department of Natural Resources on December 3rd. A letter of support from Worcester County will strengthen our position and competitiveness for this funding. Thank you for taking the time to read the attached letter and I look forward to your affirmative vote at the Commissioner's meeting on December 3rd.

Respectfully,

Kevin M. Smith, Executive Director
Maryland Coastal Bays Program
8219 Stephen Decatur Hwy.
Berlin, Maryland 21811
410.213.2297 ex102 (office)
443-564-6285 (cell)



MARYLAND COASTAL BAYS PROGRAM

8219 Stephen Decatur Highway
 Berlin, Maryland 21811
 (410) 213-2297 - PHONE
 (410) 213-2574 - FAX
mcbp@mdcoastalbays.org
www.mdcoastalbays.org

November 25, 2024

Dear President Bertino and Worcester County Commissioners,

I am writing regarding our recent request for a letter of support to accompany our proposal for Whole Watershed Funds from the State of Maryland. Over the past six months, the Maryland Coastal Bays Program has been working collaboratively with local organizations, including Worcester County, to develop a proposal focused on improving the environmental health of the Newport Bay watershed. If funded, this proposal will direct nearly \$15 million towards improvements to stormwater management, stream and marsh restoration and other environmental enhancements.

While the health of most of our Bays has improved over the years, Newport Bay's environmental health has been declining, as documented in our annual Coastal Bays report card. This proposal will specifically address the factors contributing to that decline. If funded, these monies will be directed to the Town of Berlin, local farmers and other landowners in the watershed to address water quality issues and habitat loss. This is a unique, one-time funding opportunity that may not arise again in the future.

At the Worcester County Commissioners meeting on November 19th, the commissioners did not approve the request for a letter of support. Instead, they asked the Coastal Bays Program to seek opposition from its Board and Policy Committee members regarding the US Wind offshore project in Maryland. This request has put the Coastal Bays Program in a challenging position.

The Maryland Coastal Bays Program is a public-private partnership involving federal, state and local stakeholders. For 27 years, we've been an effective and successful mechanism in the protection and restoration of our Coastal Bays. As a diverse body of agencies, municipalities and stakeholders, our partners have differing perspectives on the US Wind project. While some partners support offshore wind energy to reduce negative environmental impacts from continued carbon emissions, others are concerned about offshore wind's impact on the commercial fishery, marine mammals and other aquatic life.

Further compounding the matter, the Coastal Bays Program's study area is limited to the coastal bays, not the broader marine environment. As such, we do not have expertise in oceanography, offshore marine fisheries, or wind turbine technology necessary to take a stance on the US Wind offshore proposal. Our program's strength lies in our scientific research and evidence-based

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decision-making. Actions identified in our environmental management plan follow these protocols before implementation may begin.

Consequently, we do not have the expertise or partnership cohesion to support or oppose the US Wind offshore wind farm proposal. The Maryland Coastal Bays Program understands the County's and the Town of Ocean City's positions. It is certainly your prerogative to oppose the US Wind project, and we support your right to do so. MCBP's position of neutrality does not, in any way, inhibit your pathway to achieving that goal.

It was mentioned during the Commissioner's meeting that the Coastal Bays Program received funding from US Wind. This is correct. The Program applied for and received a grant from US Wind to help in the construction of a nesting island for the Common Tern, a state-listed endangered species and other coastal bird habitat related projects. The grant came with no conditions other than standard reporting requirements. With the support of Worcester County, the nesting island has been a resounding success, aiding in the conservation of a regionally declining bird species. Furthermore, these funds allowed us to undertake additional conservation activities to address declines of other state-listed birds in the Coastal Bays.

Like you, we are also concerned as to how the proposed US Wind facility in West Ocean City Harbor will impact the commercial fishing industry. We know that this industry is a valuable asset to the economic and cultural fabric of Worcester County. The Coastal Bays Program has, and will continue to be, committed to maintaining this important trade in our region. We offer our services, through education, outreach and partnership, to help maintain this industry for the long term.

The Maryland Coastal Bays Program has made significant progress in improving the environmental health of our Coastal Bays, and Worcester County's role in this partnership has been instrumental. We now have a unique opportunity to further these efforts with Whole Watershed Act funding, and your partnership is essential to this effort. For that reason, we respectfully request that you sign the letter of support to help us secure this vital funding for the benefit of Newport Bay and the overall good of our Coastal Bays.

Sincerely,



Steve Taylor, President
Maryland Coastal Bays Foundation, Inc.

cc: Senator Mary Beth Carozza
Delegate Wayne Hartman
MCBP Policy Committee Members
MCBP Board Members

"Striving to improve our land and water for fish, wildlife and every one of us!"

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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: November 21, 2024
SUBJECT: Request for Limited On-Street Parking in Bayside Landings

The Bayside Landings Parking Committee is requesting the Commissioners restrict parking to one side of the roads within their community, per their attached letter and sketch. The request has been submitted by the community's Parking Committee which was established by the local HOA. Their letter cites safety and accessibility concerns by residents. Public Works has reviewed the request and has no objections. In addition, the request has been sent to the Sheriff's Office and the Fire Marshall and neither office has any objections. If approved, Public Works would install the appropriate No Parking & Towing Enforced signs along the areas in question and paint curbing around corners. Citizens would then be able to call into the Sheriff's Office to report any violations and deputies would coordinate with a towing company to have the vehicle removed.

Please let me know if there are any questions.

Attachments

CC: Sara Gorfinkel, Parking Committee Chair, Bayside Landings
 Nate Passwaters
 Matt Owens
 Chris Clasing
 Kevin Lynch

November 20, 2024

Worcester County Commissioners
1 W. Market St. Room 1103
Snow Hill, MD 21863

Dear Worcester County Commissioners:

I am writing on behalf of the Parking Solutions Committee in the Bayside Neighborhood that has been convened by our Homeowner's Association to assess and address parking concerns throughout the community.

A Committee of The Landings at Bayside Residents have convened multiple times over the past 6 months to deliberate upon prevailing parking challenges and to collaborate toward effective solutions in conjunction with the management company, developer, board, and County representatives. On Friday, November 8th we met with the HOA Board and many members of the community, where everyone was positively encouraged by our efforts to date and supports pursuing our request with the County.

Of primary concern is that emergency vehicles cannot easily access homes and townhomes due to over-parking on both sides of the streets; parking on both sides of the street makes it difficult for homeowners and visitors to navigate, as well as making it dangerous for children, pets, and pedestrians to traverse the neighborhood.

I would be remiss not to mention here that there is significant community - wide concern regarding the overall number of vehicles related to the influx of short term rentals with new construction; while we are eager to address parking specifically, many of the issues arising from the neighborhood's growth are directly attributable to unchecked rental allowances and would like the HOA Board to address this moving forward, in concert with County guidance as well.

We have asked Mr. Dallas Baker and Mr. Kevin Lynch to please review this request with Emergency Services so that the feasibility of allowing parking on "one side of the street only" throughout the neighborhood, ensuring compliance with emergency management guidelines and regulations, might be considered.

Our formal request is accompanied here by the areas shown on the sketch and map submitted to Mr. Dallas Baker requesting no parking on one side of the street throughout Bayside. Two other points to note, we have suggested to our management company that this should apply to the private roadways, the alleys behind homes and townhomes as well; and we have been working closely with the Snug Harbor Civic Association so that our two neighborhoods are approaching you with similar concerns and solutions.

Please be in touch with any questions.

