

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>
Meeting Attendees are required to wear face coverings and practice social distancing.

July 6, 2021

Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding the hiring of a Correctional Officer Cook Trainee at the Jail, an Emergency Communication Specialist Trainee in Emergency Services, a Grounds Worker II in Public Works, a License Permit Clerk in Environmental Programs, and certain personnel matters; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Pastor George Tasker), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes of the June 15, 2021 Meeting
- 10:05 - Proclamation for Park and Recreation Month 1
- 10:10 - Chief Administrative Officer: Consent Agenda
(911 Board Projects, Next Gen 911 Contract Piggyback, Request to Bid for the Washington Street Parking Lot) 2-7
- 10:15 - Chief Administrative Officer: Administrative Matters
(Acceptance of Bid for SDMS Steel, Upcoming Board Appointments, Board Member Compensation, CAD to CAD Patch with Ocean City, EDU Allocation for West OC Properties, EDU Allocation for Sea Oaks Village, River Run Pump Station No. 1 Improvements, West Ocean City Pump Stations 2-5 CO#1, Carey Road Speed Study, Pocomoke Truck Route Request, Capital Equipment Purchase, Bid Acceptance for Nuisance Abatement Order No. 20-2, ARPA Funding Requests, Work session on a proposed agritourism bill) 8-21
- 10:20 -
- 10:30 - Public Hearing: Agricultural Easement Acquisition 22
- 10:45 - Public Hearing: CDBG Housing Rehabilitation Program Update 23
- 11:00 -
- 11:30 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 8-21

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Weston Young, Asst. CAO.
Please be thoughtful and considerate of others.
Turn off your cell phones & pagers during the meeting!

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Minutes of the County Commissioners of Worcester County, Maryland

June 15, 2021

Joseph M. Mitrecic, President
Theodore J. Elder, Vice President
Anthony W. Bertino, Jr.
Madison J. Bunting, Jr.
James C. Church
Joshua C. Nordstrom
Diana Purnell

Following a motion by Commissioner Bertino, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:01 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 Harold L. Higgins, Public Information Officer Kim Moses, Office Assistant Kristina Prout, and Human Resources Director Stacey Norton. Topics discussed and actions taken included hiring Ellen Whitmore as a communications specialist trainee within Emergency Services and certain personnel matters; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:17 a.m.

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

The commissioners reviewed and approved the open and closed session minutes of their June 1, 2021 meeting as presented.

The commissioners presented a retirement commendation to Judicial Assistant Charlene Showell who retired following 38 years of dedicated service within the District Court for the State of Maryland and the Circuit Court for Worcester County.

The commissioners presented a commendation to Stephen Decatur High School senior Houston Phillips for taking first place in three regional and four state championships in the Stock Market Games hosted by the Maryland Council on Economic Education.

The commissioners presented a proclamation to Ivory Smith, president of the Worcester County Branch of the NAACP, and other NAACP members recognizing June 19, 2021 as Juneteenth in Worcester County and encouraged all to elevate civility, to replace injustice with justice and equality, and to work together to end human trafficking and modern-day slavery.

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Upon a motion by Commissioner Bertino, the commissioners unanimously approved as a consent agenda the item numbers 2-6 as follows: continued participation in the "On Behalf Of" (OBO) Maryland Mortgage Program to include the irrevocable transfer of Worcester County's full \$1,995,186 tax-exempt housing bond allocation to the DHCD Community Development Administration for use in issuing housing bonds or mortgage credit certificates on behalf of Worcester County; Small Project Wastewater and/or Water Agreement with Kathleen M. Clark (developer) for the Ocean Heights water and sewer extension project along Golf Course Road in West Ocean City to serve 10 existing lots and a community pool; approving bid specifications for continued preventive maintenance of County generators; Change Order No. 1 for the Riddle Farm Wastewater Treatment Plant flow equalization tank project for a credit of \$12,000, for a final contract cost of \$402,330; and approving a request for proposals to implement Respite Care Parent Advocacy Services for children and families through the Worcester County Local Behavioral Health Authority.

Pursuant to the written request of Board of Education (BOE) Chief Financial Officer Vincent E. Tolbert and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitrecic to sign the BOE's Annual Budget Certification Statement, which certifies County funds of \$96,341,968 for BOE expenses, \$295,800 for school construction, and \$12,469,356 for Debt Service for BOE projects in the FY22 County Operating Budget.

Pursuant to the written request of Mr. Tolbert and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the County Appropriation Transmittal Schedule for FY22 for the BOE totaling \$96,341,968.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 21-11 adopting the FY22 Wor-Wic Community College (WWCC) Expenditure Budget of \$29,697,673 and \$357,500 for the Maintenance and Repair Plan; and approved the Letter of Intent Maryland Community Colleges assuring that the county intends to provide the local share of funds to design, construct, and equip the Applied Technology Building. The letter of intent is a formality and does not bind the County to a share of project costs.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to appoint Sandra Buchanan to the Board of Library Trustees for a five-year term expiring December 31, 2026 to replace James Bailey whose term expired.

Pursuant to the request of Tourism and Economic Development Director Melanie Pursel and upon a motion by Commissioner Purnell, the Commissioners unanimously authorized Commission President Mitrecic to sign the Memorandum of Understanding for STEM Summer Camps between the County Commissioners of Worcester County and the BOE, with a County cost not to exceed \$120,000. Ms. Pursel advised that the BOE will provide science, technology, engineering, and mathematics oriented day camps this August to fulfill the commitment made to students who were displaced from the Worcester County Economic Development STEM Camp

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during summer 2020 due to the COVID-19 pandemic. In response to a question by Commissioner Bunting, Ms. Pursel confirmed that costs for this new program include the use of FY20 budgeted funds of \$60,000 and FY21 budgeted funds of \$60,000. She further confirmed that these costs would not impact Maintenance of Effort costs. Commissioner Elder congratulated Ms. Pursel, noting that this program is being recognized as a model program throughout the State.

Pursuant to the recommendation of Development Review and Permitting (DRP) Director Ed Tudor and upon a motion by Commissioner Bertino, the commissioners unanimously adopted the Findings of Fact and Zoning Reclassification Resolution 21-02 for Rezoning Case No. 429 to rezone approximately 129.28 acres of land located to the southerly side of Nassawango Road, west of MD Rt. 12, and more specifically identified on Tax Map 70 as Parcel 18 - Parcel A, from RP Resource Protection District to A-1 Agricultural District; and the Findings of Fact and Zoning Reclassification Resolution 21-03 for Rezoning Case No. 430 to rezone approximately 385.5 acres of land located to on the southerly side of Cellar House Road, northeast of Whitesburg Road, and more specifically identified on Tax Map 69 as Parcels 25 and 27, from RP Resource Protection District to A-1 Agricultural District.

Pursuant to the written request of Public Works Deputy Director and upon a motion by Commissioner Bertino, the Commissioners unanimously awarded the best bid for the lease of one current model year CAT 963 WHA landfill track loader to be utilized by the Solid Waste Division of Public Works to Carter Machinery at an acquisition cost of \$529,500 less buy back at the end of five years of \$102,500 for a net adjusted price of \$427,000. In response to questions by Commissioner Nordstrom, Public Works Deputy Director John Ross advised that only two bids were received, and the apparent low bid of \$403,815 from Jesco, Inc. is for a John Deere 755K Crawler Dozer, which does not meet the size specifications and comes with a warranty for only 10,000 hours, while the CAT meets all bid specifications and comes with a warranty for 12,500 hours. In response to a question by Commissioners Elder, Mr. Ross stated that the specifications for this piece of equipment are updated every five years.

The commissioners received objections and other public comments on the proposed disposal of surplus County vehicles and equipment no longer used by the County, by auctioning these items on GovDeals.com. There being no objections, upon a motion by Commissioner Bertino, the commissioners unanimously agreed that the list of personal property, including vehicles, furniture, and equipment, will be sold online at www.govdeals.com as County surplus property.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing on Bill 21-3 (Public Safety – Animal Control), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on April 20, 2021. Animal Control Officer Glen Grandstaff reviewed the bill, which includes but is not limited to revisions to the kennel license code to clarify a common breeder, commercial breeder, and the operation of a commercial kennel, adds regulations that require record keeping for vaccinations and healthcare for a breeder involved in the sale of kittens or puppies; increases the enforcement authority of Animal Control related to those

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involved in commercial operations; adds more provisions to define suitable shelter; establishes certain conditions in which tethering of an animal is not acceptable; lowers the stray hold period of cats and dogs from 10 days to the industry standard of three business days, and establishes what constitutes a violation and the penalties and remedies available.

Commissioner Mitrecic opened the floor to receive public comment.

Lynn Bennett, a representative of the Worcester County Humane Society, fully supported the bill, as it will prevent breeders from profiting by treating and housing animals in a cruel manner.

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

Upon a motion by Commissioner Nordstrom, the commissioners unanimously adopted Bill 21-3.

The Commissioners conducted a public hearing on Bill 21-4, which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on April 20, 2021. Development Review and Permitting Director Ed Tudor reviewed the bill, which includes definitions for terms currently found in the Animal Control Subtitle, such as commercial kennel and breeder, and clarify the existing district regulations and home occupation provisions where the commercial kennel use is listed to reflect the new terminology.

Commissioner Mitrecic opened the floor to receive public comments.

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

Upon a motion by Commissioner Nordstrom, the commissioners unanimously adopted Bill 21-4 as presented.

Commissioner Mitrecic closed the legislative session.

Pursuant to the recommendation of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bertino, the commissioners voted unanimously to renew the Independent Contractor's Agreement between Shockley Environmental Services (Bobby Shockley) and Worcester County for the review and recommendation of approval, denial, or revision of Stormwater Management (SWM) Plans and applications for exceptions and waivers as assigned by the County for a two-year period through June 30, 2023, with the contractor to receive 95% of the SWM fees collected by the County.

Pursuant to the request of Mr. Mitchell and upon a motion by Commissioner Church, the commissioners unanimously approved Waterway Improvement Fund Grant Agreement Modification No. 1 between the County and the Maryland Department of Natural Resources (DNR), regarding the provision of assistance from the U.S. Army Corps of Engineers for the Ocean City Inlet and Harbor project and the Section 204 scour hole study for the purpose of providing a no-cost extension and modified scope of work.

The commissioners met with Mr. Mitchell, a Sewer Committee representative, to review a request from Hugh Cropper, attorney for Salt Life Park, LLC and Mark Odachowski (owner), for the allocation of 34 equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) for an expansion of 34 additional units, amenities, and associated open spaces at the existing Salt Life Park mobile home park located on the

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southerly side of Old Bridge Road in West Ocean City (WOC) and more specifically identified on Tax Map 26 as Parcels 191 and 193. Mr. Mitchell advised that the property is currently zoned R-4 General Residential District and is designated S-1 (designated for sewer services within two years) in the County Water and Sewerage Plan, though this does not guarantee any service or obligate the provision of services in that time frame. He stated that the rear of this property is currently allocated six water and sewer EDUs, and if the EDU allocation request is approved, the applicant will also be required to purchase water service from the Mystic Harbour water system. He then reviewed current available capacity and options, which include option 1 – approve the allocation for 34 EDUs by utilizing one EDU from the Vacant or Multi-Lot category from area two, with the owner to surrender the 45 EDUs allocated to the ODIE-1, LLC (Alamo Motel) property on October 23, 2018; and option 2 – deny the request for allocation of 34 EDUs to this property.

In a February 25, 2021 letter to the County, Mr. Cropper advised that the expansion property was originally located in the WOC SSA, with a portion located in the Mystic Harbour SSA. However, the commissioners expanded the Mystic Harbour SSA to include the entirety of the expansion property making it eligible to purchase sewer EDUs from this SSA. He requested the Commissioners credit Mr. Odachowski for the \$90,000 deposits he made in 2018 and 2019 toward the purchase of 45 EDUs awarded to the ODIE-1, LLC (Alamo Motel) in 2018 and either transfer 34 of the 45 EDUs to the mobile home park expansion (with his client to return the remaining 11 EDUs), or allocate 34 EDUs for the mobile home park expansion, with Mr. Odachowski to turn the 45 EDUs back into the County.

Commissioner Bunting opposed requiring Mr. Odachowski to surrender 45 EDUs. In response to his questions, Mr. Mitchell advised that Mr. Odachowski has paid \$90,000 and \$95,000 in nonrefundable accessibility charges, and those funds have already been spent on operational costs within the service area. He recommended the Commissioners postpone making a decision on the allocation until conferring with County Attorney Roscoe Leslie and the County finance team. Mr. Cropper advised that his client has already paid fees of \$157,000 for the 45 unused sewer EDUs and expressed concern that, if his client agrees to surrender those EDUs today without a decision on the associated fees, County staff could recommend not issuing the requested credit.

Commissioner Bertino asked if the County has redirected a deposit to other EDUs in the past. Mr. Mitchell stated that the County has not, but did pass Resolution No. 20-25 granting a six-month extension to the deadline for annual EDU deposits for development projects that have been allocated Mystic sewer EDUs but have not been placed into services due to the COVID-19 emergency, and Mr. Odachowski took advantage of that extension. He recommended that, if the Commissioners approve this request, they do so by way of a new resolution that parallels Resolution No. 20-25 based on continuing circumstances related to the COVID-19. Chief Administrative Officer Harold Higgins advised that any surrendered EDUs must be returned to the original category from which they were allocated, as the allocation tables were approved for the Mystic Harbour SSA by the Maryland Department of the Environment.

In response to additional questions by Commissioner Bertino, Mr. Ross stated concern that this customer purchased 45 EDUs from the commercial category that sat in an account for three years, making them unavailable for any other commercial requests and the request before the commissioners today is a backdoor way to transfer EDUs, which is essentially creating a new policy on the fly.

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In response to additional concerns raised by Commissioner Bertino regarding unpaid quarterly fees on the 45 EDUs, Mr. Odachowski reviewed the history of the Alamo property, noting that prior plans to construct two restaurants on the site became unfeasible due to the COVID-19 pandemic, and he would like to move the EDUs allocated for these projects to the mobile home park to create additional affordable housing in West Ocean City. He advised that for these reasons he requested approval to transfer the 45 EDUs last year, but the COVID-19 crisis brought everything to a standstill. Commissioner Elder acknowledged that this request should be considered due to the unforeseen issues that resulted due to the pandemic.

Following much discussion and upon a motion by Commissioner Bunting, the commissioners voted 6-0-1, with Commissioner Purnell abstaining, to approve the request to allocated 34 EDUs for the Salt Life Park mobile home park and agreed to credit \$45,000 of previous EDU deposits to this project. They further agreed to waive \$38,052 in operating, maintenance, and debt service charges assessed from June 30, 2020 to March 31, 2021 for the Alamo Motel, based on the surrendering of the 45 EDUs allocated to the Alamo Motel.

The commissioners resumed their legislative session.

The Commissioners conducted a public hearing on Bill 21-5 (Zoning – Off-premises signs), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on April 20, 2021. Mr. Tudor reviewed the bill, which would allow billboards to take advantage of the non-conformity provisions of ZS 1-122 relative to reconstruction and to remove the prohibition on reconstruction of billboards subject to a certain amount of destruction. He then advised that the Planning Commission gave a favorable recommendation to the text amendment based on the addition of the following three conditions: maintaining a prohibition on the reconstruction of a billboard by Board of Zoning Appeals action for signs not destroyed by a force of nature; limiting replacement materials to in-kind; and prohibiting an electronic messaging component.

Commissioner Mitrecic opened the floor to receive public comment.

Hugh Cropper, attorney for John H. Burbage, Jr. concurred with the Planning Commission's findings.

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

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Bill 21-5 (Zoning – Off-premises signs) based on the three conditions proposed by the Planning Commission.

The Commissioners closed the legislative session.

Mr. Mitchell provided the Commissioners with a financing update on the project to install a gravity sewer system and central grinder pump station to connect Lewis Road community properties to public sewer at the Landings Wastewater Treatment Plan (WWTP), where capacity is being reserved for these properties. He advised that the United States Department of Agriculture (USDA) has approved a \$500,000 loan with an interest rate of 1.375% for 40 years and a \$1,480,800 grant, and he recommended scheduling a public hearing to receive public comment on the project. He then reviewed all of the available funding options, to include accepting the USDA financing package as submitted; using County funds for a one-time grant to assist with construction costs on the homeowner side to connect the existing properties to sewer and abandon the existing septic systems, or use a portion of the American Rescue Plan Act

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(ARPA) funds allocated to the County to cover the loan repayment included in the USDA package.

Commissioner Bunting stated his full support for accepting the grant and low-interest loan from the USDA, but that he could not support either a County grant or the use of stimulus funds at this time. Instead, he urged the commissioners to wait until after their next work session on broadband to determine how to allocate ARPA money, after which he would support whatever decision the commissioners reach for any water or sewer projects. Commissioner Elder concurred, noting that the commissioners have conceptually agreed to allocate a majority of ARPA funding toward broadband, which would benefit the residents of Lewis Road. He confirmed with Enterprise Fund Controller Michelle Carmean that residents in the Newark area pay \$1,400 annually toward sewer fees, but have received no grant relief from the County, while Lewis Road residents will only be required to pay \$1,242 annually.

Commissioner Bertino agreed that this project needs to move forward, but in the interest of fairness he could not support treating one community differently than any other. He noted that the County has not previously provided such support to similar projects. Mr. Mitchell stated that County staff will be presenting options to provide similar grant relief to other area sewer projects as well in the near future.

Commissioner Mitrecic noted that ARPA funding was not available at the time the Newark spray irrigation project moved forward; however, those residents could also request grant funding to help defray their costs. Commissioner Purnell stated that repaying the USDA loan will result in financial hardships for those who reside on Lewis Road; therefore, she proposed using ARPA funding to defray the USDA loan costs.

Following some discussion and upon a motion by Commissioner Purnell, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to accept the USDA grant of \$1,532,500 for the project and to replace the USDA loan with ARPA funds.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 21-12 adopting the Solid Waste Enterprise Fund Budget and Fees for July 1, 2021 through June 30, 2022 and Resolution No. 21-13, adopting Sanitary Service Area Budgets, Assessments, and Charges, and Establishing Classifications for July 1, 2021 through June 30, 2022, as conceptually approved after their public hearing on June 1.

Commissioner Bertino expressed his support of the Ocean City Police Department and law enforcement throughout the County in light of recent events.

Commissioner Purnell thanked her fellow Commissioners for supporting the Lewis Road sewer extension project.

In anticipation that Governor Larry Hogan will lift the state of emergency in Maryland during a press conference scheduled to take place that afternoon and upon a motion by Commissioner Bertino, the Commissioners agreed to follow the governor's lead, which would include lifting the local state of emergency.

Upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to

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send a letter to Governor Hogan opposing Senate Bill 762 (Maryland Electrician's Act – Revisions), which would negatively impact electricians currently operating in Worcester County following an updated from staff on a Maryland Association of Counties (MACo) Zoom meeting on this legislation.

The Commissioners answered questions from the press, after which they adjourned at 12:00 p.m. to meet again on July 6, 2021.



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

Worcester County

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

PROCLAMATION

WHEREAS, this July, National Park and Recreation Month, the Commissioners are highlighting the role that the team of professionals with Worcester County Recreation and Parks plays in providing essential, recreational services that help build healthy communities and support active lifestyles; and

WHEREAS, we invite residents and visitors to make lasting memories with family and friends while exploring Worcester County parks, trails, and playgrounds and getting active in the numerous and diverse recreation programs available through Worcester County Recreation and Parks.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize July as **Park and Recreation Month** and encourage residents and visitors to learn more about county parks and recreation by visiting <https://worcesterrecandparks.org>.

Executed under the Seal of the County of Worcester, State of Maryland, this 6th day of July, in the Year of Our Lord Two Thousand and Twenty-One.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR



To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Maryland 911 Board project #21-184 New Hire "Tyler Baylous" Training

Date: 28 June 2021

The Department of Emergency Services is seeking authorization to proceed with MD 911 Board Project #21-184 in the of \$1,095.00 to be reimbursed to the County for costs associated with obtaining new hire training for new hire Tyler Baylous.

I am available to answer any questions at your convenience.

Attachments (1)



Department of Public Safety and Correctional Services

Maryland 9-1-1 Board

300 East Joppa Road – Suite 1000, Towson, Maryland 21286-3068
(410) 339-6383 • FAX (410) 339-6306 • www.dpscs.state.md.us/ensb/

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

February 1, 2021

BOYD K. RUTHERFORD
L.T. GOVERNOR

ROBERT L. GREEN
SECRETARY

CHRISTOPHER
McCULLY
DEPUTY SECRETARY
ADMINISTRATION

ANTHONY MYERS
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

Mr. Timothy Coale
Worcester County 9-1-1 Center
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project # 21-184 Worcester County

Dear Mr. Coale:

Under authority granted by the Board, The Office of the Executive Director has approved your IAED Multi Discipline training request in an amount currently not to exceed \$1,095.00, per your County's request. Please close the registration for this protocol-training program one week prior to the start of the first class. If the number of students enrolled differs from your original request, please notify me in writing of the final student enrollment for each protocol class and the subsequent total cost. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,

Scott G. Roper

Scott Roper
Executive Director



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR



To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *B.B.*

Re: Maryland 911 Board project #21-191 to purchase Criticall Pre-employment testing software

Date: 28 June 2021

The Department of Emergency Services is seeking authorization to proceed with MD 911 Board Project #21-184 in the amount of \$2,595.00 to be reimbursed to the County for purchasing Criticall pre-employment testing software.

I am available to answer any questions at your convenience.

Attachments (1)



Department of Public Safety and Correctional Services

Maryland 9-1-1 Board

300 East Joppa Road – Suite 1000, Towson, Maryland 21286-3068
(410) 339-6383 • FAX (410) 339-6306 • www.dpscs.state.md.us/ensb/

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

February 24, 2021

BOYD K. RUTHERFORD
LT. GOVERNOR

ROBERT L. GREEN
SECRETARY

CHRISTOPHER
McCULLY
DEPUTY SECRETARY
ADMINISTRATION

ANTHONY MYERS
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

Mr. Timothy Coale
Worcester Co. Dept. of Emerg. Serv.
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project # 21-191 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its February 25, 2021 meeting, to fund up to \$2,595.00 for Critical Pre-Employment Screening Software (Project # 21-191), per your request. This funding is contingent upon the availability of funds in the Trust Fund.

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,

Scott G. Roper

Scott Roper
Executive Director



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR



To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services *BB*
Re: Maryland 911 Board project #21-309 for Initial NAED Certifications
Date: 28 June 2021

The Department of Emergency Services is seeking authorization to proceed with MD 911 Board Project #21-309 in the amount of \$1,815.00 to be reimbursed to the County for Initial NAED Certifications for new hires Jasmine Mentzer and Ellen Whittemore.

I am available to answer any questions at your convenience.

Attachments (1)



Department of Public Safety and Correctional Services

Maryland 9-1-1 Board

6776 Reisterstown Road – Suite 207, Baltimore, Maryland 21215-2362
(410) 339-6383 • www.dpscs.state.md.us/ensb/

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

June 15, 2021

BOYD K. RUTHERFORD
LT. GOVERNOR

Mr. Timothy Coale
Worcester County 9-1-1 Center
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

ROBERT L. GREEN
SECRETARY

CHRISTOPHER
McCULLY
DEPUTY SECRETARY
ADMINISTRATION

RE: ENSB Project # 21-309 Worcester County

ANTHONY MYERS
CHAIRMAN

Dear Mr. Coale:

SCOTT ROPER
EXECUTIVE DIRECTOR

Under authority granted by the Board, The Office of the Executive Director has approved your IAED Multi Discipline training request in an amount currently not to exceed 1,815.00, per your County's request. Please close the registration for this protocol-training program one week prior to the start of the first class. This funding is contingent upon the availability of funds in the Trust Fund.

JUMARY WEST
FISCAL COORDINATOR

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-339-6383.

Sincerely,

Scott G. Roper

Scott Roper
Executive Director



EMERGENCY SERVICES
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1002
SNOW HILL, MARYLAND 21863-1193
TEL: 410-632-1311
FAX: 410-632-4686

BILLY BIRCH
DIRECTOR



To: Harold Higgins, Chief Administrative Officer
From: Billy Birch, Director of Emergency Services
Re: Maryland 911 Board NENA Training
Date: 28 June 2021

The Department of Emergency Services is seeking authorization to proceed with MD 911 Board Project in the amount of \$389.00 to be reimbursed to the County for NENA training.

I am available to answer any questions at your convenience.

Attachments (1)



**Worcester County
Department of Emergency Services
1 West Market Street, Room 1002
Snow Hill, MD 21863
410-632-3080
410-632-2141 fax**

June 26, 2021

Maryland 911 Board
300 East Joppa Rd., Suite 1000
Towson, Maryland 21826-3068
Attn: Scott Roper

Request for Project Number

Dear Mr. Roper,

I am requesting approval and a project number to cover fees for ETC certification for two employees as well as NENA's Telecommunicator Core Competencies Course for one new employee.

The cost of the ETC course should only be \$45.00 each for the class book, as we have in-house instructors. Total: \$90.00.

The NENA course has a cost of \$299.00.

I am asking for a total of \$389.00 for these purposes.

Thank you and if there are any questions please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy E. Coale".

Timothy E. Coale
Communications Center Manager



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services *B.B.*

Re: AT&T Queen Anne's County Master Participation Agreement

Date: 28 June 2021

The Department of Emergency Services is seeking authorization to sign off on the master participation agreement and proceed with competitively bid Queen Anne's sponsored Next Generation 911 core services and ESInet infrastructure contract which was awarded to AT&T. This agreement/contract includes all nine eastern shore counties and will be covered 100% by the Maryland 911 trust fund. **Requiring no funding from our county at this time.**

I would also like to thank and recognize the Leadership of Queen Anne's county for all of their assistance with the very detailed RFP process and procurement on behalf of all nine eastern shore counties. They have helped all of our counties increase the public safety of all residents and visitors in to the future.

I am available to answer any questions at your convenience.

Attachments (1)

PARTICIPATION AGREEMENT

This participation agreement is made this ___ day of ___, 2021 is by and between AT&T Corp. and Worcester County, Maryland (AT&T and Participant are, at times, referred to individually as a "Party" or together as the "Parties").

WHEREAS, AT&T and Queen Anne's County, Maryland are parties to that certain master contract for Next Generation Core Services Solution, #156533UA, dated December 18, 2020 (the "Master Agreement"); and

WHEREAS, Participant intends to purchase certain AT&T services from AT&T under the same terms and conditions provided for in the Master Agreement;

NOW THEREFORE, in consideration of the recitals set forth above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and AT&T hereby agree to the terms and conditions of the Participation Agreement. Unless otherwise defined, capitalized terms in the Participation Agreement have the meanings ascribed to them in the Master Agreement.

1. Participant agrees to be bound by and pay for all services obtained pursuant to this Participation Agreement and agrees that all terms, conditions, obligations, rights and remedies under the Master Agreement applicable to Queen Anne's County are fully enforceable against Participant to the extent permitted by law.

2. AT&T agrees to provide products and services available under the Master Agreement to Participant pursuant to the terms and conditions of the Master Agreement and this Participation Agreement.

3. This Participation Agreement's term runs concurrently with the term of the Master Agreement.

4. This Participation Agreement may not be assigned by Participant. Any such assignment shall be null and void.

5. AT&T may disclose to Queen Anne's County the fact that Participant is participating in the Master Agreement, and such disclosures may include Participant's name, services purchased, monthly or annual usage, total billings, and payment status.

6. In the event of a conflict between the terms contained in this Participation Agreement and the Master Agreement, the terms and conditions of the Participating Agreement are first in precedence.

7. Queen Anne's County is neither a party to nor a beneficiary of this Participation Agreement and takes on no obligations and receives no entitlements because of this Participation Agreement.

8. Any required notices under this Participation Agreement shall be in writing and shall be sent to the office of the recipient set forth below or to such other office or recipient as designated in writing from time to time:

To Participant:

Name: _____

Title: _____

Address: _____

Email: _____

To AT&T:

Name: Michael Arrington

Title: Director

Address: 7125 Columbia Gateway Dr.
Columbia, MD 21046

Email: ma6568@att.com

9. This Participation Agreement constitutes the entire, final, and complete agreement between the Parties. This agreement replaces and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral concerning the services. This Participation Agreement shall not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions not expressly set forth or incorporated by this Participation Agreement unless made in writing and signed by a duly authorized representative of each Party and presented to the respective Parties.

10. Each signatory below represents that he or she is authorized to sign this Participation Agreement on behalf of the Party designated.

11. This Participation Agreement shall be void if not executed by Customer and received by AT&T within thirty (30) days of the date AT&T executed the Participation Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

IN WITNESS WHEREOF, AT&T and Participant have caused this Participation Agreement to be executed by their duly authorized representatives as of the Participation Agreement Effective Date.

DATE: _____

AT&T Corp.

By: _____
(by its authorized representative)

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008
<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: William Bradshaw, P.E., County Engineer/Bldg. Administrator 
DATE: June 28, 2021
SUBJECT: Washington Street Parking Lot Expansion

This memo is a request for approval to release the attached specifications and drawings for the Washington Street Parking Lot Expansion for bidding. The parking lot expansion will add sixteen parking spaces. This design has received stormwater approval and the plans reviewed with the Town of Snow Hill. If needed, technical support from J. Stacey Hart Associates will be time and material because the design contract is complete.

Once the Commissioners have reviewed the packet, it is requested that authorization be provided to solicit bids for the work and engineering support. Also attached is a vendor list and notice to bidders.

Please contact me if there are any questions. Thank you.

Attachments

Cc: Ed Tudor, Director of Development Review and Permitting

NOTICE TO BIDDERS**Worcester County Washing Street Parking Expansion****Snow Hill, Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids from Contractors for the expansion of an existing parking area at the Washington Street Snow Hill, MD location. The expansion will include development of a vacant lot including storm water and parking space addition as well as restriping and integration of existing parking areas. The expansion will be adjacent and attached to the existing parking area. The Bid Documents including Instructions to Bidders, Work Scope, General Conditions and detailed Plans and Specifications may be obtained at www.co.worcester.md.us/bids. Interested bidders are requested to review the site and work and submit any questions to Worcester County for answer and publication as a bid addendum. Interested bidders are encouraged to attend a **pre-bid conference on Monday, July 26, 2021 at 10:00** at the Worcester County Government Center (1 West Market Street – Board Meeting Room – First Floor, Snow Hill, MD) at 10:00 am (EDT). **Sealed bids will be accepted until 1:00 PM, Monday, August 9, 2021** in the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Worcester County Washington Street Parking Lot**" in the lower left-hand corner. After opening, bids will be tabulated and submitted with recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. Technical questions and inquiries shall be addressed to William Bradshaw P.E., County Engineer, Room 1201 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, (phone) 410-632-1200, ext. 1150, (fax) 410-632-3008 or by email to bbradshaw@co.worcester.md.us, in writing by 5:00 PM EST on Monday, August 2, 2021.



Worcester County Maryland

Bid Documents

For:

Worcester County Washington Street Parking Lot Expansion

1 West Market Street

Snow Hill, Maryland 21863

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- S1 DESCRIPTION OF SERVICES SPECIFICATION

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- A2 Exhibit A – Worcester County Maryland Standard Terms

DRAWINGS, SPECIFICATIONS, AND SUPPLEMENTAL REPORTS

- D1 Planting Specification and Seal Coating
- D2 Drawings
 - ARCHITECTURAL DRAWINGS AND SPECIFICATIONS – SEE J Stacey Hart Plan Set for details of demolition and construction
 - Expansion and Landscape Plan

N1

NOTICE TO BIDDERS**Worcester County Washing Street Parking Expansion****Snow Hill, Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids from Contractors for the expansion of an existing parking area at the Washington Street Snow Hill, MD location. The expansion will include development of a vacant lot including storm water and parking space addition as well as restriping and integration of existing parking areas. The expansion will be adjacent and attached to the existing parking area. The Bid Documents including Instructions to Bidders, Work Scope, General Conditions and detailed Plans and Specifications may be obtained at www.co.worcester.md.us/bids. Interested bidders are requested to review the site and work and submit any questions to Worcester County for answer and publication as a bid addendum. Interested bidders are encouraged to attend a **pre-bid conference on Monday, July 26, 2021 at 10:00** at the Worcester County Government Center (1 West Market Street – Board Meeting Room – First Floor, Snow Hill, MD) at 10:00 am (EDT). **Sealed bids will be accepted until 1:00 PM, Monday, August 9, 2021** in the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Worcester County Washington Street Parking Lot**" in the lower left-hand corner. After opening, bids will be tabulated and submitted with recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. Technical questions and inquiries shall be addressed to William Bradshaw P.E., County Engineer, Room 1201 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, (phone) 410-632-1200, ext. 1150, (fax) 410-632-3008 or by email to bbradshaw@co.worcester.md.us , in writing by 5:00 PM EST on **Monday, August 2, 2021**.

I1

**Instructions to Bidders and Description of Services
Worcester County Washington Street Parking Expansion****General:**

Worcester County intends to expand the existing parking lot located on Washington Street Snow Hill Maryland (formerly 108 Washington Street). This document outlines the Contractor services to complete the expansion and improvements in accordance with plans and specifications. Contractor Services include all labor, services, materials, equipment, tools, supervision, and work necessary to complete the specified work.

Instructions to Bidders:

1. Bids - Bids should be submitted in sealed envelopes clearly marked in the lower left-hand corner "Worcester County Washington Street Parking Lot Expansion". Bidders must acknowledge all addenda in the final bid and submit the bid form marked "final".
2. Bids Due Date – Bids should be mailed or hand carried to be received in the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195 by or before the bid due date and time in the "Notice to Bidders". Bids received after the appointed time will not be considered.
3. Pre-bid Inspection – A pre-bid inspection will be held as published in the "Notice to Bidders" at the Site of the Renovation Project.
4. Project Schedule: The successful contractor will receive a "Notice to Proceed" from Worcester County and will then proceed to execute the project. Notice to proceed shall be based on Worcester County Commissioner approval and finalization of all contract, bond and insurance documentation.
5. Drawings and specifications will be posted on Worcester County Bid Board at www.co.worcester.md.us. Addendums will be added at the same location and it is the responsibility of the bidder to check for all addendums and acknowledge each in the final bid proposal.
6. Proposal Submittals - Vendors shall submit one (1) original and two (2) copies of the proposals. Professional Resume's, Subcontractor Name and credentials, Bid form (see attachment 2), and any exceptions shall be included with proposal

submittal. The bidder shall provide licensing credentials for the jurisdiction of practice and include a minimum of three references able to provide information regarding the completion of similar work/projects. Contractors should designate like experience in proposals for consideration by the County Commissioners.

7. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of the County's request, written evidence of types such as financial data, previous experience, and any other pertinent information requested to complete the project to the satisfaction of the County.
8. Bid Bond – Bid bonds shall be included with proposals. Each bidder shall provide with the proposal a Bid Security bond in the amount of five percent (5%) of the total bid. The form of the bid bond is AIA Document A-310. Attach to the Bid Form as a supplement. Copies of AIA standard forms may be obtained from the American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800)942-7732.
9. The successful contractor will be required to execute a contract with Worcester County with reference to the specifications, drawings, attachments and addenda.
10. Performance Bonding - A performance bond must be supplied for equipment and installation services to be executed prior to completing a contract with Worcester County. Bond pricing shall be included in the proposal. Performance Bond AIA A312 is the required form of performance bond to be executed concurrent to contract execution with the owner for the project. Copies of AIA standard forms may be obtained from the American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800)942-7732.
11. Insurance – See Exhibit A
12. The County shall evaluate proposals and experience and award based on the best overall value.
13. Proposals shall include pricing for listed equipment and services. Where noted on the project drawings and specifications, alternate/option pricing is requested.
14. Allowances, if identified, for items shall be established during the bid process as needed and included in the final bid proposal forms.
15. Equipment or material shall be warranted a minimum of 1 year from acceptance by Owner.

16. Questions regarding specifications to prepare proposals for the bid due date must be submitted before 5:00 p.m. five (5) business days prior to the bid due date. See notice to bidders.
17. Worcester County will apply for a construction permit with the Town of Snow Hill. The successful contractor will be named on the permit application. Stormwater reviews are complete. All inspections – coordination and completion – are the responsibility of the Contractor. Third party inspections are the responsibility of the contractor.
18. Material substitutions will be contingent on approval by Owner and Engineer. Material submittals are required to be provided to the owner prior to purchasing. The submittals will be reviewed and returned to the contractor but will not be made a contract document.
19. The contractor shall verify all conditions and dimensions prior to construction. Conditions not reported prior to construction may not be used as grounds for additional expense claims. The contractor has access to the site during bidding and must review all existing conditions and account for in bid proposals to complete the project.
20. It is the responsibility of the contractor to assure that all work is completed in accordance with all codes, ordinances and regulations applicable to the project.
21. Proper assembly, installation and operation of all materials and components, systems and finishes shall be in accordance with manufacturer's instructions.
22. Components, materials and methods for construction safety are not included in these drawings. It shall be the contractors responsibility to comply will all rules and regulations of OSHA/MOSH during all construction.

End of Section.

S1

Description of Services:**Scope of Work:**

1. Equipment and Material Supply and Installation – per Engineer’s Drawings and Specifications “Worcester County Washington Street Parking Lot Expansion”. Engineer is J. Stacey Hart & Associates.
2. Construction Services – Supply all labor and supervision, professional services, tools and equipment necessary to complete the project in accordance with the plans and specifications.

Contract Requirements and Special Conditions:

1. The contractor shall be required to execute a contractor’s agreement with Worcester County regarding the performance of the work scope and special conditions of the contract.
2. Terms of agreement shall be time limited to include the performance of services. Work shall be completed in 6 months of notice to proceed.
3. Schedule - The contractor shall submit within 10 days after contract a schedule of values and timeline schedule for review and approval by the owner. Within 10 days of award, the successful contractor shall submit a detailed project schedule to the owner delineating all work and specific times and durations when parking areas will be interrupted due to construction. Interruptions to existing parking shall only be permitted on 1 week intervals and must be scheduled and approved and by the owner 2 weeks in advance of planned work. The contractor shall advertise parking disruptions by road signs 1 week in advance of the planned disruption. Parking and sidewalk may not be interrupted on the first and third Tuesday of each month. Parking and sidewalk work must be completed during the intervals not inclusive of the first and third Tuesday.
4. Payment shall be governed by the approved award amount and schedule of values. Invoices may be submitted based on completed work and paid based on approval by the County. The County shall not be required to pay for incomplete work. A partial release of liens must be provided from the Contractor and all sub-contractors prior to release of payment in the amount of the requested amount less the retention for each application. For each application, a retention amount of 5% will be held until final acceptance of all work complete. Final release of liens is required from each contractor prior to releases of final payment. Application for payment shall be submitted on AIA form G702 and follow

associated instructions. Email submissions and (1) original copy is required for invoice/application submittal.

5. Taxes – Contractors shall include applicable sales and use tax on all purchases.
6. Permits – The County shall initiate a construction permit and name the contractor on the application. The contractor shall be responsible to coordinate inspections including building, electrical, utility, plumbing, stormwater, E&S, and zoning required to complete the project as governed by the local jurisdiction. Pre-construction meetings are required with the Town and designated inspection agents. Third party inspections including, not limited to, soil compaction/bearing, steel, engineers certification are the responsibility of the contractor.
7. The local jurisdiction for the project is the Town of Snow Hill Maryland.
8. Material supply shop drawings are required for owner approval. Submittals shall include equipment drawings, specifications, brochures, and literature that describes the equipment proposed. Submittals mechanical, electrical, and those designated on the architectural drawings are required. A minimum of four (2) copies plus email submittals are required.
9. Upon completion, the contractor shall provide a set of “As-built drawings” showing all deviations from the contract drawings and actual installation details. As-built drawings for all installed items, utility and storm water are required.
10. The contractor shall supply all services for inspections, certifications, and testing as needed to complete the project.
11. Change orders – Change orders shall be submitted to the owner – 2 copies are required. Change orders must include a full itemization of material and labor necessary to complete additional work and include a written description of the change. It is preferable to execute change orders by lump sum price. General Contractor markup for overhead and profit shall be 5% on subcontractor change orders. All change orders must be approved by the Worcester County Commissioners. Adequate time must be allowed for change order submission, review and approval by the County Commissioners at scheduled bi-weekly meetings (approximately 4 week cycle depending on quality of submission).
12. Storage – Contractors may store material on-site and stage for installation. Stored material must be protected as required. The owner is not responsible for stolen or damaged stored material. Site storage space is limited and items must be minimized to allow use of the adjacent parking area. Perimeter fencing around the construction area is required to prevent danger to the public and

protect the worksite. County facilities shall function during construction. Contractors must coordinate with County Personnel to maintain public parking and access.

13. Contractor shall maintain a construction work crew at site and include supervision and all trade labor sufficient to expedite and complete the designated work. A responsible Contractor representative must be maintained on-site while work is in progress.
14. A work initiating meeting shall be held with the contractor and owner after award to review the contract documents, schedule, work plan and any other issues pertinent to the completion of the project. At the initial meeting, the contractor shall present the work plan and sequence of work to the owner. Prior to beginning work on the project, the selected contractor shall be provided "Notice to Proceed" letter from the Owner.
15. The contractor will be required to provide any field office required for job personnel. The contractor shall provide temporary toilet facilities for the job personnel and remove at the end of the job. Toilets must be maintained in a sanitary condition.
16. Work Hours - Site Work hours are 7AM-9PM Monday-Saturday, 9AM-5PM – Sunday and must comply with the Town of Snow Hill ordinance.
17. Utilities will not be provided by the owner for the project.
18. Signage and curb stops – Existing signage is to be removed and reinstalled in the new lot as necessary after space adjustments. All new signage and markings included on the design drawings is the responsibility of the contractor to provide and install. All spaces will require curb stops and the supply and install is the responsibility of the contractor. Existing stops may be re-used at similar locations. The contractor shall provide all barriers to re-direct traffic and pedestrians to keep the jobsite safe. The contractor shall provide signage redirecting parking to Green Street when any parking is taken out of service. Signage must be coordinated with the Town and County.
19. Landscaping –All landscape work must be completed by a licensed landscape contractor demonstrating capabilities for specified work. All final grading and seeding is the responsibility of the contractor. Landscaping shall be included for the proposed hedge (see Landscape plan) per the allowance in the base bid.
20. All trash and debris generated by the contractor and employees is the responsibility of the contractor to properly dispose of same. The job side must be

- kept clean and free of debris at all times. Trash receptacles are the responsibility of the contractor.
21. The owner may complete additional work during the performance of these specifications by hiring additional contractors or with County personnel. The contractor must cooperate with other owner authorized work at the same site.
 22. Allowances (to be included in the base bid price):
 - a. Design Contingency Allowance - \$10,000
 - b. Hedge installation allowance - \$ 12,000
 23. Pedestrian Control and public safety – County facilities will be open for the duration of the project. It is the responsibility of the contractor to completely fence the work areas and to direct vehicle and pedestrian traffic around the work area. Now work shall commence without safety measures in place.
 24. Material specifications and details are per Maryland SHA Standard Specifications for Construction and Materials.
 25. Disposal of debris and material to complete the project including, but not limited to, trees/shrubs, concrete, etc. is the sole responsibility of the contractor. Tree stump removal must be below utility elevation and where covered with new surface fill must be compacted and capped with concrete to prevent settling.
 26. Electrical Conduit Installation – Conduit installation underground location is included in the design drawings. Two 2 inch conduits (only one route shown on drawings) are required installed with pull strings for future use. No electric cable is to be installed with this contract. Where stub-ups are shown in three locations the contractor shall supply and install concrete open bottom enclosures equivalent or equal to Quazite Underground Enclosure Assembly 25 inch by 15-1/2 inch part number PG1324Z80409 or Grainger item 4FEE2.
 27. Cleaning – prior to final acceptance by the Owner, the contractor shall clean the project site, remove any stored material and equipment, repair/stabilize and reseed disturbed areas of the yard and notify the Owner for inspection.
 28. The contractor shall notify the owner when ready for final acceptance. Prior to final inspection, the contractor shall provide:
 - a. As-built drawings. The contractor is responsible for providing a Maryland licensed surveyor for all layout, locating and including final site as-built plus storm water system as-built drawings. These drawings will be

reviewed and accepted by the owner and permit authority prior to final completion.