Thank You,

Sara Gorfinkel

Parking Committee Chair, The Landings at Bayside, 12400 Hidden Bay Drive, Berlin, MD 21811

Community Residents and Committee Members:

Kerry Bergeman, Charles Crawford, Joan Carpenter, Ida Engelman, Ryan Seipp, Beverly Meadows

CC: HOA Board Members, Legum & Norman

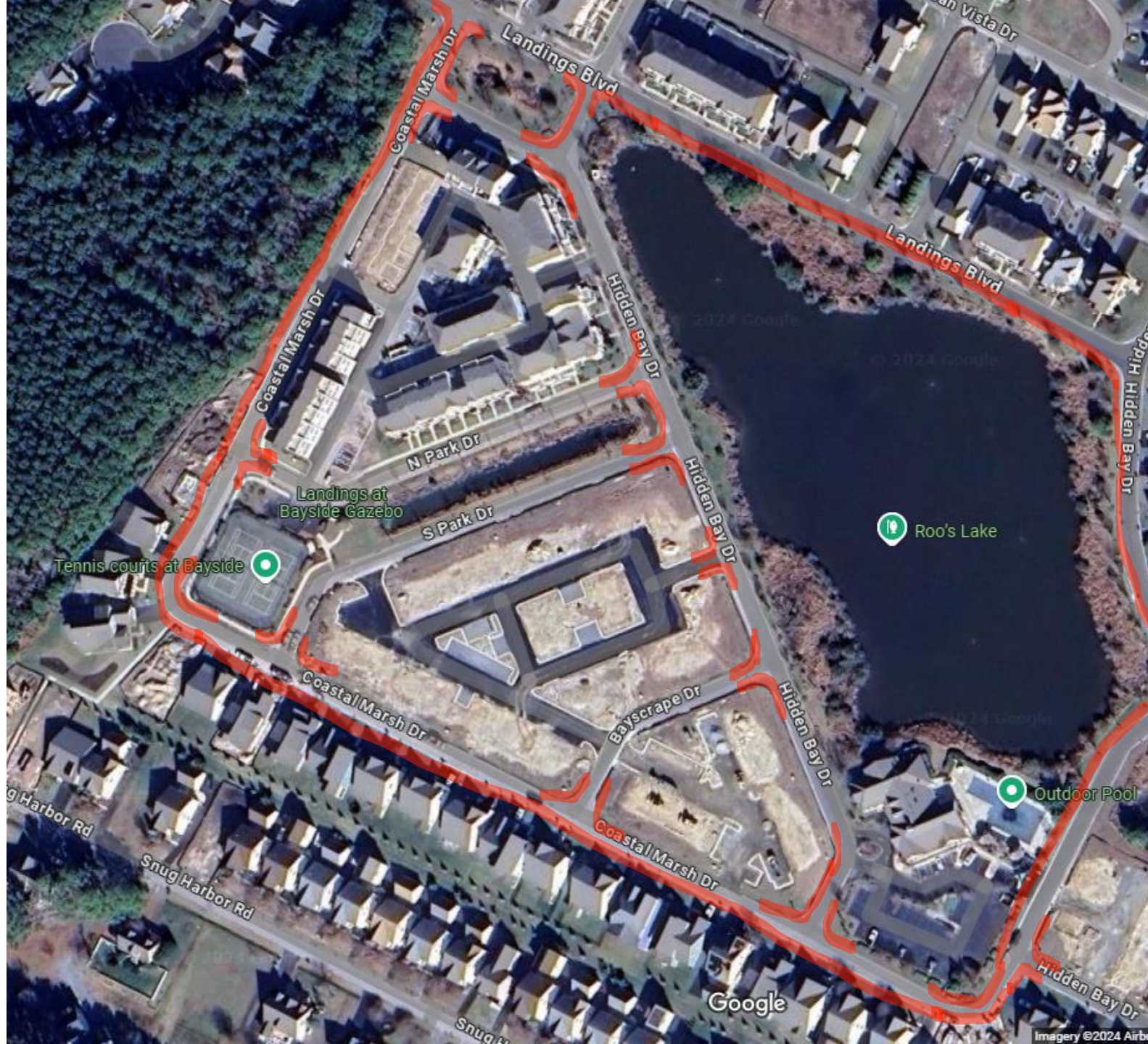
On Street Parking Guidance

- Parking on one side of road ONLY
- Vehicles must be parked in direction of traffic flow
- Driveway & Garage first preference
- Temporary parking, hours, not days
- Vehicles must comply with HOA Bylaws (valid tag, not a trailer, etc.)
- Rental properties – Owner responsible for tenants
- No parking where vehicle will obstruct access to:
 - Emergency vehicles
 - Driveways
 - Fire hydrant
 - Mailboxes
 - Within 25 feet of corner
 - Cross walk for pedestrians
 - Alleys are for access, not parking



Landings Blvd No Parking on south side of street (entrance)









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



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *Chs Cy*
DATE: November 20, 2024
SUBJECT: Design and Permitting Services for Riddle Farm Water Tower Rehabilitation

Public Works is requesting Commissioner approval to award professional services covering the design and permitting phase services to George, Miles, & Buhr (GMB) for the Riddle Farm Water Tower Rehabilitation in the amount of \$34,800.00. Funds were approved in the FY25 general fund budget amendment process for this project as a transfer in to Riddle Farm Service Area budget. The expenses would be paid out of Account no. 570.9010.080 – Capital Equipment Construction Projects.

GMB originally developed the construction plans and specifications for the Riddle Farm Water Treatment Plant and Water Tower and are most qualified to oversee the implementation of the water tower rehabilitation plans. Utilizing their services for this upcoming work will provide County personnel with support to answer technical questions about water tower specific design which will ensure compliance with current regulations. Additionally, a significant amount of money will be saved by not having to recreate the existing conditions drawings.

It should also be noted that GMB is the design engineer of record and currently overseeing construction administration of the Riddle Farm Wastewater Treatment Plant Upgrade project. The firm's working knowledge of the ongoing wastewater project on the same property as the Riddle Farm Water Tower will aid significantly in any logistical planning of having both projects ongoing concurrently. A full list of the tasks GMB will conduct is included in their attached proposal.

Please let me know if there are any questions.

Attachment

CC: Nick Rice
 Dallas Baker
 Tony Fascelli
 Quinn Dittrich

ARCHITECTS
 ENGINEERS

206 WEST MAIN STREET
 SALISBURY, MD 21801
 PH: 410.742.3115
 PH: 800.789.4462
 salisbury@gmbnet.com

SALISBURY
 BALTIMORE
 SEAFORD
 LEWES
 OCEAN VIEW

www.gmbnet.com

November 11, 2024

Worcester County DPW
 1000 Shore Lane
 Berlin, MD 21811

Attn: Mr. Tony Fascelli
 Water & Wastewater Superintendent

Re: Proposal for Engineering Services
Glen Riddle Water Tower Rehab
 Worcester County, MD

Dear Mr. Fascelli:

Thank you for contacting George, Miles & Buhr, LLC (GMB) to assist Worcester County in developing a bid package and specifications for the rehabilitation of the existing Glen Riddle Water Tower serving the Glen Riddle community in Berlin, MD.

UNDERSTANDING

The Glen Riddle Farm Water Treatment Plant (WTP) and elevated storage tower (EST) is owned by Worcester County, MD and is located just east of the intersection of Racetrack Road (Rd 589) and Route 50. The plant is on Gray's Corner Road and serves the Glen Riddle community and nearby properties. The WTP and EST were constructed around 2004 and designed to maintain system pressures around 60-75 psi.