- b. Maintenance manuals for supplied equipment and materials.
- c. All test, inspection and certification reports.
- d. Guarantees, certificates for equipment and building.
- e. Release of liens for all contractors and subcontractors, bonding company approvals and consent of surety to final payment.
- f. One copy of all approved shop drawings.
- g. Extra material supplies as specified in the drawings and specifications.
- h. Cleaning.
- i. Stabilize and seed yard as necessary.
- j. Removal of temporary facilities and equipment.

End of Section.

A1 Bid Form –

Worcester County Washington Street Parking Lot Expansion

We submit this proposal for the following project:

Construction Services:

- 1. Base Bid Work Scope \$ _____
- 2. Bid Add Alternate A Scope (see design drawings)
\$ _____
- 3. Bid Option Seal Coating B (per specification section D2)
\$ _____

List any Exceptions to the Scope of Work (provide attachment and reference if needed – if no exceptions then enter “NONE” below):

Addendum Acknowledgement (All addenda must be acknowledged)

Addendum # ___ Dated _____:Signature _____

Addendum # ___ Dated _____:Signature _____

Addendum # ___ Dated _____:Signature _____

Bid must be signed to be considered

Date _____

Signature: _____

Name: _____

Company: _____

Address: _____

Telephone: _____

Email : _____

A2 – Exhibit A, Worcester County Maryland Standard Terms

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 use County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
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.

D1 - Planting and pavement sealing Specification:

1. Planting Allowance to be included in proposal \$12,000. This allowance only includes hedge plantings shown on the landscape drawing. Plants to be included are Nandina spaced for the hedge border and mulched at the base in a row 4 ft. wide minimum. All seeding and stabilization for stormwater/site must be included in the base proposal.
2. Seal Coating of Existing Pavement prior to re-striping per the Engineers plans – Bidder shall include the application of existing line masking, commercial grade crack filler, and top seal coat system of existing parking area prior to restriping in accordance with the parking lot design in the base price. Material submittal is required for approval by the engineer and owner. Schedule for this work must be included in the restriped parking area construction.
3. Seal coating and restriping of rear parking lot Option B. The Bidder shall include an option to apply commercial grade crack filler and top seal coat system of existing parking area and restriping (same layout as existing) the rear parking area. This area is not part of the construction drawings work. This area is approximately 34,750 SF and located in the rear of the expanded parking area. This work must be scheduled when the expanded parking lot is opened and during a low demand time – Friday evening after 6PM to Monday morning 6AM. Traffic areas must be managed by the contractor for the duration of the work from closure to open. This option should be entered on the Bid form Bid Option Seal Coating B.

D2 – Drawings and Specifications (Attached Below)

Washington Street Expansion and Landscape Plan

J Stacey Hart and Associates

Sheet 1 – Existing Conditions and Erosion Control

Sheet 2 - Base Bid

Sheet 3 - Add Alternate Bid A

Sheet 4 - Stormtech Details

Sheet 5 - Site Details

Sheet 6 – Sediment Control Details



**Worcester County,
Maryland**

**Washington Street Parking
Expansion & Landscape Plan**

-  Approx. Parking Lines
-  Proposed Hedge
-  Trees to Keep
-  Trees To Be Removed
-  Grass Area
-  Parking Lot
-  Approximate Property Lines

**DEPARTMENT OF DEVELOPMENT
REVIEW & PERMITTING
Technical Services Division**

Drawn By: MDD
Reviewed By: KLH

0 50 Feet

1 inch = 50 feet
Map prepared for the Department of Public Works,
on May 11, 2021.

S:\ComprehensivePlanning\GIS\Map\Dunlevy\FranklinStreet_Sum\Water\Plan\WashingtonStreetParkingLd\05-11-21.mxd

TOWN APPROVAL

THIS APPROVED CONSTRUCTION PLAN HAS BEEN REVIEWED AND APPROVED BY THE TOWN OF SNOW HILL.

AUTHORIZED REPRESENTATIVE (SIGNATURE): *[Signature]* DATE: 2/23/2020

PRINTED NAME: *[Name]*

EXISTING

OWNERS CERTIFICATION

THE CONTRACTOR AND OWNER SHALL PROVIDE SUPERVISION AND CERTIFICATION OF ALL CONSTRUCTION OF EROSION CONTROL MEASURES THAT PROTECT THE TOWN AND FEDERAL, BY A PROFESSIONAL ENGINEER DULY LICENSED IN THE STATE OF MARYLAND.

I, THE UNDERSIGNED, CERTIFY THAT ALL LAND CLEARING, GRADING, CONSTRUCTION AND DEVELOPMENT SHALL BE DONE IN ACCORDANCE WITH THE APPROVED PLAN.

AUTHORIZED REPRESENTATIVE (SIGNATURE): *[Signature]* DATE: 2/23/2020

HAROLD L. HEDRICK, CHIEF ADMINISTRATIVE OFFICER

PRINTED NAME: _____

LEGEND:

- EXISTING SPOT ELEVATION
- EXISTING CONTOUR
- EXISTING SIGN (TO BE SAVED & RELOCATED)
- PROPOSED BELT FENCE
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED STORM DRAIN INLET
- PROPOSED CHECK DAM
- PROPOSED STABILIZED CONSTRUCTION ENTRANCE
- AT-GRADE INLET PROTECTION
- CURB INLET PROTECTION
- PROPOSED DRAIN PIPE
- PROPOSED PAVING

SITE PLAN & EROSION CONTROL

GENERAL NOTES & SITE DATA:

- TAX MAP 200, PARCELS 847 & 848
- BOUNDARY INFORMATION OF PARCEL 848 BASED ON PLAT BY GEORGE E. YOUNG, II, PC DATED 06/19/14.
- OWNER/DEVELOPER: COUNTY COMMISSIONERS OF WORCESTER COUNTY MARYLAND 1 WEST MARLEY STREET, ROOM 1103 SNOW HILL, MD. 21883 410-623-1194

ENGINEER: J. STACEY HART & ASSOCIATES, INC. POST OFFICE BOX 6 SNOW HILL, MARYLAND 21883 CELL: 410-430-4189

- CURRENT ZONING: R-2
SETBACKS:
30' - FRONT
30' - REAR
5' - SIDE
- SOIL TYPES: FmB - FORT MOTT, HYDROLOGIC SOIL GROUP "M"
UpB - URBAN LAND, HYDROLOGIC SOIL GROUP "O"
- PARCEL SIZE: 847 - 1.530 ACRES
848 - 0.282 ACRES
- LIMITS OF DISTURBANCE (LOD) = 19,838 S.F. @ 438 ACRES
- THIS SITE IS NOT LOCATED WITHIN CRITICAL AREAS.
- THERE ARE NO WETLANDS ON THE SUBJECT PROPERTY
- THIS SITE IS EXEMPT FROM FOREST CONSERVATION DUE TO THE LOT SIZE BEING LESS THAN 40,000 SQUARE FEET
- PARKING LAYOUT AS PROVIDED BY WORCESTER COUNTY WITH 64 SPACES WITH RE-STRIPING OF EXISTING LOT AND NEW SPACES ADDED.
- SUPPLY AND INSTALL NEW PARKING BUMPERS AS REQUIRED FOR ALL SPACES. CONCRETE SUBSTRATUM REQUIRED.

SHEET INDEX

C1 EXISTING CONDITION & EROSION CONTROL
C2 PROPOSED - BASE BID
C3 PROPOSED - BID ALTERNATE A
C4 DETAILS - BID ALTERNATE A
C5 DETAILS - SITE
C6 SEDIMENT EROSION CONTROL DETAILS

PROFESSIONAL CERTIFICATION

I, J. Stacey Hart, Professional Engineer, certify that these documents were prepared and approved by me and I am a duly licensed professional engineer under the laws of the State of Maryland.

DATE: 2/23/2020

11/30/2020

EXISTING CONDITIONS AND EROSION CONTROL

DRAWN BY: J.S.H. DATE: 11/2018

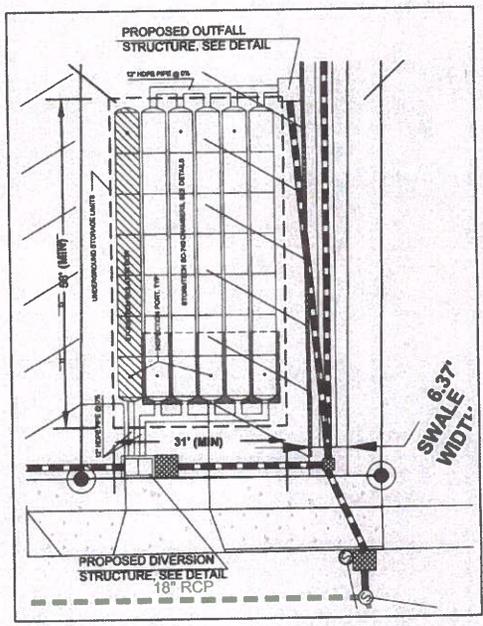
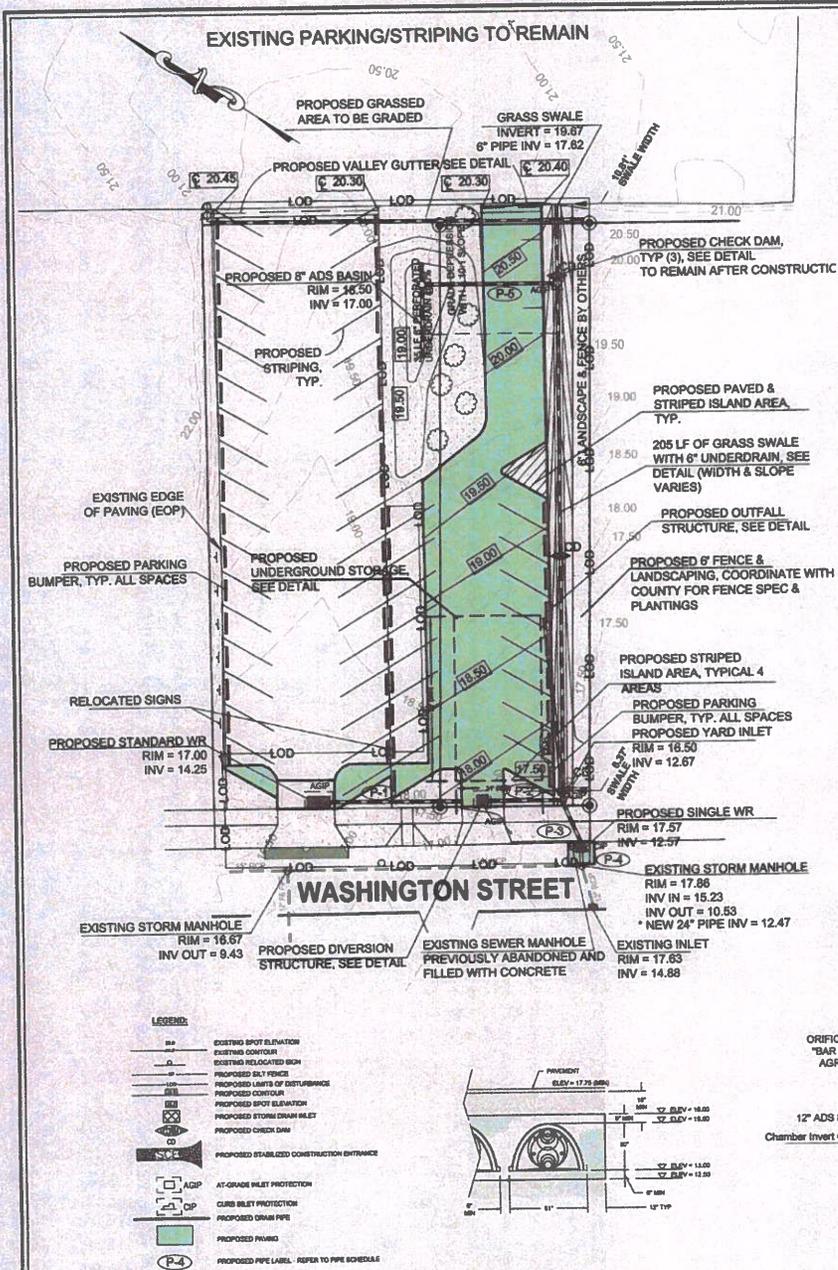
JOB NUMBER: 2017-070

SCALE: 1"=30'

1 of 6

J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6
SNOW HILL, MD. 21883
PHONE: 410-330-8088
FAX: 410-330-8089
EMAIL: jstacey@staceyhart.com

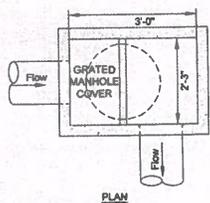


STORM DRAIN PIPE SCHEDULE

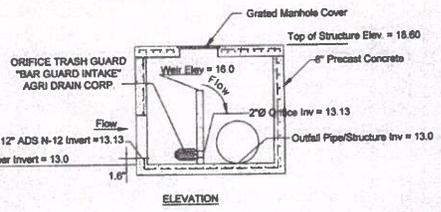
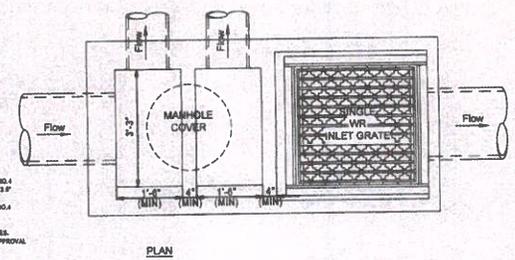
NO	SIZE	TYPE	LENGTH	INVERT IN	INVERT OUT	OFFSETS	REMARKS
1	12"	SRP	50	14.26	13.99	0.26	PRIVATE
2	24"	SRP	20	13.00	13.00	0.00	PRIVATE
3	18"	SRP	18	13.87	13.87	0.00	PUBLIC
4	24"	SRP	18	13.87	13.47	0.40	PUBLIC
5	6"	PVC	45	17.82	17.06	0.76	PRIVATE
6	18"	SRP	65	13.00	13.87	0.87	PRIVATE

NOTE: SRP PIPE IS TO BE SPIRAL REB PIPE WITH AN IN-PIE, DUAL-WALLED HDPE PIPE WITH AN IN-PIE IS AN APPROVED EQUAL WHERE POSSIBLE.
 ** PLEASE NOTE THE PIPE AND STRUCTURE INVERTS ARE DIFFERENT IF THE ADD ALTERNATE IS ACCEPTED

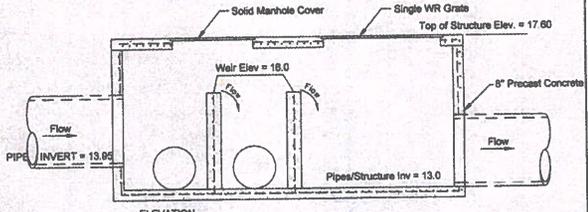
STORMTECH BC-740 LAYOUT
1"=10'



- GENERAL NOTES**
- CONCRETE TO BE ACI NO. 2 CLASS FIB.
 - WALL REINFORCEMENT SHALL BE ONE LAYER OF NO. 4 DEFORMED BARS @ 6" O.C. TWO WAYS, AND HAVE 3" COVER FROM REBAR WALL.
 - BASE REINFORCEMENT SHALL BE ONE LAYER OF NO. 4 DEFORMED BARS @ 6" O.C. TWO WAYS, WITH 2" COVER FROM TOP OF BASE.
 - PROVIDE WATERSTOP CONDITIONS FOR ALL PIPES.
 - CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING.



OUTLET CONTROL STRUCTURE
NO SCALE



DIVERSION STRUCTURE
NO SCALE

J. STACEY HART & ASSOCIATES, INC.
 POST OFFICE BOX 108
 PHONE: 410-394-0088
 FAX: 410-394-0386
 EMAIL: jstacey@staceyhart.com

REVISIONS

DATE	REVISED FOR	DATE	COUNTY COMMENTS

**WASHINGTON STREET
PARKING LOT EXPANSION**
TOWN OF SNOW HILL
WORCESTER COUNTY

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE.
 LICENSE NO. 111202208
 EXPIRATION DATE: AUGUST 18, 2023



ADD ALTERNATE BID A

DRAWN BY: L.J.H.	DATE: 11/20/18
JOB NUMBER: 2017-070	SCALE: 3 of 6
	1"=20'

VENDOR LIST

Bunting and Murray
 32924 Lighthouse Road
 Selbyville, Delaware 19975
 Attn: Jody McClanahan
 Phone No.: 302-436-5144
 Fax No.: 302-436-1753
 E-mail: jody@buntingandmurray.com

Allan Myers
 440 Twin Oaks Drive
 Dover, Delaware 19904
 Attn: Wesley Paxton
 Phone No.: 302-883-3501
 Fax No.: 302-883-3498
 E-Mail: Wesley.Paxton@allanmyers.com

Terra Firma of Delmarva, Inc.
 Post Office Box 478
 Delmar, Delaware 19940
 Attn: Vicki Pusey
 Phone No.: 302-846-3350
 Fax No.: 302-846-3517
 E-mail: vicki@terrafirmacorp.com

Chesapeake Paving and Sealing, Inc.
 2445 North Zion Road
 Salisbury, Maryland 21801
 Attn: Jeff Brown/Kelly Marlott
 Phone No.: 410-742-2330/443-978-8176
 Fax No.: 410-749-0466
 E-mail: chesapeakepaving@verizon.net

River Asphalt, L.L.C.
 30548 Thorogoods Road
 Dagsboro, Delaware 19939
 Attn: Joe Taylor
 Phone No.: 302-934-0881
 Fax No.: 302-934-0886
 E-mail: jtaylor@hkggroup.com

ECM Corporation
 7704 Race Road
 Jessup, MD 20794
 Attn: Lazaro Constanza
 Phone No.: 301-880-9729, Ext 101
 Fax No.: 301-560-8882
 Email: lazaro@ecmutilities.com

George & Lynch
 150 Lafferty Lane
 Dover, Delaware 19901
 Attn: Anthony Taddeo / Jeff Norman
 Phone No.: 302-736-3031
 Fax No.: 302-734-9743
 E-mail: jnorman@geolyn.com
ataddeo@geolyn.com

Pavement Corporation
 2255 Pinefield Station Road
 Post Office Box 1498
 Waldorf, Maryland 20601
 Attn: John Trotter
 Phone No.: 301-855-1650, ext 1024
 Fax No.: 301-396-5783
 Email: johnt@pavementcorp.com

Del-Mar-Va Paving LLC
 Post Office Box 1519
 Easton, Maryland 21601
 Attn: Mac Nossick
 Phone No.: 410-819-3001
 Fax No.: 410-745-2033
 Email: mnoossick@dmvpaving.com

Asphalt Emulsion Industries, LLC
 3617 Nine Mile Road
 Richmond, VA 23223
 Attn: Eugene Cifers
 Phone No.: 804-716-7900
 Fax No.: N/A
 Email: ecifers@asphalt-emulsion.com

Russell Paving Company
 Post Office Box 186
 Church Creek, MD 21622
 Attn: Monica Russell
 Phone No.: 410-228-8040
 Fax No.: N/A
 Email: russellpavingcompany@gmail.com

Accurate Asphalt
 102 Twin Cove Road
 Stevensville, MD 21666
 Attn: Cody Cole
 Phone No.: 410-697-3167
 Fax No.: N/A
 Email: cody@accurate-asphalt.com

Administration
 LOUIS H. TAYLOR
 Superintendent of Schools
 C. DWAYNE ABT, Ed.D.
 Chief Safety & 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 Operating & 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
 ERIC W. CROPPER, SR.
 President
 ELENA J. MCCOMAS
 Vice-President
 JON M. ANDES, Ed.D.
 WILLIAM E. BUCHANAN
 TODD A. FERRANTE
 WILLIAM L. GORDY
 DONALD C. SMACK, SR.

July 6, 2021

Mr. Joseph M. Mitrecic, President
 Worcester County Commissioners
 Worcester County Government Center
 One W. Market Street, Room 1103
 Snow Hill, Maryland 21863

Dear President Mitrecic:

We are very pleased to report a successful bid opening for the Steel Bid Package for the Stephen Decatur Middle School Addition project held on June 17, 2021. The current cost of construction materials and their availability have become very real challenges, especially the procurement of structural steel. The Board of Education's plan to release the Stephen Decatur Middle School Addition project's documents to prospective bidders in July and open bids in August has been impacted by current market conditions. There is currently an eight month lead time for delivery of steel for construction projects. In order to maintain our construction schedule and in consultation with our construction manager, the Board of Education released the steel bid package early.

Upon completion of comprehensive scope reviews conducted by The Whiting-Turner Contracting Corporation, the construction management firm for the project, the proposed bid award was presented to the Board of Education in the amount of \$718,642.00. The proposed bids were approved by the Board of Education on June 24th, contingent upon final approval by the County Commissioners. I have attached the Steel Bid Package Bid Tabulation to this letter. With your approval of the steel bid, we will expedite the contract award timeline so that the steel can be ordered in early August and arrive on the construction site no later than March 2022. This timeline will allow us to maintain our November 2021 construction start, will mitigate any construction delays and will allow us to avoid additional monthly increases in steel costs.

We will maintain our original schedule for the bidding of all of the remaining project bid packages. We anticipate opening those bids on August 11th, with presentation to the Board of Education for their approval on September 21st. Bids will then be submitted to the County Commissioners in early October for final approval.

The Stephen Decatur Middle School Addition project will provide an additional 24,800 square feet to the existing school which will include twelve classrooms, four Science Labs and Prep Rooms, student restrooms and lockers and additional storage space. The project will allow us to eliminate the nine existing portable classrooms which have been utilized as instructional space at Stephen Decatur Middle School since 2003. I have attached the proposed Addition floor plan to this letter for your information.

On May 27th, the State of Maryland Interagency Commission on School Construction (IAC) announced the approval of full State funding totaling \$4,814,000.00 for the Stephen Decatur Middle School Addition project.

As always, thank you for your ongoing support of the Worcester County Public School System. As a result of your commitment to education we continue to provide an excellent educational program to our children and address our school facility needs.

Sincerely,



Louis H. Taylor
Superintendent of Schools

LT:jjp

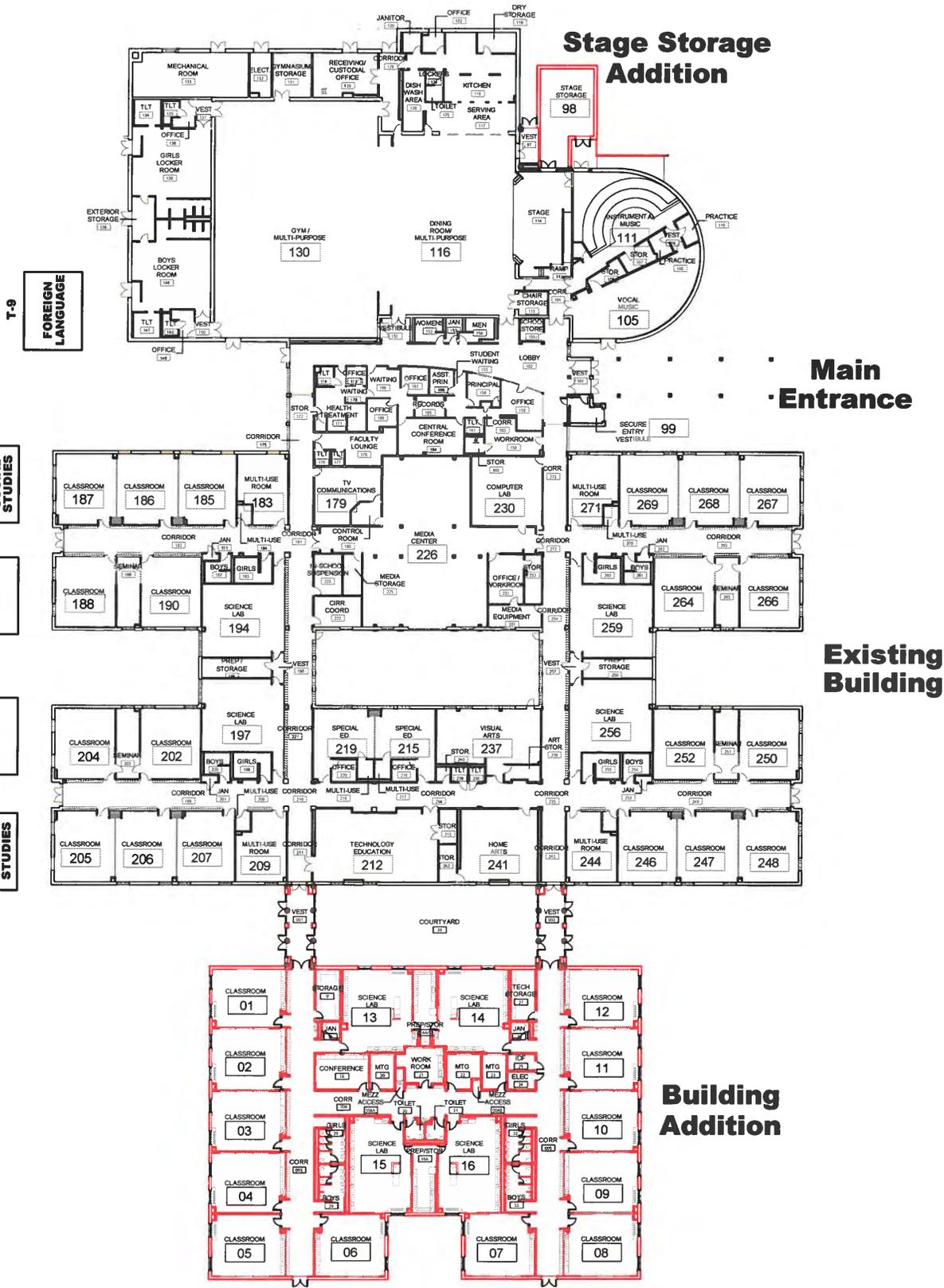
cc: Board of Education Members
Mr. Harold Higgins

TABULATION OF BIDS
Stephen Decatur Middle School Addition - 5A Steel

BID PACKAGE	CONTRACTOR	BASE BID	Add Alternate #0 Deduct for Bonds (Informational)	Add Alternate #6 Security Vestibule		TOTAL BID
5A STEEL	Crystal Steel Fabricators, Inc. 9317 Old Racetrack road Delmar, DE. 19940	\$718,124.00	(\$7,110.00) Do not accept Alternate	\$518.00 Accept Alternate		\$718,642.00 Award
	Aledak Metalworks, Inc. 4809 Harrison Ferry Road Hurlock, MD. 21643	\$831,606.00	(\$22,500.00)	\$11,469.00		\$843,075.00
	Custom Welding & Fabricating, Inc. 3104 Ocean Gateway Cambridge, MD. 21613	\$1,030,830.00	(\$20,620.00)	\$8,235.00		\$1,039,065.00
	S.A. Halac Iron Works, Inc. 21675 Ashgrove Court Sterling, VA. 20166	\$1,150,000.00	(\$11,000.00)	\$15,000.00		\$1,165,000.00

Existing Portable Classrooms

- T-4 **GRADE 8 SOCIAL STUDIES**
- T-3 **FAMILY CONSUMER SCIENCE**
- T-2 **GRADE 8 SOCIAL STUDIES**
- T-1 **PHOENIX ADVANCED READING/Writing**
- T-8 **GRADE 8 SOCIAL STUDIES**
- T-7 **MATH INTERVENTION**
- T-6 **HEALTH**
- T-5 **GRADE 8 SOCIAL STUDIES**



Stephen Decatur Middle School Addition

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 25, 2021

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
 ANTHONY W. BERTINO, JR.
 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (8), which have current or upcoming vacancies (11 total). I have circled the members whose terms have expired or will expire on each of these boards.

- PLEASE NOTE — The Worcester County Board of Library Trustees have voted to appoint Ms. Jocelyn Briddell, Ed.D. to replace Holly Anderson who resigned in April 2021.

SEE INSERT

President Mitrecic - You have **One (1)** positions open:

- Marie Campione-Lawrence (**Resigned**) - replacement to the Social Services Advisory Board

Vice President Elder – You have **One (1)** position needed:

- Michael Day to the Tourism Advisory Committee

Commissioner Bertino – You have **Three (3)** positions needed:

- Cathy Gallagher to the Social Services Advisory Board
- Frederick Stiehl to the Water & Sewer Advisory Council, Ocean Pines
- Bob Poremski (**Resigned**) - replacement to the Water & Sewer Advisory Council, Ocean Pines

Commissioner Church – You have **One (1)** position open:

- Richard Jendrek – passed – Water & Sewer Advisory Council, Mystic Harbour

All Commissioners:

- (2) - Drug and Alcohol Abuse Council; (1 resignation: Requires a Person Knowledgeable of Substance Abuse Treatment and 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.
- (1) At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer - (Business – Ocean Pines)

Cont. – All Commissioners :

- (1) Property Tax Assessment Appeal Board – Resignation of Mr. Richard Thompson, see attached pages, Mr. Richard Ramsey has submitted his on-line application to the State.
- (2) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski)
- (1) Water and Sewer Advisory Council – Mystic Harbour (Passing of Richard Jendrek)
- (1) Library Board of Trustees – has 1 nomination – Ms., Jocelyn Briddell, to replace the resignation - April 2021, of Holly Anderson.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom All District Appointments Received. Thank you!

District 2 - Purnell All District Appointments Received. Thank you!

District 3 - Church p. 16 - Water & Sewer Advisory Council, Mystic Harbour
Passing of Mr. Richard Jendrek

District 4 - Eder p. 14 - Tourism Advisory Committee (Michael Day) - 4-year

District 5 - Bertino

- p. 12 - Social Services Advisory Board (Cathy Gallagher) - 3-year
- p. 15 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

District 6 - Bunting All District Appointments Received. Thank you

District 7 - Mitreic p. 12 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year

All Commissioners

- p. 4 - (2) - Drug and Alcohol Abuse Council; (1 resignation: Requires a Person Knowledgeable of Substance Abuse Treatment and 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.
- p. 6 - (1) Board of Library Trustees -nomination - Jocelyn Briddell for Holly Anderson Pg. 7)
- p. 8 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer and- At-Large business or institution representative in immediate proximity to Ocean Downs) - 4-year
- p. 9 - (1) Property Tax Assessment Appeal Board – Resignation of Mr. Richard Thompson, see attached pages, Mr. Richard Ramsey has submitted his on-line application to the State.
- p. 15 - (2) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year
- p. 16 - (1) Water & Sewer Advisory Council, Mystic Harbour - Passing of Mr. Richard Jendrek

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: Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
Donna Nordstrom	Knowledge of Substance Abuse Treatment	* 19-21 <i>resigned</i>
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory), 10-14-18, 18-22
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
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 <i>passed</i>
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25

Ex-Officio Members

Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite

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

Donna Bounds

Warden, Worcester County Jail

Ex-Officio, Indefinite

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Mike Shamburek - Hudson Health
Michael McDermott	Shirleen Church - BOE
Marion Butler, Jr.	Tracy Tilghman (14-15)
Judge Richard Bloxom	Marty Pusey (04-15)
Paula Erdie	Debbie Goeller
Tom Cetola	Peter Buesgens
Gary James (04-08)	Aaron Dale
Vickie Wrenn	Garry Mumford
Deborah Winder	Sharon Smith
Garry Mumford	Jennifer Standish
Judge Theodore Eschenburg	Karen Johnson (14-17)
Andrea Hamilton	Rev. Bill Sterling (13-17)
Fannie Birkhead	Kat Gunby (16-18)
Sharon DeMar Reilly	William McDermott
Lisa Gebhardt	Sheriff Reggie Mason
Jenna Miller	Colleen Wareing (*06-19)
Dick Stegmaier	Rev. Matthew D'Amario(*18-21)
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	

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

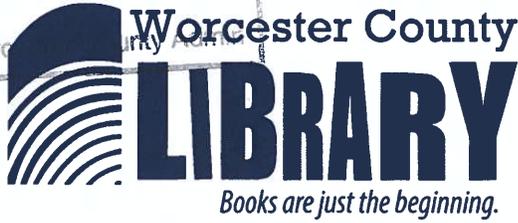
<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Holly Anderson	Newark	*10-11-16, 16-21
Nancy Howard	Ocean City	16-21
Vicki O'Mara	Ocean Pines	*18-22
Leslie Mulligan	Snow Hill	*17-18, 18-23
Jeff Smith	Berlin	19-24
Patricia Tomasovic	Pocomoke	*19, 19-24
Sandra Buchanan	Pocomoke	21-26

*Resigned
Nominate
Jocelyn Briddell
see Insert*

Prior Members: Since 1972

- | | | |
|-------------------------|----------------------------|----------------------------------|
| Herman Baker | Jere Hilbourn | Belle Redden (99-09) |
| Lieselette Pennewell | Janet Owens | Beverly Dryden Wilkerson (06-10) |
| Edith Dryden | Ruth Westfall | John Staley (97-11) |
| Clifford D. Cooper, Jr. | Helen Farlow | James Gatling (01-11) |
| Klein Leister | Judy Quillin | Shirley Dale (02-12) |
| Evelyn Mumford | Gay Showell | Edith Barnes (07-13) |
| Ann Eschenburg | Susan Mariner | Richard Polhemus (11-16) |
| Barbara Ward | Jacqueline Mathias | Richard Warner Davis (11-16) |
| Donald F. McCabe | Ann S. Coates (88-97) | Frederick Grant (13-17) |
| Fannie Russell | Jim Dembeck (91-97) | Rosemary S. Keech (12-18) |
| Stedman Rounds | Bill Waters (88-98) | Vivian Pruitt (09-19) |
| Donald Turner | Geraldine Thweatt (97-98) | Ron Cascio 09-19 |
| Sarah Dryden | Martha Hoover (87-99) | Donald James Bailey (16-21) |
| L. Richard Phillips | Eloise Henry-Gordy (98-00) | |
| 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) | |

* = Appointed to fill an unexpired term



To: Harold Higgins
From: Jennifer Ranck *JR*
Date: June 17, 2021
Re: Library Board of Trustees

The Worcester County Library Board of Trustees voted to appoint Jocelyn D. Briddell, Ed.D. at their meeting on June 8, 2021 to replace Holly Anderson who resigned from the board in April 2021.

Jocelyn D. Briddell, Ed.D.
520 Flower Street
Berlin, Maryland 21811
732-236-1125
jdbriddell@gmail.com

Thank you and the County Commissioners for your consideration of the Trustees' recommendation.

Copy: Weston Young

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

ITEM 9

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
Gee Williams ^c	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24

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)

Since 2009

Todd Ferrante^c (09-16)
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)

Charlie Dorman (12-19)

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

PROPERTY TAX ASSESSMENT APPEAL BOARD

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

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

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

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

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

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)
 Ext:112

Current Members:

Steven W. Rakow	Ocean Pines	*19-22
Arlene C. Page	Bishopville	18-23
Richard Thompson(alternate)	Snow Hill	*18-23
Martha Bennett	Berlin	19-24

*Resigned
see Attached pages*

C) = Chairman

Prior Members: Since 1972

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

* = Appointed to fill an unexpired term



JanetM Rogers -SDAT- <janetm.rogers@maryland.gov>

PTAAB

rich.thom <rich.thom@comcast.net>
To: JanetM Rogers -SDAT- <janetm.rogers@maryland.gov>

Mon, Apr 19, 2021 at 3:15 PM

Janet

Please accept this email as my letter of resignation from the PTAAB as the alternate member to the board. We listed our home for sale and now have multiple offers. We are planning to move out of state as soon as the sale is concluded.

I regret having to do this as I was interested in serving the community as a member of the board.

Richard Thompson
410 271 1803
Snow Hill, MD

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: JanetM Rogers -SDAT- <janetm.rogers@maryland.gov>
Date: 4/14/21 12:27 PM (GMT-05:00)
To: "rich.thom" <rich.thom@comcast.net>
Subject: PTAAB

[Quoted text hidden]

RICHARD RAMSAY

4308 Brick Kiln Rd Snow Hill Md 21863 | 443-614-1064 | surffish16@gmail.com

6/15/21

Worcester County Commissioners

Worcester County Government Center

1 W Market Street. Room 1103

Snow Hill, Md. 21863

Dear Recipient:

Position Desired - Alternate PTAAB Board Member - Worcester County

Background: Retired- 4/1/2021 - 36 years - Department of Assessments and Taxation

Married: Spouse - Sheila- employed-Tidal Health - Cardiac Rehab

Children: Daughter - Breck- Miami Florida. Son- Shane - Dallas Texas

Work experience: 14 years residential property valuation

(Montgomery, Dorchester, Wicomico , Worcester , Somerset Counties)

17 years Commercial valuation-(Wicomico County)

5 years Assistant Supervisor-Dorchester County

Sincerely,

Rick Ramsay

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>
Cathy Gallagher	D-5, Bertino	Ocean Pines	*13-14-17, 17-20
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21
Diana Purnell	ex officio - Commissioner		14-18, 18-22
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19, 19-22
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23

* = Appointed to fill an unexpired term

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thomes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	Wayne Ayer *(19-20)
Theo Hauck	
Marie Doughty	
James Taylor	
K. Bennett Bozman	
Wilson Duncan	
Connie Quillin	
Lela Hopson	
Dorothy Holzworth	
Doris Jarvis	
Eugene Birckett	
Eric Rauch	
Oliver Waters, Sr.	
Floyd F. Bassett, Jr.	
Warner Wilson	
Mance McCall	
Louise Matthews	
Geraldine Thweat (92-98)	
Darryl Hagy (95-98)	
Richard Bunting (96-99)	
John E. Bloxom (98-00)	
Katie Briddell (87-90, 93-00)	
Thomas J. Wall, Sr. (95-01)	
Mike Pennington (98-01)	
Desire Becketts (98-01)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: November 17, 2020
Printed: June 25, 2021

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
 Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

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

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)²</u>
Michael Day	D-4, Elder	Snow Hill	*19
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Church	West Ocean City	*16-20, 20-24

Prior Members: Since 1972

Isaac Patterson ¹	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins ¹	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher ¹	Bill Simmons (99-04)	Isabel Morris (11-19)
Leroy A. Brittingham ¹	Bob Hulburd (99-05)	
George "Buzz" Gering ¹	Frederick Wise (99-05)	
Nancy Pridgeon ¹	Wayne Benson (05-06)	
Marty Batchelor ¹	Jonathan Cook (06-07)	
John Verrill ¹	John Glorioso (04-08)	
Thomas Hood ¹	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

* = Appointed to fill an unexpired term
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

**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: None

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
John Ross - (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, 16-20
Gregory R. Sauter, P.E.	Ocean Pines	17-21
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Bob Poremksi	Ocean Pines	*17-19, 19-23

Resigned

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)

* = 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: None

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
John Ross - (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
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Passed

Prior Members: (Since 2005)

- John Pinnero^C (05-06)
- Brandon Phillips^C (05-06)
- 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)
- Carol Ann Beres (14-18)
- Bob Hunt (06-19)

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

Karen M. Hammer

From: Weston S. Young
Sent: Thursday, June 24, 2021 1:24 PM
To: John Ross
Cc: Dallas Baker; Karen M. Hammer
Subject: RE: Mystic Harbour and Ocean Pines Advisory Boards

John:

Thank you for the heads up. I've included Karen on this email. She can update our upcoming board appointments letter to the Commissioners.

Weston

From: John Ross
Sent: Thursday, June 24, 2021 1:18 PM
To: Weston S. Young <weston.young@co.worcester.md.us>
Cc: Dallas Baker <dbaker@co.worcester.md.us>
Subject: Mystic Harbour and Ocean Pines Advisory Boards

Weston;

I have been trying to get our Water and Wastewater Advisory Boards active again and have 2 openings.

Richard Jendrik of the Mystic Harbour board passed away this past January. He represented the Bay Vista I area of the Mystic Harbour Service Area. He was the board president.

Bob Poremski of the Ocean Pines Advisory Board also resigned last year and needs to be replaced.

The next Mystic Meeting is on July 12 and Ocean Pines will be September 14.

Thanks

John S. Ross, P.E. Deputy Director of Public Works
1000 Shore Lane
Ocean Pines, MD 21811
(410)641-5251 X-2412
(410)641-5185 (fax)
(443-783-0032 (cell)

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TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

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MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

Worcester County

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

June 23, 2021

TO: Harold L Higgins, Chief Administrative Officer
FROM: Kathy Whited, Budget Officer *Kathy*
SUBJECT: Board Member Compensation

As requested by the County Commissioners during the FY22 Budget work session on May 11, 2021, we reviewed the cost impact of increasing Board member compensation from the current level of \$50 per meeting to \$100 per meeting. It was determined that the current County budgets for the departments would cover the increased compensation and was unanimously approved on May 11, 2021.

Attached, please also find a draft resolution to formally increase the Board member compensation to \$100 per meeting as conceptually approved by the County Commissioners. I am proposing an effective date of July 1, 2021 to coincide with the beginning of the FY21/22 Budget Year. Please review this matter with the County Commissioners at an upcoming meeting for adoption of the resolution.

Attachment

S:\Commissioners\Candace\FY22 Board Member Compensation.docx

RESOLUTION NO. 21-15
RESOLUTION ON BOARD MEMBER EXPENSE COMPENSATION

Recitals

- A. The County Commissioners of Worcester County, Maryland maintain numerous citizen boards serving a wide variety of purposes.
- B. Members of certain boards are compensated by the Commissioners for expenses incurred through their service.
- C. The Commissioners have determined to adjust the compensation to account for inflation that has occurred since the last adjustment.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that members of the following boards will be compensated \$100 per meeting that they attend:

- a. Agricultural Preservation Advisory Board,
- b. Building Code Appeals Board,
- c. Economic Development Advisory Board,
- d. Board of Electrical Examiners,
- e. Ethics Board,
- f. Housing Review Board,
- g. Local Management Board,
- h. Planning Commission,
- i. Recreation Advisory Board,
- j. Solid Waste Advisory Board,
- k. Tourism Advisory Committee, and
- l. Board of Zoning Appeals.

AND BE IT FURTHER RESOLVED that this resolution is effective as of July 1, 2021.



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410-632-1311

FAX: 410-632-4686

BILLY BIRCH
DIRECTOR

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Central Square CAD to CAD patch for Worcester and Ocean City

Date: 28 June 2021

The Department of Emergency Services is seeking authorization to proceed with a CAD to CAD patch between Worcester County PSAP/911 Center and Ocean City's 911 Center. This project will increase both 911 centers ability to work together better and be able to back each other up in emergency situations. This project comes to you with the full support of both departments Directors and staff.