Operation of the WTP has been problematic and the plant has been offline for several years. As a result, the Glen Riddle Community is currently being served by a water interconnection with Ocean Pines. Pressures from the Ocean Pines water system do not have the capability to fill the Glen Riddle EST and therefore the tank has also been offline. Upgrades to the WTP are currently under construction. Worcester County DPW would like to rehab the EST while the system is still offline and bring the complete water system back online upon completion of all infrastructure upgrades.

GMB proposes to compile a construction bid package and associated specifications to complete the EST rehab to include cleaning and repainting the tank and addressing any issues found in the 2021 Tower Inspection Report completed by Mumford-Bjorkman Associates (MBA).

SCOPE OF SERVICES

We anticipate the following scope of services to be completed under this evaluation.

1. GMB will review existing information from the MBA inspection report. We will compile as-built documents from the EST construction project (GMB Job No.

JAMES H. WILLEY, JR., P.E.
 CHARLES M. O'DONNELL, III, P.E.
 A. REGGIE MARINER, JR., P.E.
 JAMES C. HOAGESON, P.E.
 STEPHEN L. MARSH, P.E.
 DAVID A. VANDERBEEK, P.E.
 ROLAND E. HOLLAND, P.E.
 JASON M. LYTLE, P.E.
 CHRIS B. DERBYSHIRE, P.E.
 MORGAN H. HELFRICH, AIA
 KATHERINE J. MCALLISTER, P.E.
 W. MARK GARDOCKY, P.E.
 ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.
 JUDY A. SCHWARTZ, P.E.
 W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
 VINCENT A. LUCIANI, P.E.
 AUTUMN J. BURNS
 CHRISTOPHER J. PFEIFER, P.E.
 BENJAMIN K. HEARN, P.E.

20012020) to use as the construction drawing set. *Site survey is excluded at this time.*

2. GMB will complete one (1) site visits with DPW personnel to evaluate the existing conditions and existing site conditions. Note all observations will be from the ground level.
3. *The 2021 MBA inspection report will be used as the basis for developing the rehabilitation requirements. No additional evaluation or inspection of existing tank is anticipated at this time.*
4. Prepare permit plans and specifications for rehabilitation of the Glen Riddle EST. It is proposed to complete abrasive blasting of the existing tank and fully recoat both the interior and exterior. GMB will provide detailed specifications for repairs, surface preparations, coatings, inspections, testing, disinfection and sampling for the 400,000 gallon EST.
5. Develop erosion and sediment control (ESC) plans associated with construction activities. No stormwater management design is anticipated.
6. Develop Bid Form with alternates including containment system requirements during exterior recoating operations and include contingency bid items for miscellaneous weld repairs and additional work that may arise during construction.
7. Submit plans and specifications to Maryland Department of Environment (MDE) Engineering Division for construction permit review. Submit ESC plans to County Conservation District for permit review.
8. GMB will attend one (1) in-person meeting with DPW to review final bid documents (plans and technical specifications) and address any comments associated with bid form for DPW to incorporate in County front end construction specifications.

EXCLUSIONS

The following items are excluded from this proposal but can be provided as an additional service or under a separate agreement.

- Topographic and field survey of existing site and utilities.
- Geotechnical or wetland delineation services.
- Bidding, Construction Administration, and Inspection Services.
- Cost estimating.

SCHEDULE

GMB proposes to provide these services starting within two (2) weeks of receiving a signed agreement. GMB will endeavor to develop the plans and specifications and submit to MDE for permit review within a 2 to 3-month period. GMB will work to accommodate and meet any deadlines, and we recognize the County DPW would like to have the EST back online by summer season.

FEE FORMAT AND ESTIMATED FEE

We propose to bill our services each month based on hours expended related to the scope of services and in accord with the attached "Schedule of Hourly Rates & Expenses". GMB will not exceed the Estimated Total Fee unless there is a change to the scope of services or Owner approval. GMB has included and agrees with Worcester Counties past modifications to GMB General Conditions.

Total Estimated Hourly Fee = \$34,000.00

GMB Estimated Reimbursable Expense = \$800.00

If upon review, you find this proposal acceptable, please execute this agreement in the space provided below.

We greatly appreciate the opportunity to submit this proposal and please don't hesitate to contact us with any questions. Thank you for your continued confidence in GMB.

Sincerely,



Katherine J. McAilister, P.E.
Sr. Project Manager/ Vice President

Attachments: Schedule of Hourly Rates & Expenses
General Conditions (with Worcester County modifications)

ACCEPTED FOR WORCESTER COUNTY DPW:

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective June 27, 2024

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 185.00 - \$ 225.00
Project Director	\$ 160.00 - \$ 210.00
Senior Project Manager	\$ 135.00 - \$ 200.00
Project Manager	\$ 115.00 - \$ 165.00
Assistant Project Manager	\$ 115.00 - \$ 155.00
Senior Project Engineer/Architect/Landscape Arch	\$ 115.00 - \$ 155.00
Senior Environmental Scientist	\$ 100.00 - \$ 155.00
Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 145.00
Graduate Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 140.00
Environmental Scientist	\$ 70.00 - \$ 135.00
Geospatial Analyst	\$ 70.00 - \$ 135.00
Senior Designer	\$ 90.00 - \$ 155.00
Designer	\$ 75.00 - \$ 115.00
CADD Operator	\$ 70.00 - \$ 100.00
Construction Representative	\$ 90.00 - \$ 135.00
Resident Project Representative (RPR)	\$ 65.00 - \$ 125.00
Senior Project Coordinator	\$ 90.00 - \$ 125.00
Project Coordinator	\$ 65.00 - \$ 120.00
Surveyor	\$ 95.00 - \$ 170.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 50.00 - \$ 135.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 60.00 - \$ 125.00
Technician	\$ 40.00 - \$ 85.00

EXPENSES

All items per each, unless noted.

Internal:	
Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.67/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
1-person crew	\$ 130.00/hour
2-person crew	\$ 160.00/hour
3-person crew	\$ 190.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* Adjusted annually in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS
 (Effective July 1, 2021)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

Client's written approval is required to exceed Proposal amount.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. ~~Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.~~

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

~~Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less.~~ GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. ~~At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing~~

Client agrees to limit GMB's liability related to errors and omissions to \$2,000,000.

~~every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.~~

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

~~Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expenses, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.~~

GOVERNING LAWS; VENUE

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for ~~Wicomico~~ County, Maryland or the federal courts within the State of Maryland.

EXHIBIT A

Worcester County Maryland
Standard Terms

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

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

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. Insurance Requirements.

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

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

12. Ownership of Documents; Intellectual Property.

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

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

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



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

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

WESTONS, YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOER, LESLIE
 COUNTY ATTORNEY

November 20, 2024

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2024

President Bertino – You have Five (5) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- James Spicknall – Term Ending – Building Code Appeals Bd.
- Judith Giffin – Term Ending - Ethics Board
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Missy Denault – Term Ending – Recreation Advisory Board

Commissioner Purnell – You have Two (2) position open:

- Whitney Palmer - Term Ending – Not available to reappoint – LSWDB - memo attached
- Jeff Smith - Term Ending - Library Board, available to reappt.

Commissioner Bunting - You have Three (3) position open:

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

Commissioner Abbott – You have Six (6) position open:

- Kathleen Palmer – **Resigned** – Commission for Women
- Kevin Holland – Term Ending – Building Code Appeals Bd.
- C.D. Hall – Term Ending – Economic Development
- Patricia Tomasovic - Library Board - Available to reappt.
- Mark Frostrom – Term Ending – LMB
- Mike Hooks - Term Ending – Recreation Advisory Bd

Commissioner Mitrecic – You have Five (5) position open:

- Bill Paul – **Resigned** – Building Code Appeals Board
- Mayor Meehan – Term Ending – LDCODC – At Large
- Mary Knight – Term Ending – Planning Commission
- Granville Jones – Term Ending – Solid Waste Advisory Bd
- Kimberly List – Term Ending – Commission for Women

Commissioner Elder - You have Three (3) position open:

- Kelley Gravenor – Term Ending – Ag. Preservation Adv. Bd.
- Brooks Clayville – Term Ending – Ag. Reconciliation Bd.
- Joseph Stigler – Term Ending – Ethics Board

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

- Joe Schanno – Term Ending – Economic Development
- Martin Kwesko - **Resigned** - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:**(5)-Adult Public Guardianship Board-**

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

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

(2) -Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway) **Replacement available, see attachment. 1- Term Ending – Kim Moses****(2) -Local Development Council for the Ocean Downs Casino-**

2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

(3) – Property Tax Assessment Appeal Board – 2 regular member vacancy available and an alternate member, See attached**(2) – Solid Waste Advisory Board – Town of Pocomoke (Soloh) and Town of Snow Hill (Pruitt)****(4) -Water and Sewer Advisory Council - Mystic Harbour 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) 1-Term Ended-Martin Kwesko****(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton 2 – Terms Expiring Dec. 2023, Deborah Stanley, Gail Fowler****(4- Total): Commission for Women:**

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

(2) Term Endings –Kim List (Mitrecic), **G. Lehman (At-Large)**

(2) Worcester County Youth Council – Two Nominations - Madie Groves - 9th, SDHS 24-28 and Dani Shirk - 9th, SDHS 24-28

(5) - Youth Council Reappointments

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

* = Appointed to fill an unexpired term

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 State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote 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 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)

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Terms (Year)</u>
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16-20, 20-24
Glen Holland (O-O)	Abbott	D-1, Pocomoke	13-17-21-25
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18-22-26
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18-22-26
Christian Martin	Purnell	D-2, Berlin	22 -23-27
Curt Lambertson	Elder	D-4, Snow Hill	15-19-23-27
Stuart Cooper	Bunting	D-6, Bishopville	23-27

Prior Members:

Norman Ellis	Ed Anderson (98-03)
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)	
Frank Baker (98-01)	

* = 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

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26
Stacey Esham	Forestry Bd.	Yes	Berlin	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)

* = Initial terms staggered

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Keener, Director
Development Review & Permitting (410-632-1200, ext. 1123)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19-23 Resigned
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u> <u>At-Large Members</u>	<u>Years of Term(s)</u>
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 Replacement Avail.
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Alyce Marzola	Knowledge of Substance Abuse Treatment	*24-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

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

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

Current Members:

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

Prior Members: Since 1972

George Gering	Shirley Pilchard	Thomas W. Davis, Sr. (99-09)
Margaret Quillin	W. Leonard Brown	Mickey Ashby (00-12)
Robert W. Todd	Charles Nichols (92-97)	Priscilla Pennington-Zytowicz (09-14)
Charles Fulton	Jeff Robbins (97-98)	Barbara Purnell (08-15)
E. Thomas Northam	Colleen Smith (94-98)	Timothy Collins (03-15)
Charles Bailey	Tommy Fitzpatrick (97-99)	Joshua Nordstrom (12-16)
Terry Blades	John Rogers (92-98)	William Sparrow (16-18)
Roy Davenport	Jennifer Lynch (98-99)	Greg Shockley (14-18)
M. Bruce Matthews	Don Hastings (92-99)	Tom Terry (15-19)
Barbara Tull	Jerry Redden (92-00)	John Glorioso (08-19)
Tawney Krauss	Keith Mason (98-00)	Ralph Shockley (*08-21)
Dr. Francis Ruffo	Bob Pusey (99-00)	Robert Clarke (*08-22)
William Smith	Harold Scrimgeour (00-02)	Marc Scher (*19-22)
Saunders Marshall	Scott Savage (98-03)	Robert Fisher (87-22)
Elsie Marshall	Gabriel Purnell (91-03)	
Halcolm Bailey	Michael Avara (99-03)	
Norman Cathell	Annette Cropper (00-04)	
Mary Humphreys	Billie Laws (91-08)	
Theodore Brueckman	Anne Taylor (95-08)	
	Mary Mackin (04-08)	

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
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

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

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Carl Smith	D-4, Elder	Snow Hill	24-27
Felicia Green	D-2, Purnell	Ocean Pines	*21-24-27

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)	Scot Tingle 14-24
William Lynch	Jamie Rice (03-07)	
Art Rutter	Howard Martin (08)	
William Buchanan	Marlene Ott (02-08)	
Christina Alphonsi	Mark Frostrom, Jr. (01-10)	
Elsie Purnell	Joseph McDonald (08-10)	
William Freeman	Sherwood Brooks (03-12)	
Jack Dill	Otho Mariner (95-13)	
Elbert Davis	Becky Flater (13-14)	
J. D. Quillin, III (90-96)	Ruth Waters (12-15)	
Ted Ward (94-00)	John Glorioso (*06-19)	
Larry Duffy (90-00)	Sharon Teagle (00- 20)	
Patricia McMullen (00-02)	Davida Washington (*21-21)	
William Merrill (90-01)	Donna Dillion (08-22)	
Debbie Rogers (92-02)	C.D. Hall 10-22	
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)	
	Jake Mitrecic (15-21)	

* = Appointed to fill an unexpired term

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>
Jeff Smith	Berlin	19-24
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

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	Jim 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)	

* = Appointed to fill an unexpired term

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

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

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)

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

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
 - Implementation of a local, interagency service delivery system for children, youth and families;
 - Goal of returning children to care and establishment of family preservation within Worcester County;
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$100 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
 51% of members must be public sector
 Terms expire December 31st

Meetings: Monthly

Staff Contact: Director, Local Management Board - (410) 632-3648
 Christen Barbierri – LMB Coordinator - (410) 632-3648
 Lisa Shockley, LMB Admin. Support

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Ivonne Lomax	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Jennifer Loring	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Dept. of Social Services	Indefinite
Mark Frostrom	At-Large	Abbot- Pocomoke	*99-12-15-18-21-24
Theophilus Hobbs IV	At-Large	Purnell-Snow Hill	19-22-25
Dr. Mark Bowen	At-Large	Purnell Snow Hill	20-23-26
Amy Rothermel	At-Large	Mitrecic-Ocean City	17-20-23-26

Prior Members (since 1994):

Tim King (97)	Kathy Simon	Ira Shockley (03-19)
Sandra Oliver (94-97)	Vickie Stoner Wrenn	Eloise Henry-Gordy *(07-20)
Velmar Collins (94-97)	Robin Travers	Jennifer LaMade - Indefinite
Catherine Barbierri (95-97)	Jordan Taylor (09)	Spencer Tracey - Indefinite
Ruth Geddie (95-98)	Aaron Marshall (09)	
Rev. Arthur George (94-99)	Allen Bunting (09)	
Kathey Danna (94-99)	LaTrele Crawford (09)	
Sharon Teagle (97-99)	Sheriff Charles T. Martin	
Jeanne Lynch (98-00)	Joel Todd, State's Attorney	
Jamie Albright (99-01)	Ed Montgomery (05-10)	
Patricia Selig (97-01)	Edward S. Lee (07-10)	
Rev. Lehman Tomlin (99-02)	Toni Keiser (07-10)	
Sharon Doss	Judy Baumgartner (07-10)	
Rick Lambertson	Claudia Nagle (09-10)	
Cyndy B. Howell	Megan O'Donnell (10)	
Sandra Lanier (94-04)	Kiana Smith (10)	
Dr. James Roberts (98-04)	Christopher Bunting (10)	
Dawn Townsend (01-04)	Simi Chawla (10)	
Pat Boykin (01-05)	Jerry Redden	
Jeannette Tresler (02-05)	Jennifer Standish	
Lou Taylor (02-05)	Anne C. Turner	
Paula Erdie	Marty Pusey	
Rev. Pearl Johnson (05-07)	Virgil L. Shockley	
Peter Fox (05-07)	Dr. Jon Andes (96-12)	
Lou Etta McClafin (04-07)	Dr. Ethel M. Hines (07-13)	
Bruce Spangler (04-07)	Deborah Goeller	
Sharon DeMar Reilly	Andrea Watkins (13-17)	
	Sheila Warner (Indefinite)	