Due to the fact both agencies utilize the same CAD platform and vendor we will not require an RFP or bidding of this patch to be performed. We will simply have Central Square can perform the services. The cost for this project request is \$110,375.00. Due to cost savings this past year, we are not requesting this to be an over expenditure funded project. I am requesting your permission to reallocate existing funds to pay for this project to move forward.

I am available to answer any questions at your convenience.

Attachments (12)



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Worcester County Commissioners
Joseph M. Mitrecic, President
Worcester County Government Center
1 W. Market St. Room 1103
Snow Hill, MD 21863

Dear President Mitrecic,

It is my pleasure to write a letter of support for the Central Square CAD to CAD software solution patch between Worcester County and the Town of Ocean City, submitted to you by Director Birch.

As neighboring public safety agencies, we share borders, but we do not share real-time critical incident information or details regarding our first responders. Even though we utilize the same CAD software, our respective systems are autonomous, resulting in a problematic, and lack of an immediate means to connect and share our resources. CAD-to-CAD implementation will provide us with an interoperable, cross-jurisdictional tool that will connect our public safety agencies. Through the seamless sharing of data, we will have a more cohesive understanding of critical situations as they unfold, allowing us to effectively dispatch our best resources to where they are needed most.

In conclusion, I fully support the efforts of Director Birch as he seeks funding to support such a program designed to benefit all Worcester County citizens, visitors and the communities at large.

Thank you for your consideration to this request, and please do not hesitate to contact me directly should you have any questions for me.

Sincerely,

Joseph J. Theobald

Joseph J. Theobald
Director of Emergency Services
Town of Ocean City, Maryland

MAYOR
RICHARD W. MEEHAN

CITY COUNCIL

MATTHEW M. JAMES
President

ANTHONY J. DELUCA
Secretary

PETER S. BUAS
JOHN F. GEHRIG, JR.
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LLOYD MARTIN
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CITY MANAGER
DOUGLAS R. MILLER

CITY CLERK
DIANA L. CHAVIS, CMC

www.oceancitymd.gov

P.O. BOX 158 • OCEAN CITY, MARYLAND • 21843-0158



City Hall - (410) 289-8221 • FAX - (410) 289-8703

2001



A Public Safety Software Solution

Worcester County
Department of Emergency Services
Snow Hill, MD

CentralSquare CAD-to-CAD



February 3, 2021

Timothy Coale
Worcester County Department of Emergency Services
1 West Market Street, Room 1002
Snow Hill, MD 21863

Dear Mr. Coale,

CentralSquare Technologies is pleased to provide this proposal to the Worcester County Department of Emergency Services (WCDES) for our CAD-to-CAD solution. As a follow-up to our recent discussion, this proposal should provide the WCDES with the information necessary to move ahead with this project.

We look forward to providing this additional functionality for the WCDES. Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Herb".

Todd Herb
Account Executive
todd.herb@centralsquare.com
407.304.4224

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Non-Disclosure Statement

The terms and conditions contained in this proposal will automatically expire March 31, 2021, unless renewed, extended, or terminated earlier by written notice from CentralSquare Technologies, LLC. Unless otherwise stated, taxes that may be applicable are not reflected and will need to be paid by the client.

Any modification pricing provided in this proposal is an estimate only. Detailed analysis of your specific requirements is needed prior to providing exact pricing.

If applicable, the prices for hardware and system software products and services are subject to change and are submitted for your information only. The terms and policies of the hardware vendor govern any portion of this proposal related to hardware and system software products and services.

If applicable, the prices and information on any third-party products and services are subject to change and are submitted for your information only. The terms and policies of any third-party vendor govern all portions of this proposal related to those products and services.

This proposal is protected by copyright law and contains proprietary information and confidential trade secrets belonging to CentralSquare. This proposal is furnished and accepted on the express condition that portions of it shall not be duplicated or disclosed, in whole or in part, except to your staff and agents when necessary for evaluation purposes, without prior written consent of CentralSquare. Those confidential portions include, but are not limited to, pricing and client lists. All such proprietary information is clearly marked for your convenience. Any portions of this proposal that are not marked proprietary or confidential shall be available for public disclosure.

CONFIDENTIAL AND PROPRIETARY

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Company Overview

Formation of the Company

The Pro Suite team is based out of the Center of Excellence in Sioux Falls, South Dakota, and has been providing public safety agencies with high-quality, fanatically supported software since 2003. In 2018, the merger of Superior, TriTech, and Zuercher, resulted in CentralSquare Technologies, LLC. Prior to becoming CentralSquare, Zuercher and its subsidiaries had more than 2,030 customers in 43 states, Puerto Rico, and Spain, including more than 2,000 agencies under maintenance and support. Today, CentralSquare provides technology solutions that help over 7,650 public sector agencies deliver vital safety and administrative services to three out of every four residents of the U.S. and Canada.

CentralSquare Public Safety Suite Pro is continually updated to remain on the leading edge of technology and industry trends. CentralSquare Technologies does not rest on past achievements and continues to expand and improve the functionality of CentralSquare Public Safety Suite Pro with three to four major releases per year. Agencies receive all updates and releases as part of the maintenance agreement with CentralSquare Technologies. Performing massive, disruptive software updates every three to five years is a thing of the past. New and improved functionality is added because CentralSquare Public Safety Suite Pro clients identify ways that the system can help them become even more efficient and effective.

CentralSquare Technologies provides a single, comprehensive level of support for CentralSquare Public Safety Suite Pro. If an agency has a question, no matter when or what, a CentralSquare Technologies Support representative will pick up the phone to answer it. The company backs the solution 100%. There are no arguments about whether the issue is with the hardware or the software – CentralSquare Technologies monitors, manages, and supports both.

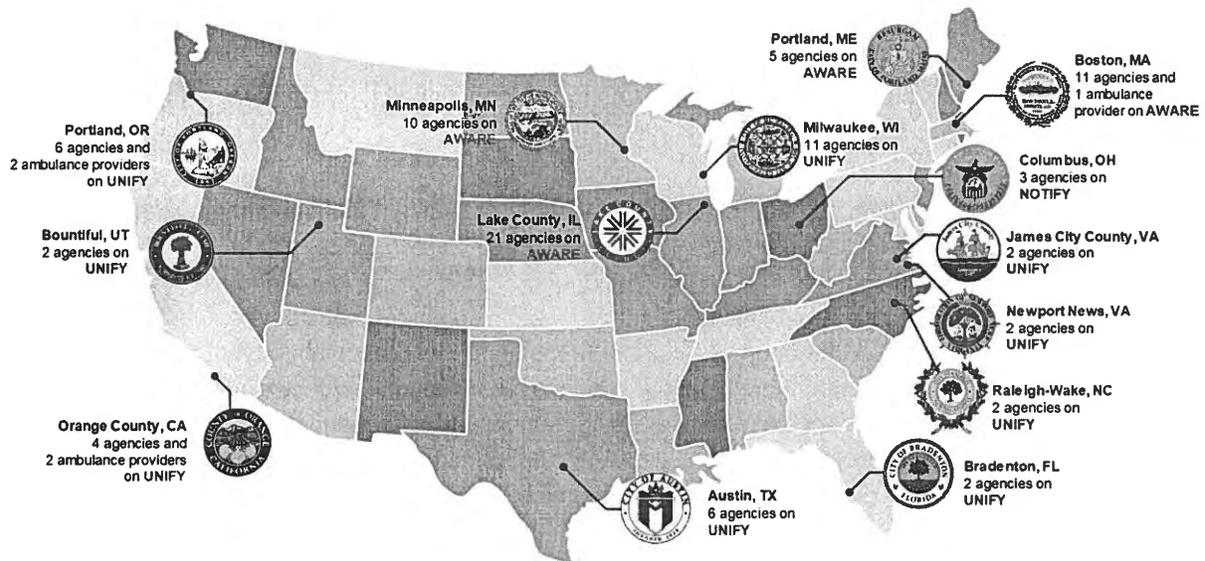
Since its inception, CentralSquare Public Safety Suite Pro has held one of the highest customer retention rates in the industry. This is achieved by providing a combination of the best software and support and maintaining a passion for public safety. CentralSquare's number one goal is to give each client the tools they need to succeed.



CentralSquare CAD-to-CAD Overview

IMPROVING THE SPEED AND ACCURACY OF SHARING BETWEEN 9-1-1 CENTERS

CentralSquare is the market leader in CAD-to-CAD integrations, providing connectivity between all major CAD systems. CentralSquare has over a dozen successful, Hub-based CAD-to-CAD installations across North America, empowering hundreds of ECCs and agencies to share incident information and vehicle location and status and real time. Political, operational, and financial barriers that traditionally prevent CAD interoperability are all mitigated through CentralSquare's Hub-based solution since each participating PSAP and agency chooses the level of information sharing that meets their requirements and security parameters. CentralSquare's solution will ensure the WCDES agencies transcend these barriers by implementing real-time situational awareness solution for ECCs that want visibility into their region using a single platform to show calls and units from multiple CAD systems regardless of the vendor or version.



CentralSquare offers patented CAD-to-CAD Hub technology specifically designed to enable real-time CAD-to-CAD interoperability.

This intelligent information-sharing platform can accommodate numbers connected CAD systems with the ability to add ECCs one at a time or concurrently. By joining CAD systems together, dispatchers can quickly identify, deploy, and coordinate resources to respond to emergencies across jurisdictional boundaries. There is minimal risk to the established ECC connections when bringing on a new ECC to an existing hub. Network connectivity testing, new user creation, business rule building, and all other configuration activity takes place on the test environment rather than the production environment, limiting the potential for harm if an error occurs.



Worcester County Department of Emergency Services

When bringing on a new ECC to an existing Hub Network, each connection can purchase the subscription and professional services required to implement their desired connection type. Each ECC connects to a common hub using a secure interface. Each connecting ECC determines its configuration settings to that define the level of information shared to the other participating ECCs.

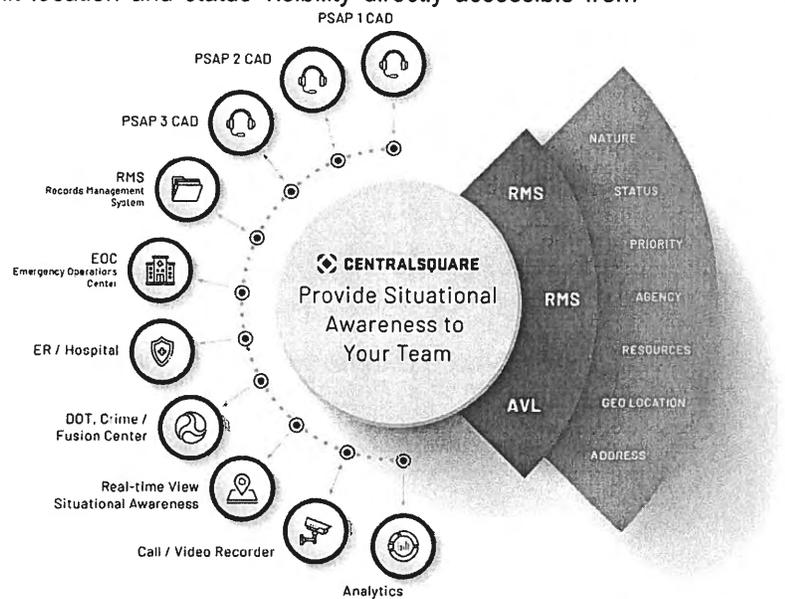
CentralSquare uses configurable filters, business rules, and geofencing to automate mutual aid responses, share incident information with secondary ECCs, requests ambulatory assistance from contracted companies, and ensure coordinated incident response for shared calls. Incident and vehicle sharing can be automatic or manual without requiring significant retraining of dispatchers.

CentralSquare has included information for three distinct Hub-centered products that are designed to scale and grow to meet the evolving needs and capabilities of individual agencies over time:

- **Aware™:** A real-time situation awareness solution for PSAPs/ECCs that want visibility into their region(s) using a single platform to show calls and units from multiple CADs
- **Notify™:** All Award functionality plus email and text message capability and configurable pop-up notifications
- **Unify™:** Full bidirectional interoperability with connect CAD systems including unit request/grant/deny, call sharing, non-incident messaging, and unit location and status visibility directly accessible from within an agency's CAD.

Aware, Notify, and Unify support the Department of Homeland Security's Interoperability Continuum with the following features:

- **Flexibility.** One-way and two-way information sharing options allow each new agency that connects to WCDES's hub to choose the product and associated interoperability features.
- **Scalability.** Expand the WCDES's interconnected network by adding additional agencies. Any Communication Center or neighboring agency to the WCDES can securely join as an additional participant to this system. The Hub can share real-time incident and unit information from connected CAD systems, as well as unit/personnel location information through P25 radio location data or to populate RMS systems or voice recorder databases.
- **Reuse.** The Hub remains intact even as new functionality is added.
- **Configurability.** The Hub's architecture incorporates filters, business rules, geofencing, user-based settings, and code normalization to allow agency-specific automation of mutual aid agreements and standard operating procedures.



CAD-to-CAD saves lives by significantly reducing the response times to 9-1-1 calls, in many cases by two minutes or more.



CentralSquare's interoperability solutions create a virtual, real-time information sharing platform for ECCs and agencies within a region, ensuring ongoing visibility of resources and active incidents for all who are involved in emergency response. Telecommunicators benefit by continuing to use the familiar CAD system on which they are already trained. Existing CAD systems connect to the intelligent Hub which allows telecommunicators to view regional units directly in their local CAD system. Unit location updates through AVL, and status updates entered by the connected CAD's dispatchers or first responders in the field automatically update the shared location and status in all connected CAD systems. These "external units" can then be configured to appear in the local CAD's Unit Recommendations list and Run Cards.

HELPING COMMUNITIES IN REAL TIME

Telecommunicators, first responders, and the citizens they serve benefit in three specific ways:

- Telecommunicators reduce response times by having visibility of all units in the region available from each agency connected to the CAD-to-CAD Hub. This allows dispatchers to automatically or manually request the closest available unit, even for units managed by a neighboring ECC. This capability is possible because the intelligent Hub continuously synchronizes unit availability and GPS-based locations between systems in real time. Once a neighboring vehicle or apparatus is assigned to a shared call, the Tellus Hub automatically synchronizes incident details and ongoing unit updates between the appropriate CAD systems. Real-time visibility of unit location and status, paired with the ability for any ECC in a region to request a shared unit, results in a reduction of response times by two minutes or more.
- First responders who are dispatched by a secondary ECC, those assigned to a neighboring agency that did not take the original 9-1-1 call, as well as EMTs and medics working for contracted ambulance companies, often have little or no incident details from the primary ECC. Primary ECCs often communicate with a phone or radio to share address details, the incident type, and other crucial information which delays the time it takes for these first responders to get on scene. CentralSquare's intelligent Hub expedites the information sharing process, providing all first responders with accurate, timely details of each stated incident. Even during the information collection stage when the caller is talking to the primary ECC, predefined triggers set up in the CAD-to-CAD network can automatically alert a secondary ECC, neighboring agency, or ambulance company. Additional details are then shared as they are added, and all information is available to first responders using their mobile or handheld software. First responders arrive on scene as quickly as possible, with full visibility of critical information at their fingertips.

Citizens served by CentralSquare's CAD-to-CAD solutions benefit because everyone involved in emergency response has accurate, live visibility of all events throughout all connected communities. Telecommunicators, dispatchers, supervisors, police, fire fighters, and first responders share information in real-time, know where neighboring units are and whether they are available, and can coordinate and communicate seamlessly. Whether the emergency is a simple ambulance request, weather-related event, fast-spreading fire, or tragic mass-casualty incident, CentralSquare CAD-to-CAD ensures citizens are protected.



Terms, Conditions, and Financing

Terms and Conditions

Pricing provided in this document is valid until March 31, 2021.

This confidential document has been prepared by the sales division of CentralSquare Technologies and contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of CentralSquare Technologies.

Financing

CentralSquare Technologies has partnered with Government Capital Corporation to provide financing options for the Agency. All financing options will be administered by Government Capital Corporation. Additional information regarding these financing options may be provided by contacting Government Capital Corporation as follows:



D.C. Greer
Vice President
Government Capital Corporation
90 Sandalwood Trail
Brookhaven, MS 39601

Phone: 800-561-0461
Mobile: 601-754-5951
Email: dc.greer@govcap.com
Site: www.govcap.com



Quote #: Q-34151

Quote expires on: March 31, 2021

Quote prepared for:

Timothy Coale

Worcester County Department of Emergency Services

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Unify Annual Subscription Fee SaaS - Worcester County	1	27,400.00	27,400.00
Unify Annual Subscription Fee SaaS - Ocean City	1	27,400.00	27,400.00
Software Total			54,800.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	16,380.00
Public Safety Development Services - Fixed Fee	975.00
Public Safety Training Services - Fixed Fee	6,240.00
Public Safety Technical Services - Fixed Fee	16,380.00
Public Safety Consulting Services - Fixed Fee	15,600.00
Services Total	55,575.00 USD

QUOTE SUMMARY

Software Subtotal	54,800.00 USD
Services Subtotal	55,575.00 USD
Quote Total	110,375.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	\$0.00
FIRST YEAR SUBSCRIPTION TOTAL	\$54,800.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

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

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, Director, Environmental Programs
On Behalf of Worcester County Sewer Committee

Subject: Request for Allocation of EDUs for West OC Properties, LLC

Date: June 28, 2021

Please be advised we received a completed application from Hugh Cropper, representing West OC Properties, LLC (owner) for the allocation of seventeen (17) equivalent dwelling unit (EDU's) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve a proposed 52 cabin resort hotel/motel cottage court with amenities. The subject property, to be called Shore Point Cottage Court, is identified on Tax Map 26 as Parcel 424. The request was subsequently reviewed by the Worcester County Sewer Committee at our meeting on May 6, 2021.

On behalf of the committee, I offer the following staff report for your consideration with regard to this request.

Summary of Request: West OC Properties, LLC is requesting an allocation of seventeen (17) equivalent dwelling unit (EDUs) of sewer service from the MHSSA to serve the proposed 52 cabin resort hotel/motel cottage court with amenities which will be known as Shore Point Cottage Court located on Worcester County Tax Map 26 Parcel 424. The subject property, currently undeveloped, sits on the westerly side of Stephen Decatur Highway (Rt 611), approximately 1,000 feet south of the Sunset Avenue intersection, is 4.66 acres in area, currently zoned C-2 General Commercial and is currently designated S-1 in the County Master Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2 years, but does not guarantee service or obligate the provision of services in that time frame. Applicant will also be required to purchase water service from the Mystic Harbour water system if the sewer EDUs are allocated to this project. Project was reviewed by the Technical Review Committee (TRC) at their meeting on December 9, 2020.

Citizens and Government Working Together

According to our calculations, the proposed cottage court development of 52 cabins totaling 20,280 square feet will generate a flow of 5,070 gallons utilizing a motel/hotel flow rate of 0.25 gal/sf approved under County Commissioner Resolution No. 19-37. At a rate of 300 gallons per day per EDU and since we round up to determine EDUs required, in order to serve the proposed Shore Point Cottage Court, **seventeen (17) sewer EDUs are required.**

Current Available Capacity - North: After a recent revision and return of some EDUs to the northern district, there are currently 119 available EDUs allocated in Area 1 (north of the airport) for the following uses: Vacant or Multi-Lot properties (50 EDUs), Infill and Intensification (24 EDUs), Commercial (28 EDUs), and Single Family Dwellings (17 EDUs). Granting the request for West OC Properties would require the allocation of 14% (17 of 119) of the total remaining EDUs in Area 2.

Background on Original Allocation of New Sewer Capacity in the Mystic Harbour: The expansion of the Mystic Harbour WWTP and Funding From USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority for (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new development. The initial request addressed priority 1 as infill of the previously undeveloped properties in West Ocean City.

Previous Allocation of EDUs to this Property: This property is currently allocated eight (8) Mystic water EDUs and no Mystic sewer EDU's.

Options for Commissioners' Action on the Request:

Note – All options are based on an allocation of 17 Mystic sewer EDUs based on flow rates.

Option 1 - Approve the allocation for a total of 17 EDUs to the property by utilizing seventeen (17) sewer EDUs from the Commercial category from Area 1. Owner will also need to connect to Mystic water and purchase the remaining nine (9) water EDUs to compliment the sewer allocation required.

Option 2 - Deny the request for allocation of seventeen (17) Mystic sewer EDUs to this property.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for the County Commissioners to make the most informed decision on this request.

Attachments

cc: Water and Sewer Committee

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: hcropper@bbcmlaw.com

CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
LYNDSEY J. RYAN

*ADMITTED IN MD & DC

EASTON OFFICE

130 N. WASHINGTON ST.
EASTON, MD 21601
(410) 822-2929
FAX (410) 820-6586

WEBSITE
www.bbcmlaw.com

February 24, 2021

Mr. Weston S. Young, P.E., ACAO
Worcester County Commissioners
One West Market Street, Room 1103
Snow Hill, Maryland 21863

RE: Worcester County Tax Map 26, Parcel 424

Mr. Young:

On behalf of my client, West OC Properties, LLC, and pursuant to Resolution 17-19, I would like to request the allocation of seventeen (17) EDU's of wastewater treatment allocation in the Mystic Harbour Sanitary Service Area. The EDU's will serve the proposed development of Shore Point Cottage Court, a 52 unit (cabins) hotel/motel, pool, deck and beach. The property is zoned C-2, General Commercial District. A copy of the Technical Review Committee comments (as required by Resolution 17-19) are attached.

The application is attached. The deposit of Seventeen Thousand Dollars (\$17,000.00) is attached.

If you need any further information, please do not hesitate to contact me.

Very truly yours,

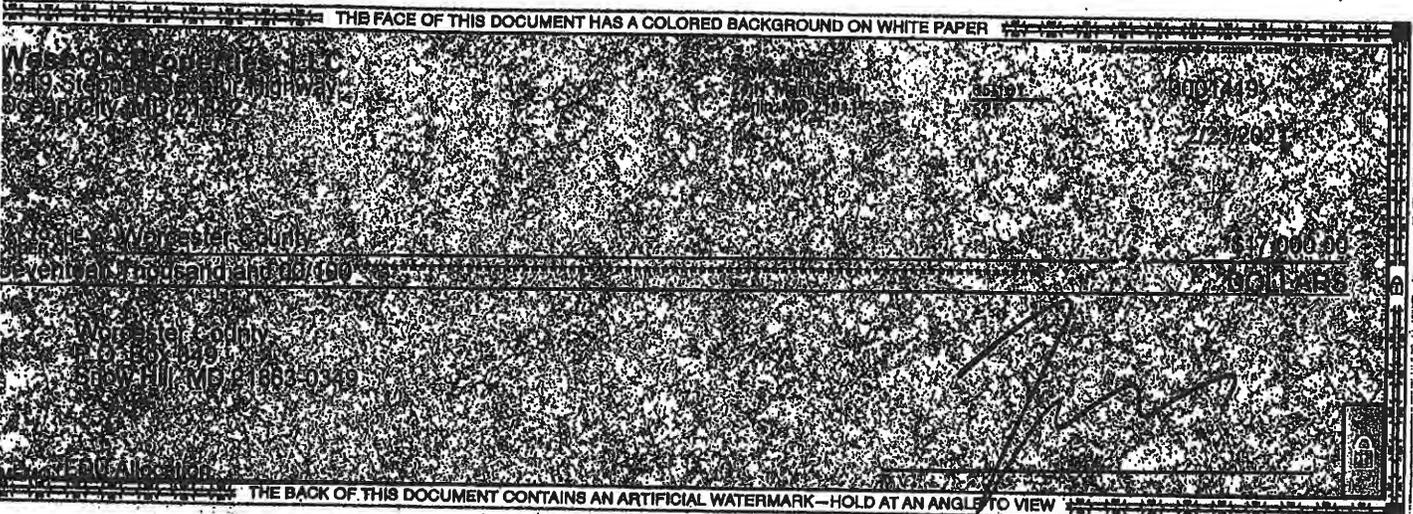


Hugh Cropper IV

HC/tgb

Enclosures

CC: John H. Burbage, Jr.
Todd E. Burbage
Steven Kremer
R.D. Hand



⑈00011119⑈ ⑆052101012⑆ ⑆452713801⑈

Nest OC Properties, LLC

0001419

Date		Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/11/2021		Bill	20210211	17,000.00	17,000.00		17,000.00
						Check Amount:	17,000.00
CATEGORY							TOTAL
CBT Checking Account EDU Allocation							17,000.00

Worcester County - Department of Public Works - Water and Wastewater Division
Mystic Harbour Sewer Service Application

Name: West OC Properties, LLC Date: 1/27/21
Mailing address: 9919 Stephen Decatur Highway, Ocean City, Maryland 21842
Address of service location: 9543 Stephen Decatur Highway
Property identification (acct # & map/parcel): 10-300126 / Map 26, Parcel 424

Type of project (circle one below):

Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

Shorefront Cottage Court, 52-unit (cabins) hotel/motel, pool, deck, & beach
EDU's/gallons assigned to property: 0 EDU's to be purchased: 17

If developer new construction, will you be providing the meter (circle one): Yes No N/A

Name & license number of licensed plumber providing connection from meter to building:

Name & phone number of person to contact with regards to this application/account: Hugh Cropper, hcropper@docmlaw.com, 410-213-2681

Signature: [Signature] Date: 1/27/21

Attachments required to be submitted with application:

- Single Family- Copy of permit application.
- Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
- Major Site Plans- Copy of TRC report. attached
- Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

NOTICE: Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

OFFICE USE ONLY:

Date received: _____ By: _____

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: _____ Date: _____

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit \$1,000 per EDU X _____ (EDU's) = \$ _____
Remaining Balance \$7,228 per EDU X _____ (EDU's) = \$ _____
Future Capital Improvement Charge \$1,000 per EDU X _____ (EDU's) = \$ _____

Date received: _____ By: _____

RETURN TO:

Worcester County Treasurer's Office
Attn: Jessica Wilson
P.O. Box 349
Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.

RESOLUTION NO. 17-19

RESOLUTION CREATING THE MYSTIC HARBOUR SANITARY SERVICE AREA
SEWER EDU ALLOCATION PROCESS

WHEREAS, the Mystic Harbour Wastewater Treatment Plant (WWTP) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mystic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mystic Harbour WWTP which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mystic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved Worcester County Water and Sewerage Master Plan amendment regarding the Mystic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mystic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mystic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mystic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mystic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

1. The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
 - A. This project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
 1. *Single Family Dwellings and others of non commercial nature* - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
 2. *Other than Plans and other similar regulatory administration approvals* - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

iii. **Market Site Permit** - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

iv. **Residential Planned Community (RPC)** - Concurrent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.

B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny the allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.

C. If the project approval expires, the project shall lose the allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.

D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of services up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapse, the EDU allocation shall be null and void and all prior deposits shall be forfeited.

B. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21663.

2. There shall be no transfer of server allocations permitted in the Myrtle Harbour Sailing Service Area (MHSSA) by property owners who have excess capacity allocated to their properties. In the event that excess server capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHSSA two years after the issuance of the certificate of occupancy for the last building shell in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.

3. The current equity contribution in fiscal year 2018 (FY18) for each Myrtle Harbour Sailing Service Area server EDU is \$7,700, with quarterly debt service payments of \$54 per EDU

thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

- 4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

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

PASSED AND ADOPTED this 19th day of September, 2017.

ATTEST:

Kelly Shanahan
 Kelly Shanahan
 Chief Administrative Officer; Assistant CIO

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

Madison J. Bunting, Jr.
 Madison J. Bunting, Jr., President

Diana Durney
 Diana Durney, Vice President

Anthony W. Bertino, Jr.
 Anthony W. Bertino, Jr.

James C. Church
 James C. Church

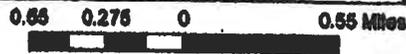
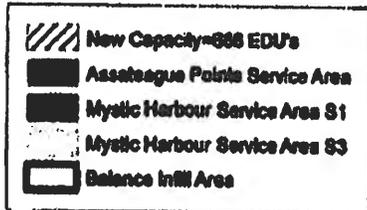
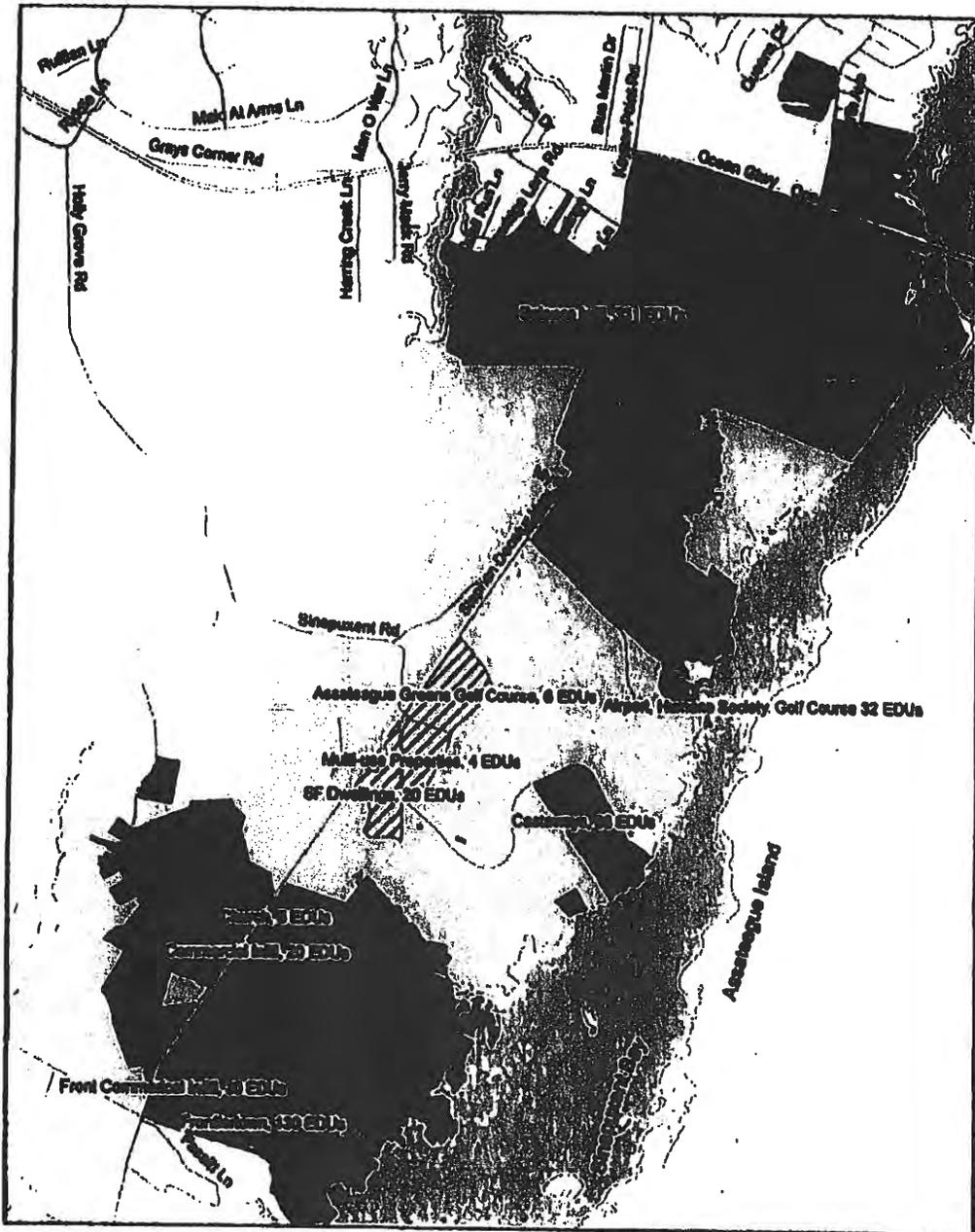
Theodore J. Elder
 Theodore J. Elder

Merrill W. Lockhart, Jr.
 Merrill W. Lockhart, Jr.

Joseph M. Mitrois
 Joseph M. Mitrois

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Full and Interconnection of Properties in "Area 1"	154	148	0	0	148	3
Vacant or Multi-lot Properties in "Area 1"	80	80	0	0	80	
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	27	53	4, 5
Subtotal EDUs in "Area 1"	331	325	0	27	298	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	0	4	
Amelung Greens Executive Golf Course/Rainie 9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	0	20	
Cartways Campground	88	88	88		0	2
Frontier Town Campground	130	166	0	166	0	3
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	341	120	166	55	
TOTAL EDUs	666	666	120	193	473	
Notes: See attached map for location of EDU allocations						
Footnotes:						
1 - Transferred 82 EDUs to Town of Ocean City on June 2, 2014 as part of the Eagles Landing Gray Wastewater MOU.						
2 - Sold 88 EDUs to Cartways Campground on July 3, 2014.						
3 - Sold 268 EDUs to Frontier Town Campground on March 30, 2017 by transferring 90 EDUs from Frontier Town Commercial allocation and 6 EDUs from "Full and Interconnection of properties in Area 1" allocation as agreed by Commissioners on September 14, 2017.						
4 - Sold 34 EDUs to Park Place on May 16, 2017.						
5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 19 EDUs from the County on August 28, 2017.						

As of September 19, 2017



Mystic Harbour Sewer Planning Area
 New Mystic Capacity-666 EDUs
 Prepared by the Worcester County
 Department of Environmental Programs
 June 2016

1/14/2021

SDAT: Real Property Search

Real Property Data Search

Search Result for WORCESTER COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 10 Account Number - 300126

Owner Information

Owner Name: WEST O C PROPERTIES LLC Use: COMMERCIAL
Principal Residence: NO

Mailing Address: 9919 STEPHEN DECATUR HWY Deed Reference: /04451/ 00454
OCEAN CITY MD 21842-

Location & Structure Information

Premises Address: 9543 STEPHEN DECATUR RD Legal Description: REV PAR 424 4.66 ACS
OCEAN CITY 21842-0000 W/S STEPHEN DEC RD
CONSD PL WOC PROP LLC

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	214003
0026	0018	0424	12080.24	0000				2019	Plat Ref:	0214/ 0003

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			4,6600 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
			/				

Value Information

	Base Value	Phase-in Assessments		
		Value As of 01/01/2019	As of 07/01/2020	As of 07/01/2021
Land:	854,100	918,000		
Improvements	0	0		
Total:	854,100	918,000	896,700	918,000
Preferential Land:	0	0		

Transfer Information

Seller: CAMPAGNOLI, NICHOLAS P.	Date: 06/08/2005	Price: \$1,400,000
Type: ARMS LENGTH IMPROVED	Deed1: SVH /04451/ 00454	Deed2:
Seller: CAMPAGNOLI NICHOLAS P	Date: 07/29/1999	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: SVH /02730/ 00078	Deed2:
Seller: BIRCH LOUIS W	Date: 04/02/1997	Price: \$99,000
Type: ARMS LENGTH IMPROVED	Deed1: RHO /02372/ 00558	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2020	07/01/2021
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

LIBER 4451 FOLIO 54

THIS DEED, made on June 7, 2005, by NICHOLAS P. CAMPAGNOLI and JENNIE M. CAMPAGNOLI, hereinafter called Grantor(s), of Worcester County, Maryland, WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), the receipt of which is hereby acknowledged, the said Grantor(s) do(es) hereby grant and convey unto WEST O.C. PROPERTIES, LLC, a Maryland Ltd Liability Company, its successors and assigns and, forever in fee simple,

ITEM ONE: ALL those lots or parcels of land lying and being situate in the Tenth Election District of Worcester County, Maryland, and being more particularly designated and described as Lots Nos. One (1) and Three (3) on a Plat entitled 'RECORD PLAT - Minor Subdivision, Lands of Louis W. Birch, Tenth Tax District, Worcester County, Maryland, revised: 7-21-87", prepared by Frank G. Lynch, Jr. & Associates, Professional Land Surveyor No. 10782 of the State of Maryland, which said plat is duly recorded among the Land Records of Worcester County, Maryland, in Plat Book W.C.L. No. 113, folio 60.

ITEM TWO: ALL that certain lot or parcel of land lying and being situate in the Tenth Election District of Worcester County, Maryland, and being more particularly designated and described as Lot No. Two (2) on a plat entitled "RECORD PLAT - Minor Subdivision, Lands of Louis W. Birch, Tenth Tax District, Worcester County, Maryland", prepared by Frank G. Lynch, Jr. & Associates, said plat being revised July 21, 1987, and duly recorded among the Land Records of Worcester County, Maryland, in Plat Book W.C.L. No. 113, folio 16.

BEING ALL AND THE SAME property conveyed unto the Grantors herein by two (2) Deeds dated July 19, 1999 , recorded among the aforesaid Land Records in Liber No. 2730, folio 78, et seq., and Liber No. 2730, folio 82, et seq.

TOGETHER with the improvements thereon and the rights, roads, ways, waters, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said WEST O.C. PROPERTIES, LLC, a Maryland Ltd Liability Company, its successors and assigns and, forever in fee simple.

AND the said Grantor(s) hereby covenant(s) to warrant specially the property hereby conveyed and to execute such other and further assurances of the same as may be requisite.

Ayes, Jenkins, Gordy & Almand, P.A.
11047 Racetrack Road
P O Box 1244
Berlin, MD 21811

FILED

2005 JUN -8 A 11:51

STEPHEN V HALES
CLERK, CT. CL.
WOR. CO.

LIBER 4451 FOLIO 455

WITNESS the hand(s) and seal(s) of the Grantor(s) herein the day and year first above written.

WITNESS:

Witness signatures and notary seal for Nicholas P. Campagnoli and Jennie M. Campagnoli.

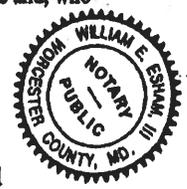
Notary fee schedule:
FD SURE \$ 20.00
RECORDING FEE 20.00
RECORDATION T 9,840.00
TR TAX STATE 7,000.00
TOTAL 16,880.00
Rec'd MUBL Rec'd # 38655
S/N 5347 Dk # 925
Jun 08, 2005 11:53 am

STATE OF Maryland COUNTY OF Worcester, to wit:

I HEREBY CERTIFY that on this 7th day of June, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared NICHOLAS P. CAMPAGNOLI and JENNIE M. CAMPAGNOLI, husband and wife and, who acknowledged the foregoing Deed to be his/her act and deed.

AS WITNESS my hand and Notarial Seal.

Notary signature and name: WILLIAM E ESHAM III, NOTARY PUBLIC



My Commission Expires:

WILLIAM E ESHAM III
NOTARY PUBLIC
WORCESTER COUNTY MD

I, an Attorney-at-Law of the State of Maryland, do hereby certify that the within instrument was either prepared by me or prepared under my supervision.

Attorney signature and name.

After recording return to:

Ayres, Jenkins, Gordy & Almand, P.A.
11047 Racetrack Rd.
Berlin, MD 21811

File No. 05-0500E

TRANSFER TAX PAID
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By [Signature] Date 6/8/05
Tax \$ 7,000.00

Water & Wastewater Services

Worcester County
NO ASSESSMENT
Date 6/8/05

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 6/8/05
WORCESTER COUNTY FINANCE OFFICER
BY [Signature]
EXCEPT PERSONAL PROPERTY

JUN 08 2005 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

[Signature] Clerk

LIBR 4 5 1 2010 5 6

State of Maryland Land Instrument Intake Sheet
 Baltimore City
 County: Waldorfe
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Block Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments
 Grant Deed Substitution Lease Assignment
 Deed Deed or Trust Mortgage Other _____
 Conveyance Type Improved Sale Unimproved Sale Multiple Accounts Not as Arms-
 Check Box Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9]

3 Tax Exemptions (if Applicable)
 General Public Purpose County Transfer

4 City or Explan Authority

4 Consideration and Tax Calculations
 Consideration Amount: \$ 1,400,000.00
 Purchase Price/Consideration \$
 Any New Mortgage \$
 Balance of Existing Mortgage \$
 Other: \$
 Other: \$
 Other: \$

5 Fees
 Full Cash Value: \$
 Available of Fee: \$
 Recording Charge: \$ 20.00
 Surcharge: \$ 10.00
 State Registration Tax: \$ 224.00
 State Transfer Tax: \$ 500.00
 County Transfer Tax: \$ 700.00
 Other: \$
 Other: \$

6 Description of Property
 SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 9-104(d)(3)(D).
 Project No. (1) 10 Parcel ID/Parcel No. (2) 3001261344 Parcel No. (3) 10
 Subdivision Name: LOUIS ALBIREU MIN SUD LOTS 1-243

7 Transferred From
 Dec 1: Grantor(s) Name(s) NICHILAS P. CHIRBASILL
 Dec 1: Grantor(s) of Record, Different Name DEANIE M. CHIRBASILL
 Dec 1: Grantor(s) of Record, Different Name WEST O.C. PROTERGER LLC

8 Transferred To
 Dec 1: Grantee(s) Name(s) QUEER STEPHEN DEANIE EST TRM BSCM AND JEBI
 Dec 1: Addressee Name to be Indexed (Optional) 11041 Redacted Road
 Dec 1: Addressee Name to be Indexed (Optional) P.O. Box 1244

9 Other Names to Be Indexed
 Name: CLEVERIA With: Justin, Gordy & Amanda SA
 Firm: 11041 Redacted Road
 Address: P.O. Box 1244
Baltimore MD 21211
6495033

10 Contract/Note Information
 Instrument Submitted by: Standard Receipt Hold for Pickup Return to Contact Person Return Address Provided
 Name: _____ With: _____
 Firm: _____
 Address: _____
 P.O. Box _____
 City/State/Zip _____

11 IMPROVEMENT NOTE THIS ORIGINAL NOTE IS TO BE RECORDED IN EACH TERRITORY
 Assessment Information
 Yes No Will the property being conveyed be the grantee's principal residence?
 Yes No Does transfer include personal property? If yes, identify: _____
 Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)
 Assessment Fee: \$ _____
 Assessor: _____
 Date Assessed: _____
 Assessor's Office: _____
 Assessor's Phone: _____
 Assessor's Address: _____
 Assessor's City/State/Zip: _____
 Assessor's County: _____
 Assessor's District: _____
 Assessor's Precinct: _____
 Assessor's Block: _____
 Assessor's Lot: _____
 Assessor's Parcel: _____
 Assessor's Sublot: _____
 Assessor's Parcel ID: _____
 Assessor's Parcel No.: _____
 Assessor's Parcel Name: _____
 Assessor's Parcel Description: _____
 Assessor's Parcel Area: _____
 Assessor's Parcel Volume: _____
 Assessor's Parcel Depth: _____
 Assessor's Parcel Width: _____
 Assessor's Parcel Height: _____
 Assessor's Parcel Orientation: _____
 Assessor's Parcel Elevation: _____
 Assessor's Parcel Slope: _____
 Assessor's Parcel Aspect: _____
 Assessor's Parcel Exposure: _____
 Assessor's Parcel View: _____
 Assessor's Parcel Surroundings: _____
 Assessor's Parcel Notes: _____
 Assessor's Parcel Remarks: _____
 Assessor's Parcel Comments: _____
 Assessor's Parcel Other: _____

Spaces Reserved for County Validation

Distribution: With - Clerk's Office County - SDAT City - Office of Finance Assessor - Registrar Other _____

TECHNICAL REVIEW COMMITTEE

STAFF PERSON: Kristen M. Tremblay DATE OF MEETING: December 9, 2020

PROJECT: **Shorepoint Cottage Court.** Development of a 52-unit (cabins) hotel/motel (390 square feet each), pool, deck, and 'beach.' Located at 9543 Stephen Decatur Road, approximately 1,400 feet northeast of the intersection of Sinepuxent Road and Stephen Decatur Road (Route 611), Tax Map 26, Parcel 424, Lots 1, 2, & 3, Tax District 10, C-2 General Commercial District, West OC Properties, LLC., Owner; R.D. Hand and Associates, Inc., Engineer.

APPLICANT(S) IN ATTENDANCE:

TRC MEMBERS IN ATTENDANCE:

- _____ Tremblay, Zoning Administrator
- _____ Zirkle, DRP Specialist II
- _____ Miller, Building Plans Reviewer III
- _____ Mitchell, Environmental Programs
- _____ Marsh, Environmental Programs
- _____ Bradford, Environmental Programs
- _____ Birch, Environmental Programs
- _____ Gerthoffer, Environmental Programs
- _____ Mathers, Environmental Programs
- _____ Owens, Fire Marshal
- _____ Adkins, County Roads
- _____ Berdan, County Roads
- _____ Wilson, State Highway Admin.
- _____ Conner, State Highway Admin.
- _____ Ross, W & WW, DPW
- _____ Clayville, Planning Commission Rep.

Under the terms of ZS 325(f)(1), this application is considered to be a minor site plan since the square footage of all structural improvements does not exceed 10,000 square feet in area. All minor site plans are reviewed and approved by the Technical Review Committee. The Technical Review Committee shall have the authority to forward an application to the Planning Commission when it is determined the site plan shall have a broad impact on the County or where otherwise deemed appropriate.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
<http://www.co.worcester.md.us/departments/dmp>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE MEETING January 13, 2021

Project: Shorepoint Cottage Court (Major Site Plan Review). Proposed development of a 52 unit (cabins) hotel/motel (390 square feet each), pool, deck, and 'beach.' Located at 9543 Stephen Decatur Road, approximately 1,400 feet northeast of the intersection of Sinepuxent Road and Stephen Decatur Road (Route 611), Tax Map 26, Parcel 424, Lots 1, 2, & 3, Tax District 10, C-2 General Commercial District, West OC Properties, LLC., Owner; R.D. Hand and Associates, Inc., Engineer.

Prepared by: Kristen M. Tremblay, Zoning Administrator

Contact: ktremblay@co.worcester.md.us or (410) 632-1200, extension 1131

General Requirements:

1. In order to obtain a Building Permit, the applicant must submit the following to the Department:
 - a. A complete Building Permit Application along with the initial fee of \$300 made payable to "Worcester County."
 - b. Four (4) sets of complete construction plans (footing, foundation, framing, floor plan and building elevations (front, rear and sides)). The construction plans must be sealed by an architect and prepared in accordance with the applicable International Building Code, Energy Code, and ADA Code.
 - c. Three (3) site plan sets once approved by the Technical Review Committee.
2. Once the permit is issued, the applicant must coordinate all necessary inspections with the respective Building/Housing/Zoning Inspector. The Department requires 24-hour notice for all inspections. The inspector may require special or additional inspections as needed.
3. In order to obtain a Certificate of Use and Occupancy, all of the necessary inspections must be completed and approved by the various inspection agencies (building, zoning, plumbing, electrical, water, sewage, health, roads, etc.). Two (2) sets of As-Builts (illustrating all lighting, landscaping, parking, signs etc.) must be submitted at least one (1) week prior to the anticipated occupancy of the building, structure, or use of land. **Please note that it is unlawful to occupy a structure (employees or patrons) without the benefit of a Certificate of Use and Occupancy.**

Project Specific Comments: This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

§ZS1-210	C-2 General Commercial District
§ZS1-305	Lot Requirements Generally
§ZS1-306	Access to Structures
§ZS1-319	Access and Traffic Circulation Requirements
§ZS1-320	Off-Street Parking Areas
§ZS1-321	Off-Street Loading Spaces
§ZS1-322	Landscaping and Buffering Requirements
§ZS1-323	Exterior Lighting
§ZS1-323	Signs
§ZS1-325	Site Plan Review
§ZS1-326	Classification of Highways

*The proposed project is also subject to the *Design Guidelines and Standards for Commercial Uses* as revised and adopted on January 17, 2017. Under Section 2 of the Design Guidelines, the Planning Commission is able to grant a waiver to the requirements contained within, as long as the applicant can meet the provisions described. Please keep in mind that if a similar standard is listed in the Zoning Code and does not allow for a waiver, that standard cannot be waived.

*Please provide a detailed listing of all site plan changes along with any resubmission.

Basic Site Plan Corrections Required:

1. Please provide a north arrow on all sheets. The tax account number (10-300126) will also need to be indicated on the site plan.
2. Please use different symbols for 'porous pavement and lawn' if possible. It is difficult to differentiate.
3. Please provide the proposed finished grading, with a maximum of two (2) foot intervals.
4. Provide the area calculation of all recreation and open space areas as well as the acreage proposed for each type of use and the area of all structural improvements including parking and incidental structures, and the dimensions of the building footprints.
5. Is any fencing proposed? If so, it will need to be shown on the site plan.
6. Please provide all existing and proposed wastewater facilities including all pipe sizes, types, grades, invert elevations, and the location of manholes. Also, all existing and proposed water facilities including all wells, water mains, and their sizes, valves and fire hydrant locations.
7. The plan must also bear the original signature of the property owner, applicant if different, and the person who prepared the site plan. Please add the following statement with a signature block for the property owner to sign prior to final signature approval:

“As the property owner/developer, I am in full agreement with this site plan submitted herewith, and I am responsible for the completion of the improvements as shown on the approved site plan, and I understand that I cannot allow the property or buildings to be occupied until a Certificate of Use and Occupancy has been issued by the Department of Development, Review and Permitting.”

8. A signature panel with a space identified for the signature approval of the Department is needed.
9. Schematic elevations and floor plans drawn to scale for any freestanding signs and for all buildings or structures, including but not limited to: building height, number of stories, type of construction, finish materials, colors, awnings, roof style and materials, architectural tradition or style, mechanical equipment, and the size and location of any on-building signs. The information provided in the elevations shall be of sufficient detail to assess compliance with the *Design Guidelines*.
10. Please provide the limits of disturbance, existing and proposed lot coverage numbers and any clearing/grading on the lot.
11. ‘Height’ is misspelled under General Notes on sheet S-1.
12. Who maintains the private ROW? Please provide general information on site plan.

Parking and Travelways:

1. ADA signage parking details must be provided and may be on a separate detail sheet.
2. Two (2) bike racks are required that meet ‘Off-Street Parking Areas’ (Section ZS1-322(f)(12)).
3. Travelway dimensions next to parking spaces need to be 24 feet, unless one-way in which case, then 16 feet. Please see Section ZS1-320(c)(B).
4. *A maintenance schedule for pervious paved parking will need to be provided.*
5. Bicycle lanes will need to be provided and indicated on the site plan. Please see Section ZS1-319.
6. Can you add a painted crosswalk from the pool to the ADA parking on the other side of the travelway?
7. Is any traffic calming planned? I.e. speed bumps, surface changes, or signage?
8. MDOT SHA has indicated that the existing access will need improvements as well as a Commercial Access Permit.

Landscaping:

1. It is unclear as to where the 122 Panicum Virgatum ‘Shenandoah’ plantings will be placed. Please clarify.
2. The word irrigation is misspelled on sheet CA.
3. Please show spacing dimensions of landscaping.
4. A landscaping installation and maintenance agreement including the associated bond will need to be provided along with a check for \$60 for recordation fees.

5. In accordance with §ZS 1-322(g), a maintenance and replacement bond for required landscaping is mandatory for a period not to exceed two (2) years in an amount not to exceed one hundred and twenty-five percent (125%) of the installation cost. A landscape estimate from a nursery will be required to be provided at permit stage to accurately determine the bond amount.

Lighting:

1. Is lighting proposed? If so, a lighting plan will need to be provided. Please see Section ZS1-323.

Entrance:

1. Please provide the width and curve radius dimensions of the access entrance.

Additional Requirements:

1. Please indicate proposed location of fire hydrants.
2. Is HVAC proposed? If so, it will need to be screened.
3. Will there be any vending machines or mailboxes? If so, please indicate on site plan.
4. Please provide more detail on the deck, pool and beach. It is unclear what the materials are for the deck, how large is the pool, is it above or below ground, if any fencing is proposed around the deck area, and what the circle on the deck is as indicated on the site plan. Will sand be brought in for the 'beach,' is any seating proposed, and what are the overall dimensions of the pool/deck/beach?
5. Also, is there no central building? Like a snack shop, check-in, restroom, etc.?

Architectural:

1. It appears that the proposed structure will comply with the overall height limitation of 45 feet, however please identify the overall total height of the structure.

Other Agency Approvals:

1. Information relative to the water and wastewater facilities are required to be provided on the plans per §ZS 1-325(e)(3)(O&P). Written confirmation that the water and sewer requirements have been met will be required to be provided from the Department of Environmental Programs and the Department of Public Works prior to the Department granting signature approval.
2. Written confirmation will also be required from the Department of Environmental Programs Natural Resources Division relative to Critical Area and Stormwater Management requirements prior to the Department granting signature approval.
3. Written confirmation of approval from the County Roads Division regarding the existing, proposed, or modified commercial entrances on all parcels shall be provided to the Department prior to granting signature approval.
4. Approval from the Worcester County Health Department will be required at the permitting stage.

Design Guidelines and Standards for Commercial Uses: This property is located within the Seaside Architectural Tradition. It is strongly recommended that the applicant review the Design Guidelines prior to preparing materials for the Planning Commission.

1. In order to properly assess the proposed project against the Design Guidelines prior to Planning Commission review, a number of items will need to be addressed and are listed as follows:
 - a. Dimensions including pitch of roofs proposed (min pitch 4 in 12) including overhang dimensions;
 - b. Materials utilized including:
 - i. Walls, siding, trims, windows, doors;
 - c. Front entrance view without (and with banister of cabins);
 - d. Any signage or lighting proposed including locations, heights, and types;
 - e. Any seating to be provided;
 - f. Bike Racks and locations;
 - g. A 35-foot-deep landscape buffer in the front yard setback;
 - h. More information on the building perimeter landscaping including species planted;
 - i. Dimensions and materials used in community feature: pool, deck, beach.



Worcester County
 Department of Environmental Programs
 Natural Resources Division

Memorandum

To: Technical Review Committee

From: David Mathers, Natural Resources Planner DM

Subject: Forest Conservation Review

Date: December 28, 2020

Date of Meeting: January 13, 2021

Project: Shorepoint Cottage Court

Location: Stephen Decatur Road; Tax Map 26; Parcel 424; Lots 1, 2 & 3

Owner/Developer: West OC Properties, LLC

Engineer: R.D. Hand & Associates, Inc.

This project is not required to comply with the Worcester County Forest Conservation Law. In accordance with Subtitle IV, Section 1-403(b)(11) of the Natural Resources Article of the Worcester County Code of Public Local Laws, this subdivision is exempt from the County's Forest Conservation Law since the preliminary plat for this subdivision was approved by the Worcester County Planning Commission prior to July 1, 1991. Any future approval of this land for a regulated activity shall be subject to the County's Forest Conservation Law.

This project is subject to the Worcester County Stormwater Ordinance. The project has obtained Stormwater concept plan approval. Site Design Plan approval must be received prior to this case going to the Planning Commission.

All projects over one acre shall be required to file for a General Permit/Notice of Intent (NOI) for construction activity through Maryland Department of Environment. This is mandated through the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.

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CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

MEMORANDUM

DATE: March 11, 2020
TO: Applicant
FROM: Jenelle Gerthoffer, Natural Resources Administrator 
SUBJECT: Stormwater/Sediment Erosion Control Plan/Permit

.....
Please note, if a Stormwater plan is approved by this office and does not include phasing, the corresponding permit can only receive Stormwater Final approval once all improvements are completed and the entire site is stabilized. This includes properties which have multiple Building or Zoning permits associated with the Stormwater plans. If a Stormwater Bond is required per the permit, the bond will only be released once a Stormwater Final approval takes place.

Additionally, if pervious pavement (i.e. asphalt, concrete) is proposed as a Stormwater Best Management Practice (BMP), an engineer will be required to ensure that this BMP is installed per the approved plan and the correct sequence is detailed on approved plans. Furthermore, all site disturbance must be stabilized prior to beginning the BMP installation process to avoid any contamination or performance issues. If components of the BMP become contaminated, excavation may be required. A detail/schematic must be site specific and reflect how associated sub drains are connected to piping and also illustrate all material being used in subgrade when using this BMP.

If you have any questions, please feel free to contact the Natural Resources Administrator, Jenelle Gerthoffer, at (410) 632-1220, ext. 1147.



WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

Department of Development Review & Permitting
Worcester County Government Center
1 W. Market St., Room 1201
Snow Hill, Maryland 21863
pmiller@co.worcester.md.us

Project: Shorepoint Cottage Court

Date: 1/13/2021

Tax Map: 26 Parcel: 424 Section: Lot: 1, 2 & 3 Block:

STANDARD COMMENTS

1. Items listed in this review are not required for Technical Review Committee approval.
2. Provide complete code review. List type of construction, use groups, height and area, occupant loads, live, dead and other structural loads.
3. Soils report required at time of building permit application.
4. Compaction reports due at all footings and slab inspections as well as any site work and structural fill.
5. Complete sealed architectural, structural, mechanical, plumbing and electrical plans are required.
6. Provide information for wind, snow, floor and seismic loads.
7. Special inspections (Third party) required per IBC Chapter 17 for steel, concrete, masonry, wood, prepared, fill, foundations and structural observations.
8. A Maryland Registered Architect must seal plans. This architect or architectural firm will be considered the architect of record.
9. A pre-construction meeting will be required before any work starts.
10. Provide complete accessibility code requirements and details.
11. List on construction documents all deferred submittals.
12. Truss and other shop drawings will be required prior to installation.
13. Please provide your design professional with a copy of these comments.

SITE SPECIFIC COMMENTS

1. **Current Codes:** 2018 International Building Code
2018 International Energy Conservation Code
2018 International Mechanical Code
2017 NEC
Maryland Accessibility Code
2010 ADA Standards for Accessible Designs
Maryland Building Performance Standards
Maryland State Model Performance Code (MPC) for Industrialized Buildings
2. **Wind Design:** 127 MPH (assumed); Risk category II; Exposure "C"
3. **Complete sealed architectural, structural, mechanical, plumbing and electrical plans.**
4. **ADA: Provide all details and specifications per 2010 ADA design standards.**
5. **Transient Lodging Guest Rooms (ADA): Provide dispersion of rooms based on type A, B or C per Table 224.2 and Table 224.4 (2010 ADA Design Standard). A minimum number of (4) accessible units are required, with a minimum of one unit provided with a roll-in shower.**
6. **Provide an accessible route from parking to unit and at amenities.**
7. **All transient lodging units to have fire suppression system per IBC.**
8. **HOTEL or MOTEL: An establishment for transients consisting of any number of sleeping rooms in permanent buildings, each room or suite of rooms having complete sanitary facilities and separate entrances, including a hotel, motor hotel, motor lodge, tourist park, tourist court, cottage court and similar establishments, but not including a boarding- or lodging house.**
9. **Provide one hour rated walls when structures are separated by less than 10' between structures (buildings, decks, and stairs) or property lines.**

10. Exterior exit stairways and ramps shall have a minimum fire separation distance of 10 feet measured at right angles from the exterior edge of the stairway or ramps, including landings, to other buildings on the same lot unless the adjacent building exterior walls and openings are protected in accordance with Section 705 based on fire separation distance.
11. Provide complete Energy Code compliance information.
12. Maryland state permit along with the Worcester County and engineered plans required for pool, pool deck and pump house.

There is not enough information provided at this time to provide additional comments.

Additional information may be requested at time of plan review.



GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1003

SNOW HILL, MARYLAND 21863-1104

TEL: 410-632-5686

FAX: 410-632-5684

TECHNICAL REVIEW COMMITTEE COMMENTS

PROJECT: Shorepoint Cottage Court**TRC #: 2020716****LOCATION: Tax Map 26; Parcel 424, Lots 1, 2, 3****CONTACT: West OC Properties, LLC****MEETING DATE: January 13, 2021****COMMENTS BY: Matthew Owens****Chief Deputy Fire Marshal**

As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

Scope of Project

The proposed development of a 52 cabin campground (390 square feet each), pool, deck, and beach.

General Comments

1. A water supply for fire protection shall be identified indicating the following:
 - a. Water Source
 - b. Engineering study for reliability of water source
 - c. Size (in gallons) of water source
 - d. Replenishment of water supply
 - e. Diameter of in ground pipe
 - f. Number of hydrants
 - g. Location of hydrants
 - h. Roadway width and surface types
 - i. Distance from hydrant to roadway
2. If public water source, approved plans by the public works department.
3. Water source plans must be approved prior to recording of plat.

-
4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.
 5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.
 6. All underground water mains and hydrants **shall be installed, completed, and in service** prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.
 7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected. **Roads in access of 150 feet in length shall be provided with approved provisions for the fire apparatus to turn around.**
 8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Specific Comments

1. The proposed cabins shall be protected by an automatic sprinkler system. Plans shall be submitted and approved by this office prior to the installation of such system.
2. Turning radius shall meet the minimum for Worcester County Emergency Apparatus (33 feet inside, 55 feet outside). Please let me know if you have any questions.
3. The placement and location of fire hydrants shall be coordinated with our office.
4. No further comments at this time.



STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

Required for the Initial Commercial Access Permit Plan Review Submission

- Make sure all the requirements of the county/local jurisdiction have been fulfilled. Provide documentation of project approval from the county/local jurisdiction to the District 1 Access Management office.
- The initial submittal should contain: four sets of plans, two sets of the Stormwater Management Report, and a CD containing the plans and supporting documentation in PDF format; mailed directly to Mr. James W. Meredith at 660 West Road, Salisbury, MD 21801, attention of Mr. Daniel Wilson.
- If you are unable to make a hard copy submission or would prefer to submit electronically, you can make an electronic project submittal by logging into:
<https://mdotsha.force.com/accesspermit/login?ec=302&inst=1B&startURL=%2Faccesspermit>.
- The MDOT SHA Plan submittal should include a Cover Sheet, an Existing Conditions/Sediment Control/Demolition Plan Sheet (with a sequence of construction), a Site/Utility/Landscape Plan Sheet (with color coding of all utilities in plan-view, according to the Miss Utility color code and illustrations of all landscaping proposed in the MDOT SHA right of way), an Entrance Plan Sheet, a Stormwater Management/Grading Plan Sheet, a Signing and Pavement Marking Sheet, and a Cross Sections Sheet. The plan sheets are not required to be sequenced in this order, but the information generally provided on these sheets needs to be depicted in the plan set in some format.
- Please keep in mind that you can view the project status and identify who conducted the review process via the SHA Access Management web page
<http://www.roads.maryland.gov/pages/amd.aspx>.
- Please consult the MDOT SHA Access Manual for Entrance and Design specifications, at:
<https://www.roads.maryland.gov/Index.aspx?PageId=393>.
- If you have any questions, please contact Daniel Wilson, the District 1 Access Management Regional Engineer. See below for contact information.

Thanks,

Daniel Wilson
Maryland Department of Transportation
State Highway Administration
Regional Engineer
Access Management
District 1
660 West Road
Salisbury, MD 21801

Office: 410-677-4048
Cell: 410-251-9571
Email: dwilson12@mdot.maryland.gov



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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MEMORANDUM

DATE: December 21, 2020
TO: Worcester County Technical Review Committee
FROM: Joy S. Birch, Natural Resources Specialist III. *JB*
RE: January 13, 2021 - Technical Review Committee Meeting

Shorepoint Cottage Court – Development of a 52-cabin campground (390 square feet each), pool, deck and ‘beach’. Tax Map 26, Parcel 424, Lots 1, 2 & 3.

Critical Area: This project is located in the Atlantic Coastal Bays Critical Area (ACBCA) program boundary designated Intensely Development Area (IDA) and is non-waterfront. Please see following comments:

1. Please add Atlantic Coastal Bays Critical Area note to read: **Worcester County Atlantic Coastal Bays Critical Area Law:** *This property lies within the Worcester County Atlantic Coastal Bays Critical Area. Any and all proposed development activities must meet the requirements of Title 3 (Land and Water Resources), Subtitle I (Atlantic Coastal Bays Critical Area) of the Worcester County Code of Public Local Laws, as from time to time amended, in effect at the time of the proposed development activities.*
2. Provide us with a Critical Area Report as defined within NR 3-109 (d) (2) including but not limited to showing the limits of disturbance, existing and proposed lot coverage numbers and any clearing/grading on the lot.
3. Provide documents that the site will meet the 10% pollution reduction requirements. The Department can provide you with a copy of the worksheet if needed.
4. Illustrate and/or provide documentation that the 15% afforestation requirement will be accomplished.

5. This project meets the requirement for the Maryland Critical Area Commission Project Notification parameters, therefore provide two (2) additional copies of the plan (once revised as per the above comments), Critical Area Report, 10% rule compliance details, and all other pertinent documents when submitted, will be forwarded to Commission Staff for review and comment.

Storm Water Management & Erosion and Sediment Control:

Storm Water Management & Erosion and Sediment Control: SWM Concept Plan approval has been received. Site Development approval must be provided prior this project proceeding to the Planning Commission.

General Provisions:

- All Erosion and Sediment controls should comply with the 2011 Maryland Standards and Specifications for Erosion and Sediment Control.
- All Stormwater Management practices shall be designed to meet the requirements of the 2007 Maryland Stormwater Management Act.
- All projects over one (1) acre shall be required to file for a General Permit / Notice of Intent (NOI) for construction activity through Maryland Department of Environment. This is mandated through the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.



Larry Hogan
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Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

December 29, 2020

Ms. Kristen Tremblay, Zoning Administrator
Department of Developing, Review, and Planning
Worcester County Government Center
One West Market Street, Room 1201
Snow Hill MD 21863

Dear Ms. Tremblay:

Thank you for the opportunity to review the minor site plan for the proposed Shorepoint Cottage Court development project, located at 9543 Stephen Decatur Road, approximately 1,400 feet northeast of the intersection of Sinepuxent Road and MD 611, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the site plans, and we are pleased to respond.

This site plan proposes the construction of a 52-cabin campground, with accompanying pool, deck, and beach. As this development proposes to use the existing access along MD 611, this access will need to be brought to State Standard, with accompanying acceleration/deceleration lanes and widening for a bike lane. District 1 is requiring a Trip Generation Report (TGR) be provided, so that we can more closely assess trip distribution for the proposed development. After the TGR has been reviewed, we will determine if any further traffic study will be necessary. Once our traffic assessment has been completed, this project will require a Commercial Access Permit through the District 1 Office (please see the attached requirements for the initial Commercial Access Permit plan review submission).

If you have any questions or require additional information please contact Mr. Daniel Wilson, District 1 Access Management Regional Engineer, at 410-677-4048, by using our toll free number (in Maryland only) at 1-800-825-4742 (x4048), or via email at dwilson12@mdot.maryland.gov. He will be happy to assist you.

Sincerely,

Dallas Baker / for

James W. Meredith
District Engineer

Attachment

cc: Mr. Dallas Baker, D-1 Assistant District Engineer-Project Development, MDOT SHA
Mr. Jeff Fritts, D-1 Access Management Consultant Inspector, MDOT SHA
Mr. Rodney Hubble, Resident Maintenance Engineer-Snow Hill Shop, MDOT SHA
Mr. Tony Turner, Assist. Resident Maintenance Engineer-Snow Hill Shop, MDOT SHA
Mr. Daniel Wilson, D-1 Access Management Regional Engineer, MDOT SHA



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

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COMMUNITY HYGIENE

MEMORANDUM

DATE: March 11, 2020
TO: Applicant
FROM: Jenelle Gerthoffer, Natural Resources Administrator *JG*
SUBJECT: Stormwater/Sediment Erosion Control Plan/Permit

.....
Please note, if a Stormwater plan is approved by this office and does not include phasing, the corresponding permit can only receive Stormwater Final approval once all improvements are completed and the entire site is stabilized. This includes properties which have multiple Building or Zoning permits associated with the Stormwater plans. If a Stormwater Bond is required per the permit, the bond will only be released once a Stormwater Final approval takes place.

Additionally, if pervious pavement (i.e. asphalt, concrete) is proposed as a Stormwater Best Management Practice (BMP), an engineer will be required to ensure that this BMP is installed per the approved plan and the correct sequence is detailed on approved plans. Furthermore, all site disturbance must be stabilized prior to beginning the BMP installation process to avoid any contamination or performance issues. If components of the BMP become contaminated, excavation may be required. A detail/schematic must be site specific and reflect how associated sub drains are connected to piping and also illustrate all material being used in subgrade when using this BMP.

If you have any questions, please feel free to contact the Natural Resources Administrator, Jenelle Gerthoffer, at (410) 632-1220, ext. 1147.



Worcester County
 Department of Environmental Programs
 Environmental Programs Division

Memorandum

To: Technical Review Committee (TRC) for January 13, 2021 Meeting

From: Environmental Programs Staff

Subject: Major Site Plan: Shorepoint Cottages – TM 26 P 424 L 1, 2, & 3

Date: January 6, 2021

Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

1. There are currently 8 water EDUs for the Mystic Harbour Sanitary Service Area on this property, but no sewer EDUs. 17 EDUs of water & sewer are needed for this proposed project from the Mystic Harbour Sanitary Service Area. An application for these additional EDUs will need to be made through the Treasurer's Office Enterprise Fund Controller, Michelle Carmean, who begins the processing for a Mystic Sewer allocation to be reviewed by the County Commissioners for approval. All fees will need to be paid for these EDUs prior to any building permits being signed.
2. A major site plan must have gone thru the TRC review process and have an EDU allocation from the County Commissioners prior to the project applying to the Planning Commission for site plan approval. As such, this allocation will need to be obtained from the County Commissioners unless adequate WOC sanitary capacity is proposed to be transferred in under Resolution 97-1.
3. The flow rate was determined using the hotel flows found in the flow tables contained within County Commissioner Resolution 19-37, which is our local policy for determining sanitary capacity requirements for residential and nonresidential land served by Worcester County public sewer systems. This also assumes short term rentals only for the proposed construction. If long term rentals are contemplated, then a more intensive flow rate and required sanitary allocation will be applied to the project.

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4. Commercial plumbing plans will need to be submitted for plan review with the building permit and \$125 review fee submitted. A plumbing permit will also need to be obtained for the interior work and a separate one for the site utility work. Gas permits will be needed as well, if utilized for this project.
5. Plumbing Code is the 2018 International Plumbing Code (IPC).
6. The Gas Code is the International Fuel Gas Code, 2018 Edition.
7. A \$60 review fee will need to be submitted for this Commercial Construction Plan Review.

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**WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
WATER & WASTEWATER DIVISION
INTEROFFICE MEMORANDUM**

TO: Kristen M. Tremblay, Zoning Administrator
Development Review and Permitting

FROM: John S. Ross, P.E., Deputy Director of Public Works

DATE: January 7, 2021

SUBJECT: TRC Meeting – January 13, 2021



Site Plan Review

A. Royal Farms Store #156.

Development of a 5,154 square foot Royal Farms Store and eight (8) associated gasoline pumping stations under canopy. Located at 11073 Cathell Road, approximately 325 feet northwest of the intersection of Cathell Road and Racetrack Road (Route 589), Tax Map 21, Parcel 253, Lot 3B; Tax District 3, C-2 General Commercial District, Delmarva Real Estate Holdings, LLC., Owner; Becker Morgan Group, Inc., Engineer.

1. Confirm adequate EDUs are assigned to the project
2. One water meter is permitted per parcel
3. We prefer to connect the sewer line to the existing manhole rather than constructing a doghouse manhole
4. Designate that manhole as limit of County Sewer System Maintenance
5. In Domestic Water System Notes, remove the reference to Fruitland and replace with Worcester County

B. Shorepoint Cottage Court.

Development of a 52 unit (cabins) hotel/motel (390 square feet each), pool, deck, and 'beach.' Located at 9543 Stephen Decatur Road, approximately 1,400 feet northeast of the intersection of Sinepuxent Road and Stephen Decatur Road (Route 611), Tax Map 26, Parcel 424, Lots 1, 2, & 3, Tax District 10, C-2 General Commercial District, West OC Properties, LLC., Owner; R.D. Hand and Associates, Inc., Engineer.

1. Confirm adequate EDUs are assigned to the project.
2. Project will require extension of the public waterline from the adjacent parcel across the front of this parcel.
3. Reserve further comments pending receipt of utility construction drawings

cc: John H. Tustin, P.E. Director



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, Director, Environmental Programs
On Behalf of Worcester County Sewer Committee

Subject: Request for Allocation of EDUs for Sea Oaks Village, LLC

Date: June 28, 2021

Please be advised we received a completed application from Hugh Cropper, representing Sea Oaks Village, LLC (owner) for the allocation of twenty-nine (29) equivalent dwelling unit (EDU's) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve the Phase II development of an additional 29 housing units. The subject property contains the Sea Oaks Village, is identified on Tax Map 26 as Parcel 274. The request was subsequently reviewed by the Worcester County Sewer Committee at our meeting on June 3, 2021.

On behalf of the committee, I offer the following staff report for your consideration with regard to this request.

Summary of Request: West OC Properties, LLC is requesting an allocation of twenty-nine (29) equivalent dwelling unit (EDUs) of sewer service from the MHSSA to serve the proposed Phase II construction of twenty-nine residential homes within the Sea Oaks Village development located on Worcester County Tax Map 26 Parcel 274, which has been subsequently subdivided as the community has progressed through development stages. The subject property, currently sits on the westerly side of Stephen Decatur Highway (Rt 611), approximately 2,000 feet south of the Sunset Avenue intersection, is currently zoned R-2 Multi-Family Residential (35.71 acres) and C-1, Neighborhood Commercial (4.219 acres), and is currently designated S-1 in the County Master Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2 years, but does not guarantee service or obligate the provision of services in that time frame. Applicant will also be required to purchase corresponding water service from the Mystic Harbour water system if the sewer EDUs are allocated to this project. Project was reviewed by the Technical Review Committee (TRC) at their meeting on April 14, 2021.

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According to our calculations, in order to serve the proposed Phase 2 development of twenty-nine (29) homes, **twenty-nine (29) sewer EDUs are required.**

Current Available Capacity - North: After a recent revision and return of some EDUs to the northern district, there are currently 119 available EDUs allocated in Area 1 (north of the airport) for the following uses: Vacant or Multi-Lot properties (50 EDUs), Infill and Intensification (24 EDUs), Commercial (28 EDUs), and Single Family Dwellings (17 EDUs). Granting the request for Sea Oaks Village would require the allocation of 24% (29 of 119) of the total remaining EDUs in Area 2.

Background on Original Allocation of New Sewer Capacity in the Mystic Harbour: The expansion of the Mystic Harbour WWTP and Funding From USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority for (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new development. The initial request addressed priority 1 as infill of the previously undeveloped properties in West Ocean City.

Previous Allocation of EDUs to this Property: This property is currently allocated sixty-three (63) Mystic water EDUs and sewer EDU's for Phase I of the development.

Options for Commissioners' Action on the Request:

Note – All options are based on an allocation of 29 Mystic sewer EDUs based on flow rates.

Option 1 - Approve the allocation for a total of 29 EDUs to the property by utilizing twenty-nine (29) sewer EDUs from the Vacant or Multi-Lot category from Area 1. Owner will also need to connect to Mystic water and purchase twenty-nine (29) water EDUs to compliment the sewer allocation required.

Option 2 - Deny the request for allocation of twenty-nine (29) Mystic sewer EDUs to this property.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for the County Commissioners to make the most informed decision on this request.

Attachments

cc: Water and Sewer Committee

LAW OFFICES

BOOTH CROPPER & MARRINER

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CURTIS H. BOOTH
 HUGH CROPPER IV
 THOMAS C. MARRINER*
 ELIZABETH ANN EVINS
 LYNDSEY J. RYAN

*ADMITTED IN MD & DC

May 18, 2021

Mr. Weston S. Young, P.E., CAO
 Worcester County Commissioners
 One West Market Street, Room 1103
 Snow Hill, Maryland 21863

RE: *Sea Oaks Village, LLC*
Mystic Harbour Sewer Service Application

Dear Mr. Young:

Sea Oaks Village, LLC owns Worcester County Tax Map 26, Parcel 274, 39.98 acres, more or less. The property is zoned R-3, Multi-Family Residential (35.761 acres) and C-1, Neighborhood Commercial (4.219 acres).

According to the Master Plan, the property is designed for 136 residential units, which is a residential density of approximately 3.8 units per acre.

On November 20, 2018, Phase I, Step II, Floating Zone, was approved by the Worcester County Commissioners. The Phase I Subdivision/Site Plan was recorded on July 17, 2020, for the 59 residential units. Phase I included a swimming pool, among other residential amenities.

This is a mixed-use project, consistent with the Comprehensive Plan. On December 5, 2019, the Planning Commission approved a Major Site Plan for contractors' shops (12,000 square feet) and retail (11,480 square feet).

On April 14, 2021, the Technical Review Committee considered Phase II of Sea Oaks Village, RPC, consisting of 76 townhome units and ball courts. Those comments are attached.

May 18, 2021
Page Two

This is an application for 29 EDU's, which is the first sub-phase of Phase II, and will authorize the construction of an additional 29 townhome units.

The project is in the advanced stages of construction. Roads and infrastructure are in the process of being installed. Building permits have been issued for commercial and residential units.

There is a definite need for this type of housing in this area of Worcester County. There has been huge interest in the purchase of the townhomes. There is already much more interest that the developer can satisfy. The approval of the additional 29 EDU's will provide Worcester County citizens with much needed housing opportunities.

The applicant respectfully requests that the allocation of 29 EDU's for the Sea Oaks, RPC Project be granted by the Worcester County Commissioners.

Respectfully Submitted,



Hugh Cropper IV
Attorney for Sea Oaks
Village, LLC

HC/tgb
Enclosures
CC: Lisa D. Sparks, Esquire
Margaret Witherup, Esquire

Worcester County - Department of Public Works - Water and Wastewater Division
Mystic Harbour Sewer Service Application

Name: Sea Oaks Village, LLC Date: May, 2021
Mailing address: 841 E. Fort Avenue, Ste 152, Baltimore, md 21230
Address of service location: Stephen Decatur Highway, Ocean City, MD 21842
Property identification (acct # & map/parcel): Map 26; P/O Parcel 274; 10-296900

Type of project (circle one below):

Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

EDU's/gallons assigned to property: _____ EDU's to be purchased: 29

If developer new construction, will you be providing the meter (circle one): Yes No N/A

Name & license number of licensed plumber providing connection from meter to building:

Name & phone number of person to contact with regards to this application/account:
Hugh Cropper II 410-213-2681 hcropper@bbcmllaw.com

Signature: [Signature] Date: 5/17/21

Attachments required to be submitted with application:

- Single Family- Copy of permit application.
- Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
- Major Site Plans- Copy of TRC report.
- Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

NOTICE: Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

OFFICE USE ONLY:

Date received: _____ By: _____

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: _____ Date: _____

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit \$1,000 per EDU X _____ (EDU's) = \$ _____
Remaining Balance \$7,228 per EDU X _____ (EDU's) = \$ _____
Future Capital Improvement Charge \$1,000 per EDU X _____ (EDU's) = \$ _____

Date received: _____ By: _____

RETURN TO:

Worcester County Treasurer's Office
Attn: Jessica Wilson
P.O. Box 349
Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.

SEA OAKS VILLAGE LLC
 410-404-4383
 841 E. FORT AVE. SUITE 162
 BALTIMORE, MD 21230

3-7380/2360

1094

Date 4/19/21

Pay to the order of Worcester County

\$ 29,000.00

Twenty nine thousand 00/100

FIRSTTRUST BANK
 800.220.BANK / firstrust.com

MEMO EDU Acquisition

1094

⑆ 23607380 ⑆ 8000229669 ⑆ 1094

Real Property Data Search

Search Result for WORCESTER COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 10 Account Number - 296900

Owner Information

Owner Name: SEA OAKS VILLAGE LLC **Use:** RESIDENTIAL
Principal Residence: NO
Mailing Address: 841 EAST FORT AVE UNIT 152 **Deed Reference:** /07082/ 00402
 BALTIMORE MD 21230-

Location & Structure Information

Premises Address: STEPHEN DECATUR HWY **Legal Description:** PAR 3A 16.88 ACS
 OCEAN CITY 21842-0000 RESERVED LANDS R-611
 SEA OAKS VILLAGE

Map: 0026 **Grid:** 0018 **Parcel:** 0274 **Neighborhood:** 12080.24 **Subdivision:** 0000 **Section:** **Block:** **Lot:** 3A **Assessment Year:** 2020 **Plat No:** 106008
Plat Ref: 248/ 74

Town: None

Primary Structure Built **Above Grade Living Area** **Finished Basement Area** **Property Land Area** **County Use**
 16.8800 AC

Stories **Basement** **Type** **Exterior** **Quality** **Full/Half Bath** **Garage** **Last Notice of Major Improvements**

Value Information

	Base Value	Value As of 01/01/2020	Phase-in Assessments	
			As of 07/01/2020	As of 07/01/2021
Land:	729,100	2,204,300		
Improvements	0	0		
Total:	729,100	2,204,300	1,712,567	1,712,567
Preferential Land:	0	0		

Transfer Information

Seller: SIX ELEVEN PROPERTIES LLC **Date:** 09/27/2017 **Price:** \$2,250,000
Type: ARMS LENGTH VACANT **Deed1:** /07082/ 00402 **Deed2:**

Seller: TAYLOR ROBERT J & OTHERS **Date:** 01/19/2017 **Price:** \$440,000
Type: NON-ARMS LENGTH OTHER **Deed1:** /06928/ 00161 **Deed2:**

Seller: PARKER EUGENE R JR & BRUCE A MOORE **Date:** 06/16/1986 **Price:** \$185,000
Type: ARMS LENGTH IMPROVED **Deed1:** WCL /01185/ 00284 **Deed2:**

Exemption Information

Partial Exempt Assessments:	Class	07/01/2020	07/01/2021
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

RESOLUTION NO. 17-19

**RESOLUTION CREATING THE MYTIC HARBOUR SANITARY SERVICE AREA
SEWER EDU ALLOCATION PROCESS**

WHEREAS, the Mytic Harbour Wastewater Treatment Plant (WWTp) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mytic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mytic Harbour WWTp which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mytic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved Worcester County Water and Sewerage Master Plan amendment regarding the Mytic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mytic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mytic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mytic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mytic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

- I. The allocation of Mytic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
 - A. The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
 - I. Single Family Dwellings and absence of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
 - II. *Minor Site Plans and other projects requiring administrative approval* - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocation prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

iii. **Master Site Plans** - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

iv. **Residential Planned Community (RPC)** - Consistent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.

B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny this allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.

C. If the project approvals expire, the project shall lose its allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.

D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of services up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapse, the EDU allocation shall be null and void and all prior deposits shall be forfeited.

B. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21863.

2. There shall be no transfer of sewer allocations permitted in the Myrtle Harbour Sanitary Service Area (MHBSSA) by property owners who have excess capacity allocated to their properties. In the event that excess sewer capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHBSSA two years after the issuance of the certificate of occupancy for the last building shall in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.

3. The current equity contribution in fiscal year 2018 (FY18) for each Myrtle Harbour Sanitary Service Area sewer EDU is \$7,700, with quarterly debt service payments of \$54 per EDU

thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

- 4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

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

PASSED AND ADOPTED this 19th day of September, 2017.

ATTEST:

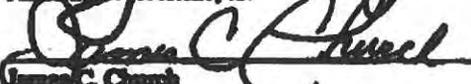

 Kelly Shannon for HLN
 Harold L. Higgins - Kelly Shannon
 Chief Administrative Officer; Assistant CAO

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND


 Madison J. Bunting, Jr., President


 Diane Burnell, Vice President


 Anthony W. Bertino, Jr.


 James C. Church


 Theodore J. Elder


 Merrill W. Lockow, Jr.


 Joseph M. Mitroic

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	148	0	0	148	3
Vacant or Multi-lot Properties in "Area 1"	80	80	0	0	80	
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	27	53	4, 5
Subtotal EDUs in "Area 1"	311	325	0	27	298	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	0	4	
Assateague Greens Executive Golf Course/Range 9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	0	20	
Castaways Campground	88	88	88		0	2
Frontier Town Campground	190	168	0	168	0	3
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	341	120	168	93	
TOTAL EDUs	646	666	120	199	353	
Note: See attached map for location of EDU allocations						
Footnotes:						
1 - Transferred 52 EDUs to Town of Ocean City on June 2, 2014 as part of the English Landing Spray Irrigation MOU.						
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.						
3 - Sold 168 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "Infill and Intensification of properties in Area 1" allocation as agreed by Commissioners on September 29, 2017.						
4 - Sold 14 EDUs to Park Place on May 16, 2017.						
5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 19 EDUs from the County on August 28, 2017.						

As of September 19, 2017

TECHNICAL REVIEW COMMITTEE

STAFF PERSON: Kristen M. Tremblay DATE OF MEETING: April 14, 2021

PROJECT: **Sea Oaks Village RPC – Phase 2 (Residential Planned Community (RPC) Site Plan Review)**

Concept plan approval (establishment of the RPC floating zone) of Phase 2 of Sea Oaks Village, consisting of 76 townhome units and ‘ball courts.’ Located at the west side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road. Tax Map 26, Parcel P/O 274, Tax District 10, C-1 Neighborhood Commercial and R-3 Multifamily Residential, Sea Oaks Village, LLC, owner; Carpenter Engineering, LLC, Engineer.

APPLICANT(S) IN ATTENDANCE: _____

TRC MEMBERS IN ATTENDANCE:

- _____ Tremblay, Zoning Administrator
- _____ White, DRP Specialist
- _____ Miller, Building Plans Reviewer III
- _____ Mitchell, Environmental Programs
- _____ Marsh, Environmental Programs
- _____ Bradford, Environmental Programs
- _____ Birch, Environmental Programs
- _____ Gerthoffer, Environmental Programs
- _____ Mathers, Environmental Programs
- _____ Owens, Fire Marshal
- _____ Adkins, County Roads
- _____ Berdan, County Roads
- _____ Wilson, State Highway Admin.
- _____ Conner, State Highway Admin.
- _____ Ross, W & WW, DPW
- _____ Clayville, Planning Commission Rep.

Under the terms of ZS 315, this application is considered to be a major residential planned community. This Step I of the proposed Concept Master Plan must be reviewed by the Technical Review Committee prior to submission to the Planning Commission. A subsequent review and approval after a public hearing must also be held by the County Commissioners at a later date. Step II shall follow a similar process before Step III may be conducted (consisting of an implementation plan and subdivision approval).



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE – Staff Report

April 14, 2021

Project: Sea Oaks Village Residential Planned Community (RPC Overlay Zone) Phase II – Request for concept plan approval for townhome units and associated ‘ball courts,’ in the ‘Seaside Architectural Style,’ on the west side of Stephen Decatur Highway (MD Route 611), north of Sinepuxent Road, Tax Map 26, Parcel 274, Tax District 10, R-3 Multi-family Residential District and C-1 Neighborhood Commercial District.