LOWER SHORE WORKFORCE DEVELOPMENT BOARD
 (Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory
 Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
 2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
 Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
 Leslie Porter-Cabell – LSWA Director (410-341-3835, ext. 2502)
 American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Whitney Palmer	Berlin	*20-24	Business Rep.
Robert “Bo” Duke	Ocean City	*17-21, 21-25	Business Rep.
Alicia Warren	Berlin	22-26	Business/Healthcare Ind.
Sarah Chapman	Pocomoke	23- 27	Business Rep.

Prior Members: Since

Baine Yates	Heidi Kelley (07-08)
Charles Nicholson (98-00)	Bruce Morrison (05-08)
Gene Theroux (97-00)	Margaret Dennis (08-12)
Jackie Gordon (98-00)	Ted Doukas (03-13)
Caren French (97-01)	Diana Nolte (06-14)
Jack Smith (97-01)	John Ostrander (07-15)
Linda Busick (98-02)	Craig Davis (13-17)
Edward Lee (97-03)	Donna Weaver (08-17)
Joe Mangini (97-03)	Geoffrey Failla (15-18)
Linda Wright (99-04)	Melanie Pursel (18-*20)
Kaye Holloway (95-04)	Ivy Wells (20-21)(21-public appt.)
Joanne Lusby (00-05)	Jason Cunha (*16-23)
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	

PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
 Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
 Jennifer Keener, Director (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>
Mary Knight	D-7, Mitrecic	Berlin	*20-24
Ken Church	D-3, Fiori	Berlin	20-25
Jerry Barbierri	D-1, Abbott	Pocomoke	*12-15-20, 20-25
Phyllis Wimbrow	D-4, Elder	Snow Hill	23-28
Marlene Ott	D-5, Bertino	Ocean Pines	08-13-18-23-28
Kathy Drew	D-6, Bunting	Bishopville	*23-26
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19-24-29

Prior Members:

Since 1972

- | | | |
|--------------------|--------------------------|---------------------------------|
| David L. Johnson | Terry Bayshore | Wilbert "Tom" Pitts (99-07) |
| N. Paul Joyner | Larry Widgeon | Doug Slingerland (07-08) |
| Daniel Trimper, IV | Charles D. "CD" Hall | Carolyn Cummins (90-94, 99-09) |
| Hugh F. Wilde | Ernest "Sandy" Coyman | Madison "Jimmy" Bunting (05-10) |
| Warren Frame | Rev. Donald Hamilton | Jeanne Lynch (06-11) |
| Roland E. Powell | Dale Stevens | H. Coston Gladding (96-12) |
| Harry Cherrix | Marion L. Butler, Sr. | Wayne A. Hartman (09-14) |
| W. David Stevens | Ron Cascio (96-97) | Jay Knerr (14-20) |
| Granville Trimper | Louie Paglierani (90-99) | Mike Diffendal (10-20) |
| J. Brad Aaron | Robert Hawkins (96-99) | Brooks Clayville (02-22) |
| Lester Atkinson | Ilia Fehrer (94-99) | Richard Wells (11-23) |
| Paul L. Cutler | Rob Clarke (99-00) | |
| Edward R. Bounds | W. Kenny Baker (97-02) | |
| Edward Phillips | James Jarman (99-03) | |
| Vernon McCabe | Harry Cullen (00-03) | |
| R. Blaine Smith | Ed Ellis (96-04) | |
| Edward A. Tudor | Troy Purnell (95-05) | |
| | Larry Devlin (04-06) | |
| | Tony Devereaux (03-07) | |

* = Appointed to fill an unexpired term

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

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

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

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term

RECREATION ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

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

Current Members:

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

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term

SOCIAL SERVICES ADVISORY BOARD

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

Appointed by: County Commissioners

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

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

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

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

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.
Maximum 2 consecutive terms, minimum 1-year between reappointment
Members must attend at least 50% of meetings
One member (ex officio) must be a County Commissioner
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Harry Hammond	D-6, Bunting	Bishopville	15-21, 21- 24
Shelly Daniels	D-1, Abbott	Pocomoke City	22-25
Rebecca Colt-Ferguson	D-7, Mitrecic	Ocean City	22-25
Janice Chiampa	D-5, Bertino	Ocean Pines	22-25
Diana Purnell	ex officio - Commissioner		14-18-22-25
Voncelia Brown	D-3, Church	Berlin	16-19-22-25
Mary White	At-Large	Berlin	*17-19-22-25
Margaret Labesky	D-4, Elder	Snow Hill	23-26
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20-23-26

* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26
George Dix	D-4, Elder	Snow Hill	*10-18-22-26
John O'Brien	D-6, Bunting	Bishopville	*22-23-27
Don Furbay	D-3, Fiori	Berlin	20-24-28

Prior Members: (Since 1994)

Ron Cascio (94-96)	Frederick Stiehl (05-06)	Rodney Bailey *19
Roger Vacovsky, Jr. (94-96)	Eric Mullins (03-07)	Steve Brown *10-19
Lila Hackim (95-97)	Mayor Tom Cardinale (05-08)	Bob Augustine 16-19
Raymond Jackson (94-97)	William Breedlove (02-09)	Michael Pruitt *15-19
William Turner (94-97)	Lester D. Shockley (03-10)	James Rosenburg (*06-19)
Vernon "Corey" Davis, Jr. (96-98)	Woody Shockley (01-10)	Jamey Latchum *17-19
Robert Mangum (94-98)	John C. Dorman (07-10)	Hal Adkins (*20-21)
Richard Rau (94-96)	Robert Hawkins (94-11)	Mike Poole (11-22)
Jim Doughty (96-99)	Victor Beard (97-11)	
Jack Peacock (94-00)	Mike Gibbons (09-14)	
Hale Harrison (94-00)	Hank Westfall (00-14)	
Richard Malone (94-01)	Marion Butler, Sr. (00-14)	
William McDermott (98-03)	Robert Clarke (11-15)	
Fred Joyner (99-03)	Bob Donnelly (11-15)	
Hugh McFadden (98-05)	Howard Sribnick (10-16)	
Dale Pruitt (97-05)	Dave Wheaton (14-16)	
	Wendell Purnell (97-18)	
	George Tasker (*15-20)	

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

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

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

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

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26
Robert Kane	Ocean Pines	22-26
James Spicknall	Ocean Pines	07-10-14-18-22-26

Prior Members: (Since 1993)

Andrew Bosco (93-95)
Richard Brady (96-96, 03-04)
Michael Robbins (93-99)
Alfred Lotz (93-03)
Ernest Armstrong (93-04)
Jack Reed (93-06)
Fred Henderson (04-06)
E. A. "Bud" Rogner (96-07)
David Walter (06-07)
Darwin "Dart" Way, Jr. (99-08)
Aris Spengos (04-14)
Gail Blazer (07-17)
Mike Hegarty (08-17)
Michael Reilly (14-18)
Bob Poremski (17-20)
Gregory Sauter (17-21)