Background: *Phase I, Step II (Floating Zone Establishment), was approved by the Worcester County Commissioners on November 20, 2018. The Sea Oaks Village (Phase I) Subdivision was recorded with the Clerk of Courts on July 17, 2020. Additionally, a commercial major site plan approval for ‘contractor shops’ (12,000 square feet) and ‘retail’ (11,480 square feet) was approved by the Planning Commission on December 5, 2019. A building permit application has recently been received by the Department.*

Prepared by: Kristen M. Tremblay

Contact: ktremblay@co.worcester.md.us

General Procedure:

1. The Technical Review Committee (TRC) shall meet with the applicants and shall review the residential planned community (RPC) application, including the Step I concept plan and required written statement. The TRC shall, subsequent to the meeting and review, identify areas of concern and issues to be addressed by the Planning Commission. It shall report its findings and recommendations to the applicants and to the Planning Commission in writing in a report known as the "Technical Review Committee Report." The TRC may solicit other agency comments prior to making its report and may require additional information, studies or reports. The TRC shall review the submission and present its report within ninety (90) days after receipt of the applicant's submission of a complete application, unless extended by the Planning Commission.

2. The Planning Commission shall then meet with the applicant to review the submission and the TRC Report and may as a group visit the site of the proposed project. **The Planning Commission shall produce findings based on the items considered under Subsections (k)(2)A1(ix)a through (k)(2)A1(ix)g of the zoning ordinance.** The Planning Commission shall also produce a recommendation to the County Commissioners as to approval or disapproval of the RPC application, which may address the areas identified in the TRC Report and such other areas of concern and such requirements as the Planning Commission may deem necessary and appropriate to advise the County Commissioners. The Planning Commission shall submit its recommendation within ninety (90) days after receipt of the TRC Report, unless extended by the County Commissioners.
3. **The County Commissioners shall consider the application and recommendation and hold a public hearing within ninety (90) days of receipt of the Planning Commission's recommendation, unless extended by the County Commissioners.** The hearing shall have the same procedural formalities as a map amendment as described in section § ZS 1-113(c) of the zoning ordinance. Notice of such public hearing shall be as required in section § ZS 1-114.
4. The County Commissioners shall review the application, TRC Report and Planning Commission's recommendation and shall, following the public hearing, approve or disapprove the application and, if approved, establish the residential planned community floating zone. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six (6) months of the public hearing shall constitute a denial of the application. **In granting an approval, the County Commissioners may impose conditions which shall become a part of the approval regulating the RPC.** In addition, the County Commissioners may require independent reports of consultants, at the expense of the developer, prior to Step I concept plan approval.
5. Any RPC approved by the County Commissioners must be unconditionally accepted as approved, in writing, by the applicant requesting such use within ninety (90) days after approval by the County Commissioners. Failure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such RPC so approved shall be null and void and of no effect whatsoever. Any transfers of the property shall be subject to the approved plan. Step I concept plan approval by the County Commissioners shall be considered a reclassification and subject to appeal as such.
6. **Step I approval shall automatically expire and terminate unless the Step II approval is obtained within one (1) year from the date of Step I approval.** The County Commissioners may extend the Step I approval for a maximum of one (1) additional year, provided the one (1) year extension is requested not less than sixty (60) days prior to the expiration of the Step I approval and granted prior to expiration as well.
7. **Step II master plan approval.** Upon completion of Step I, an applicant shall develop and submit to the TRC and the Planning Commission a detailed plan which shall serve as a master plan for the entire project and which shall be in accordance with the Step I approval

*Any questions relative to the review process should be directed to Kristen M. Tremblay at ktremblay@co.worcester.md.us

Project Specific Comments: This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

§ZS1-209	C-1 Neighborhood Commercial District
§ZS1-207	R-3 Multi-Family Residential
§ZS1-305	Lot Requirements Generally
§ZS1-306	Access to Structures
§ZS1-315	Residential Planned Communities
§ZS1-326	Classification of Highways
§ZS1-327	Additional Setbacks from Drainage Ditches and Stormwater Management Facilities

Major Residential Planned Community Concept Master Plan Corrections Required:

1. Please note that the Site Plan Approval for the Phase I Commercial contractor shops and retail **will expire on December 5, 2021** if building permits have not yet been obtained. The Department may provide an extension of up to twelve (12) months, however the extension application must be made at least sixty (60) days prior to expiration. A Building Permit Application for the Commercial has been received and is in process.
2. Please provide a slightly more visible, distinct delineation between phases prior to Step II submission.
3. Please note that the Planning Commission will be reviewing the minimum lot area, setbacks, lot width, and road frontage requirements during Step II, if Step I is approved by the County Commissioners. Also, please indicate the maximum heights of all structures proposed at that time.
4. While the number of units is to be addressed more specifically during Step II of the RPC process, if it is going to be presented on the Step I concept master plan, please verify the number of townhome units proposed as provided as there appears to be a discrepancy between the number counted and the number indicated in the notes section.
5. **Common Use Open Space Calculations:**
 - a. A minimum of thirty percent (30%) of the total site acreage must be provided:
 - i. Parcel is 39.98 acres; 12 acres have been provided (equivalent to 30%)
 - b. A minimum of fifty percent (50%) of the required open space (6 acres) must be retained in its natural state and not used to satisfy the requirements for passive or active recreation. No more than fifty percent (50%) of this may be private wetlands.
 - i. Six (6) acres required; 3.76 acres upland provided and not used for passive or active recreation; remainder (17.923 acres) is wetlands (only 2.24 acres may be applied towards this standard). Requirement met.
 - c. A minimum of ten percent (10%) of the required open space must be for *active* recreation (1.2 acre required).
 - i. 1.56 acres of upland is provided for *active* recreation (12.8%). Exceeds ten percent (10%) minimum.

- d. A minimum of twenty percent (20%) of the required open space must be for *passive* recreation (2.4 acres required).
 - i. 2.4 acres of upland is provided for *passive* recreation. Requirement met.
- 6. Section ZS1-315(d)(2)(B)(5)(iv), requires that all open space and areas for active and passive recreation be dedicated, developed and perpetually protected. Please indicate the mechanism for its long-term protection.
- 7. Please provide a preliminary capacity and availability analysis of water and wastewater facilities for the proposal to be served by existing public utilities.
- 8. **Please provide a narrative of the previous Master Plan approval along with an update of construction completed to-date as well as an estimated timeframe for construction of both Phase I and Phase II.**
- 9. **A written narrative must be provided which addresses the following (Section §ZS1-315(k)(2)(A)(1)(ix) which may be placed on the site plan or as an attached letter:**
 - a. The RPC's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the zoning regulations and other established development policy guidelines, and with the Comprehensive Plan, zoning regulations, development policy guidelines and annexation policies of any municipality within one (1) mile of the proposed project's boundaries.
 - b. The general location of the site, a description of existing and anticipated land use in the immediate vicinity and the residential planned community's compatibility with those land uses.
 - c. The availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services.
 - d. The consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5) hereof.
 - e. The relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project.
 - f. The capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses.
 - g. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines.
- 10. **Phase I:**
 - a. Staff would also like to know what is proposed for the northeast portion of the first phase.

Other Items for Consideration:

If approval of Step I is granted by the County Commissioners, the following will need to be addressed prior to the submission of any Step II materials:

1. The master plan shall conform to the regulations as set forth in the zoning ordinance and include any details and specifications as may be required by the TRC and the Planning Commission. The master plan shall include, at a minimum, the following:
 - a. An accurate topographic and boundary line survey of the project site, including the survey location of the perimeter of all forested areas, existing significant trees, the one-hundred-year floodplain line, the Critical Area boundary line, where applicable, the tidal and nontidal wetland lines and their buffers, location of important habitat or sensitive areas, and source water and aquifer recharge areas and a location map showing its relationship to surrounding properties.
 - b. Proposed extent of forest clearing, wetland and buffer impacts, Critical Area buffer impacts or variances, and the proposed percentage of impervious area.
 - c. The use, type, size and location of proposed structures, particularly with regard to the provision of mixed uses and clustering.
 - d. The general size, arrangement and location of any lots and proposed building groups.
 - e. The pattern of existing and proposed access points, public and private roads, vehicular travelways, parking, pedestrian and bicycle paths, internal and external circulation and connectivity, particularly to surrounding residential, commercial and recreational development and uses, and the intended design and construction standards.
 - f. The general location, type and size of proposed landscaping.
 - g. The location of existing and proposed water and wastewater facilities, including how and when such facilities are to be provided.
 - h. Architectural drawings, elevations, sketches or models illustrating the general design, character and pedestrian-scale of the proposed structures and a written description of how they relate to the architectural style and landscape design in the existing County towns, villages, and surrounding development.
 - i. The general location of recreational and open space areas and areas reserved or dedicated for public uses, such as schools, community centers, libraries, fire stations and park sites, and any open space to be owned and maintained by a property owners' association. Areas proposed for active and passive recreation shall be shown, along with a description of the facilities and equipment to be provided in these areas.
 - j. The existing topography and drainage pattern and the proposed stormwater management system showing basic topographic changes.
 - k. Statistical data on the total size of the project area, density computations, proposed number of residential units by type, compliance with area limitations and requirements for uses, area in streets, area in parking and parking tabulation and any other similar data pertinent to a comprehensive evaluation of the proposed development.
 - l. A detailed time schedule for the implementation and construction of the development and, if appropriate, a plan for phasing the construction of the RPC, showing the general geographical coverage of future plats or plans, their approximate sequence of submission, each of which must meet pertinent requirements either on their own or in conjunction with prior phases.



Worcester County
 Department of Environmental Programs
 Environmental Programs Division

Memorandum

To: Technical Review Committee (TRC) for April 14, 2021 Meeting

From: Environmental Programs Staff

Subject: Minor Site Plan: Sea Oaks Village RPC – Phase 2; TM 26 P 274

Date: April 9, 2021

Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

1. Environmental Programs requires a \$60 fee for any Technical Review Committee projects submitted on public water & sewer. This fee will need to be submitted prior to Signature Approval being given on this project.
2. The proposed pool could require an EDU, depending on the treatment unit for the backwash.
3. The proposed construction will require the acquisition of Mystic sanitary sewer capacity. To do that, an application and deposit must be presented to Ms. Michelle Carmean, Enterprise Fund Controller, who will begin the processing for a Mystic Sewer allocation to be reviewed by the County Commissioners for approval.
4. We again note that natural gas main extensions & service conversions are currently completed in this area & gas is available.
5. The Plumbing Code is the 2018 International Plumbing Code (IPC) illustrated.
6. The Gas Code is the International Fuel Gas Code (IFGC), 2018 edition, for natural gas.
7. Plumbing permits, & potentially gas permits, will be required.
8. Please note the source of public water & sewer on the site plan. This would be the Mystic Harbour Sanitary Area.

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1308 SNOW HILL, MARYLAND 21863
 TEL: 410-632-1220 FAX: 410-632-2012

9. All additional water & sewer EDUs will need to be purchased & completely paid for prior to this office giving final approval & signature on the plat.

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1308 SNOW HILL, MARYLAND 21883
TEL: 410-632-1220 FAX: 410-632-2012

**WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
WATER & WASTEWATER DIVISION
INTEROFFICE MEMORANDUM**

TO: Kristen M. Tremblay, Zoning Administrator
Development Review and Permitting
FROM: John S. Ross, P.E., Deputy Director of Public Works
DATE: April 9, 2021
SUBJECT: TRC Meeting – April 14, 2021



Residential Planned Communities

Sea Oaks Village RPC – Phase 2 (Tax Map 26, Parcel P/O 274)
C-1 Neighborhood Commercial & R-3 Multifamily Residential, Tax District 10
Description: Concept plan approval (establishment of the RPC floating zone) of Phase 2 of Sea Oaks Village, consisting of 76 townhome units and 'ball courts.'

Location: West side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road.
Owner: Sea Oaks Village, LLC
841 E. Fort Avenue, Suite 152
Baltimore, MD 21230
Engineer: Carpenter Engineering, LLC
P.O. Box 3460
Ocean City, MD 21843

Comments:

1. Ensure adequate EDUs are assigned to the project
2. Reserve further comments for final utility design drawings

cc: John H. Tustin, P.E. Director



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

MEMORANDUM

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

TO: Kristen Tremblay, Zoning Administrator
FROM: Frank J. Adkins, Roads Superintendent (FA)
DATE: April 6, 2021
SUBJECT: TRC Meeting – April 14, 2021

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET
MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND
WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

.....
Section 1-315 Residential Planned Communities

A. Sea Oaks Village – Phase 2

1. All roads to be built to the "Approved Private Road" specifications per Resolution 20-2 as approved by the Worcester County Commissioners.
2. Any structures, drainage easements, drainage ponds, drainage pipes, or utilities inside or outside the right-of-way will not be the responsibility of Worcester County DPW – Roads Division.
3. A road construction bond will need to be posted and in place prior to construction. All road stabilization must meet 95% compaction and require 24 hour notice before paving begins.
4. A geo-tech must be on-site during all phases of road construction. Copies of all written reports from the geo-tech must be submitted to Worcester County DPW – Roads Division on a daily basis and prior to any approvals.
5. A pre-construction meeting is required before construction begins.

cc: John H. Tustin, P.E.

FJA:ll\wcfile2\users\llawrence\TRC\2021\4.14.21



GOVERNMENT CENTER
 ONE WEST MARKET STREET, ROOM 1003
 SNOW HILL, MARYLAND 21863-1194
 TEL. 410-632-5666
 FAX: 410-632-5664

TECHNICAL REVIEW COMMITTEE COMMENTS

PROJECT: Sea Oaks Village - Phase II
LOCATION: Tax Map 26; Parcel 274
CONTACT: Sea Oaks Village, LLC
MEETING DATE: April 14, 2021

TRC #: 2021124

COMMENTS BY: Matthew Owens
Chief Deputy Fire Marshal

As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

Scope of Project

The proposed phase II of Sea Oaks consisting of 76 townhouse lots and "ball courts".

General Comments

1. A water supply for fire protection shall be identified indicating the following:
 - a. Water Source
 - b. Engineering study for reliability of water source
 - c. Size (in gallons) of water source
 - d. Replenishment of water supply
 - e. Diameter of in ground pipe
 - f. Number of hydrants
 - g. Location of hydrants
 - h. Roadway width and surface types
 - i. Distance from hydrant to roadway
2. If public water source, approved plans by the public works department.
3. Water source plans must be approved prior to recording of plat.

4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.
5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.
6. All underground water mains and hydrants **shall be installed, completed, and in service** prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.
7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.
8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Specific Comments

1. **A fire hydrant shall be located within 100 feet of fire department connection for sprinkler system.**
2. Multifamily units shall be protected by an automatic sprinkler system. Plans shall be submitted and approved by this office prior to the installation of such system.
3. Provide the appropriate code compliant fire rated separation between units.
4. Complete set of building plans shall be submitted and approved prior to start of construction.
5. No further comments at this time.



Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

March 26, 2021

Ms. Kristen Tremblay, Zoning Administrator
Department of Developing, Review, and Planning
Worcester County Government Center
One West Market Street, Room 1201
Snow Hill MD 21863

Dear Ms. Tremblay:

Thank you for the opportunity to review the concept plan for the proposed Sea Oaks development, located on the west side of MD 611, north of Sinepuxent Road, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the plans, and we are pleased to respond.

This site plan proposes the construction of 76 townhome units and associated 'ball courts.' This project is currently undergoing the Commercial Access Permit Review process, in which the District Office is still awaiting the second plan review submission. After having been in contact with Carpenter Engineering LLC., the design engineering group drafting this project, the attached access and pavement marking revisions were agreed upon, which are required to be reflected in the revised plan review submission to the District Office. No work can be initiated in the State right of way until a Commercial Access Permit has been issued through this Office.

If you have any questions or require additional information please contact Mr. Daniel Wilson, Access Management Regional Engineer, at 410-677-4048, by using our toll-free number (in Maryland only) at 1-800-825-4742 (x4048), or via email at dwilson12@mdot.maryland.gov. He will be happy to assist you.

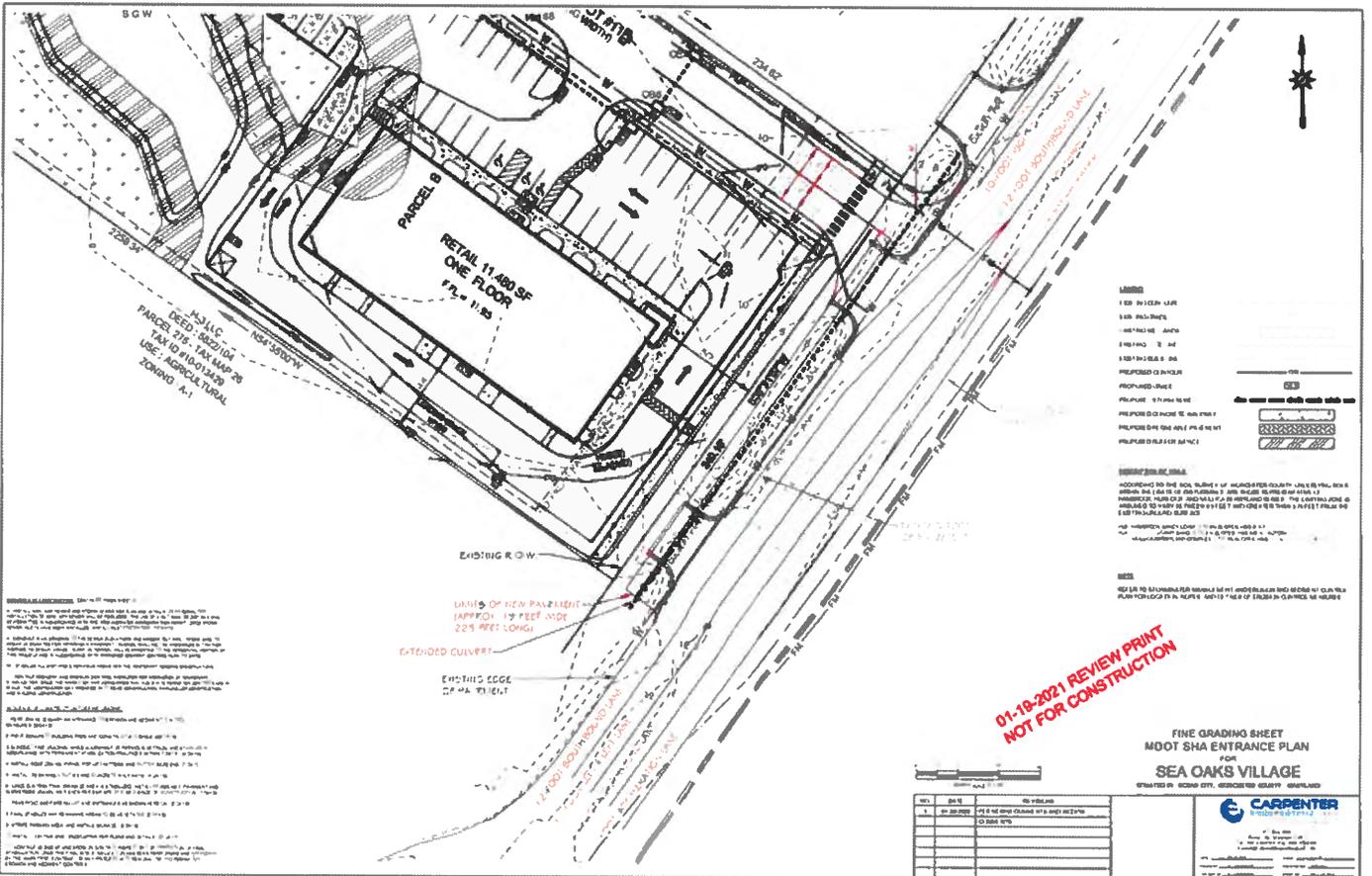
Sincerely,

Daniel Wilson / for

James W. Meredith
District Engineer

Attachment

cc: Mr. Dallas Baker, Assistant District Engineer, D-I Project Development, MDOT SHA
Mr. Jeff Fritts, D-I Access Management Inspector, MDOT SHA
Mr. Rodney Hubble, Resident Maintenance Engineer, Snow Hill Shop, MDOT SHA
Mr. Tony Turner, Asst. Resident Maintenance Engineer, Snow Hill Shop, MDOT SHA
Mr. Daniel Wilson, D-I Access Management Regional Engineer, MDOT SHA





Worcester County

Department of Environmental Programs
Natural Resources Division

Memorandum

To: Technical Review Committee

From: David Mathers, Natural Resources Planner *(DM)*

Subject: Forest Conservation & Stormwater Management Review

Date: March 24, 2021

Date of Meeting: April 14, 2021

Project: Sea Oaks Village RPC – Phase 2

Location: Stephen Decatur Highway; Tax Map: 26; Parcel: 274

Owner/Developer: Sea Oaks Village, LLC

Engineer: Carpenter Engineering, LLC

This project is exempt from the Worcester County Forest Conservation Law per NR 1-403(b)(15). The area of forested non-tidal wetland, including any regulated buffer, is greater than or equal to the area of reforestation and afforestation required. The Forestry Calculation sheet and summary of approved non-tidal wetland impacts must be included on all plans and plats to ensure that all stages of the project support this exemption. Furthermore, a voluntary easement is recommended for all remaining forested non-tidal wetlands. If changes are made, and reforestation/afforestation requirements are greater than the area of remaining forested non-tidal wetlands, compliance with the Forest Conservation Law will be required.

This project is subject to the Worcester County Stormwater Ordinance. The project has obtained Stormwater Concept Plan approval. Site Development Plan approval must be received prior to this project being reviewed by the Planning Commission. All projects with a limits of disturbance (LOD) over one acre shall be required to file for a General Permit/Notice of Intent (NOI) for construction activity through Maryland Department of Environment. This is mandated through the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.

Citizens and Government Working Together

WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21883
TEL: 410-632-1220 FAX: 410-632-2012



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

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

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

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

MEMORANDUM

DATE: March 11, 2020
TO: Applicant
FROM: Jenelle Gerthoffer, Natural Resources Administrator 
SUBJECT: Stormwater/Sediment Erosion Control Plan/Permit

.....
Please note, if a Stormwater plan is approved by this office and does not include phasing, the corresponding permit can only receive Stormwater Final approval once all improvements are completed and the entire site is stabilized. This includes properties which have multiple Building or Zoning permits associated with the Stormwater plans. If a Stormwater Bond is required per the permit, the bond will only be released once a Stormwater Final approval takes place.

Additionally, if pervious pavement (i.e. asphalt, concrete) is proposed as a Stormwater Best Management Practice (BMP), an engineer will be required to ensure that this BMP is installed per the approved plan and the correct sequence is detailed on approved plans. Furthermore, all site disturbance must be stabilized prior to beginning the BMP installation process to avoid any contamination or performance issues. If components of the BMP become contaminated, excavation may be required. A detail/schematic must be site specific and reflect how associated sub drains are connected to piping and also illustrate all material being used in subgrade when using this BMP.

If you have any questions, please feel free to contact the Natural Resources Administrator, Jenelle Gerthoffer, at (410) 632-1220, ext. 1147.



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

LAND PRESERVATION PROGRAM
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE COMMISSION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS/FORESTRY
COMMUNITY HYGIENE

MEMORANDUM

DATE: March 24, 2021
TO: Worcester County Technical Review Committee
FROM: Joy S. Birch, Natural Resources Specialist III JTB
RE: April 14, 2021 - Technical Review Committee Meeting

Sea Oaks – Request for Concept Plan Approval for Establishment of the RPC Floating Zone of Phase II of Sea Oaks Village, consisting of 76 townhome units and ball courts, West side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, Tax Map 26, Parcel 27, Lot 3A, Tax District 10, R-3 Multi-Family Residential and C-1 Neighborhood Commercial Districts, Sea Oaks Village, LLC, owner/ R.D. Hand & Associates, Inc., land planner / Carpenter Engineer, LLC, engineer.

Critical Area: According to the plan provided dated October 16, 2018 the property and project boundaries are not located within the Atlantic Coastal Bays Critical Area (ACBCA) program; therefore, we have no comments.

Storm Water Management & Erosion and Sediment Control:

Storm Water Management & Erosion and Sediment Control:

Final Storm water Approval has been obtained.

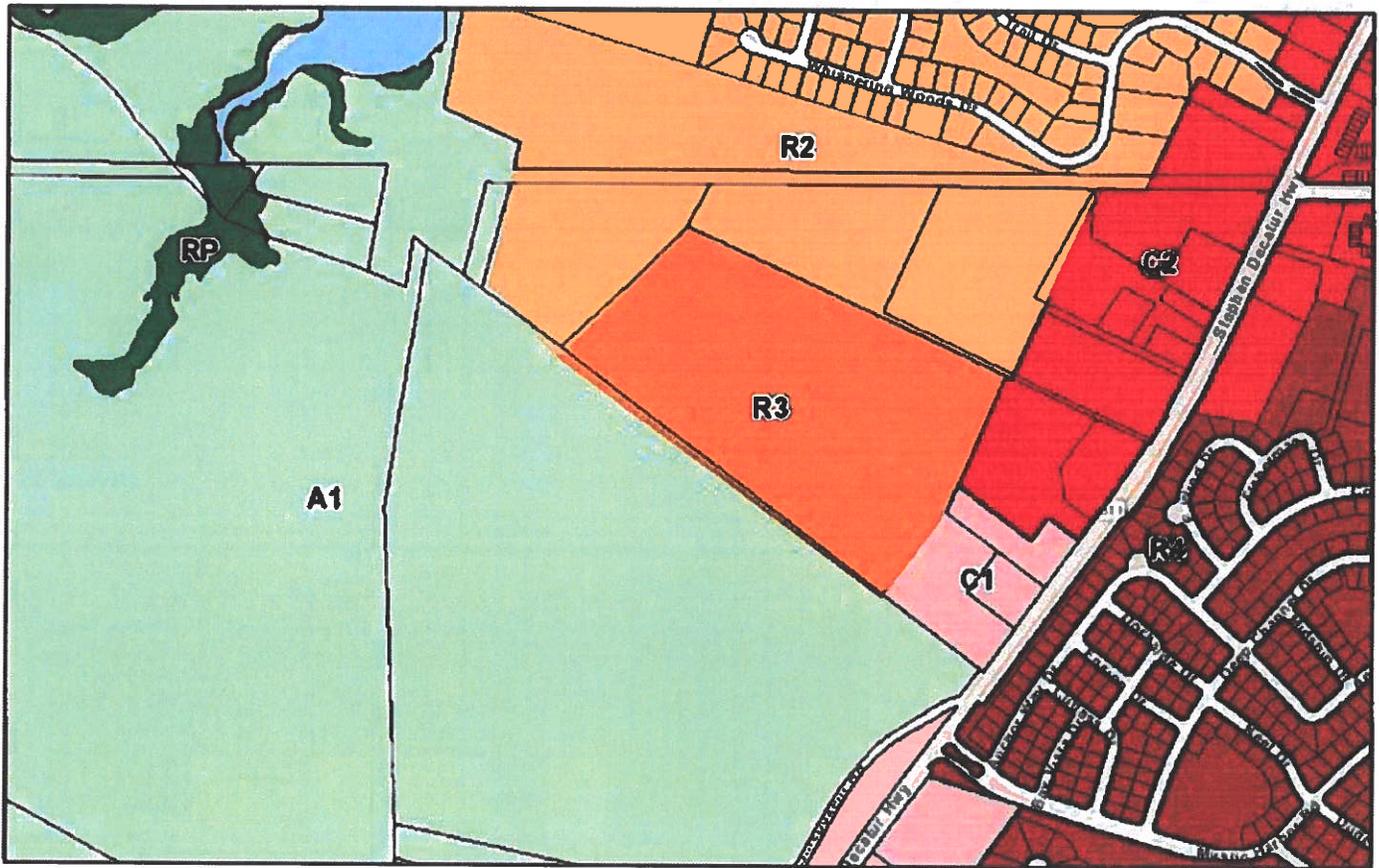
General Provisions:

- All Erosion and Sediment controls should comply with the 2011 Maryland Standards and Specifications for Erosion and Sediment Control.
- All Storm water Management practices shall be designed to meet the requirements of the 2007 Maryland Storm water Management Act.
- All projects over one (1) acre shall be required to file for a General Permit / Notice of Intent (NOI) for construction activity through Maryland Department of

Environment. This is mandated through the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.

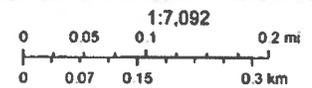
**cc: File;
R. D. Hand & Associates, Inc.;
Jenelle Gerthoffer, NR Administrator;
David Bradford, NR Deputy Director.**

Sea Oaks Village RPC



October 17, 2018

- | | | | |
|-------------------|--------------------------|---------------------------|-------------------------------|
| Property Lines | A2 - Agricultural | E1 - Estate | R3 - Multi-family Residential |
| Zoning | CA - Commercial Airport | R1 - Rural Residential | R4 - General Residential |
| A1 - Agricultural | RP - Resource Protection | R2 - Suburban Residential | I1 - Light Industrial |



The most current PFA data, received from the MD Dept. of Planning via email 6/2013. U.S. Department of Agriculture, Natural Resources. Sources
 Web AppBuilder for ArcGIS
 This map is intended for planning purposes only and not for regulatory application



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

August 4, 2020

R.D. Hand & Associates, Inc.
12302 Collins Road
Bishopville, MD 21813

Re: Sea Oaks Village Commercial - Proposed construction of a 12,000 square foot building for contractor shops and an 11,480 square foot retail building, Westerly side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, Tax Map 26, Parcel 274, Lot 3A, Tax District 10, R-3 Multi-Family Residential District and C-1 Neighborhood Commercial district (RPC Overlay Zone)

Dear Mr. Hand:

This is to confirm that the Worcester County Planning Commission, during its regular business meeting held on Thursday, December 5, 2019, reviewed the site plan for the above referenced project. Based upon its review, the Planning Commission granted site plan approval subject to addressing various comments. The Department reviewed a revised site plan and on behalf of the board, approves the site plan as revised.

This site plan approval shall expire twenty-four (24) months after the date of such approval, on December 5, 2021, unless building permits have been obtained for the construction in accordance herewith. The Department may grant a maximum of three extensions for up to twelve (12) months each based upon the criteria found in §ZS 1-325(g)(5). The extension application must be made at least sixty (60) days prior to the expiration of the site plan approval. The monitoring of the site plan approval period and the request for extensions is the sole responsibility of the property owner/developer, not the Department.

A copy of the approved site plan is enclosed for your records. The approval of this site plan does not constitute a building permit and does not authorize any construction or use of land as shown on the site plan. Once a building/use of land permit is obtained, Planning Commission approval shall authorize construction only in accordance with the approved site plan. Deviation from the approved site plan or

failure to abide by any above-referenced restrictions or conditions shall be considered a violation of the Zoning Code and may result in the issuance of civil infraction.

Upon satisfactory completion of the installation of all required improvements shown on the approved site plan, the developer shall submit to the Department two (2) copies of the completed as-built site plan. Such shall be submitted at least one (1) week prior to the anticipated occupancy of any building for the review and approval by the Department for conformity with the approved site plan and the ordinances and regulations of the County agencies and for verification that the as-built plan accurately represents actual improvements on the site. No building shall be occupied until all requirements and conditions of the site plan approval have been complied with or completion thereof bonded to the County Commissioners in accordance with bonding procedures as may be adopted from time to time by the County Commissioners or otherwise approved for occupancy by the County Planning Commission. Upon satisfactory completion of the required improvements and the submission of an as-built site plan, the Department shall furnish a certificate of approval to the developer covering all required improvements on the site.

Please do not hesitate to contact me with any questions you may have concerning this matter.

Sincerely,



Jennifer K. Keener, AICP
Deputy Director

Enclosure

cc: Steve Murphy, owner
Carpenter Engineering, Inc.
Fisher Architecture, LLC
Hugh Cropper, IV, Esquire
file

SEA OAKS VILLAGE

RESIDENTIAL PLANNED COMMUNITY

SITE DATA

PARCEL DESCRIPTION
 40 PARCELS, 374, 188 MAP 20
 200 THE ELECTION HILLWAY
 WEST OCEAN CITY BEACHLAND

PROPERTY OWNERS
 SEA OAKS VILLAGE, LLC
 200 S. 100TH AVENUE, SUITE 110
 OCEAN CITY, MD 21828

EXISTING ZONING
 4 42.5 ACRES 4-1 RECREATION DEVELOPMENT (R-10) P1
 1 20.25 ACRES 4-2 RURAL PROPERTY PRESERVATION
 1 19.25 ACRES 10-1 R SP

SITE AREA
 4 29.33 ACRES HIGH TIDE WETLANDS
 2 10.25 ACRES LOW TIDE WETLANDS
 2 37.50 ACRES TOTAL SITE

EXISTING/PROPOSED USE
 RESIDENTIAL PLANNED COMMUNITY
 APPROVED PHASE I
 10 COMMERCIAL
 10 COMMERCIAL/RESIDENTIAL
 1 11 400 SF RETAIL
 1 12 200 SF CONTRACTORS SHOP
 10 COMMERCIAL
 600 COURT

RESIDENTIAL DENSITY R-10 AREA ONLY

220 UNITS 60 TO 70 HOUSING UNITS PER ACRE

AREA RESERVATIONS-RESIDENTIAL 4-1/2/20-75 ACRES
 1 1.50 ACRES PUBLIC USE
 1 1.50 ACRES PUBLIC USE

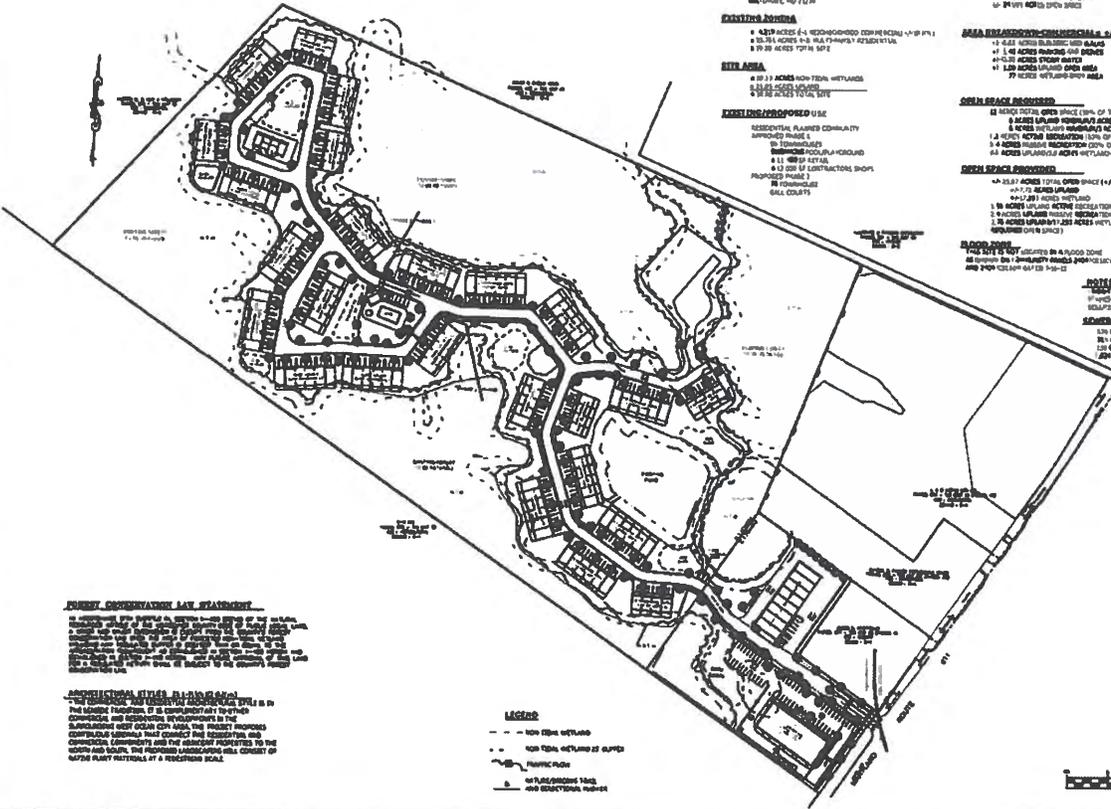
AREA RESERVATIONS-COMMERCIAL 4-1/2/20-75 ACRES
 1 1.50 ACRES PUBLIC USE
 1 1.50 ACRES PUBLIC USE

OPEN SPACE REQUIRED
 1 1.50 ACRES TOTAL OPEN SPACE (10% OF TOTAL SITE)
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OPEN SPACE PROVIDED
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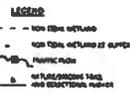
FLOOD ZONE
 THE SITE IS NOT LOCATED IN A FLOOD ZONE
 AS SHOWN ON 1:50,000 SCALE FLOOD ZONING
 AND MAP 2000-10-10-10-10-10

NOTES
 1. ALL UTILITIES ARE LOCATED BY GROUND SURVEY AND FIELD RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES.
 2. ALL UTILITIES SHALL BE DELETED BY THE CONTRACTOR AT HIS OWN RISK AND EXPENSE.
 3. ALL UTILITIES SHALL BE DELETED BY THE CONTRACTOR AT HIS OWN RISK AND EXPENSE.
 4. ALL UTILITIES SHALL BE DELETED BY THE CONTRACTOR AT HIS OWN RISK AND EXPENSE.
 5. ALL UTILITIES SHALL BE DELETED BY THE CONTRACTOR AT HIS OWN RISK AND EXPENSE.



FURBER CONSERVATION LAW STATEMENT
 THE PROJECT IS LOCATED ON LAND THAT IS SUBJECT TO THE CONSERVATION LAW OF THE STATE OF MARYLAND. THE PROJECTOR HAS BEEN ADVISED THAT THE PROJECT MAY BE SUBJECT TO THE CONSERVATION LAW OF THE STATE OF MARYLAND. THE PROJECTOR HAS BEEN ADVISED THAT THE PROJECT MAY BE SUBJECT TO THE CONSERVATION LAW OF THE STATE OF MARYLAND.

ARCHITECTURAL STYLES (1-1-2010)
 THE ARCHITECTURAL STYLES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE ARCHITECTURAL STYLES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT. THE ARCHITECTURAL STYLES FOR THIS PROJECT ARE TO BE DETERMINED BY THE ARCHITECT.



PHASE 2-STEP 1 CONCEPT MASTER PLAN
SEA OAKS VILLAGE
WORCESTER COUNTY, MARYLAND
RD. HAND AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE, SITE PLANNING AND TRANSPORTATION
10000 UNIVERSITY PARKWAY, SUITE 200, OCEAN CITY, MD 21828
410-326-4000
SHEET
M-1

SEA OAKS VILLAGE

RESIDENTIAL PLANNED COMMUNITY

SITE DATA

PARCEL DESCRIPTION
 MD PARCEL 174, 14, MAP 28
 100.747 ACRES OF TAXES
 WEST COAST CITY MAPLAND

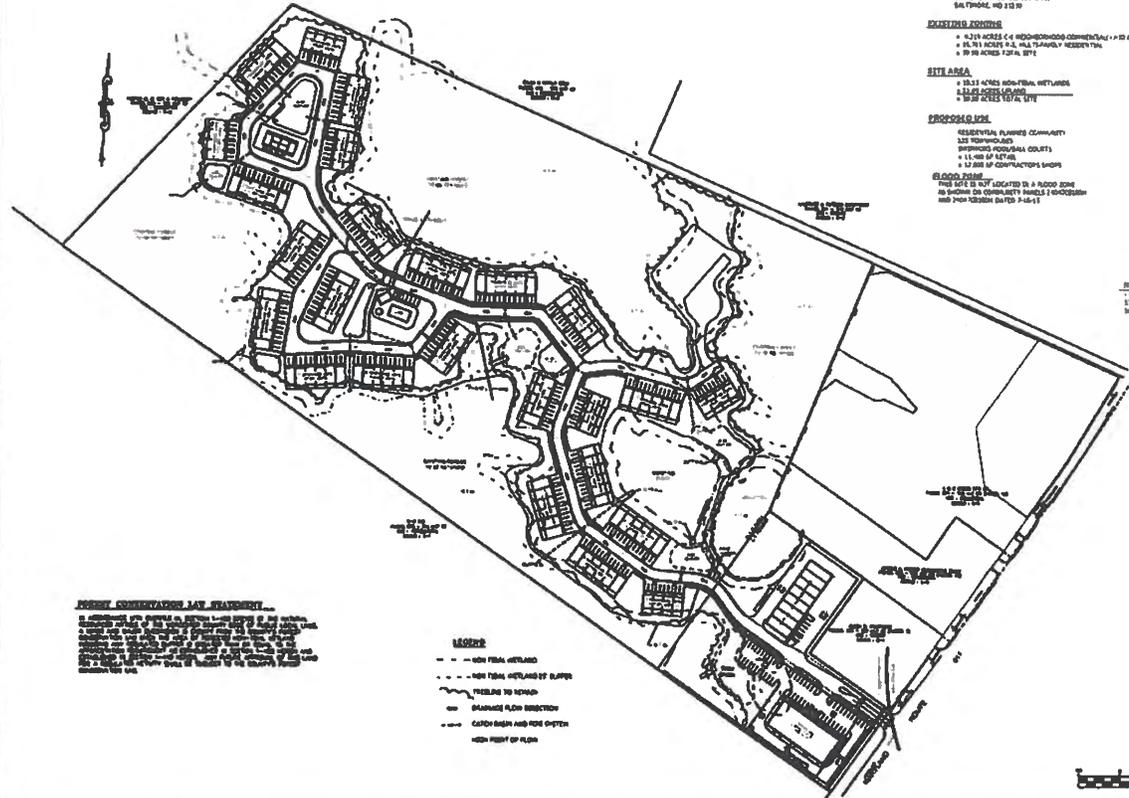
PROPERTY OWNERS
 SEA OAKS VILLAGE, LLC
 941 E. 100th AVENUE, SUITE 110
 SALEM, MD 21158

EXISTING ZONING
 * 4.211 ACRES C-1 (RECREATION/COMMERCIAL) (P-10 A-1)
 * 56.763 ACRES R-1 (SINGLE-FAMILY RESIDENTIAL)
 * 39.78 ACRES F-2 (FARM, 20Y)

SITE AREA
 * 18.31 ACRES NON-TIDAL WETLANDS
 * 12.21 ACRES UPLANDS
 * 50.28 ACRES TOTAL SITE

PROPOSED USE
 RESIDENTIAL PLANNED COMMUNITY
 128 HOMES/LOTS
 2000 SQ. FT. HOUSING UNITS
 * 17,000 SQ. FT. CONSTRUCTION SHOPS

BOUNDARY
 THIS SITE IS NOT LOCATED IN A FLOOD ZONE
 AS SHOWN ON COMPLETION MAPS 1 AND 2
 WITH THESE BOUNDARIES 1-10-11



WETLAND CONSERVATION LAW STATUTE...
 IS APPLICABLE TO ANY PROJECT...
 A PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS...
 IS REQUIRED FOR ANY PROJECT...
 THAT INVOLVES...
 DISRUPTION OF...
 WETLANDS...
 OR...
 FILLING...
 OF...
 WETLANDS...
 OR...
 DISRUPTION...
 OF...
 WETLANDS...
 OR...
 FILLING...
 OF...
 WETLANDS...