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

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

Prior Members: (Since 1993)

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

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

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

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21 Resigned
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff's Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26 Resigned
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26
Susan Ostrowski	D-6, Bunting	Berlin	24-27
Dorothy Shelton-Leslie	D-5, Bertino	Ocean Pines	24-27
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21-24-27

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
 Helen Henson^c (95-97)
 Barbara Beaubien^c (95-97)
 Sandy Wilkinson^c (95-97)
 Helen Fisher^c (95-98)
 Bernard Bond^c (95-98)
 Jo Campbell^c (95-98)
 Karen Holck^c (95-98)
 Judy Boggs^c (95-98)
 Mary Elizabeth Fears^c (95-98)
 Pamela McCabe^c (95-98)
 Teresa Hammerbacher^c (95-98)
 Bonnie Platter (98-00)

Marie Velong^c (95-99)
 Carole P. Voss (98-00)
 Martha Bennett (97-00)
 Patricia Ilczuk-Lavanceau (98-99)
 Lil Wilkinson (00-01)
 Diana Purnell^c (95-01)
 Colleen McGuire (99-01)
 Wendy Boggs McGill (00-02)
 Lynne Boyd (98-01)
 Barbara Trader^c (95-02)
 Heather Cook (01-02)
 Vyoletus Ayres (98-03)
 Terri Taylor (01-03)

Christine Selzer (03)
 Linda C. Busick (00-03)
 Gloria Bassich (98-03)
 Carolyn Porter (01-04)
 Martha Pusey (97-03)
 Teole Brittingham (97-04)
 Catherine W. Stevens (02-04)
 Hattie Beckwith (00-04)
 Mary Ann Bennett (98-04)
 Rita Vaeth (03-04)

* = Appointed to fill an unexpired term

^c = Charter member

Reference: Resolution No. 06-2, adopted February 21, 2006

Appointed by: County Commissioners

Functions: Advisory
 Share information about youth-related concerns; promote internal and external assets among youth in order to prevent unhealthy behaviors which may result in harm or reduced opportunities for success; and provide information to County Commissioners, County agencies, and Youth Serving organizations specific to youth development and resources.

Number/Term: Up to 25 with 5 from each community/two-year term
 Terms Expire April 30th

Compensation: None

Meetings: Monthly, unless otherwise determined by the Council

Special Provisions: Members who have more than two unexcused absences may be recommended for replacement by the Youth Council.

Staff Contact: Mimi Dean, Health Department - Prevention Services - (410-632-1100)

Advisors: Tamara Mills, Worcester County Board of Education - (410-632-5031)
 Kelcey Kengla, Worcester County Health Department - (410-632-1100, x1108)
 Wendy Shirk, Worcester County Board of Education - (410-632-2880)

Current Members:

<u>Member's Name</u>	<u>School Attending</u>	<u>Area Representing</u>	<u>Year(s) of Term(s)</u>
Wynter Robers	Snow Hill	Snow Hill	21-25
Mary Ann Catherine Rutzler	Snow Hill	Snow Hill	21-25
Teresa Guo	Pocomoke	Pocomoke	22-24
Kyleigh Kruse	Pocomoke	Pocomoke	22-24 reappt.
Mia Acuna	Pocomoke	Pocomoke	22-24
Brooke Berquist	Stephen Decatur	Bishopville	22-24
Coilin Gallaher	Stephen Decatur	Berlin	23-25
Tirazh Hill	Stephen Decatur	Berlin	23-25
Gabriella Thompson-Servant	Stephen Decatur	Berlin	22-24
Eliza Myers	Stephen Decatur	Berlin	23-26
Sage Myers	Stephen Decatur	Berlin	23-26
Laila Pascucci	Stephen Decatur	Berlin	23-26
Ellie Zollinger	Stephen Decatur	Berlin	23-26
Emily Skipper	Stephen Decatur	Berlin	24-27
Madie Groves	Stephen Decatur	Berlin	24-28 To Be Appt.
Dani Shirk	Stephen Decatur	Bishopville	24-28 To Be Appt.



OFFICE OF THE TREASURER

Worcester County

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Enterprise Fund Controller
DATE: November 22, 2024
SUBJECT: Water and Wastewater Rate Amendments

Notice of Public Hearing Worcester County Water and Wastewater Rates Amendment

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed amendments to the FY25 Water and Wastewater rates on:

Tuesday, December 3, 2024 at 10:30 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland, 21863

The requested water and wastewater rate amendment is a result of current cash flows and budgeted expenses expected to exceed budgeted revenues. Copies of the respective area's current rates and proposed rates are available in the County Commissioners' Office, Room 1103 of the County Government Center in Snow Hill, Maryland or online at www.co.worcester.md.us.

WORCESTER COUNTY WATER AND WASTEWATER SERVICE AREA RATES TO BE AMENDED

Amendments to the following service area rates:

- Assateague Point
- Edgewater Acres
- Landings
- Lighthouse Sound
- Mystic Harbour
- Newark
- Riddle Farm

Assateague Point

FY25 Estimated Operating Shortfall - \$76,260

EDUs:

- 525 Domestic Water and Sewer
- 84 Domestic Sewer only (Snug Harbor)
- 2 Commercial Water and Sewer
- 8 Commercial Water only
- 61 Commercial Sewer only

<u>Proposed rate increase to cover the shortfall based on annual revenue</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Park trailer (Domestic)	\$117.00	\$134.50	14.96%	\$17.50
Domestic EDU for sewer only	\$179.00	\$240.00	34.08%	\$61.00
Commercial EDU*	\$117	\$267.00	198.32%	\$177.50
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Park trailer (Domestic)		30,450.00		
Domestic EDU for sewer only		20,496.00		
Commercial EDU		30,447.00		
		\$ 81,393.00		
<u>Proposed rate increase not to exceed 20%</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Park trailer (Domestic)	\$117.00	\$140.40	20.00%	\$23.40
Domestic EDU for sewer only	\$179.00	\$214.80	20.00%	\$35.80
Commercial EDU*	\$117.00	\$140.40	20.00%	\$17.90
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Park trailer (Domestic)		49,140.00		
Domestic EDU for sewer only		12,028.80		
Commercial EDU		4,656.60		
		\$ 65,825.40		
		\$ 10,434.60		
		\$ 76,260.00		

Frontier Town contributes increased flows and introduces far greater substances that need treatment requiring more chemicals and processing. This is seasonal and could be examined further, but should have a higher rate due to peak quarters contributing excessively more.

The 525 Domestic Water and Sewer EDUs are supposedly seasonal trailer homes with rated 110gpd. The 84 Domestic Sewer only EDUs are Snug Harbor single-family year-round homes rated 250gpd.

This is a breakeven rate structure. A 12% increase in rate would be recommended if the service area were expected to start creating reserves.

Edgewater Acres

FY25 Estimated Operating Shortfall - \$16,688

EDUs:

- 140 Domestic Water only
- 104 Domestic Water (non-metered)
- 244 Domestic Sewer (non-metered)

<u>Proposed rate increase to cover the shortfall based on annual revenue</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water EDU	\$31.20	61.67*	97.66%	\$30.47
Domestic Water EDU (non-metered)	\$121.00	\$121.00	0.00%	\$0.00
Domestic Sewer EDU (non-metered)	\$184.40	\$185.00*	0.33%	\$0.60
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water EDU		17,063.20		
Domestic Water EDU (non-metered)		-		
Domestic Sewer EDU (non-metered)		585.60		
		\$ 17,648.80		
<u>Proposed rate increase not to exceed 20%</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water EDU	\$31.20	\$37.44	20.00%	\$6.24
Domestic Water EDU (non-metered)	\$121.00	\$121.00	0.00%	\$0.00
Domestic Sewer EDU (non-metered)	\$184.40	\$184.40	0.00%	\$0.00
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water EDU		3,494.40		
Domestic Water EDU (non-metered)		-		
Domestic Sewer EDU (non-metered)		-		
		\$ 3,494.40		
Intergovernmental loan based on annual revenue:		\$ 13,193.60		
		\$ 16,688.00		

Edgewater Acres is serviced by Artesian, a Delaware company, for Water services. Sussex County provides Wastewater services. The County maintains the pump stations.