- LEGEND**
- NON TIDAL WETLAND
 - NON TIDAL WETLAND BY BUFFER
 - FLOODING TO WETLAND
 - SHADY AREA FLOOD PROTECTION
 - CATCH BASIN AND FLOW CONTROL
 - HIGH POINT OF FLOOD

NOTES
 * WETLAND WETLANDS DELINEATED BY BOB CATTON IN 2008 AND
 BY WETLAND AND A REVISION BY COUNTRY COMPLIANCE
 SOLUTIONS, LLC IN 2011



PHASE 2-STEP 1 CONCEPT DRAINAGE PLAN
SEA OAKS VILLAGE
WORCESTER COUNTY, MARYLAND

R.D. HAND AND ASSOCIATES, INC.
 LANDSCAPE ARCHITECTURE, SITE PLANNING AND PLANNING
 10000 WOODBURN ROAD, WOODBURN, MD 21786-4400

SHEET
D-1



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

RECEIVED
JUN 28 2021
By

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker*
DATE: June 28, 2021
SUBJECT: River Run Pump Station Number 1 – Valve Vault

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

.....
Currently, the developer of the River Run Subdivision is completing upgrades to Pump Station Number 1 needed for the next phase of development. It is expected that this work will continue for the next few months. The work includes upgrading the electrical service, installing new pumps and pump controls as well as installing a larger force main between the station and the River Run Treatment Plant.

While this work is being completed for the developer, we are proposing that we consider completing other station improvements. These improvements would include replacing the piping and valves in the pump station valve vault. These components are over 25 years old and were constructed using PVC piping. We would propose using ductile iron piping with new valves that we use in all of the most recently constructed stations.

The estimated cost for this work is broken down as follows:

- Materials - \$9,500
- Installation – \$12,500
- Bypass Pumping - \$1,000

Total Estimated Cost - \$23,000

Although this expense was not included in the 2021 or 2022 budget for the River Run Service Area, the service area has adequate funds in their reserve account to cover this expense.

We are available to discuss this at your convenience and if you have any questions, do not hesitate to contact me.

cc: John S. Ross, P.E. Deputy Director



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

RECEIVED
JUN 28 2021
By

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker Jr., P.E. Deputy Director *Dallas Baker Jr*
DATE: June 28, 2021
SUBJECT: West Ocean City Pump Stations 2, 3, 4 and 5

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

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TEL: 410-632-5675
FAX: 410-632-1753

WATER AND
WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

.....
When the final design of the improvements to the West Ocean City Pump Station was completed, we were unable to establish the required height of the pump station communication antennas. Therefore, the antennas were eliminated from the bidding and it was decided that they would be added at a future time. Recently, water and wastewater personnel completed the required radio testing and determined that the antennas at the pump stations would need to be 40-feet in the air to establish reliable communication.

Because of the required height, we are recommending that two (2) of the antennas in residential areas be monopole type, tapered steel poles to minimize their visual prominence. The other antennas can use less expensive wooden poles supporting the antennas attached to the top of the poles because they are not in residential areas.

Attached is Change Order Number 1 to the contract for these stations in the amount of \$29,500 to cover this expense and the change order also extends the contract time to August 8, 2021 to allow for delivery and installation. We have also included a letter from the project engineers concurring with this action.

We are requesting approval of Change Order Number 1 in the amount of \$29,500 and extending the project time to accommodate this work. Funds for this work are available in the service area reserves.

We are available to discuss this at your convenience and if you have any questions, do not hesitate to contact me.

Attachments

cc: John S. Ross, P.E. Deputy Director

ITEM 15

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Worcester County – Pump Stations 2 Thru 5 Electrical Upgrades	Owner: County Commissioners of Worcester County, Maryland	Owner's Contract No.:
Contract:	Date of Contract: February 18, 2021	
Contractor: Lywood Electric Incorporated	Engineer's Project No.: 1060942	

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

- **Description:** Provide and install (2) 55' wooden poles to support the Scada antennas at Pump Stations 3 and 4.
- Provide and install (2) 40' tapered steel poles to support the Scada antennas at Pump Stations 2 and 5. Pole
- Provide and install (1) light fixture and (1) switch on each pole. Light fixture cut sheet attached.
- Provide and install conduit and wire for the light fixtures and controls.
- Provide locate services.
- Provide pole truck.

Attachments (list documents supporting change):

Engineer's recommendation letter
Contractor's Request

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ <u>350,726.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>6/20/2021</u> Ready for final payment (days or date): <u>7/20/2021</u>
Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0</u>	Increase from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial completion (days): <u> N/A </u> Ready for final payment (days): <u> N/A </u>
Contract Price prior to this Change Order: <u>\$29,500.00</u>	Contract Times prior to this Change Order: Substantial completion: <u> 90 </u> Ready for final payment: <u> 30 </u>
Increase of this Change Order: <u>\$ 350,726.00</u>	Increase of this Change Order: Substantial completion: <u> 80 </u> Ready for final payment: <u> 0 </u>
Contract Price incorporating this Change Order: <u>\$380,226.00</u>	Contract Times with all approved Change Orders: Substantial completion: <u> August 8, 2021 </u> Ready for final payment: <u> September 8, 2021 </u>

RECOMMENDED: By: _____ Engineer (Authorized Signature)	ACCEPTED <i>Duffler</i> By: _____ Owner (Authorized Signature)	ACCEPTED: By: <i>ACT</i> Contractor (Authorized Signature)
Date: _____	Date: <u>6-25-21</u>	Date: <u>6-25-21</u>



11200 Racetrack Road, Unit A101
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

June 25, 2021

Mr. John Ross, P.E.
Deputy Director of Public Works
Worcester County Water and Wastewater Division
1000 Shore Lane
Ocean Pines, MD 21811

**Subject: Worcester County Pump Stations 2 through 5 Electrical Upgrades
Change Order No. 1 Review and Recommendation**

Dear Mr. Ross:

The contractor for the Pump Stations 2 Through 5 Electrical Upgrades, Lywood Electric Incorporated (Lywood) recently submitted a Change Order Request (COR) No. 1 for the addition of 80 calendar contract days and \$29,500 for effort associated with the inclusion of an antenna pole and pole foundation at each of the West Ocean City Pump Stations, 2, 3, 4 and 5. EA Engineering, Science, and Technology, Inc., PBC (EA) reviewed each request, and a summary is detailed below.

As the County is aware, pump stations 2, 3, 4 and 5 in West Ocean City, does not currently have antenna poles and antennas for communicating to County's SCADA network. Recognizing the need of the antenna poles and ongoing construction upgrades of these pump stations, the County completed a radio survey for signal and desired height to transmit. It was determined that a minimum of 40-feet above ground surface was needed for SCADA communication. The County requested Lywood provide a cost to procure, deliver and install a minimum of a 40-foot antenna pole at each pump station. Lywood's presented change order (attached) includes the following.

- Provide and install (2) 55' wooden poles to support the SCADA antennas at Pump Stations 3 and 4.
- Provide and install (2) 40' tapered steel poles to support the SCADA antennas at Pump Stations 2 and 5.
- Provide and install (1) light fixture and (1) switch on each pole. Light fixture cut sheet attached.
- Provide and install conduit and wire for the light fixtures and controls.
- Provide locate services and pole truck.

Based on the County's preference as a cost savings approach, wooden poles were requested for Pump Stations 3 and 4. The wooden poles extend below grade approximately 9-feet for an effective height of 46-feet above grade. Additionally, per the County's request, each pole will have a light fixture mounted at the top of each antenna pole.



EA recognizes the delivery time of the poles is anticipated to be between 6 and 10 weeks. The requested addition of 80 calendar days reflects the delivery time followed by installation. Following the review of the above change order request, EA recommends the approval of the total cost for COR No. 1 of \$29,500 and contract extension of 80 calendar days. This amount is within the approved budget contingency funds.

Respectfully yours,
EA Engineering, Science, and Technology, Inc., PBC

A handwritten signature in black ink, appearing to read 'D. Kolar', is positioned below the typed name. The signature is fluid and cursive.

Darl Kolar, BCEE, P.E.
Project Manager

CC: Dallas Baker, P.E., Worcester County Director of Public Works



301 Bloomingdale Ave
 Federalsburg, MD 21632
 410-754-8631

Electrical Proposal

June 22, 2021

Re: Worcester Pump Stations Scada Poles
 Lywood Job #B720

Scope of Work:

- Provide and install (2) 55' wooden poles to support the Scada antennas at Pump Stations 3 and 4.
- Provide and install (2) 40' tapered steel poles to support the Scada antennas at Pump Stations 2 and 5. Pole cut sheet attached.
- Provide and install (1) light fixture and (1) switch on each pole. Light fixture cut sheet attached.
- Provide and install conduit and wire for the light fixtures and controls.
- Provide locate services.
- Provide pole truck.
- There is an allowance of \$1500 for each concrete pole base for the steel poles.

Our price for the Scada Poles project is:

\$29,500.00 (Twenty-Nine Thousand Five Hundred Dollars)

Clarifications/Exceptions:

- Sales Tax is included.
- Wage rates are not included.
- No overtime or off-hours time has been included.

THIS PROPOSAL ALSO INCLUDES A REQUEST FOR A TIME EXTENSION OF 80 (EIGHTY) DAYS TO THE CONTRACT IN ORDER TO ACCOUNT FOR APPROVAL, PROCUREMENT, DELIVERY, AND INSTALLATION.

Please contact me if you have any questions regarding this proposal.

Thank you,



Sean Toman | Project Manager

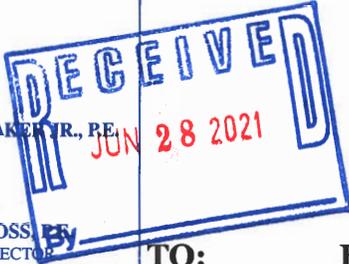
Lywood | • Electrical • Automation • Utilities

102 Frank M. Adams Industrial Way | Federalsburg, MD 21632

410.754.8631 m 410.200.5018 e-mail stoman@lywoodelectric.com



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



DALLAS BAKER, JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: June 21, 2021
SUBJECT: Carey Road – Speed Study

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

The Department conducted a speed study on two portions of Carey Road. The first study was at St. Martins Road to the railroad tracks from May 13, 2021 thru May 20, 2021 and the second study was at Route 113 to the railroad tracks from May 25, 2021 thru June 1, 2021 at the request of Susan Bunting-Rencher, an area resident, to address safety concerns relating to speeding vehicles and a request to reduce the speed limit on two sections on Carey Road. A copy of the study is attached.

The results of the studies are as follows:

From St. Martins Road – RR Tracks

Number of Vehicles: 2541
Average Speed: 50 mph
85th Percentile: 57 mph
Vehicles 51 mph > greater: 1265 / 49.8%
Vehicles > 1 mph to 50 mph: 1276 / 50.2%

From Rt. 113 – RR Tracks

Number of Vehicles: 2745
Average Speed: 36 mph
85th Percentile: 41 mph
Vehicles 51 mph > greater: 11 / 0.4%
Vehicles > 1 mph to 50 mph: 2734 / 99.5%

Currently Carey Road is posted at 50 mph. Due to the geographical location, the width of the road, the positive sight distance, and number of houses, it is recommended to maintain a 50 mph speed limit approximately 0.10 miles west of the railroad tracks to St. Martins Road. However, a 35 mph speed limit is recommended from Route 113 to 0.10 miles west of the railroad tracks with a 25 mph safe speed placard attached under the current curve signs prior to the railroad. Also, it is recommended that enforcement may be necessary for infractions of the existing posted 50 mph signs.

Should you have any questions regarding this study I will be happy to discuss them with you.

Attachments

cc: Frank Adkins

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West																			
Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	999	Total	85th Percent	95th Percent	
05/25/21	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
05:00	0	0	0	0	4	9	8	0	0	0	0	0	0	0	0	21	43	44	
06:00	0	0	2	3	13	12	3	0	0	0	0	0	0	0	0	33	39	42	
07:00	0	0	0	3	8	9	3	0	0	0	0	0	0	0	0	23	39	43	
08:00	0	0	0	3	16	7	1	2	0	0	0	0	0	0	0	29	39	46	
09:00	0	0	4	4	5	14	8	0	0	0	0	0	0	0	0	35	41	43	
10:00	0	0	1	1	5	9	6	0	0	0	0	0	0	0	0	22	42	44	
11:00	0	0	0	0	7	10	6	1	0	0	0	0	0	0	0	24	42	44	
12 PM	0	0	0	2	8	8	12	1	0	0	0	0	0	0	0	31	43	44	
13:00	0	0	0	3	15	11	7	3	0	0	0	0	0	0	0	39	42	46	
14:00	2	2	1	4	9	13	10	3	0	0	0	0	0	0	0	44	43	46	
15:00	0	0	0	0	10	8	7	2	0	0	0	0	0	0	0	27	43	46	
16:00	0	0	0	1	5	8	4	1	0	0	0	0	0	0	0	19	42	45	
17:00	0	0	2	2	7	5	2	0	0	0	0	0	0	0	0	18	39	42	
18:00	0	1	0	2	6	5	3	0	0	0	0	0	0	0	0	17	40	43	
19:00	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	39	39	
20:00	0	0	0	3	1	0	0	0	0	0	0	0	0	0	0	4	32	33	
21:00	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	3	48	49	
22:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	29	29	
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
Total	2	3	10	32	120	130	80	15	0	392									
Percent	0.5%	0.8%	2.6%	8.2%	30.6%	33.2%	20.4%	3.8%	0.0%										
AM Peak			09:00	09:00	08:00	09:00	05:00	08:00									09:00		
Vol.			4	4	16	14	8	2									35		
PM Peak	14:00	14:00	17:00	14:00	13:00	14:00	12:00	13:00									14:00		
Vol.	2	2	2	4	15	13	12	3									44		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
05/26/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
04:00	0	0	1	3	3	2	1	0	0	0	0	0	0	0	10	38	42
05:00	1	0	0	7	7	8	3	1	0	0	0	0	0	0	27	39	44
06:00	0	0	0	3	12	15	4	0	0	0	0	0	0	0	34	39	42
07:00	1	3	1	4	6	15	7	1	0	0	0	0	0	0	38	41	44
08:00	0	1	0	1	9	7	4	3	0	0	0	0	0	0	25	44	47
09:00	1	0	0	2	3	6	3	0	0	0	0	0	0	0	15	41	43
10:00	0	0	1	1	4	11	4	0	0	0	0	0	0	0	21	41	43
11:00	2	2	1	2	11	9	7	1	2	0	0	0	0	0	35	41	44
12 PM	0	0	2	2	6	10	7	2	0	0	0	0	0	0	29	43	46
13:00	0	0	0	1	5	13	3	3	0	0	0	0	0	0	25	43	47
14:00	0	0	2	4	10	15	9	2	0	0	0	0	0	0	42	42	44
15:00	0	0	0	5	7	13	16	5	1	0	0	0	0	0	47	44	48
16:00	0	0	1	1	11	11	8	1	1	0	0	0	0	0	34	43	46
17:00	0	0	6	4	11	15	2	0	0	0	0	0	0	0	38	38	40
18:00	0	0	0	3	4	4	3	0	0	0	0	0	0	0	14	41	43
19:00	0	0	0	3	5	6	0	0	0	0	0	0	0	0	14	38	39
20:00	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3	43	44
21:00	0	0	0	2	0	3	0	0	0	0	0	0	0	0	5	38	39
22:00	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2	28	29
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	6	6	15	49	115	165	83	19	2	0	0	0	0	0	460		
Percent	1.3%	1.3%	3.3%	10.7%	25.0%	35.9%	18.0%	4.1%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	11:00	07:00	04:00	05:00	06:00	06:00	07:00	08:00							07:00		
Vol.	2	3	1	7	12	15	7	3							38		
PM Peak	22:00		17:00	15:00	16:00	14:00	15:00	15:00	15:00						15:00		
Vol.	1		6	5	11	15	16	5	1						47		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West																85th	95th
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Percent	Percent
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
05/27/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
04:00	0	0	0	1	0	3	2	0	0	0	0	0	0	0	6	42	44
05:00	1	1	1	2	9	5	0	0	0	0	0	0	0	1	20	37	39
06:00	0	0	1	2	12	17	6	4	0	0	0	0	0	0	42	43	47
07:00	0	0	1	4	7	20	4	1	0	0	0	0	0	0	37	39	43
08:00	0	0	0	4	9	7	9	1	0	0	0	0	0	0	30	43	44
09:00	0	0	0	2	5	4	7	0	0	0	0	0	0	0	18	43	44
10:00	0	1	0	1	11	6	6	0	0	0	0	0	0	0	25	41	43
11:00	0	0	0	2	4	6	3	1	0	0	0	0	0	0	16	42	45
12 PM	0	0	1	1	4	12	2	1	0	0	0	0	0	0	21	39	44
13:00	0	0	2	2	4	12	6	2	0	0	0	0	0	0	28	43	46
14:00	0	1	0	2	10	10	4	3	0	0	0	0	0	0	30	43	47
15:00	0	0	0	2	12	14	5	1	0	0	0	0	0	0	34	40	44
16:00	0	0	0	8	8	12	13	4	0	0	0	0	0	0	45	43	47
17:00	0	0	0	1	6	7	3	1	1	0	0	0	0	0	19	43	50
18:00	0	0	0	1	4	9	3	1	0	0	0	0	0	0	18	42	45
19:00	0	1	3	2	7	9	3	0	0	0	0	0	0	0	25	39	42
20:00	0	0	0	3	2	6	2	0	0	0	0	0	0	0	13	40	43
21:00	0	0	0	0	3	1	0	0	0	0	0	0	0	0	4	37	38
22:00	0	1	0	1	0	1	1	1	0	0	0	0	0	0	5	46	48
23:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
Total	1	5	9	42	118	162	79	21	1	0	0	0	0	1	439		
Percent	0.2%	1.1%	2.1%	9.6%	26.9%	36.9%	18.0%	4.8%	0.2%	0.0%	0.0%	0.0%	0.0%	0.2%			
AM Peak	05:00	05:00	05:00	07:00	06:00	07:00	08:00	06:00						05:00	06:00		
Vol.	1	1	1	4	12	20	9	4						1	42		
PM Peak		14:00	19:00	16:00	15:00	15:00	16:00	16:00	17:00						16:00		
Vol.		1	3	8	12	14	13	4	1						45		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/28/21	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	38	39
01:00	0	0	0	1	0	3	0	0	0	0	0	0	0	0	4	39	39
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
05:00	0	0	0	0	3	4	1	0	0	0	0	0	0	0	8	39	43
06:00	0	0	1	2	2	8	0	0	0	0	0	0	0	0	13	38	39
07:00	0	0	0	8	8	15	7	0	1	0	0	0	0	0	39	41	44
08:00	0	0	0	1	9	14	5	1	0	0	0	0	0	0	30	41	44
09:00	0	0	0	4	9	15	5	1	0	0	0	0	0	0	34	40	44
10:00	1	0	2	4	13	10	4	0	0	0	0	0	0	0	34	39	42
11:00	0	2	0	3	1	6	7	1	1	0	0	0	0	0	21	44	49
12 PM	0	0	0	4	9	11	3	1	0	0	0	0	0	0	28	39	44
13:00	0	0	1	3	7	9	7	2	1	0	0	0	0	0	30	43	48
14:00	0	0	1	3	5	18	7	3	0	0	0	0	0	0	37	43	46
15:00	0	0	2	3	10	14	12	4	3	0	0	0	0	0	48	44	50
16:00	0	0	0	4	12	21	12	0	0	0	0	0	0	0	49	41	43
17:00	0	0	0	8	13	13	8	3	0	0	0	0	0	0	45	42	46
18:00	0	0	0	1	6	11	4	0	0	0	0	0	0	0	22	40	43
19:00	0	0	0	1	7	11	1	1	0	0	0	0	0	0	21	39	44
20:00	0	2	2	2	3	4	2	0	0	0	0	0	0	0	15	39	43
21:00	0	0	0	3	2	1	0	1	0	0	0	0	0	0	7	39	48
22:00	0	0	0	1	3	2	1	0	0	0	0	0	0	0	7	39	43
23:00	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3	42	44
Total	1	4	9	57	125	192	87	18	6	0	0	0	0	0	499		
Percent	0.2%	0.8%	1.8%	11.4%	25.1%	38.5%	17.4%	3.6%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	10:00	11:00	10:00	07:00	10:00	07:00	07:00	08:00	07:00						07:00		
Vol.	1	2	2	8	13	15	7	1	1						39		
PM Peak		20:00	15:00	17:00	17:00	16:00	15:00	15:00	15:00						16:00		
Vol.		2	2	8	13	21	12	4	3						49		

Worcester County DPW - Roads Division

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West																			
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent		
05/29/21	0	0	0	0	3	0	1	1	0	0	0	0	0	0	5	46	48		
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*		
02:00	0	0	0	1	2	0	0	0	0	0	0	0	0	0	3	33	34		
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*		
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34		
05:00	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2	38	39		
06:00	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5	39	39		
07:00	0	0	0	3	4	3	1	0	0	0	0	0	0	0	11	38	42		
08:00	0	0	0	0	2	2	1	0	0	0	0	0	0	0	5	41	43		
09:00	0	0	0	4	2	11	5	0	0	0	0	0	0	0	22	41	43		
10:00	0	0	0	1	2	6	5	0	1	0	0	0	0	0	14	42	44		
11:00	0	0	0	3	13	10	0	1	0	0	0	0	0	0	27	38	39		
12 PM	0	0	0	2	7	11	1	2	0	0	0	0	0	0	23	39	47		
13:00	0	0	0	1	7	7	3	0	0	0	0	0	0	0	18	40	43		
14:00	0	0	0	3	9	11	4	1	0	0	0	0	0	0	28	41	44		
15:00	0	0	1	0	2	10	3	2	0	0	0	0	0	0	18	43	47		
16:00	22	1	0	1	5	5	5	0	0	0	0	0	0	0	39	39	43		
17:00	27	2	0	1	8	4	3	1	0	0	0	0	0	0	46	36	42		
18:00	7	0	5	1	7	5	2	1	0	0	0	0	0	0	28	38	44		
19:00	0	0	1	2	2	3	3	1	0	0	0	0	0	0	12	43	46		
20:00	0	0	0	0	2	3	0	1	0	0	0	0	0	0	6	45	48		
21:00	0	1	0	3	3	7	2	1	0	0	0	0	0	0	17	41	45		
22:00	0	0	0	1	4	2	1	0	0	0	0	0	0	0	8	39	43		
23:00	0	0	0	1	4	2	0	0	0	0	0	0	0	0	7	37	39		
Total	56	4	7	29	89	108	40	12	0	0	0	0	0	0	345				
Percent	16.2%	1.2%	2.0%	8.4%	25.8%	31.3%	11.6%	3.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
AM Peak															11:00				
Vol.															27				
PM Peak	17:00	17:00	18:00	14:00	14:00	12:00	16:00	12:00									17:00		
Vol.	27	2	5	3	9	11	5	2									46		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/30/21	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	38	39
01:00	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2	39	39
02:00	0	0	0	1	1	1	0	0	0	0	0	0	0	0	3	37	39
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3	42	44
05:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
07:00	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3	37	39
08:00	0	0	0	0	2	2	1	0	0	0	0	0	0	0	5	41	43
09:00	0	0	0	3	2	4	2	0	0	0	0	0	0	0	11	40	43
10:00	0	0	0	2	1	6	1	0	0	0	0	0	0	0	10	39	42
11:00	0	0	0	0	3	7	1	1	0	0	0	0	0	0	12	40	46
12 PM	0	0	1	1	4	7	3	1	0	0	0	0	0	0	17	42	45
13:00	0	0	3	0	5	7	4	1	0	0	0	0	0	0	20	42	45
14:00	2	0	1	6	5	10	4	1	0	0	0	0	0	1	30	40	44
15:00	0	0	1	1	5	4	4	1	0	0	0	0	0	0	16	43	45
16:00	0	0	1	2	4	9	6	1	0	0	0	0	0	0	23	42	44
17:00	0	0	0	4	8	7	5	1	0	0	0	0	0	0	25	42	44
18:00	0	0	1	4	6	8	4	1	0	0	0	0	0	0	24	41	44
19:00	0	0	0	3	6	4	5	0	0	0	0	0	0	0	18	42	44
20:00	0	0	0	2	4	4	4	0	0	0	0	0	0	0	14	42	44
21:00	0	0	0	0	2	4	2	1	0	0	0	0	0	0	9	44	47
22:00	0	0	0	1	1	6	1	0	0	0	0	0	0	0	9	39	42
23:00	0	0	0	1	1	2	3	1	0	0	0	0	0	0	8	44	47
Total	2	0	8	31	65	97	51	10	0	0	0	0	0	1	265		
Percent	0.8%	0.0%	3.0%	11.7%	24.5%	36.6%	19.2%	3.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%			
AM Peak				09:00	11:00	11:00	09:00	11:00							11:00		
Vol.				3	3	7	2	1							12		
PM Peak	14:00		13:00	14:00	17:00	14:00	16:00	12:00						14:00	14:00		
Vol.	2		3	6	8	10	6	1						1	30		

Worcester County DPW - Roads Division

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/31/21	0	0	0	1	1	3	0	0	0	0	0	0	0	0	5	38	39
01:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2	38	39
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
03:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34
04:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
05:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
06:00	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2	43	44
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
08:00	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3	42	44
09:00	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3	37	39
10:00	0	0	0	1	1	6	2	0	0	0	0	0	0	0	10	41	43
11:00	0	0	0	0	5	6	4	0	0	0	0	0	0	0	15	42	44
12 PM	0	1	0	0	2	7	2	2	0	0	0	0	0	0	14	44	48
13:00	0	0	0	1	5	13	3	0	0	0	0	0	0	0	22	39	43
14:00	0	0	1	3	2	9	5	0	0	0	0	0	0	0	20	42	44
15:00	0	0	0	2	5	11	3	1	0	0	0	0	0	0	22	41	44
16:00	0	0	1	7	7	7	9	2	0	0	0	0	0	0	33	43	45
17:00	0	0	1	6	4	9	5	0	0	0	0	0	0	0	25	41	43
18:00	0	0	4	1	2	7	8	1	0	0	0	0	0	0	23	43	44
19:00	0	0	0	2	7	9	1	2	0	0	0	0	0	0	21	39	47
20:00	0	0	0	0	6	9	5	0	0	0	0	0	0	0	20	42	44
21:00	0	0	0	1	2	10	3	1	0	0	0	0	0	0	17	42	45
22:00	0	0	0	2	3	6	1	0	0	0	0	0	0	0	12	39	41
23:00	0	1	0	0	5	6	3	0	0	0	0	0	0	0	15	41	43
Total	0	2	7	30	63	122	56	9	0	0	0	0	0	0	289		
Percent	0.0%	0.7%	2.4%	10.4%	21.8%	42.2%	19.4%	3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak				00:00	11:00	10:00	11:00								11:00		
Vol.				1	5	6	4								15		
PM Peak		12:00	18:00	16:00	16:00	13:00	16:00	12:00							16:00		
Vol.		1	4	7	7	13	9	2							33		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Carey Road (Rt 113-RR Tracks)

Date Start: 25-May-21

Date End: 01-Jun-21

East, West																		
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent	
06/01/21	0	0	0	3	5	2	2	0	0	0	0	0	0	0	12	40	43	
01:00	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2	33	34	
02:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34	
03:00	0	1	0	1	0	1	0	0	0	0	0	0	0	0	3	37	39	
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
09:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	34	34	
10:00	0	0	0	3	1	3	0	0	0	0	0	0	0	0	7	38	39	
11:00	0	1	1	5	7	14	0	1	0	0	0	0	0	0	29	38	39	
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Total	0	2	1	13	17	20	2	1	0	0	0	0	0	0	56			
Percent	0.0%	3.6%	1.8%	23.2%	30.4%	35.7%	3.6%	1.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
AM Peak		03:00	11:00	11:00	11:00	11:00	00:00	11:00							11:00			
Vol.		1	1	5	7	14	2	1							29			
PM Peak																		
Vol.																		
Total	68	26	66	283	712	996	478	105	9	0	0	0	0	2	2745			
Percent	2.5%	0.9%	2.4%	10.3%	25.9%	36.3%	17.4%	3.8%	0.3%	0.0%	0.0%	0.0%	0.0%	0.1%				

15th Percentile : 29 MPH
50th Percentile : 36 MPH
85th Percentile : 41 MPH
95th Percentile : 44 MPH

Stats
10 MPH Pace Speed : 31-40 MPH
Number in Pace : 1708
Percent in Pace : 62.2%
Number of Vehicles > 50 MPH : 11
Percent of Vehicles > 50 MPH : 0.4%
Mean Speed(Average) : 36 MPH

6 - 9

ITEM 16

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/13/21	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	0	0	0	0	2	3	4	4	4	4	0	0	1	0	22	57	59
08:00	0	0	0	1	1	2	3	5	5	4	2	1	1	0	25	60	68
09:00	0	0	0	0	2	1	2	4	3	1	1	0	0	0	14	54	61
10:00	0	0	0	1	0	0	4	5	7	2	1	0	1	0	21	57	64
11:00	0	0	0	0	0	2	3	3	6	4	2	1	0	0	21	59	64
12 PM	0	0	0	1	0	2	4	7	10	3	3	1	1	0	32	60	67
13:00	0	0	0	1	1	3	5	9	15	5	0	2	1	0	42	56	67
14:00	0	1	0	0	1	1	7	9	14	6	1	0	0	0	40	55	59
15:00	0	1	0	0	1	0	7	5	4	0	2	0	0	0	20	53	62
16:00	0	0	0	0	1	1	4	1	0	3	1	0	0	0	11	58	62
17:00	0	0	0	0	0	0	5	1	3	1	0	0	0	0	10	54	57
18:00	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4	53	54
19:00	0	0	0	0	0	1	1	0	3	0	0	0	0	0	5	53	54
20:00	0	0	0	0	0	0	1	0	0	1	0	0	0	0	2	58	59
21:00	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	53	54
22:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	0	2	0	4	9	17	50	56	77	34	13	5	5	0	272		
Percent	0.0%	0.7%	0.0%	1.5%	3.3%	6.3%	18.4%	20.6%	28.3%	12.5%	4.8%	1.8%	1.8%	0.0%			
AM Peak				08:00	07:00	07:00	07:00	08:00	10:00	07:00	08:00	08:00	08:00	07:00		08:00	
Vol.				1	2	3	4	5	7	4	2	1	1		25		
PM Peak		14:00		12:00	13:00	13:00	14:00	13:00	13:00	14:00	12:00	13:00	12:00		13:00		
Vol.		1		1	1	3	7	9	15	6	3	2	1		42		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/14/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	54	54
02:00	0	0	0	0	0	0	1	0	1	0	0	0	0	0	2	53	54
03:00	0	0	0	0	0	1	2	1	0	4	1	0	0	0	9	59	62
04:00	0	0	1	1	1	1	5	2	5	1	2	0	0	0	19	55	62
05:00	0	0	0	0	0	2	3	4	12	2	2	0	0	0	25	55	61
06:00	0	0	0	0	0	1	4	6	4	6	8	2	0	0	31	63	66
07:00	0	0	0	0	0	1	1	5	9	2	0	1	0	0	19	55	65
08:00	0	0	0	0	3	2	8	5	5	2	2	0	0	0	27	54	61
09:00	0	0	0	0	1	4	2	2	7	4	0	0	0	0	20	56	58
10:00	0	0	0	0	0	4	3	5	6	3	2	0	0	0	23	57	62
11:00	0	0	0	0	1	0	6	2	3	4	2	0	0	0	18	59	62
12 PM	0	0	0	0	1	3	2	7	5	3	1	1	0	0	23	57	64
13:00	0	0	1	0	1	4	7	9	8	7	3	1	0	0	41	58	63
14:00	0	0	0	0	0	1	2	6	9	6	0	0	0	0	24	57	59
15:00	0	0	0	1	0	1	2	4	10	6	2	1	0	0	27	59	64
16:00	0	0	0	0	0	0	2	5	4	4	2	1	0	1	19	60	65
17:00	0	0	0	0	1	0	2	2	1	3	1	1	0	0	11	61	67
18:00	0	0	0	0	0	1	3	4	1	3	2	0	0	0	14	59	63
19:00	0	0	0	0	0	0	1	1	2	2	0	0	0	2	8	57	59
20:00	0	0	0	0	0	0	0	0	1	0	1	0	0	0	2	63	64
21:00	0	0	0	0	0	3	1	2	1	2	0	0	0	0	9	56	58
22:00	0	0	0	0	1	0	0	0	3	0	0	0	0	0	4	54	54
23:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	29	29
Total	0	0	2	3	10	29	57	72	98	64	31	8	0	3	377		
Percent	0.0%	0.0%	0.5%	0.8%	2.7%	7.7%	15.1%	19.1%	26.0%	17.0%	8.2%	2.1%	0.0%	0.8%			
AM Peak			04:00	04:00	08:00	09:00	08:00	06:00	05:00	06:00	06:00	06:00			06:00		
Vol.			1	1	3	4	8	6	12	6	8	2			31		
PM Peak			13:00	15:00	12:00	13:00	13:00	13:00	15:00	13:00	13:00	12:00		19:00	13:00		
Vol.			1	1	1	4	7	9	10	7	3	1		2	41		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/15/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
02:00	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	53	54
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	1	0	1	0	1	0	0	3	1	1	0	0	0	2	10	53	57
05:00	0	0	0	0	1	1	1	2	1	0	1	1	0	0	8	63	67
06:00	0	0	0	0	1	1	3	1	2	2	3	0	0	0	13	61	63
07:00	0	0	0	1	1	0	6	6	8	9	1	0	0	0	32	57	59
08:00	0	0	0	1	0	1	5	9	8	7	2	0	1	0	34	58	63
09:00	0	0	0	0	3	1	5	4	7	4	4	0	0	0	28	59	63
10:00	0	0	0	1	1	1	3	8	6	2	0	0	0	0	22	53	57
11:00	0	0	2	1	0	2	4	6	9	3	2	0	0	0	29	56	61
12 PM	0	0	2	1	2	3	5	6	3	0	3	0	1	0	26	60	64
13:00	0	0	1	0	0	0	3	9	10	2	2	1	0	0	28	57	64
14:00	0	0	0	0	0	3	4	5	5	5	2	1	0	0	25	59	64
15:00	0	0	1	0	1	2	2	6	14	0	1	0	0	0	27	53	54
16:00	0	0	1	0	0	0	3	5	7	3	1	1	0	0	21	58	64
17:00	0	0	0	1	0	0	2	6	1	4	0	0	0	0	14	57	59
18:00	0	0	0	1	0	2	6	5	6	1	0	0	0	0	21	53	54
19:00	0	0	0	1	0	2	0	4	0	2	1	1	0	0	11	61	67
20:00	0	0	0	0	0	2	0	3	0	1	1	0	0	1	8	59	63
21:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
22:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	44	44
23:00	0	0	0	0	0	1	1	1	1	0	0	0	0	0	4	52	54
Total	1	0	8	8	11	24	54	90	90	46	24	5	2	3	366		
Percent	0.3%	0.0%	2.2%	2.2%	3.0%	6.6%	14.8%	24.6%	24.6%	12.6%	6.6%	1.4%	0.5%	0.8%			
AM Peak	04:00		11:00	07:00	09:00	11:00	07:00	08:00	11:00	07:00	09:00	05:00	08:00	04:00	08:00		
Vol.	1		2	1	3	2	6	9	9	9	4	1	1	2	34		
PM Peak			12:00	12:00	12:00	12:00	18:00	13:00	15:00	14:00	12:00	13:00	12:00	20:00	13:00		
Vol.			2	1	2	3	6	9	14	5	3	1	1	1	28		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/16/21	0	0	0	1	0	0	0	1	1	0	0	0	0	0	3	52	54
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	49	49
04:00	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	53	54
05:00	0	0	0	0	2	0	0	1	2	2	1	1	0	0	9	63	67
06:00	0	1	0	0	1	0	0	4	3	5	0	0	0	0	14	57	59
07:00	0	1	0	0	0	1	0	3	4	2	1	0	0	0	12	57	61
08:00	0	0	0	0	0	0	2	6	4	2	1	0	1	0	16	58	70
09:00	0	0	0	0	0	2	4	5	4	3	0	1	1	0	20	58	70
10:00	0	0	0	0	0	1	4	10	6	2	0	0	0	0	23	53	57
11:00	0	0	1	0	0	0	2	6	6	4	0	0	0	0	19	56	58
12 PM	0	0	0	0	0	3	1	4	5	4	2	0	0	0	19	58	62
13:00	0	0	0	0	1	3	5	5	2	1	2	1	0	0	20	60	65
14:00	0	0	0	2	0	1	1	1	4	9	4	0	0	0	22	60	63
15:00	0	0	0	0	0	1	2	5	8	1	1	0	0	0	18	54	60
16:00	2	1	1	0	2	0	3	7	10	3	1	0	0	1	31	54	59
17:00	0	0	0	0	1	2	4	5	3	2	0	0	0	0	17	54	57
18:00	0	0	0	0	0	0	2	6	4	1	1	0	0	0	14	54	61
19:00	0	0	0	0	0	2	0	6	2	0	0	0	0	0	10	51	53
20:00	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2	58	59
21:00	0	0	0	0	1	0	1	2	1	0	0	0	0	0	5	51	53
22:00	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	48	49
23:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	54	54
Total	2	3	2	3	9	17	31	80	72	42	14	3	2	1	281		
Percent	0.7%	1.1%	0.7%	1.1%	3.2%	6.0%	11.0%	28.5%	25.6%	14.9%	5.0%	1.1%	0.7%	0.4%			
AM Peak		06:00	11:00	00:00	05:00	09:00	09:00	10:00	10:00	06:00	05:00	05:00	08:00		10:00		
Vol.		1	1	1	2	2	4	10	6	5	1	1	1		23		
PM Peak	16:00	16:00	16:00	14:00	16:00	12:00	13:00	16:00	16:00	14:00	14:00	13:00		16:00	16:00		
Vol.	2	1	1	2	2	3	5	7	10	9	4	1		1	31		

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ITEM 16

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863

410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999			
05/17/21	0	0	0	1	0	0	2	0	0	0	0	0	0	3	6	43	44
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	49	49
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	1	2	4	2	1	0	1	0	0	11	56	67
06:00	2	0	0	0	2	1	4	2	1	1	1	1	1	0	16	62	71
07:00	0	0	0	0	5	0	1	3	11	6	1	2	1	0	30	59	68
08:00	0	0	0	0	0	5	1	4	13	8	2	2	1	0	36	59	68
09:00	0	0	1	0	1	4	5	4	7	2	3	0	0	0	27	57	62
10:00	0	0	1	1	4	3	2	7	4	1	0	0	0	0	23	51	54
11:00	0	0	0	0	2	4	3	4	4	5	0	0	0	0	22	56	58
12 PM	0	0	0	1	0	2	4	8	10	2	3	0	0	0	30	56	62
13:00	0	0	0	0	2	0	5	4	2	6	1	0	0	0	20	58	60
14:00	0	0	0	0	1	1	2	7	6	0	1	1	1	0	20	60	70
15:00	0	0	0	0	1	3	7	9	8	11	5	0	0	0	44	59	62
16:00	1	0	1	0	0	5	4	7	13	8	1	1	0	0	41	57	59
17:00	0	0	0	0	0	0	2	12	8	4	1	0	0	0	27	56	59
18:00	0	0	0	0	1	2	2	4	9	2	1	2	0	0	23	58	67
19:00	0	0	0	0	0	1	2	4	5	1	0	0	0	0	13	54	56
20:00	0	0	0	0	0	0	2	1	1	1	0	0	0	0	5	56	58
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
22:00	0	0	0	0	0	0	1	0	0	1	0	0	0	0	2	58	59
23:00	0	0	0	1	0	0	0	1	0	0	0	0	0	0	2	48	49
Total	3	0	3	4	19	32	51	86	104	60	20	10	4	3	399		
Percent	0.8%	0.0%	0.8%	1.0%	4.8%	8.0%	12.8%	21.6%	26.1%	15.0%	5.0%	2.5%	1.0%	0.8%			
AM Peak	06:00		09:00	00:00	07:00	08:00	09:00	10:00	08:00	08:00	09:00	07:00	06:00	00:00	08:00		
Vol.	2		1	1	5	5	5	7	13	8	3	2	1	3	36		
PM Peak	16:00		16:00	12:00	13:00	16:00	15:00	17:00	16:00	15:00	15:00	18:00	14:00		15:00		
Vol.	1		1	1	2	5	7	12	13	11	5	2	1		44		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Percent	Percent
05/18/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	54	54
06:00	0	0	0	0	0	1	2	2	2	1	0	1	0	0	9	58	67
07:00	0	0	3	1	0	3	1	7	6	5	1	0	0	0	27	56	59
08:00	0	0	0	1	6	0	1	3	7	6	4	0	0	0	28	59	63
09:00	0	0	0	0	0	0	3	3	10	7	3	0	1	0	27	59	64
10:00	0	0	0	1	0	1	3	5	6	4	3	0	1	0	24	60	64
11:00	0	0	0	0	0	3	7	5	8	5	0	2	0	0	30	57	66
12 PM	0	0	0	0	2	2	5	2	9	5	2	0	0	0	27	57	61
13:00	0	0	2	0	1	2	11	3	1	0	1	0	0	0	21	48	54
14:00	0	0	1	0	0	3	4	5	10	3	3	1	1	0	31	60	67
15:00	0	0	0	1	0	3	2	9	6	6	3	0	1	0	31	59	64
16:00	0	0	0	0	0	5	6	6	10	5	2	0	0	0	34	56	60
17:00	0	0	0	0	0	1	6	9	10	6	1	2	1	0	36	58	68
18:00	0	0	0	0	1	3	3	6	8	5	3	0	0	0	29	58	62
19:00	0	0	0	0	1	1	3	5	2	5	2	0	0	0	19	59	62
20:00	0	0	0	1	0	1	2	9	4	0	0	0	0	0	17	51	53
21:00	0	0	0	0	0	0	1	4	3	2	1	0	0	0	11	58	62
22:00	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2	58	59
23:00	0	0	0	0	0	0	0	1	1	1	0	0	0	0	3	57	59
Total	0	0	6	5	11	30	60	85	105	67	29	6	5	0	409		
Percent	0.0%	0.0%	1.5%	1.2%	2.7%	7.3%	14.7%	20.8%	25.7%	16.4%	7.1%	1.5%	1.2%	0.0%			
AM Peak			07:00	07:00	08:00	07:00	11:00	07:00	09:00	09:00	08:00	11:00	09:00		11:00		
Vol.			3	1	6	3	7	7	10	7	4	2	1		30		
PM Peak			13:00	15:00	12:00	16:00	13:00	15:00	14:00	15:00	14:00	17:00	14:00		17:00		
Vol.			2	1	2	5	11	9	10	6	3	2	1		36		

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East																	
Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent
05/19/21	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	49	49
01:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	34	34
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	39	39
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	49	49
06:00	2	0	0	0	0	0	0	2	1	1	0	0	0	0	6	55	58
07:00	0	0	0	0	1	3	2	2	0	2	0	1	0	0	11	58	67
08:00	0	0	0	0	0	0	0	8	9	3	1	0	0	0	21	56	59
09:00	0	0	0	0	3	3	3	6	8	9	2	0	0	0	34	58	60
10:00	0	0	0	0	0	1	3	14	9	7	2	0	0	0	36	57	60
11:00	0	0	1	0	1	3	5	7	5	4	3	0	0	0	29	58	62
12 PM	0	0	0	1	0	0	5	3	8	6	1	1	0	0	25	58	63
13:00	0	0	1	1	2	0	6	12	8	1	5	0	0	0	36	58	63
14:00	0	0	0	0	2	1	4	5	9	4	0	0	1	0	26	56	59
15:00	0	1	0	0	1	0	2	6	7	1	2	0	0	0	20	55	62
16:00	0	0	0	0	0	2	4	9	6	4	4	3	0	0	32	62	67
17:00	0	0	0	0	1	3	6	16	9	6	2	0	0	1	44	56	59
18:00	0	0	0	0	0	1	8	13	8	5	3	1	0	1	40	58	63
19:00	1	0	0	0	0	1	5	9	7	1	1	0	0	0	25	53	58
20:00	2	0	0	0	0	0	2	4	4	4	0	0	0	0	16	57	59
21:00	0	0	0	0	0	0	1	1	4	3	0	0	1	0	10	59	72
22:00	0	0	0	0	0	0	1	2	1	0	0	0	0	0	4	52	54
23:00	0	0	0	0	0	0	1	1	2	1	0	0	0	0	5	56	58
Total	5	1	2	2	12	19	58	122	105	62	26	6	2	2	424		
Percent	1.2%	0.2%	0.5%	0.5%	2.8%	4.5%	13.7%	28.8%	24.8%	14.6%	6.1%	1.4%	0.5%	0.5%			
AM Peak	06:00		11:00		09:00	07:00	11:00	10:00	08:00	09:00	11:00	07:00			10:00		
Vol.	2		1		3	3	5	14	9	9	3	1			36		
PM Peak	20:00	15:00	13:00	12:00	13:00	17:00	18:00	17:00	14:00	12:00	13:00	16:00	14:00	17:00	17:00		
Vol.	2	1	1	1	2	3	8	16	9	6	5	3	1	1	44		

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ITEM 16

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Carey Road (St. Martins Rd to RR Tracks)

Date Start: 13-May-21

Date End: 20-May-21

West, East	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
05/20/21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
01:00	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2	48	49
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	49	49
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
07:00	0	0	0	0	0	0	0	3	5	1	0	1	0	0	10	57	67
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	0	0	0	0	0	1	0	5	5	1	0	1	0	0	13		
Percent	0.0%	0.0%	0.0%	0.0%	0.0%	7.7%	0.0%	38.5%	38.5%	7.7%	0.0%	7.7%	0.0%	0.0%			
AM Peak						01:00		07:00	07:00	07:00		07:00			07:00		
Vol.						1		3	5	1		1			10		
PM Peak																	
Vol.																	
Total	11	6	23	29	81	169	361	596	656	376	157	44	20	12	2541		
Percent	0.4%	0.2%	0.9%	1.1%	3.2%	6.7%	14.2%	23.5%	25.8%	14.8%	6.2%	1.7%	0.8%	0.5%			

15th Percentile : 40 MPH
50th Percentile : 49 MPH
85th Percentile : 57 MPH
95th Percentile : 63 MPH

Stats
10 MPH Pace Speed : 46-55 MPH
Number in Pace : 1252
Percent in Pace : 49.3%
Number of Vehicles > 50 MPH : 1265
Percent of Vehicles > 50 MPH : 49.8%
Mean Speed(Average) : 50 MPH

16 - 17

ITEM 16

RECEIVED MAY 10 2021

Susan L Bunting Rencher

9938 Cary Rd., Berlin, MD 21811
SBRencher@Yahoo.Com
443-669-5848

April 22, 2021

Mr. Fred Adkins
Worcester County Roads

Mr. Adkins,

This letter is concerning the 50 mph speed limit on the east end of Carey Road West. There are many concerns by residents of this area of Carey Road. This is a request for you to consider lowering the speed limit to 35mph from the 90 degree turn off of Rt. 113 to the railroad tracks and then 40 mph until the end of the Bunting farm airport.

The following are the most relevant to our request:

1. There is not any indication of the speed limit from the 90 degree turn off of 113 to the RR tracks. If the limit is 50 mph as stated by your marked road rule, then driving across the RR track could and has resulted in accidents. This curve at the RR track is a significant driving hazard at 50 MPH.
2. There is a rise in the road between the Gillis business and the Rencher resident. The line indicates passing and the view is obstructed when approaching this area from the east.
3. There are 5 businesses from the RR tracks to the Bunting airport resulting in an increase in traffic backing in and out of driveways causing traffic delays and complete obstruction of the road.
4. There are 3 large farming operations in this designated area requiring large equipment use of the road.
5. Another hazard is the 80 degree corner at the Lawson residence, it cannot be taken at 50 MPH. There is no signage indicating this dangerous corner. Mr. Lawson has had many mailbox demises.
6. There is the use of Shady Lane residents entering and exiting the development.
7. Many families from Shady Lane walk, bicycle and run from the development to the RR tracks. Carey road is also a designated cycle route for local riders.
8. The Bunting Airport is a popular tourist attraction to watch the banner operation. Traffic is often pulling off the road to watch.

9. The above concerns are central to the issue of the use of excessive speed on the straight sections of Carey Road. It is not uncommon to see speeds in excess of 60+ mph. As you can see this speed issue only compounds the above concerns.

We implore you to drive Carey Road from route 113 to the airstrip using the 50 MPH speed limit and then our concerns should become evident and our concerns realized.

Thank you for your time and consideration.

Susan Bunting-Rencher

9938 Carey Rd.

Berlin, MD 21811

cc Worcester County Police Dept.

Cc Worcester County Commissioners



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



DALLAS BAKER, JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

TEL: 410-632-5623
FAX: 410-632-1753

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr.*
DATE: June 28, 2021
SUBJECT: Pocomoke Truck Route

DIVISIONS

MAINTENANCE
TEL: 410-632-3766
FAX: 410-632-1753

ROADS
TEL: 410-632-2244
FAX: 410-632-0020

SOLID WASTE
TEL: 410-632-3177
FAX: 410-632-3000

FLEET MANAGEMENT
TEL: 410-632-5675
FAX: 410-632-1753

WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

Pursuant to the request of Commissioner Nordstrom, the Department has had the opportunity to examine the roads within the Pocomoke area which included Cypress Road, New Bridge Road, Hillman Road, Dun Swamp Road, Tulls Corner Road and Old Virigina Road since the removal of the "No Thru Truck Traffic" signs per Resolution 20-32. With a narrow pavement widths ranging from of 14' to 28' and drainage ditches dangerously close to the roadways due to the narrow 30'-45' right-of-way, these roads can be very difficult to travel especially when meeting larger vehicles predominately live haul trucks traveling in the opposite direction.

At this time, I would recommend that the County Commissioner reinstate the previous Resolutions 10-35 and 15-2 and post the appropriate signage prohibiting No Thru Truck Traffic of 15,000 lbs. or greater Gross Vehicle Weight on the roads indicated above.

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

Attachment

cc: Frank Adkins

RESOLUTION NO. 10 - 35

DEC 10 @ FA 12/9/10

RESOLUTION PROHIBITING THROUGH TRUCK TRAFFIC ON CERTAIN COUNTY ROADS IN THE POCOMOKE CITY AREA OF WORCESTER COUNTY

WHEREAS, the County Commissioners of Worcester County, Maryland have designated a Truck Route in the Pocomoke City area for vehicles hauling fill material from the Vulcan Materials quarry which directs such through truck traffic along Unionville Road, to McMichael Avenue, to 2nd Street, to Broad Street where it connects with the Town of Pocomoke City Truck Route which connects with the Pocomoke Baby Beltway to the US Route 13 and US Route 113 intersection; and

WHEREAS, the County Commissioners have learned that certain truck drivers have failed to follow the designated Truck Route and have instead been traveling on certain County roads that are not designated or designed for such through truck traffic; and

WHEREAS, in accordance with the provisions of Subsections 25-102(a)(2) and 25-102(a)(11) of the Transportation Article of the Annotated Code of Maryland, the County Commissioners have determined to prohibit through truck traffic on certain County roads in the Pocomoke City area thereby directing said traffic to follow the designated Truck Route;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that in accordance with the provisions of Subsections 25-102(a)(2) and 25-102(a)(11) of the Transportation Article of the Annotated Code of Maryland, the County Commissioners hereby establish the following restrictions on through truck traffic in the Pocomoke City area of Worcester County:

1. No Thru Truck Traffic of 15,000 lbs. or greater Gross Vehicle Weight shall be allowed on the following roads in Worcester County, Maryland: Cypress Road, New Bridge Road, Hillman Road, Dun Swamp Road, and Tulls Corner Road, as shown on the attached map entitled "Restricted Roads - Worcester County, Maryland"

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

PASSED AND ADOPTED this 7th day of December, 2010.

ATTEST:

Gerald T. Mason
Gerald T. Mason
Chief Administrative Officer

WORCESTER COUNTY COMMISSIONERS

Judith O. Boggs
Judith O. Boggs

Madison J. Bunting, Jr.
Madison J. Bunting, Jr.

James C. Church
James C. Church, President

Louise L. Gulyas
Louise L. Gulyas

Merrill W. Lockfaw, Jr.
Merrill W. Lockfaw, Jr.

James L. Purnell, Jr.
James L. Purnell, Jr., Vice President

RECEIVED

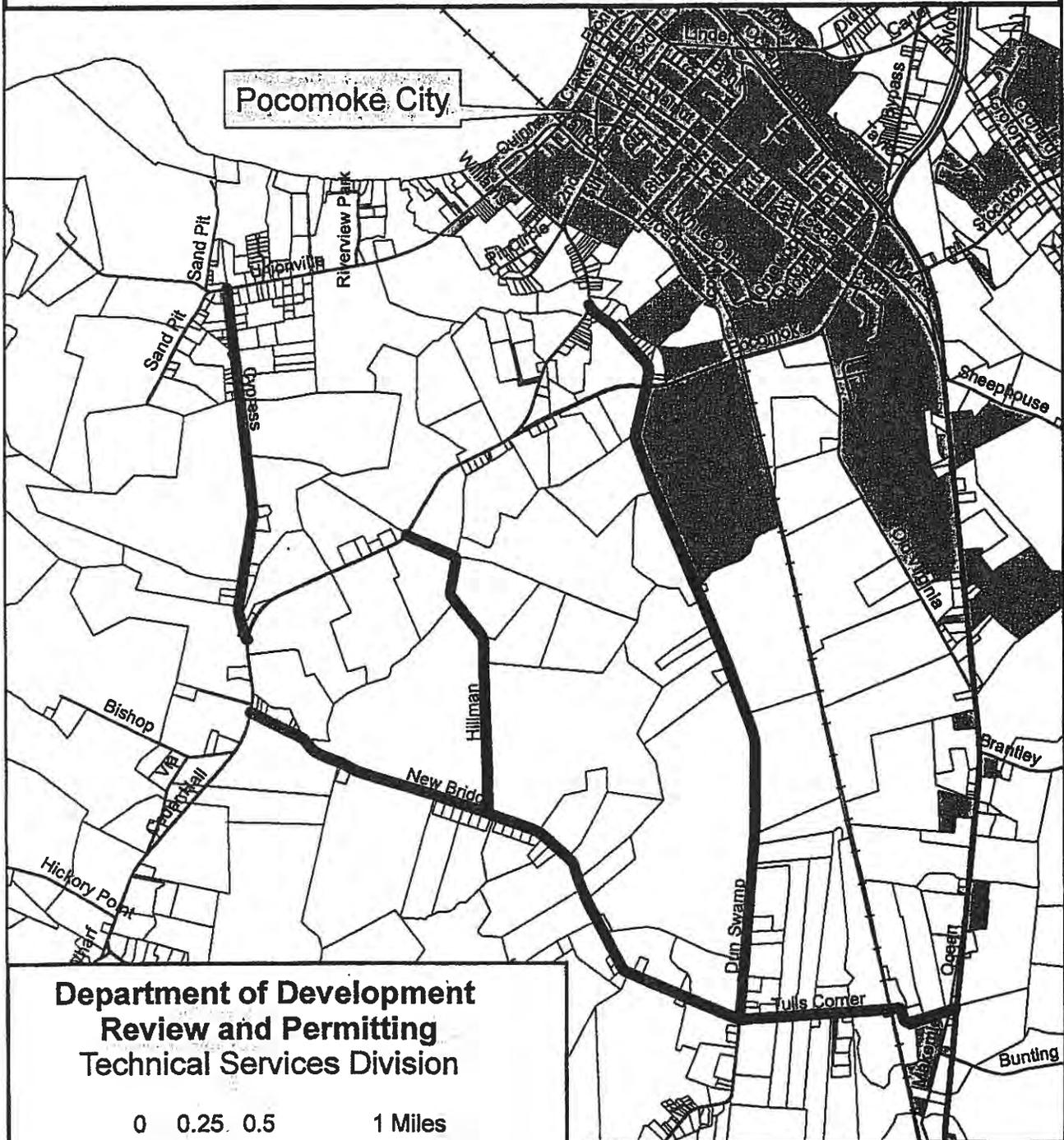
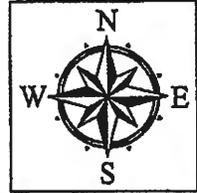
DEC. 08 2010

Worcester County
Public Works Dept. - Admin

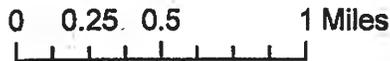


RESTRICTED ROADS

Worcester County,
Maryland



Department of Development
Review and Permitting
Technical Services Division



Map prepared November 2010.
Source: Restricted Roads - Worcester County Department of
Public Works / Property Data - Maryland Department of
Assessment and Taxation.

-  Restricted Roads
-  Pocomoke City Corporate Limits

RESOLUTION NO. 15 - 2

**RESOLUTION PROHIBITING THROUGH TRUCK TRAFFIC ON OLD VIRGINIA ROAD
IN THE POCOMOKE CITY AREA OF WORCESTER COUNTY**

WHEREAS, the County Commissioners of Worcester County, Maryland have designated a Truck Route in the Pocomoke City area for vehicles traveling on the Pocomoke Baby Beltway to the US Route 13 and US Route 113 intersection; and

WHEREAS, the County Commissioners have learned that certain truck drivers have failed to follow the designated Truck Route and have instead been traveling on Old Virginia Road that is not designated or designed for such through truck traffic to access US Route 13 south of Pocomoke City; and

WHEREAS, in accordance with the provisions of Subsections 25-102(a)(2) and 25-102(a)(11) of the Transportation Article of the Annotated Code of Maryland, the County Commissioners have determined to prohibit through truck traffic on Old Virginia Road in the Pocomoke City area thereby directing said traffic to follow the designated Truck Route;

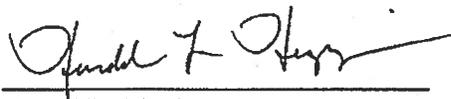
NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that in accordance with the provisions of Subsections 25-102(a)(2) and 25-102(a)(11) of the Transportation Article of the Annotated Code of Maryland, the County Commissioners hereby establish the following restrictions on through truck traffic in the Pocomoke City area of Worcester County:

1. No Thru Truck Traffic of 15,000 lbs. or greater Gross Vehicle Weight shall be allowed on Old Virginia Road in Worcester County, Maryland.

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

PASSED AND ADOPTED this 19th day of February, 2015.

ATTEST:



 Harold L. Higgins
 Chief Administrative Officer

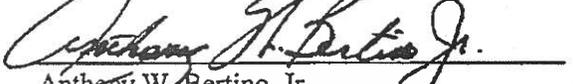
WORCESTER COUNTY COMMISSIONERS



 Madison J. Bunting, Jr., President

Absent

 Merrill W. Lockfaw, Jr., Vice President



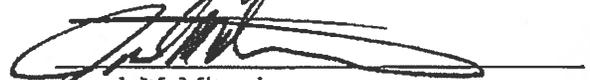
 Anthony W. Bertino, Jr.



 James C. Church



 Theodore J. Elder



 Joseph M. Mitrecic



 Diana Purnell

RESOLUTION NO. 20-32

**RESOLUTION REMOVING PROHIBITION ON THROUGH TRAFFIC ON
CERTAIN COUNTY ROADS IN THE POCOMOKE CITY AREA OF
WORCESTER COUNTY**

WHEREAS, THE County Commissioners of Worcester County, Maryland had designated a Truck Route in the Pocomoke City area for vehicles traveling on the Pocomoke Baby Beltway to the US Route 13 and US Route 113 intersection; and

WHEREAS, the County Commissioners adopted Resolutions No. 10-35 on December 7, 2010 and No. 15-2 on February 19, 2015; specifying No Thru Truck Traffic of 15,000 lbs. or greater Gross Vehicle Weight shall be allowed on the following roads in Worcester County, Maryland: Cypress Road, New Bridge Road, Hillman Road, Dun Swamp Road, Tulls Corner Road, and Old Virginia Road; and

WHEREAS, the aforementioned roads have been improved to be able to handle such through truck traffic; and

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

1. Thru Truck Traffic shall be allowed on the following roads in Worcester County, Maryland: Cypress Road, New Bridge Road, Hillman Road, Dun Swamp Road, Tulls Corner Road, and Old Virginia Road;
2. These roads shall be posted 40 miles per hour for Truck Traffic.

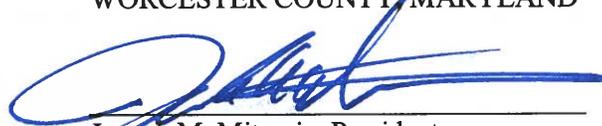
AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this 4th day of November, 2020.

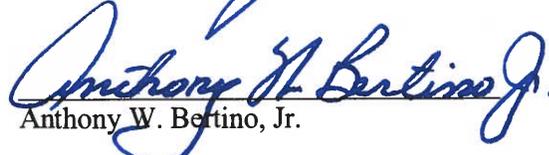
ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND


Harold L. Higgins
Chief Administrative Officer


Joseph M. Mitrecic, President


Theodore J. Elder, Vice President


Anthony W. Bertino, Jr.


Madison J. Bunting, Jr.

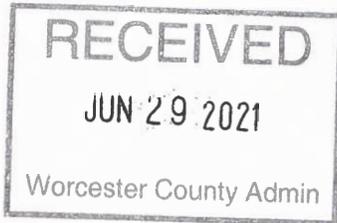

James C. Church


Joshua C. Nordstrom


Diana Purnell

Worcester County Recreation & Parks

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



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Weston Young, Assistant Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation and Parks
DATE: June 29, 2021
SUBJECT: Capital Equipment Purchase – Toro Workman Utility Vehicle

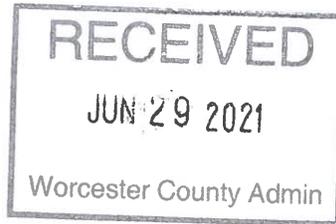
I am requesting your approval to purchase a Toro Workman HD Utility Vehicle with Rahn Field Groomer. This utility vehicle is needed to replace the current field groomer that has 3,000 plus hours so that our Parks staff can meet the tournament needs and standards for our future tournaments.

The funding for this capital equipment, \$30,000, is included in the Parks FY22 budget within the capital equipment account # 100.1602.500.9010.070.

Attached you will find a quote form Turk Equipment and Supply Company. The quote reflects the Sourcewell contract, reflecting this specific model is a part of a state/cooperative contract. A copy of the contract is also attached.

Thank you, in advance, for your consideration of this request.

cc: Jacob Stephens



June 16, 2021

Mr. Jacob Stephens, Superintendent
Worcester County Recreation and Parks
Email: jstephens@co.worcester.md.us

As requested, I am pleased to quote you the selling prices for the following pieces of equipment. The prices include full service set up and delivery but no applicable state sales tax and are good through July 31, 2021. The pricing uses the Sourcewell discount on contract 031121-TTC. Terms are 1% 10 days, net 30 on account. There is a 2% charge for credit card purchases.

1 Toro Workman HDX utility vehicle with

- 32.5 HP Kubota gas engine
- Full bed with side kit and tailgate
- Two wheel drive
- Three speed manual transmission
- Two year/ 1500 hour warranty

Price \$26,095.65

1 Rahn groomer Model GL650-HD-C

- With heavy duty and spring tine groomers

Price \$3,760

Jessup

8015 Dorsey Run Rd
Jessup, MD 20794
410-799-5575
800-827-3711

West Chester

16 Hagerty Blvd
West Chester, PA 19382
610-335-1623
888-384-8676

Fairfax

2825 B&C Dorr Ave
Fairfax, VA 22031
703-573-2977

Frankford

33180 Dupont Blvd
Frankford, DE 19945
302-732-9290

Frederick

1525 Tilco Dr, B-2
Frederick, MD 21704
301-695-1140

If you have any questions or need any additional information please don't hesitate to contact me.

Best regards,

Mike Minard, TSPC
Territory Manager

**Toro #031121-TTC**

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
 - Toro Landscape Contractor Equipment (LCE): 27% off US MSRP
 - Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
 - Toro Siteworks System (SWS) Equipment: 17% off US MSRP
 - BOSS Snow Removal Equipment: 25% off US MSRP
 - Toro Bullseye Equipment: 5% off US MSRP
 - Toro Golf Irrigation: 40% off US MSRP
 - Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
 - Irritrol Irrigation Products: 0% - 40% off US MSRP
 - Rain Master Irrigation Products: 0% - 40% off US MSRP
 - Sentinel Irrigation Products: 35% off US MSRP
 - Large Rotors: 15% off US MSRP
 - Ventrac 4500 Series Products: 12% off US MSRP
 - Ventrac SSV Products: 5% off US MSRP
-
- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

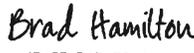
031121-TTC

Sourcewell

The Toro Company

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/28/2021 | 12:24 PM CDT

DocuSigned by:

 By: 4B4574B1E1E54C4...
 Brad Hamilton
 Title: Group VP
 Date: 4/29/2021 | 4:07 PM CDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 4/29/2021 | 4:31 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: The Toro Company
Does your company conduct business under any other name? If yes, please state: Toro
Address: 8111 Lyndale Avenue South
Bloomington, MN 55420
Contact: Jon Stodola
Email: jon.stodola@toro.com
Phone: 612-597-3224
Fax: 612-597-3224
HST#: 41-0580470

Submission Details

Created On: Tuesday January 26, 2021 08:26:53
Submitted On: Wednesday March 10, 2021 16:49:38
Submitted By: Jon Stodola
Email: jon.stodola@toro.com
Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6
Submitter's IP Address: 76.113.144.182

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420
3	Proposer website address:	www.toro.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.</p> <p>We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites.</p> <p>Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world.</p> <p>The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada.</p> <p>Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land.</p> <p>Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere.</p> <p>Our Mission: To deliver superior innovation and to deliver superior customer care.</p> <p>For more information, visit www.toro.com.</p>
8	What are your company's expectations in the event of an award?	<p>Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes.</p> <p>We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment.</p> <p>Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals.</p> <p>For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details.</p> <p>In addition, attached is a summary of Toro's financial condition according to Dunn & Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)</p>

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>The Toro Company would best be described as a manufacture.</p> <p>As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers.</p> <p>For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.</p> <p>BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training.</p> <p>Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada.</p> <p>For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).</p>
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements.</p> <p>The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin.</p> <p>Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate.</p> <p>In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years.</p> <p>b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a "game-changer" for its zero emissions and lithium-ion battery.</p> <p>c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall.</p> <p>d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental</p> <p>e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software.</p> <p>f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike.</p> <p>g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders.</p> <p>h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.</p> <p>i) The Toro Company is the leading "smart" irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾" gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff.</p> <p>j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's "Twenty for 2016 New Product Awards". The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure</p> <p>k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.</p>
17	What percentage of your sales are to the governmental sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location.</p> <p>Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%</p>
18	What percentage of your sales are to the education sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential.</p>

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, VA, WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.</p>
24	Dealer network or other distribution methods.	<p>Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.</p>
25	Service force.	<p>Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide.</p> <p>The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it.</p> <p>Distributor response time:</p> <p>Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.</p>

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.</p>
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote.</p> <p>Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions.</p> <p>b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contract to customers.</p> <p>c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.</p> <p>See the attached (Toro Marketing Samples) file for examples.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale.</p> <p>b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes.</p> <p>Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment.</p> <p>Safety Video: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training</p> <p>The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following:</p> <ul style="list-style-type: none"> - Cutting Unit Technology: Cutting unit set-up and adjustments - Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing - Tier4 Engine Systems: Overview of why and how they work - Spray Systems: Components, operation, and calibration - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! <p>Additional training and reference materials found on Toro.com or in myTurf@toro.com</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>★ = Toro exclusive features</p> <p>GR3360/3370 Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting.</p> <ul style="list-style-type: none"> - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance o Double A-Arm ★ plus Link-System Suspension for superior contour-following o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile o ★ "Slow-in-Turn" feature minimizes turf scrubbing that can occur during turn arounds o ★ Tool-Free, Quick-Change cutting units o ★ Lift-Gate Footrest for easy access to the center cutting unit <p>Greensmaster Walk greens mowers (flex & fixed head)</p> <ul style="list-style-type: none"> - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal <p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing</p>

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land.</p> <p>At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see: https://www.thetorocompany.com/sustainability/sustainability-endures</p> <p>Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies.</p> <p>Key sustainability initiatives and accomplishments include:</p> <ul style="list-style-type: none"> • Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro's human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving. • Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020. • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • In Australia Toro refreshed its product packaging and received an "advanced" classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body. • We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. <p>Other sustainability-related awards include:</p> <ul style="list-style-type: none"> - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer.</p> <p>As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.</p> <p>When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following:</p> <ul style="list-style-type: none"> - Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items. - Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator's manual can result in claims for warranty being denied. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. - Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc. - Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards. - Normal noise, vibration, wear and tear, and deterioration. - Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.
48	Describe any service contract options for the items included in your proposal.	<p>Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level.</p> <p>Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers.</p> <p>Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.</p> <p>Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details.</p> <p>For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.</p> <p>In Canada, Toro's distributors hold direct relationships with financial institutions.</p> <p>As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit www.toro.com/finance.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer.</p> <p>Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator.</p> <p>Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices.</p> <p>Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock.</p> <p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> • Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcwell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance.</p> <ul style="list-style-type: none"> • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment. *
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects. *
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment. *
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.</p> <p>Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support</p> <p>Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.</p> <p>Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008

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

MEMORANDUM

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director *E.A.T.*
Jennifer Keener, Deputy Director *JKK*
DATE: June 29, 2021
RE: Nuisance Abatement Order No. 20-2 – 5641 George Island Landing Road

Bids were opened at 1:00 P.M. on June 21, 2021 for the demolition of the structure located at 5641 George Island Landing Road pursuant to the above referenced nuisance abatement order. A total of four bids were received from the following and were for the amounts indicated:

Reynolds Excavating, Inc.	\$9,650
Scrimgeour Farm All, LLC	\$24,750
Site Services	\$25,150
Bauchamp Construction	\$27,500

All bids met the minimum requirements of the request for proposals for the demolition of the structure, with no exceptions to the scope of work. The low bid of \$9,650 was received from Reynolds Excavating, Inc. of Princess Anne, Maryland. At our request, they provided a copy of their Certificate of Liability Insurance, as well as a list of references for recent similar projects to ours along with contact names, phone numbers and email addresses. Jennifer Keener was able to contact all but one of the references which were located on the lower Eastern Shore. All gave extremely positive comments. As a result, we recommend the award of the bid to Reynolds Excavating, Inc. of Princess Anne, Maryland for \$9,650.

Attached you will find copies of all the bids received and backup material. If you have any questions or need any additional information please let us know.

cc: Lisa Wilkens, Zoning Inspector
Kristen Tremblay, Zoning Administrator

Competitive Bid Worksheet

**Item: Demolition of 5641 George Island Landing, Road, Stockton,
MD 21864**

Bid Deadline/Opening Date: 1:00 P.M., Monday, June 21, 2021

Bids Received by deadline = 4

Vendor's Submitting Bids

Total Lump Sum Bid

Site Services

2231 Conowingo Road

Suite C

Bel Air, Maryland 21015

\$ 25,150

Scrimgeour

5728 George Island Landing Road

Stockton, Maryland 21864

\$ 24,750

Reynolds Excavating, Inc.

30939 Cedar Drive

Princess Anne, Maryland 21853

\$ 9,650

Beauchamp Construction

900 Clarke Avenue

P.O. Box 389

Pocomoke, Maryland 21851

\$ 27,500

REYNOLDS EXCAVATING INC: submits this proposal for the following project:
(NAME OF COMPANY)

Building/ Structure Demolition for:

Location: 5641 George Island Landing Road, Stockton, Maryland 21864

A. Proposal Pricing

a. Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration
\$ 9,650.00

b. List Exceptions to the Scope of Work
None

B. Addendum Acknowledgement

Addendum # 0 - Signature [Signature]

C. Maryland Licensed Material Inspection Contractor

Company Name: SUSSEX ENVIRONMENTAL
Company Contact: Sue White
MD License: 19019892
Phone Number: 302-228-1708

D. Bid must be signed to be considered

Date: 6-21-21
Signature: [Signature]
Name: DOUGLAS REYNOLDS
Company: REYNOLDS EXCAVATING INC
Mailing Address: 30939 NIDAR DR. PRINCESS ANNE MD 21853
Telephone: 410-651-0770 410-430-8986
MD License: 19862878

90 County

State of Maryland
License

19862878

19054857

09320152



REYNOLDS EXCAVATING INC
30939 CEDAR DRIVE
PRINCESS ANNE MD 21853

REYNOLDS EXCAVATING INC
30939 CEDAR DRIVE
PRINCESS ANNE MD 21853

21

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
71	1.0	TRADER'S LICENSE	1	15.00

DATE OF ISSUE
MO DAY YR
04/01/2021

MONTHS PAID
12

Charles T. Horner

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2022**

ISSUING FEES	2.00		
TOTAL	17.00	AMOUNT PAID	17.00

ISSUED BY
CHARLES T. HORNER, CLERK OF CIRCUIT COURT
30512 PRINCE WILLIAM STREET
PRINCESS ANNE, MARYLAND 21853 (410)845-4840

RTX



CERTIFICATE OF LIABILITY INSURANCE

ITEM 19

DATE (MM/DD/YYYY)
6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: Brooke Ochlech	
	PHONE (A/C, No, Ext): 410-785-1677	FAX (A/C, No): 443-632-3457
E-MAIL ADDRESS: bochlech@hmsia.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Selective Insurance Co of the Southeast		39926
INSURER B: Selective Way Insurance Company		26301
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED REYNEXC-01 Reynolds Excavating, Inc. 30939 Cedar Drive Princess Anne MD 21853

COVERAGES **CERTIFICATE NUMBER:** 1034864104 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S 2247985	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2247985	1/10/2021	1/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2247985	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9048829	1/10/2021	1/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			S 2247985	1/10/2021	1/10/2022	\$2,500 ded \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insurance Verification

CERTIFICATE HOLDER **CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

SCRIMGEOUR'S FARM ALL, LLC

submits this proposal for the following project:
(NAME OF COMPANY)

Building/ Structure Demolition for:

Location: 5641 George Island Landing Road, Stockton, Maryland 21864

A. Proposal Pricing

a. Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration

\$ 24,750.00

b. List Exceptions to the Scope of Work

NONE

B. Addendum Acknowledgement

Addendum # _____ - Signature [Signature]

C. Maryland Licensed Material Inspection Contractor

Company Name: AIM Service, Inc

Company Contact: Miller

MD License: M48-00-501

Phone Number: 443-859-8009 Bky Code

D. Bid must be signed to be considered

Date: 6-12-2021

Signature: [Signature]

Name: HAROLD SCRIMGEOUR

Company: SCRIMGEOUR'S FARM ALL, LLC

Mailing Address: 5728 George Island Landg Rd
STOCKTON MD 21864

Telephone: 410-251-6926

MD License: 23482809

Beauchamp Construction : submits this proposal for the following project:
(NAME OF COMPANY)

Building/ Structure Demolition for:

Location: 5641 George Island Landing Road, Stockton, Maryland 21864

A. Proposal Pricing

a. Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration
\$ 27,500

b. List Exceptions to the Scope of Work
N/A

B. Addendum Acknowledgement

Addendum # _____ - Signature _____

C. Maryland Licensed Material Inspection Contractor

Company Name: Fishers Environmental, LLC

Company Contact: Lance Fisher

MD License: M21-22-075

Phone Number: 443-359-5192

D. Bid must be signed to be considered

Date: 7-18-21

Signature: Kimberly Aydelotte

Name: Kimberly Aydelotte

Company: Beauchamp Construction

Mailing Address: P.P. Box 389, Pocomoke, MD 21851

Telephone: 410-957-1100

MD License: 6931

Site Services : submits this proposal for the following project:
(NAME OF COMPANY)

Building/ Structure Demolition for:
Location: 5641 George Island Landing Road, Stockton, Maryland 21864

A. Proposal Pricing

a. Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration

\$25,150.00

b. List Exceptions to the Scope of Work Twenty Five Thousand One Hundred and fifty dollar
None

B. Addendum Acknowledgement

Addendum # NA - Signature 

C. Maryland Licensed Material Inspection Contractor

Company Name: IH Services Inc.

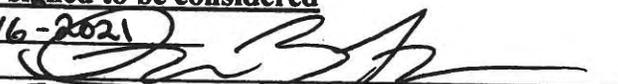
Company Contact: Scott Richardson

MD License: 107419 (Please call for additional licensing info)

Phone Number: 443-463-8973

D. Bid must be signed to be considered

Date: 6-16-2021

Signature: 

Name: Jessica B Isottles

Company: Site Services

Mailing Address: 2831 Conowingo Rd Suite C
Bel Air, Maryland 21015

Telephone: 410-645-1864

MD License: 12341748

State of Maryland Certified MBE/WBE/SBE

No. 19-292



2231 Conowingo Road Suite C
Bel Air, Maryland 21015
410-645-1864

June 16, 2021

Site Services Evidence of Experience:

Project: Fahreny Keedy Water Treatment Plant Razing

Description: Abate hazardous materials, divert stream, demolish water plant above ground structures, demolition below ground concrete water holding cells and hauled off debris, install curb box extensions, install gate valves to existing incoming water pipes (for possible future use by DNR) input fill dirt and top soil as needed to establish correct grade and hydroseed/stabilize all disturbed areas.

Date: June 2021

Contact Name: Belvie Mann

Contact Email: Belvie.mann@maryland.gov

Contact Phone: 301-777-2349

Value: 33.7K

Project: Razing of Pool House

Description: Abate hazardous materials, abandon/cap wells & collapse septic as needed, demolish house and hauled off debris, input fill dirt and top soil as needed to establish correct grade and hydroseed/stabilize all disturbed areas.

Date: December 2020

Contact Name: Mike Nutile

Contact Email: mike.nutile@maryland.gov

Contact Phone: 443-433-8771

Value: 13.6k

Project: Razing of Shop Building #7 & Trailer #14

Description: Abate hazardous materials, abandon/cap wells & collapse septic as needed, demolish structures and hauled off debris, input fill dirt and top soil as needed to establish correct grade and hydroseed/stabilize all disturbed areas.

Date: September 2020

Contact Name: Mike Nutile

Contact Email: mike.nutile@maryland.gov

Contact Phone: 443-433-8771

Value: 30.9k

Project: Oswald Razing

Description: Cut road to access structures, abate hazardous materials, abandon/cap wells & cisterns as needed, demolish: two houses, barns, garage and other miscellaneous outbuildings and hauled off debris, input fill dirt and top soil as needed to establish correct grade, and hydroseed/stabilize all disturbed areas.

Date: August 2020

Contact Name: B. Leroy Mann
Contact Email: belvie.mann@maryland.gov
Contact Phone: 443-569-2012
Value: 38.5k

Project: Delaware Army National Guard – Combined Support Maintenance Facility Demo
Date: On going
Description: NDA
Contact Name: Luc Desilets
Contact Email: ldesilets@dxiconstruction.com
Contact Phone: 443-966-5961
Value: 96k

Project: Demolition of 100 Woody Brown Road for Cecil County, Maryland
Description: Demolition house condemned due to house fire, cap well and all other utilities for future use, repair/stabilize disturbed areas including hydroseeding.
Date: May 2020
Contact Name: Connie Kamit
Contact Email: purchasingoffice@ccgov.org
Contact Phone: 410-996-5395
Value: 19.9k

Project: Fair Hill Special Event Zone Demo
Description: Demolish and remove 3 sets of bleachers (one set requiring lead paint containment and air sampling), demolished over a mile of race track rail, other fences and small structures.
Date: December 2019
Contact Name: Levi Lloyd
Contact Email: llloyd@dxiconstruction.com
Contact Phone: 410-879-8055
Value: 564k

Project: Eastgate A – Demolition of Three Houses
Description: Abate hazmat materials, demolish houses and all out buildings, abandon wells, cap public utilities, collapse septic, repair/stabilize disturbed areas including hydroseeding.
Date: December 2019
Contact Name: Levi Lloyd
Contact Email: llloyd@dxiconstruction.com
Contact Phone: 410-879-8055
Value: 143k

Project: Demolition of Three Houses for Maryland Aviation Administration
Description: Abate hazmat materials, demolish houses and out buildings, abandon wells, cap utilities, pump & collapse septic, repair/stabilize disturbed areas including hydroseeding.
Date: July 2019
Contact Name: Randy Dickinson / Steve Kline
Contact Email: rdickinson@bwairport.com / skline@bwairport.com
Contact Phone: 410-446-1651 / 410-859-7383
Value: 78k

90 Bel Air



State of Maryland License

SITE SERVICES LLC
2231 CONOWINGO ROAD
BEL AIR MD 21015

SITE SERVICES LLC
2231 CONOWINGO ROAD
BEL AIR MD 21015

12837252

12341748

17330457

21

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE
MO DAY YR
04/08/2021

MONTHS PAID
12

ISSUING FEES	2.00		
TOTAL	17.00	AMOUNT PAID	17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2022**

ISSUED BY
JAMES J. REILLY, CLERK OF CIRCUIT COURT
20 WEST COURTLAND STREET
BEL AIR, MARYLAND 21014 (410)838-4952

LOE

The information below is for the Clerk's Office use only, customers can disregard.

These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first



12510351 23417485112837252

Scan this one second



15.00\$10.00\$10.00\$10.00\$12.00

SITE SERVICES, LLC: W18628735

▲ Notice

Effective July 1, 2021, SDAT no longer charges a base filing fee for the cancellation, dissolution, or termination of a registered business. Please be mindful that neither cancellations, dissolutions, or terminations submitted before July 1, 2021, nor resubmissions of these filings through a transaction originally completed before July 1, 2021, will be eligible for a refund.

Please be aware of an **ongoing scam** in which newly registered businesses are being instructed to send additional payment in order to obtain a Certificate of Status. *Any 3rd party solicitation from a company attempting to represent the 'Maryland Secretary of State' via mail or email should be fully vetted before submitting additional payment information.*

Department ID Number:

W18628735

Business Name:

SITE SERVICES, LLC

Principal Office: 301 PROSPECT MILL ROAD
BEL AIR MD 21015**Resident Agent:** JESSICA B TSOTTLES
301 PROSPECT MILL ROAD
BEL AIR MD 21015**Status:**

ACTIVE

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

DOMESTIC LLC

Business Code:

20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration:

02/28/2018

State of Formation:

MD

Stock Status:

N/A

Company Info

Company

eMMA Vendor ID	Tax ID Type
SUP015635	EIN
Company / DBA / Trade Name	Federal Tax ID
Site Services LLC	824591910
Legal Name	Organization Type
Site Services LLC en	Sole Ownership
Web Site	Year Founded
Site Services 	
Business Description	

General Business Address

Address	
2231 Conowingo RD	
Address Line 2	
City	Zip Code
BEL AIR en	21015
Country	State
UNITED STATES	Maryland
Company Telephone	Company Fax
4106451864	
Company Email	

Procurement Programs

State Programs

For information regarding the programs listed below, click here.

Is your company currently enrolled in the following programs?

Small Business Reserve (SBR)	SBR Certification #
Yes	SB21-014558
Veteran-Owned Small Business Enterprise (VSBE)	*Apply for the VSBE Program?
No 	No
Minority-Owned Business Enterprise (MBE)	*MBE Certification #
Yes 	19-292

Federal Programs

For information regarding certification for the programs listed below, click here.

Is your company enrolled in the following programs?

Disadvantaged Business Enterprise (DBE)
No

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Site Services, LLC. DBA Site Services, LLC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Greater DMV, a WBENC Regional Partner Organization.

Certification Granted: July 30, 2020

Expiration Date: July 30, 2022

WBENC National Certification Number: WBE2001869



Sandra Eberhard, President & CEO Women's
Business Enterprise Council Greater DMV

WBENC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE CENTER
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 237110, 238910, 561730
UNSPSC: 70131503

19-14

Great Lakes
Women's
Business
COUNCIL

WOMEN'S
BUSINESS
ENTERPRISE

WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

WOMEN'S
BUSINESS
ENTERPRISE
DEVELOPMENT
CENTER

WBENC METRONY

WBEA

WBENC EAST

WBENC FLORIDA

WBENC ORV

WBENC PACIFIC

WBENC SOUTH

WBENC WEST

ITEM 19

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



OFFICE OF THE
 COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
 ANTHONY W. BERTINO, JR.
 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland

21863-1195

MEMORANDUM

TO: *The Daily Times Group and Ocean City Today Group*
 FROM: Weston S. Young, Assistant Chief Administrative Officer
 DATE: June 2, 2021
 RE: Notice to Bidders

Please print the attached notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on June 10, 2021 and June 17, 2021.

NOTICE TO BIDDERS

Demolition
5641 George Island Landing Road
Stockton, Maryland 21864

Worcester County, Maryland

The County Commissioners of Worcester County, Maryland are currently accepting bids for the demolition of a structure located at 5641 George Island Landing Road, Stockton, Maryland. Bid specification packages and bid forms may be obtained from the Office of the County Commissioners, Worcester County Government Center, 1 West Market Street, Room 1103, Snow Hill, Maryland, 21863 or by calling the County Commissioners' Office at 410-632-1194 to request a package by mail and are also available online at www.co.worcester.md.us. Any questions must be submitted in writing to the Department of Development Review and Permitting, Government Center, 1 West Market Street, Room 1201, Snow Hill, Maryland 21863 no later than 1:00 p.m. EST on Wednesday, June 16, 2021. Sealed bids will be accepted until **1:00 p.m. EST on Monday, June 21, 2021**, in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Demolition of 5641 George Island Landing Road, Stockton, MD**" in the lower left-hand corner. After opening, bids will be reviewed and a recommendation prepared for the County Commissioners for their consideration at a future meeting. In awarding the bid, the County Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Edward A. Tudor, Director, Development Review and Permitting at the above address or by email at etudor@co.worcester.md.us. Email correspondence is encouraged.

Worcester County Maryland
Request For Proposal
Building/Structure Demolition

Location of Work: 5641 George Island Landing Road, Stockton,
Maryland 21864
Worcester County Contract: Nuisance Abatement Order #20-2
Proposal Due: By 1:00 P.M. Monday, June 21, 2021

1. Description of Work

- a. The structure at the above location will be demolished and completely removed from the property. The structure is not occupied and has been declared by the Commissioners of Worcester County to be a public nuisance. The demolition includes the removal of the entire structure and its contents, proper disposal of all material and debris, the cutting and disposal of all vegetation to allow access, and the restoration of the site. Demolition by fire is not acceptable.