This is a breakeven rate structure. A 12% increase in rate would be recommended if the service area were expected to start creating reserves.

Landings

FY25 Estimated Operating Shortfall - \$278,032

EDUs:

- 219 Domestic Water and Sewer
- 31 Domestic Water only
- 90 Accessibility

<u>Proposed rate increase to cover the shortfall based on annual revenue</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$318.50	\$627.00	96.86%	\$308.50
Accessibility	\$307.00	\$307.00	0.00%	\$0.00
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		279,809.50		
Accessibility		-		
		\$ 279,809.50		
<u>Proposed rate increase not to exceed 20%</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$318.50	\$382.20	20.00%	\$63.70
Accessibility	\$307.00	\$368.40	20.00%	\$61.40
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		57,776.00		
Accessibility		22,104.00		
		-		
		\$ 79,880.00		
		\$ 198,152.00		
		\$ 278,032.00		
Intergovernmental loan based on annual revenue:				

Accessibility is charged to a service area when the plant is under 80% of its capacity and customers purchase an EDU but are not hooked up yet. As they hook up, the customer is no longer charged Accessibility, and is then charged water and wastewater fees.

This is a breakeven rate structure. A 12% increase in rate would be recommended if the service area were expected to start creating reserves.

Lighthouse Sound

FY25 Estimated Operating Shortfall - \$10,744

EDUs:

- 111 Domestic Sewer only
- 19 Accessibility

<u>Proposed rate increase to cover the shortfall based on annual revenue</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Sewer EDU	\$242.00	\$268.00	9.70%	\$26.00
Accessibility	\$114.00	\$114.00	0.00%	\$0.00
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		7,770.00		
Accessibility		-		
		-		
		\$ 7,770.00		

Accessibility is charged to a service area when the plant is under 80% of it's capacity and customers purchase an EDU but are not hooked up yet. As they hook up, the customer is no longer charged Accessibility, and is then charged water and wastewater fees.

Lighthouse Sound has private water and public sewer. Lighthouse Sound did not have a rate increase between FY24 and FY25.

This is a breakeven rate structure. A 12% increase in rate would be recommended if the service area were expected to start creating reserves.

Mystic Harbour

FY25 Estimated Operating Shortfall - \$1,156,569

EDUs:

- 742 Domestic Water and Sewer
- 1,025 Domestic Water only
- 61 Domestic Sewer only
- 241 Commercial Water and Sewer
- 549 Commercial Water only
- 346 Commercial Sewer only

<u>Proposed rate increase to cover the shortfall based on annual revenue</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$243.00	\$320.00	31.69%	\$77.00
Commercial Water and Sewer EDU*	Tiered	\$466.00	N/A	N/A
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		324,003.00		
Commercial Water and Sewer EDU		1,040,380.00		
		-		
		<u>\$ 1,364,383.00</u>		
<u>Proposed rate increase not to exceed 20%</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$243.00	\$291.60	20.00%	\$48.60
Commercial Water and Sewer EDU*	Tiered	\$300.00	N/A	N/A
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		204,437.00		
Commercial Water and Sewer EDU		765,300.00		
		-		
		<u>\$ 969,737.00</u>		
		<u>\$ 186,832.00</u>		
	Intergovernmental loan based on annual revenue:	<u>\$ 1,156,569.00</u>		

Mystic Harbour Commercial EDUs are billed on a tiered structure. It works out that the the more Commercial EDUs a customer has, the cheaper the costs per EDU are as you go up tiers. Mystic Harbour Commercial EDUs make up 37% of the EDUs currently in the service area, and account for just under half of the flows in the area. The Commercial EDUs also assumedly introduce harsher substances to the wastewater plant that require additional chemicals and treatment.

Commercial EDUs have a higher per gallon usage charge compared to the Domestic EDUs. Usage revenue is not taken into account for the above rates.

This is a breakeven rate structure. A 12% increase in rate would be recommended if the service area were expected to start creating reserves. This is a complicated service area with Domestic and Sewer rates commingling. A Rate Study would be recommended to capture a fair and reasonable rate to charge each type of EDU.

Newark

FY25 Estimated Operating Shortfall - \$35,858

EDUs:

- 117 Domestic Water and Sewer
- 9 Domestic Water only
- 8 Commercial Water and Sewer
- 2 Commercial Water only
- 37 Commercial Sewer only (Worcester Tech)

<u>Proposed rate increase to cover the shortfall based on annual revenue</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$240.00	\$314.00	30.83%	\$74.00
Commercial Water and Sewer EDU*	\$301.00	\$301.00	0.00%	\$0.00
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		35,964.00		
Commercial Water and Sewer EDU		-		
		\$ 35,964.00		
<u>Proposed rate increase not to exceed 20%</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$240.00	\$288.00	20.00%	\$48.00
Commercial Water and Sewer EDU*	\$301.00	\$301.00	0.00%	\$0.00
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		23,328.00		
Commercial Water and Sewer EDU		-		
		\$ 23,328.00		
Intergovernmental loan based on annual revenue:		\$ 12,530.00		
		\$ 35,858.00		

Newark rents water tower space to cellular companies. This revenue is intended to be used for future capital needs. Currently it is being used to assist with operations and maintenance. If this were to be solely used for capital needs, the proposed rate would need to be increased further.

This is a breakeven rate structure. A 12% increase in rate would be recommended if the service area were expected to start creating reserves.

Riddle Farm

FY25 Estimated Operating Shortfall - \$384,187*

*This is assuming an operating grant is given from the General Fund to cover wastewater services

EDUs:

- 622 Domestic Water and Sewer
- 1 Domestic Water only
- 49 Commercial Water and Sewer
- 1 Commercial Water only
- 104 Accessibility

<u>Proposed rate increase to cover the shortfall based on annual revenue</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$288.00	\$443.00	53.82%	\$155.00
Commercial Water and Sewer EDU*	Tiered	N/A	0.00%	\$0.00
Accessibility	\$150.00	\$150.00	0.00%	\$0.00
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		385,795.00		
Commercial Water and Sewer EDU		-		
Accessibility		-		
		\$ 385,795.00		
<u>Proposed rate increase not to exceed 20%</u>				
Rate category:	Current rates:	Proposed rates:	Rate increase:	
			%	\$
Domestic Water and Sewer EDU*	\$288.00	\$345.60	20.00%	\$57.60
Commercial Water and Sewer EDU*	Tiered	N/A	0.00%	\$0.00
Accessibility	\$150.00	\$150.00	0.00%	\$0.00
* For water and sewer (25% water only, 75% sewer only)				
Increased <u>annual</u> revenue generated from proposed rate changes:				
Domestic Water and Sewer EDU		143,366.40		
Commercial Water and Sewer EDU		-		
Accessibility		-		
		\$ 143,366.40		
Intergovernmental loan based on annual revenue:		\$ 240,820.60		
		\$ 384,187.00		

Accessibility is charged to a service area when the plant is under 80% of it's capacity and customers purchase an EDU but are not hooked up yet. As they hook up, the customer is no longer charged Accessibility, and is then charged water and wastewater fees.

This is a breakeven rate structure. A 12% increase in rate would be recommended if the service area were expected to start creating reserves.



Worcester County Government

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

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: November 27, 2024
RE: Request for letter of support for retail theft legislation

We have received a request from the Maryland Retailers Alliance (MRA) to support legislation the organization is seeking in 2025. According to MRA, the legislation would reduce theft rates in Maryland by allowing law enforcement and prosecution teams to better target career criminals and organized theft rings and prosecute for felony charges. The bill was passed unanimously by the Maryland Senate for several years and finally passed in the House in 2024 but did not have enough time to pass through the full legislative process before Sine Die.

Attachments

Page 2 – Email from Maryland Retailers Alliance

Page 5 – Proposed letter

From: [Chip Bertino](#)
To: [Weston S. Young](#); [Karen M. Hammer](#)
Subject: Fw: Organized Retail Theft Sign-On Letter Request
Date: Tuesday, November 26, 2024 3:02:33 PM
Attachments: [ORC_SignOnLetter_draft.docx](#)

Please yellow sheet this for our next meeting.

Thanks,
Chip

Anthony W. "Chip" Bertino, Jr.
Worcester County Commissioner
President
One West Market Street
Snow Hill, MD 21863
443-783-3248
Facebook: Commissioner Chip Bertino

From: Sarah Price <SPrice@mdra.org>
Sent: Tuesday, November 26, 2024 2:43 PM
To: Chip Bertino <cbertino@co.worcester.md.us>
Subject: RE: Organized Retail Theft Sign-On Letter Request

Good Afternoon Commissioner Bertino,

I hope you are well. Do you have any questions about my letter request below? I would be happy to discuss the issue of organized retail theft and the history of the bill at your convenience.

Thank you,

Sarah

Sarah Price
Vice President of Communications and Government Affairs
Maryland Retailers Alliance
MD Association of Chain Drug Stores
MD Food Industry Council
O: 410-269-1440 | C: 301-707-1668
she/her

From: Sarah Price
Sent: Wednesday, November 13, 2024 4:49 PM
To: 'cbertino@co.worcester.md.us' <cbertino@co.worcester.md.us>
Subject: Organized Retail Theft Sign-On Letter Request

Good Afternoon Commissioner Bertino,

The Maryland Retailers Alliance (MRA) is aware of the high theft rates plaguing retailers across the state, impacting store stability and customer experiences. We are continually hearing from our retail members and elected officials about the effects of theft on business operations and communities' access to goods and services, and we are seeking your support in addressing this growing problem.

MRA has pursued State legislation to combat the growing issue of ORC for almost a decade, first in the form of task forces and now with a bill to close an aggregation loophole in Maryland's felony theft threshold. Our legislation, most recently [SB100](#) and [HB948](#) in 2024, has simple goals:

1. Define "organized retail theft" in Maryland law.
2. Allow thefts committed by the same person in multiple counties under one scheme or continuing course of conduct to be joined and prosecuted in any county in which the thefts occurred.
3. Require data collection on the rates of organized retail theft occurring in Maryland after the bill's passage.

We are introducing the legislation again in 2025 with sponsorship from Senator Ron Watson and Delegate Karen Toles. We respectfully request that you consent to add your name to the attached letter draft which will be submitted with our written testimony package for public legislative hearings in Annapolis.

Organized criminals are benefiting not only from Maryland's high felony theft threshold of \$1,500, but also from a loophole in State law which allows thieves to steal thousands of dollars' worth of goods in sprees across county lines without having to face felony theft charges. Currently, related thefts committed within one jurisdiction can be joined and pursued as a felony; unfortunately, the law stops at the county line and does not allow for similar aggregation to occur at the State level. Career criminals who are aware of this "trick" use it to their advantage, planning their sprees in such a way to minimize consequences as much as possible. A high felony theft threshold allows thieves to steal larger amounts of goods with only the risk of misdemeanor charges, and careful route planning spaces thefts out between multiple jurisdictions in order to avoid felony charges through joinder.

It is our belief that our legislation would reduce theft rates in Maryland by allowing law enforcement and prosecution teams to better target career criminals and organized theft rings and prosecute for felony charges. The bill has passed unanimously by the Maryland Senate for several years and finally passed in the House as well in 2024, but did not have enough time to pass through the full legislative process before Sine Die. The bill will be reintroduced in 2025 in the exact same posture that passed in 2024, and we do not anticipate opposition.

Please let us know if you are willing to sign on in support of this legislation by December 13, 2024, and do not hesitate to reach out if you have any questions about the proposal.

Best,

Sarah

Sarah Price

Vice President of Communications and Government Affairs

Maryland Retailers Alliance

MD Association of Chain Drug Stores

MD Food Industry Council

O: 410-269-1440 | C: 301-707-1668

she/her

Chairs Smith and Clippinger,

We, the undersigned County and City officials, write to draw your attention to and express support for legislation to address organized retail theft in Maryland.

Retailers across Maryland continue to be plagued by high theft rates, impacting local economic health, store stability, and customer experiences. The issue of retail theft has grown drastically beyond simple petty shoplifting and is underrepresented in crime statistics due to low reporting. Organized retail theft is a money-making scheme often used to raise funds to support the drug trade, gang activity, and even international crime rings. Organized criminals benefit not only from Maryland's high felony theft threshold of \$1,500, but also from a loophole in State law which allows thieves to steal thousands of dollars' worth of goods in sprees across county lines without having to face felony theft charges. Currently, related thefts committed within one jurisdiction can be joined and prosecuted as a felony; unfortunately, the law stops at the county line and does not allow for similar aggregation to occur between multiple jurisdictions.

Increased violence against store employees and even other customers has led many large retailers to develop no-interference policies, allowing thieves to leave with stolen goods in order to protect other retail patrons. Efforts to reduce and disincentivize theft include products being locked away from customer access, fewer products on shelves, heightened security presence in stores, and increased technology to analyze customers' every move and stop unscanned goods from leaving stores. These tactics often have a negative impact on all customers' experiences, but retailers have few other choices when State policies and law enforcement response do little to address the problem.

Maryland's Office of the Attorney General has turned its attention to organized retail crime under the current administration, and prosecutors in the Organized Crime Unit do have the ability to join charges across jurisdictional lines; however, that Unit does not have the capacity to pursue every possible instance of organized theft occurring in Maryland, and the lower courts do not have the ability to similarly join and prosecute across jurisdictional lines for these schemes and continuing courses of conduct. Thus, criminals continue to take advantage of the felony theft "loophole" by carefully planning sprees across the state that remain at the misdemeanor level in multiple counties.

Legislation pursued by the Maryland Retailers Alliance would close the aggregation loophole with three simple goals:

1. Define "organized retail theft" in Maryland law.
2. Allow thefts committed by the same person in multiple counties under one scheme or continuing course of conduct to be joined and prosecuted in any county in which the thefts occurred.
3. Require data collection on the rates of organized retail theft convictions in Maryland after the bill's passage.

It is our belief that this legislation would reduce theft rates in Maryland by allowing law enforcement and prosecution teams to better target career criminals and organized theft rings and prosecute felony charges. The bill has continuously received bipartisan support in both the Senate and House of Delegates, and questions regarding joinder and constitutionality have been addressed by the Maryland Office of the Attorney General, which expressed in writing that constitutionality concerns were not found in legislative review.

We respectfully request that you support the legislative solutions brought forward by the Maryland Retailers Alliance and allow appropriate felony charges to be brought against organized criminals in Maryland.