2. Scope of Work

- a. Hazardous Materials Survey
 - i. Conduct a hazardous materials survey of the structure and property. The survey must be conducted by an approved vendor, licensed by the State of Maryland. Results of the survey are to be provided to Worcester County prior to demolition activities.
 - ii. Removal of any asbestos or other hazardous substances identified in the survey shall be completed by a licensed contractor in accordance with State and Federal Regulations.
 - iii. The cost for removal of any identified hazardous material may be considered a change order to the original cost of the contract. Prior approval of the change order must be completed, in writing, with Worcester County. Any hazardous material removal in excess of \$10,000 requires at least three proposals from licensed contractors.
- b. Rodents, Pests and Animals
 - i. Inspect the structure and contents to the extent possible for rodents, pests and animals prior to any site demolition.
 - ii. Extract any Rodent, Pests or Animals by appropriate means prior to demolition activities.
- c. Work areas, Adjacent Properties and Access
 - i. Establish safe work areas for demolition operations.
 - ii. Secure agreements with adjacent property owners if necessary to carry out the demolition.
 - iii. Establish loading and hauling routes with State and County agencies and conduct traffic control if required.
 - iv. Post and barricade work area to assure safety. The contractor shall provide, erect and maintain at all times suitable barricades, fences, signs or

other adequate protection (including danger lights, area lights, signals, watchmen) as may be necessary to ensure site safety.

- v. The Contractor shall supply sanitary facilities for site use by workers. All facilities shall be maintained and comply with local State health standards.
- d. Permits
- i. Secure all necessary permits or certificates required to complete the demolition in accordance with Federal, State and Local jurisdictions.
 - ii. Permits include but are not limited to:
 - 1. Worcester County Demolition Permit in cooperation with the County. (No fee will be required.)
 - 2. Worcester County Sediment and Erosion Control if area disturbed for demolition exceeds 5,000 Square feet.
 - 3. Maryland Department of Environment Notification of Intent to Demolish (800-633-6101).
- e. Utility Services
- i. Coordinate the safe removal of all utilities that serve the structure, including electric, phone, cable television, sewer and water by the appropriate utility company.
 - ii. Secure and maintain an updated Miss Utility ticket.
 - iii. All utilities and piping to be cut off and capped before entering the building to be completed prior to demolition.
- f. Demolition
- i. Demolish designated structure/s, including all foundations, footings, slab, below and above grade components and related appurtenances. Crush and fill septic tanks identified onsite by County personnel. Locate and have abandoned any wells on site by a licensed well driller as directed by the County Department of Environmental Programs.
 - ii. Execute all demolition work in a safe, orderly manner. Barricade site and cover as necessary to protect all pedestrians, workmen and adjacent properties. Control dusting associated with the demolition.
 - iii. Avoid encroachment on adjacent properties. Contact all adjacent property owners prior to demolition. If encroachment is required to safely execute work, complete agreement in writing with adjacent owners and provide to County prior to site demolition work. The demolition contractor shall repair any damage to adjoining properties, buildings, vehicles, buildings, landscaping, soils, etc. resulting from the demolition or demolition operations.
 - iv. Provide, if necessary, an erosion and sediment control plan and, once approved, all onsite measures required by the approved plan.
- g. Restoration of Site
- i. Backfill any excavated and below exterior grade area as a result of the demolition.
 - ii. Provide and place clean AASHTO A-2-4 backfill material as required to level site.

iii. Areas damaged and disturbed by the demolition shall be re-seeded with appropriate ground cover and covered with straw. Backfill shall be stabilized.

h. Disposal

- i. All demolition material, branches, vegetation, trash and debris shall become the property of the Contractor and be promptly removed from site. Contractors shall not be permitted to bury, store, stage or allow debris to accumulate at site. Any salvage operation is not permitted to continue at site beyond building demolition.
- ii. Transport demolition waste materials from the site and dispose of at a legal offsite disposal area. Provide documentation of disposal in a legal landfill or recycler. Documentation of proper disposal will be required to release final payment of funds.
- iii. On completion of the demolition, the property and adjacent areas shall be neat and clean to the satisfaction of the Project Manager, County and State inspectors.

3. Schedule of Work

- a. Work will proceed when released by Worcester County. Proposals shall include contractor's first available date for work at site.
- b. All work shall be scheduled between the hours of 7:00 am and 8:00 pm on weekdays and 9:00 am to 8:00 pm weekends.

4. Proposal Requirements

- a. Pricing shall be proposed as lump sum for the entire project. Hazardous material investigation shall be included with the lump sum proposal. Actual hazardous material abatement costs shall be identified and submitted as a change order for approval by the Commissioners of Worcester County Maryland, if required.
- b. A separate contract with Worcester County may be required prior to the completion of this work.
- c. Proof of Insurance is required to be provided and accepted by Worcester County.
- d. The proposals will be evaluated and awarded based on best overall value. Worcester County reserves the option to reject any and all proposals.
- e. By submitting a proposal, the Contractor acknowledges that they have investigated the work and all conditions affecting the work, including but not limited to physical conditions of the site, access to water, electric and other utilities, the character and quantity of all surface and subsurface materials or obstacles to be encountered. Failure to adequately investigate the work will not relieve the responsibility to successfully perform the work.
- f. Discrepancies and incomplete information requests shall be submitted to Worcester County by the contractor prior to the proposal due date.
- g. Contractors must be licensed in the State of Maryland to perform the services requested. Contractors may be required to provide proof of experience and references at the request of Worcester County.

- h. Payment shall be governed by the award amount. Worcester County will not pay for incomplete work. 10% retention will be held until final disposal documentation and final release of liens is provided to Worcester County.
- i. Proposals are requested by 1:00 pm Monday, June 21, 2021 provided to Worcester County Administration, 1 West Market Street – Room 1103, Snow Hill, Md. 21863. Proposals shall be submitted in a sealed envelope which must be marked in the lower left-hand corner as follows: “Bid for Demolition Services of 5641 George Island Landing Road, Stockton, MD.” Proposals must include any exceptions pertaining to this scope of work. Complete and return the attached bid form by the proposal due date.

_____: submits this proposal for the following project:
(NAME OF COMPANY)

Building/ Structure Demolition for:

Location: 5641 George Island Landing Road, Stockton, Maryland 21864

A. Proposal Pricing

a. Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration
\$ _____

b. List Exceptions to the Scope of Work

B. Addendum Acknowledgement

Addendum # _____ - Signature _____

C. Maryland Licensed Material Inspection Contractor

Company Name: _____

Company Contact: _____

MD License: _____

Phone Number: _____

D. Bid must be signed to be considered

Date: _____

Signature: _____

Name: _____

Company: _____

Mailing Address: _____

Telephone: _____

MD License: _____

TEL: 410-632-1194
 FAX: 410-632-3131
 E-MAIL: admin@co.worcester.md.us
 WEB: www.co.worcester.md.us



OFFICE OF THE
 COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
 CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
 ANTHONY W. BERTINO, JR.
 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

Worcester County

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

MEMORANDUM

TO: Worcester County Commissioners
 FROM: Weston S. Young, Incoming Chief Administrative Officer *WSY*
 DATE: June 30, 2021
 RE: American Rescue Plan Act of 2021 (ARPA) Funds

Earlier this month we received the first half of the ARPA funds directed to Worcester County, totaling \$5,077,000. The second half of the funding will be received in approximately a year from now. The deadline to spend all funds is December 31, 2024.

These funds may be utilized by the county only if it meets one of the following criteria:

1. Respond to the public health emergency with respect to the COVID-19 or its negative economic impacts
2. Provide premium pay to eligible workers of the county
3. For the provision of government services to the extent of the reduction in revenue, or
4. Make necessary investments in water, sewer or broadband infrastructure.

Similarly, with the funds received through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES), we will have to file periodic reports and coordinate with our state and federal contacts on expenditures. We have currently fully expended all available CARES funding.

I believe it is prudent to discuss how we intend to allocate the first half of the ARPA funding. Each request, if granted, should be done so conditionally pending it is vetted through our state and federal contacts. Failure to comply with the provisions of the ARPA guidance will require the county to repay the U.S. Treasury.

We have had several conversations regarding the need for broadband throughout the county and efforts have been made by the Director of IT to identify and work with Internet Service Providers (ISPs) to accomplish this goal. While there are various factors that can impact costs of installing broadband (aerial versus underground with conduit, crossing railroads or waterbodies, right of way available, etc.), we've calculated a rough estimate that a mile of broadband will cost \$100,000. We have two ISPs openly interested in providing this service throughout our county and any funds dedicated to this effort will be

competitively distributed. We also have a specific request from Maryland Broadband Cooperative, detailed below, that is also a key part in our broadband effort.

To date, we have allocated \$512,500 at the June 15, 2021 Commissioners’ Meeting to assist with the Lewis Road sewer expansion project. This leaves \$4,564,500 in the first half of our ARPA funds.

We have received the following requests for use of our ARPA funds:

County Water and Sewer Projects

Ocean Pines Sanitary Service Area (SSA) – Pines Plaza Commercial Area = \$150,000 (estimated)

Ocean Pines SSA – Gum Point Road Community = \$200,000

Ocean Pines SSA – St. Martins by the Bay = \$50,000 to \$100,000

Mystic Harbour SSA – Solids Handling Equipment = \$200,000 Pages 3-4

Mystic Harbour SSA – Design of Interconnection to Riddle Farm = \$50,000

Newark SSA – Water Tower Debt Paydown = \$300,000 (estimated)

Maryland Broadband Cooperative

Upgrade Berlin Point-of-Presence (POP) = \$240,000

Establish Network Diversity = \$340,000 Pages 5-6

Create a New POP in Worcester = \$240,000

Worcester County Health Department

Mental Health Clinic – Reduction in Revenue = \$464,667 Page 7

Dental Health Clinic – Reduction in Revenue = \$81,022

Specific Fire Department Requests

Ambulance for Showell = \$275,172 Pages 8-9

Rescue Boat for Stockton = \$35,000

County Projects

Jail HVAC Ventilation Project = \$5,000,000 Pages 10-15

Tyler Technology Online Permitting Program = \$557,375

I have included the requests that I have received as of the date of this memo. By only focusing on the first half of the ARPA funding we can address future issues in the coming year. As mentioned above, I suggest any requests granted are done so conditional on approval.

TABLE 1: ARPA WATER AND SEWER PROJECT LISTING

Project Number	Sanitary Service Area and/or Sub Area	Funding Specifics	
		Project Detail	Funding Request
1	Landings – Lewis Road Community	Use of funds to pay down the USDA loan for the sewer connection project to assist the community with lower annual sewer O&M costs as a result of the provision of this debt relief.	\$500,000 Approved 6/15/21
2	Landings – Lewis Road Community	One time only grant to existing community members with septic for assistance with sewer connection and septic closure costs	\$70,000 (could alternatively be from general fund) Approved 6/15/21
3	Ocean Pines – Pines Plaza Commercial Area	Assistance with paydown of the remaining balance on the General Fund loan to help fund the extension to the subarea of public water and sewer.	\$150,000 (estimated)
4	Ocean Pines – Gum Point Road Community	Assistance with paydown of the remaining balance on the General Fund loan to help fund the extension to the subarea of public sewer.	\$200,000
5	Ocean Pines – St. Martins By the Bay Community	Assistance with the extension of public water to the community.	\$50,000 to 100,000 seed money for estm. \$780k project– provided community accepts USDA grant/loan package
6	Mystic Harbour	Assistance with solids handling equipment upgrades – in FY 22-FY 26 CIP	\$200,000 assistance money – out of a \$3.2MM project cost estimate
7	Mystic Harbour	Design engineering costs for interconnection of Mystic and Riddle Farm	\$50,000

ITEM 20

Project Number	Sanitary Service Area and/or Sub Area	Funding Specifics	
		Project Detail	Funding Request
		water systems to provide redundancy for all of the northern County water system to produce a shovel ready project for funding applications.	
8	Newark	Pay down the debt on the water tower loan to reduce operating expenses for the service area's water bills.	\$300,000 (estimated)

Weston S. Young

From: Brian Jones
Sent: Monday, June 21, 2021 2:56 PM
To: Weston S. Young
Subject: FW: *EXTERNAL*:Thanks for the Meeting

Weston,

I just got an updated request from Maryland Broadband COOP. The email is self-explanatory.

Thanks

Brian K. Jones
Director
Worcester County Department of Information Technology



bjones@co.worcester.md.us
Direct 410-632-9301
(W) 410-632-5610 X1522

From: Drew VanDopp <dvandopp@mdbc.us>
Sent: Monday, June 21, 2021 2:53 PM
To: Brian Jones <bjones@co.worcester.md.us>
Subject: *EXTERNAL*:Thanks for the Meeting

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Brian,

Good afternoon. I wanted to thank you for taking the time to meet with me on Monday the 14th to discuss all the exciting things Maryland Broadband has going on in Worcester County. And, quite obviously, I appreciated your perspective on the transformational projects Worcester County has under review as well. It's an extraordinary time for broadband in the state of Maryland, but as we have for more than a decade, I am highly confident Maryland Broadband and Worcester County will continue to partner on projects that inure to the benefit of your communities and the fulfilment of our missions.

In case we want to revisit anything in the future, I thought I'd share my notes on the update I provided. Please feel free to add or edit as you see fit.

ITEM 20

1. Cell Service Expansion: We've been carrying highspeed circuits filled with cell traffic out of Worcester County for almost ten years. I think we're up to 13 sites in Worcester County now from Pocomoke to Bishopville. However, what I think is great is the growth in capacity we're seeing. We started with 2 towers, for one cell carrier, at 50Mbs. Now we're carrying traffic for 3 cell carriers, a fourth is interested, and most of the towers have upgraded to 1Gig with plans to expand up to as much as 10Gig. That's 10Gig capacity at each tower. More on that later.
2. New RDOF Circuits: As you know, Talkie Communications has embarked on their builds in the County to support their responsibilities related to the FCC's RDOF program. Talkie is a member, and as the middle-mile transport network across the state, and one of the major fiber owners in the area, Maryland Broadband is working closely with Talkie on a network design to help them reach every corner of Worcester County.
3. Network Diversity: We are in conversations with DPL about completing a diverse fiber path through Delaware. Completing this project would insulate all of our services in Worcester County from fiber cuts that occur south of Cambridge.
4. Optical Network Upgrade: The demand for greater capacity is exploding, not just for cell services as I mentioned earlier, but for all of our transport products. We would like to upgrade our backhaul network equipment to meet these demands, and have a strategy for deploying 100Gig capabilities ubiquitously across the network. In Worcester County we want to upgrade our Point-of-Presence (POP) in Berlin, and depending on Talkie's growing needs, we may place a second POP in or near Pocomoke. As we upgrade our network, which could benefit every member ISP operating in Worcester County, there may be an opportunity for the County to assist. We're asking counties that have unobligated CARES ACT grant funds, if they could grant some small portion of those monies to us so that we can upgrade our equipment and capabilities supporting their county. If that is something you think the County might be interested in helping with allow me share some cost details.
 - i. Costs for equipment and service capability upgrades in each of our POPs is approximately \$240,000 per location. Therefore we would request grant funds of **\$240,000** for the existing Berlin POP, and an additional \$240,000 for any new POPs in Pocomoke or elsewhere that may be requested as part of the Worcester County's overall plan with the service providers.
 - ii. Also, as mentioned in 3 above, we'd like to complete the goal of physical diversity off the shore for all services in Worcester County; including ISPs, Healthcare providers, NG-911 and Cell Service. We estimate this cost at **\$340,000** to cover a new POP between Ocean City and Elkton, as well as a mile long fiber build.
 - iii. In sum our request for grant funds is as follows:
 1. Upgrade Berlin POP \$240,000
 2. Establish Diversity \$340,000 or \$580,000 in total
 3. New Worcester POP \$240,000 or \$820,000 in total

Again, it was great to talk with you. Let me know if there is anything you need me to do to help with this process.

Thanks you,

Drew

Drew Van Dopp
President & CEO
MDBC
410-341-MDBC(6322)
443-783-3983 m
410-341-6327 f

Weston S. Young

From: Rebecca Jones -MDH- <rjones@maryland.gov>
Sent: Friday, June 4, 2021 4:05 PM
To: Weston S. Young; Harold Higgins; Phil Thompson; Candace Savage; Kathy Whited
Cc: David Beach -MDH-
Subject: *EXTERNAL*:ARPA Request

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Good Afternoon All-

Thank you for the opportunity to submit our ARPA funding request for consideration. Based on the review of our fee for service programs, our Mental Health Clinic and our Dental Clinic have been the most severely impacted during this past year due to COVID. We are projecting the following losses:

Mental Health Clinic: \$464,667
Dental Clinic: \$81,022

We are the largest Behavioral Health provider in the county offering services to children, youth and adults. Our Dental Clinic provides services to children and adolescents up to 21 years of age.

Please let me know if you have any additional questions.

Take care and I hope you have a great weekend!

Becky

--

Rebecca L. Jones RN, BSN, MSN
Health Officer
Worcester County Health Department
6040 Public Landing Road
Snow Hill, Maryland 21863
Phone: 410-632-1100 ext. 1030
Fax: 410-632-1119
Email: rjones@maryland.gov

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Term Proposal
February 5, 2021



FREEDOM
— FINANCIAL —

Jack Jackson
144 Freedom Blvd
Yorktown, VA 23692
(757) 234-7424

Showell Volunteer Fire Dompny, MD

Freedom Financial is pleased to present the following term sheet. Lease-Purchase terms are for discussion purposes only and subject to acceptance of financial documentation and credit approval. Please note that rates are not locked and are subject to adjustment at time of transaction funding date. Lease-Purchase must qualify for Federal Income Tax Exempt status for the lessee.

Equipment: (1) Dodge 5500 4X2 Road Rescue Ambulance
Unit Cost: \$275,172
Down Payment: \$0
Amount Financed: \$275,172
Frequency of Payments: Annual
First Payment Due: (1) Year after Loan Commencement

Term:	5 Years	7 Years
Payments:	\$61,741.65	\$45,931.05
Rate:	3.96%	4.05%

Freedom Financial is providing this information for discussion purposes only in anticipation of engaging in a commercial, arm's length transaction. Freedom Financial is not acting as a municipal advisor, financial advisor or fiduciary to any person or entity. Please consult with your own legal, accounting, tax, financial, and other advisors to the extent you deem appropriate.

Weston S. Young

From: Charles Jerscheid <stocktonchief251@gmail.com>
Sent: Tuesday, June 29, 2021 10:26 PM
To: Weston S. Young
Cc: Neil Payne"
Subject: *EXTERNAL*:Grant money

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Weston the project is something we the Stockton vfc have had on back burner especially with the issues that have been presented over the last year

As you may be aware our rescue boat is a 1980 Boston whaler 16 ft it actually belonged to the greenbackville fire department. They gave it to us about 9 years ago because they didn't have the ability to run it and maintain it. We placed in service at that time as rescue boat 2.

We are 1 of 2 boats on the south end of the county. And actuality boat 2 and 4 are the only boats on trailers in the county.

As you know I reached out to state senator caroza to see about possible grants and or possibly of getting a older boat from DNR. We are looking to get a bit bigger vessel to accommodate and handle potential increase in calls and people associated with the river boat as well as our water area in the back bays.

We would be asking for \$35,000.00 dollars what ever we did not use we would return to the county to be redistributed. We also would upon purchase or recieving of a newer boat offer our current boat to the pocomoke fire department for them to have if they so wanted.

We would run and assist any agency within the county as well as our mutual aid areas.

Thank you for your assistance in this matter.

Weston S. Young

From: Bill Bradshaw
Sent: Tuesday, June 29, 2021 4:05 PM
To: Weston S. Young
Subject: RE: ARPA Jail Ventilation

Weston:

The current estimate for the Phase 2 improvements for the jail is \$11.9 million from Gipe. This principally includes new Heating & Ventilating systems for the original housing units and work release areas, roof replacement (1980's vintage roof), HVAC for remaining corridors (majority were conditioned in phase 1), exterior steel coating, building HVAC controls, HVAC addition in the 2008 Multipurpose room and adjacent corridor, kitchen area door replacements, and smoke alarm systems replacements in affected areas.

Based on preliminary understanding of grant applicability for current COVID relief and recovery/infrastructure projects, ventilation improvements may be included. The work currently estimated includes \$5.0 to \$5.5 million in ventilation improvements for the housing units. This project would increase ventilation in the original housing units to current standards. This requires removal and replacement of ductwork, roof H&V equipment and associated equipment.

The current design and specifications are at 95% complete. We can structure the bids for breakout as needed but we will need to provide direction.

I hope this helps with your memo as the housing units H&V equipment is 40 years old. There is no space temperature control in the individual housing units. Please let me know if there are further questions.

Thanks.

From: Weston S. Young <weston.young@co.worcester.md.us>
Sent: Tuesday, June 29, 2021 2:08 PM
To: Bill Bradshaw <bbradshaw@co.worcester.md.us>
Subject: RE: ARPA Jail Ventilation

Thank you! I'm planning on working on the ARPA memo tonight, so this will be helpful.

From: Bill Bradshaw
Sent: Tuesday, June 29, 2021 2:01 PM
To: Weston S. Young <weston.young@co.worcester.md.us>
Subject: RE: ARPA Jail Ventilation

Yes I have a decent estimate from Gipe so we will break that out today. Thanks.

From: Weston S. Young <weston.young@co.worcester.md.us>
Sent: Tuesday, June 29, 2021 1:47 PM
To: Bill Bradshaw <bbradshaw@co.worcester.md.us>
Subject: ARPA Jail Ventilation

Bill:



Quoted By: Steve Simmons
 Date: 12/9/2020
 Quote Expiration: 12/31/2020
 Quote Name: Worcester County - ERP - EnerGov
 Quote Number: 2019-87840-2
 Quote Description: EnerGov

Sales Quotation For

Worcester County
 1 W Market St
 Snow Hill, MD 21863-1085
 Phone +1 (410) 632-1194

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Additional:					
EnerGov Advanced Automation Bundle	1	\$6,735.00	40	\$7,000.00	\$0.00
MyCivic Bundle (Limited Use)	1	\$8,250.00	40	\$7,000.00	\$0.00
TOTAL:		\$14,985.00	80	\$14,000.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGov Citizen Self Service - Community Development	\$30,000.00	32	\$5,600.00	\$0.00	\$35,600.00	\$6,600.00
EnerGov Community Development Suite (30)	\$90,000.00	760	\$133,000.00	\$30,550.00	\$253,550.00	\$19,800.00
EnerGov Core Foundation Bundle	\$5,500.00	24	\$4,200.00	\$0.00	\$9,700.00	\$1,210.00
EnerGov e-Reviews	\$54,000.00	104	\$18,200.00	\$0.00	\$72,200.00	\$11,880.00
EnerGov iG Workforce Apps (10)	\$10,000.00	32	\$5,600.00	\$0.00	\$15,600.00	\$2,200.00
EnerGov Report Toolkit	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$1,100.00
EnerGov View Only License	\$699.00	0	\$0.00	\$0.00	\$699.00	\$154.00
Tyler 311/Incident Management	\$24,750.00	80	\$14,000.00	\$0.00	\$38,750.00	\$5,445.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Content Manager SE - EnerGov Community Development - G	\$0.00	0	\$0.00	\$8,000.00	\$8,000.00	\$0.00
Tyler GIS (30)	\$15,000.00	0	\$0.00	\$0.00	\$15,000.00	\$3,300.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$11,902.00
Sub-Total:	\$234,949.00		\$180,600.00	\$38,550.00	\$454,099.00	\$63,591.00
<i>Less Discount:</i>	<i>\$23,425.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$23,425.00</i>	<i>\$0.00</i>
TOTAL:	\$211,524.00	1032	\$180,600.00	\$38,550.00	\$430,674.00	\$63,591.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Community Development Forms Library (5 Forms)	1	\$8,925.00	\$0.00	\$8,925.00
Project Management	112	\$175.00	\$0.00	\$19,600.00
TCM Conversion - Implementation	32	\$175.00	\$0.00	\$5,600.00
TOTAL:				\$34,125.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$211,524.00	\$63,591.00
Total SaaS	\$0.00	\$14,985.00
Total Tyler Services	\$267,275.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$478,799.00	\$78,576.00
Contract Total	\$557,375.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Community Development - Conversion	\$30,550.00	\$0.00	\$30,550.00
Tyler Content Manager SE - EnerGov Community Development	\$8,000.00	\$0.00	\$8,000.00
TOTAL:			\$38,550.00

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Optional SaaS

One Time Fees	
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Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
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Productivity:

EnerGov Community Development Insights	1	\$11,000.00	0	\$0.00	\$0.00
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Additional:

MyCivic Bundle	0	\$20,000.00	96	\$16,800.00	\$0.00
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	TOTAL:	\$31,000.00	96	\$16,800.00	\$0.00
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Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

Tyler Content Manager SE - EnerGov Business Management - G	\$0.00	0	\$0.00	\$7,000.00	\$7,000.00	\$0.00
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TOTAL:	\$0.00	0	\$0.00	\$7,000.00	\$7,000.00	\$0.00
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Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
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Tyler Content Manager SE - EnerGov Business Management	\$7,000.00	\$0.00	\$7,000.00
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TOTAL:			\$7,000.00
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Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Additional:

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov Citizen Self Service - Community Development	\$30,000.00	\$3,000.00	\$27,000.00	\$6,600.00	\$0.00	\$6,600.00
EnerGov Community Development Suite (30)	\$90,000.00	\$9,000.00	\$81,000.00	\$19,800.00	\$0.00	\$19,800.00
EnerGov Core Foundation Bundle	\$5,500.00	\$550.00	\$4,950.00	\$1,210.00	\$0.00	\$1,210.00
EnerGov e-Reviews	\$54,000.00	\$5,400.00	\$48,600.00	\$11,880.00	\$0.00	\$11,880.00
EnerGov iG Workforce Apps (10)	\$10,000.00	\$1,000.00	\$9,000.00	\$2,200.00	\$0.00	\$2,200.00
EnerGov Report Toolkit	\$5,000.00	\$500.00	\$4,500.00	\$1,100.00	\$0.00	\$1,100.00
EnerGov View Only License	\$699.00	\$0.00	\$699.00	\$154.00	\$0.00	\$154.00
Tyler 311/Incident Management	\$24,750.00	\$2,475.00	\$22,275.00	\$5,445.00	\$0.00	\$5,445.00
Tyler GIS (30)	\$15,000.00	\$1,500.00	\$13,500.00	\$3,300.00	\$0.00	\$3,300.00
Tyler System Management Services Contract	\$0.00	\$0.00	\$0.00	\$11,902.00	\$0.00	\$11,902.00
TOTAL:	\$234,949.00	\$23,425.00	\$211,524.00	\$63,591.00	\$0.00	\$63,591.00

TEL: 410-632-1194
FAX: 410-632-3131
E-MAIL: admin@co.worcester.md.us
WEB: www.co.worcester.md.us



OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

Snow Hill, Maryland

21863-1195

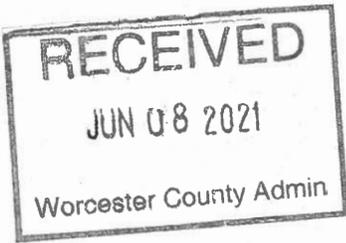
HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICEPRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Assistant Chief Administrative Officer
DATE: June 30, 2021
RE: Work Session on Proposed Agritourism Bill

Administration, Development Review and Permitting, and Economic Development/Tourism staff met regarding a proposed agritourism bill. We are requesting a work session to go over the changes being proposed to benefit agritourism in the county.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director *EAT*
Date: June 8, 2021
Re: Draft Agritourism Regulations

Following our recent meeting in regard to the proposed agritourism regulations with Assistant CAO Weston Young and the Economic Development staff, we have prepared the attached draft bill. At this time, it is being submitted for informational purposes only. We look forward to the scheduling of a work session with the County Commissioners to discuss this topic in July.

Attachment

cc: Jennifer Keener, Deputy Director
Melanie Pursel, Director, Office of Tourism and Economic Development
Michele Burke, Business Development and Retention Specialist
Bob Mitchell, Director, Department of Environmental Programs

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 21-

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Agritourism

For the purpose of amending the Zoning and Subdivision Control Article to add a definition of agricultural alcohol production, to repeal the definition of agritainment facility and reenact the definition of agritourism to include agricultural alcohol production, to remove agritainment facilities and wineries as a special exception use in the A-1 and A-2 Agricultural Districts, to allow agritourism as an accessory use in the A-1 and A-2 Agricultural Districts, and to retitle the off-street parking requirements for agritainment facilities and wineries to agritourism facilities.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of “agritainment facility” as contained in Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and replaced by the new definition “agritourism” to read as follows:

AGRITOURISM - A farm enterprise wherein activities are conducted on a working farm and offered to the public for the purpose of recreation, education, or active involvement in the farm operation and for promotion of farm products and traditional rural living. These activities must be related to agriculture, natural resources or traditional rural living and be incidental to the primary operation of the site as a farm. The term includes but is not limited to farm tours; pumpkin hunts; hay rides; crop mazes; hay tunnels; petting, feeding and viewing of farm animals; horse or pony rides; farm equipment rides; festivals; informational displays or activities; classes or demonstrations related to agricultural products or skills; and agricultural alcohol production including packaging, storage, distribution, tastings and sales.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a definition of the term “agricultural alcohol production” to read as follows:

AGRICULTURAL ALCOHOL PRODUCTION - An activity that is carried out by a license holder as defined in Section § 1-101 of the Annotated Code of the State of Maryland, Alcoholic Beverage Article, as may be amended from time to time, which occurs on a farm as defined in Subsection § ZS 1-103(b) herein and which is zoned as either A-1 or A-2 Agricultural District, and is related to the manufacture, packaging,

storage, distribution, promotion, sale or tasting of alcoholic beverages that use any portion of ingredients produced on the farm.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-201(c)(9) and ZS 1-201(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and Subsections §§ ZS 1-201(c)(11) through ZS 1-201(c)(34) be renumbered as Subsections §§ ZS 1-201(c)(9) through 201(c)(32) respectively.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-201(d)(13) to read as follows:

- (13) Agritourism facility. On a farm, as defined herein, the use of not more than thirty percent of the gross acreage actively used for an agricultural purpose on a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; side yard setback, thirty-five feet; and rear yard setback, thirty-five feet, and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Furthermore, all buildings and structures associated with the agricultural alcohol production use shall be located not less than fifty feet from any property line. Festivals may be permitted. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm- related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 P.M. and 10:00 P.M. Overnight events are prohibited.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsections §§ ZS 1-202(c)(9) and ZS 1-202(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and Subsections §§ ZS 1-202(c)(11) through ZS 1-202(c)(44) be renumbered as Subsections §§ ZS 1-202(c)(9) through 202(c)(42) respectively.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(d) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new Subsection § ZS 1-202(d)(14) to read as follows:

- (14) Agritourism facility. On a farm, as defined herein, the use of not more than thirty percent of the gross acreage actively used for an agricultural purpose on a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; side yard setback, thirty-five feet; and rear yard setback, thirty-five feet, and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Furthermore, all buildings and structures associated with the agricultural alcohol production use shall be located not less than fifty feet from any property line. Festivals may be

permitted. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm- related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 P.M. and 10:00 P.M. Overnight events are prohibited.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the off-street parking requirements contained in Subsection § ZS 1-320(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland for "agritainment and winery facilities" as prescribed under the "Recreational uses" Use Category be retitled "agritourism facilities".

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

**NOTICE OF PUBLIC HEARING
FOR AGRICULTURAL EASEMENT ACQUISITION
Worcester County, Maryland**

Notice is hereby given that the Worcester County Commissioners will hold a

Public Hearing
on
Tuesday, July 6, 2021 at 10:30 AM
in the
COUNTY COMMISSIONERS MEETING ROOM
Room 1101- Government Center
One West Market Street
Snow Hill, MD 21863

The purpose of this public hearing is to hear comments on petitions to sell an agricultural easement to the Maryland Agricultural Land Preservation Foundation (MALPF) on the following properties in Worcester County:

1. Balon Charlotte, TM 92, P 57; 910 Bishop Road, Pocomoke City; 141.4 acres
2. Balon Charlotte, TM 91, P 17; Brantley Road, Pocomoke City; 106.5 acres
3. Lambertson, Jason and Kimberly, TM 92, P 8, 3105 Sheephouse Road; Pocomoke City; 74.8 acres (Reapplication)
4. Park, Yong, Jae, TM 84, P 15; 2911 Byrd Road, Pocomoke City, 74.8 acres
5. Queponco Farms, TM 57, P 42; 5631 Taylor Road, Snow Hill, 154.38 acres
6. Queponco Farms, TM 49, P 71; 6636 Basket Switch Road, Newark; 187.8 acres
7. Taylor, Wayne and Virginia, TM 101, P 28; Payne Road, Pocomoke City, 74.7 acres
8. Tyson, Chelsea and Matthew, TM 31, P 23, 8599 Foreman Road; 33.9 acres

Additional information is available for review at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm. Questions may be directed to Katherine Munson, Planner V, by calling (410) 632-1220, extension 1302 or email at kmunson@co.worcester.md.us.

County Commissioners of Worcester County, Maryland



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Public Hearing Request**
Proposed FY 22 MALPF Easement Applications

Date: May 24, 2021

Attached you will find a memorandum from Katherine Munson, of my staff with regard to the next round of easement applications. We are requesting a public hearing be scheduled for the review of FY 22 Maryland Agricultural Land Preservation Foundation (MALPF) applications. The County received a total of eight (8) applications for the sale of easements for the next fiscal year.

As you can see from Katherine's memorandum, the required reviews from the County's Agricultural Land Preservation Advisory Board and Planning Commission are to be completed before this hearing will be held. We are scheduled to go before the Agricultural Land Preservation Advisory Board on June 1, 2021. We are scheduled to go before the Planning Commission on June 3, 2021 for their finding of consistency with the 2006 Comprehensive Plan and that a MALPF easement, if approved for these properties, would be appropriate. Those recommendations, the Planning Commission findings, maps and detailed information about the applications will be provided prior to the public hearing.

A draft notice for public hearing is attached for use by Mr. Young for submission for publication. If you have any questions or need additional information please let me know.

Enclosures

1. Memo from Katherine Munson dated 5-24-21

cc: Katherine Munson
David Bradford

Citizens and Government Working Together



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

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

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planner V *KM*

Subject: Public Hearing for Proposed FY 22 MALPF Easement Applications

Date: May 24, 2021

Please schedule a public hearing for the review of the following eight (8) applications to sell an agricultural preservation easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY22.

1. Balon Charlotte, TM 92, P 57; 910 Bishop Road, Pocomoke City; 141.4 acres
2. Balon Charlotte, TM 91, P 17; Brantley Road, Pocomoke City; 106.5 acres
3. Lambertson, Jason and Kimberly, TM 92, P 8, 3105 Sheephouse Road; Pocomoke City; 74.8 acres (Reapplication)
4. Park, Yong, Jae, TM 84, P 15; 2911 Byrd Road, Pocomoke City, 74.8 acres
5. Queponco Farms, TM 57, P 42; 5631 Taylor Road, Snow Hill, 154.38 acres
6. Queponco Farms, TM 49, P 71; 6636 Basket Switch Road, Newark; 187.8 acres
7. Taylor, Wayne and Virginia, TM 101, P 28; Payne Road, Pocomoke City, 74.7 acres
8. Tyson, Chelsea and Matthew, TM 31, P 23, 8599 Foreman Road; 33.9 acres

In order for the applicants to be eligible to sell an easement to MALPF, their applications must be recommended for approval by the Worcester County Planning Commission and the Worcester County Agricultural Land Preservation Advisory Board, and approved by the Worcester County Commissioners after a public hearing. The Public Hearing requirement is mandated by Maryland Annotated Code Title 2, Subtitle 5, Section 2-509(b)(3).

All applications meet the minimum requirements of the MALPF program and will have been reviewed by the Worcester County Planning Commission (June 3, 2021) and the Worcester County Agricultural Land Preservation Advisory Board (June 1, 2021).

Attached is a draft notice of public hearing. There is no State-mandated minimum time period between the date of advertisement and the date of public hearing. We will distribute the public hearing notice to the applicants and adjacent landowners.

Maps and detailed information about each application will be provided prior to the public hearing. Please do not hesitate to contact me with any questions you may have.

Attachment

**NOTICE OF PUBLIC HEARING
ON THE PROGRESS OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
WORCESTER COUNTY, MARYLAND**

The County Commissioners of Worcester County, Maryland will conduct a Public Hearing to provide information on the progress of **Housing Rehabilitation Grant MD-20-CD-22**, which was funded under the Maryland Community Development Block Grant Program; a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. The hearing will be held on:

**TUESDAY, JULY 6, 2021
AT 10:45 A.M.**
IN THE COUNTY COMMISSIONERS' MEETING ROOM
ROOM 1101 – GOVERNMENT CENTER – ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

The purpose of the Public Hearing is to assess the program progress on the following CDBG grant received from the State of Maryland:

Worcester County received a CDBG grant in the amount of \$300,000 in July 2019 for the rehabilitation of 18 owner occupied homes; total household income must be in the low to moderate income category, classified as less than 80% of the County median income. To date, \$187,055 of the combined CDBG grant and program income funding has been committed. The current CDBG grant term will end on July 31, 2021 and an amendment request has been approved by the State CDBG Office to extend the grant period.

Efforts will be made to accommodate the disabled and non-English speaking residents with 3 business *days* advance notice to Weston Young, Assistant Chief Administrative Officer at 410-632-1194.

WORCESTER COUNTY COMMISSIONERS



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum

Date: 6/30/2021

Re: Public Hearing #2 for Housing Rehabilitation Grant MD-20-CD-22

This is an update as of June 26, 2021 for the Commissioners on the status of the County's current CDBG Housing Rehabilitation Grant, MD-20-CD-22.

Worcester County was awarded the aforementioned grant in July 2019 in the amount of \$300,000 for the rehabilitation of 18 owner occupied homes. All households served must be in the low to moderate income category, classified as less than 80% of the County median income. Following the successful completion of the Environmental Record Review process, the release of funds allowing grant expenditures to begin was approved and issued by the State in October 2019. Additionally, program income in the amount of \$19,539.90 was received in October of 2020 as a result of a pay-off on a grant from 2018 due to property transfer. The program income has now been fully expanded per program requirements.

To date, \$285,646.05 of the combined CDBG grant and program income funding has been committed and supplemental funding in the amount of \$168,348 has been obtained from the STAR Special Loans Program and the Indoor Plumbing Program. 6 projects are complete, 2 are under construction and 5 are in the scope of work development or contractor selection process.

Following the State's approval of an extension, the current CDBG grant term will end on July 31, 2022. All program funding must be expended by this date; project activities, however, are permitted to continue past the financial deadline.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

Memorandum

To: Weston Young
CC: File
From: Jo Ellen Bynum 
Date: 5/18/2021
Re: Request for Public Hearing

To fulfill the CDBG Program requirements, the County needs to hold a second public hearing to report on the progress to date on Worcester's current Housing Rehabilitation Grant, MD-20-CD-22. As discussed previously via email, after the June 1 Commissioners Meeting, please publicize our intent to hold a hearing on July 6, 2021. This will allow sufficient time for the minimum 3 week advertising period and ensure we have satisfied the 2nd hearing requirement well before the current grant deadline date of July 31, 2021. I have attached the information I plan to present at the hearing.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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www.co.worcester.md.us/drp/drpindex.htm

Memorandum

To: Worcester County Commissioners
CC: File
From: Jo Ellen Bynum 
Date: 5/18/2021
Re: Public Hearing #2 for Housing Rehabilitation Grant MD-20-CD-22

This is an update for the Commissioners on the status of the County's current CDBG Housing Rehabilitation Grant, MD-20-CD-22.

Worcester County received the aforementioned grant in July 2019 in the amount of \$300,000 for the rehabilitation of 18 owner occupied homes. All households must be in the low to moderate income category, classified as less than 80% of the County median income. Additionally, program income in the amount of \$19,539.90 was received in October of 2020 as a result of a pay-off on a grant from 2018 due to property transfer. This program income must be expended within the term of our current grant.

To date, \$187,055 of the combined CDBG grant and program income funding has been committed and supplemental funding in the amount of \$158,348 has been obtained from the STAR Special Loans Program and the Indoor Plumbing Program. 5 projects are complete, 2 are under construction and 4 are in the contractor selection process.

The current CDBG grant term will end on July 31, 2021 and I have received approval from the State CDBG Office for a grant extension due to the extenuating circumstances experienced during the COVID pandemic. A copy of the extension request detailing the difficulties encountered is attached. The State CDBG Office is in the process of drafting the grant amendment to be sent to the County. Upon receipt in our office, the amendment will be presented to the Commissioners at a future meeting.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
<http://www.co.worcester.md.us/departments/drp>

April 30, 2021

Ms. Cindy Stone
Director, Office of Community Programs
Maryland Department of Housing & Community Development
Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706

Dear Ms. Stone,

At this time, I am writing to request an amendment to extend the closing date of Worcester County's current housing rehabilitation grant, MD-20-CD-22; the present expiration date is July 31 of this year. Currently, we have expended 9% of the original \$300,000 grant on a total of 5 projects and an additional 5 projects are under construction or are in the bidding process. A total of \$83,006 of the \$300,000 available has been obligated to these projects.

The chief difficulty we have encountered in achieving the "spend down" on this grant is the delay associated in navigating a very hands on program during the COVID pandemic. The COVID shut downs and restrictions have slowed every aspect of our housing rehabilitation program, from client intake to construction. Typically, only one-third of initial are ultimately able to meet all of the requirements necessary to qualify for CDBG grant assistance. Therefore, I have relied heavily on direct community outreach through local non-profit organizations and my attendance at Neighborhood Watch meetings to solicit qualified recipients. Meetings of this nature were cancelled due to the limits to gatherings put in place by our local Health Department.

Additionally, I historically have provided a high level of customer service to elderly and disabled applicants who have difficulty in traveling. Most often, I met at clients' homes to perform application intake and assist them with gathering supporting documents. Due to this population's compromised health, they were uncomfortable with home visits and chose to place applications in process on hold until after the pandemic crisis eased and vaccines began to become available. Applicants who were able to complete documents with little assistance

could not enter the Worcester County Government Center to obtain copies and instead had to drop off or mail applications. We, in turn, made copies for our files and mailed clients' originals back to them; considerably lengthening the application process.

Our chief source of leveraging, the Special Loans Program, continues to work with us to provide the additional funding required to bring properties fully up to the HUD livability standards. The SLP underwriters and program managers have been working from home and are able to visit the offices to pick up new applications from the local jurisdictions. However, the check request process has been considerably slowed and my clients' loan settlements were delayed twice as ~~staff simply did not have access to the office to maintain their traditional check turn around.~~ Loan settlements were in turn more difficult to schedule as our attorney's office had to ensure we did not exceed the maximum allowed capacity for their business and that we could maintain all safety protocols in the settlement conference room.

Health concerns associated with exposure within client homes continued to be problematic, even after qualifying applicants, as homeowners have been requesting my inspector and contractors wear masks while performing construction. This has resulted in contractors choosing projects where the majority of work is outside or where owners are not in residence. Increasingly, local contractors are opting to leave rehab work and turn instead to new home construction as our area is experiencing a building boom associated with an influx of new residents to the County from urban areas. The contractors remaining in the program are reliable, but they are small, one crew companies without the manpower to work on several projects at a time.

Finally, matters were complicated by our receipt of \$19,539 in program income from a grant pay-off in October. The projects that were under construction this winter were paid utilizing the program income first, per CDBG requirements. Therefore, I could not access our current funds until these monies were expended.

Your consideration of this request is greatly appreciated; I look forward to normalizing our operation as restrictions are lifted and intend to regain the momentum our partners and clients have come to expect. Please do not hesitate to contact me at 410-632-1200, ext. 1171 or via email at jbynum@co.worcester.md.us if you require further information.

Sincerely,



Jo Ellen R. Bynum
Administrator

Worcester County Housing Rehabilitation Program