

# 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>

May 3<sup>rd</sup>, 2022

- |   | Item # |
|---|--------|
| 9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room – Room 1101<br>Government Center, One West Market Street, Snow Hill, Maryland   |        |
| 9:01 - Closed Session: Discussion regarding a request to hire a Recreation Superintendent and certain personnel matters with human resources, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, and performing administrative functions  |        |
| 10:00 - Call to Order, Prayer (Father John Solomon of Holy Savior Roman Catholic Church of Ocean City), Pledge of Allegiance  |        |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from April 19th, 2022 Meetings   |        |
| 10:02 - Commendation for Children's Mental Health Matters Week for the Local Management Board (LMB) and Worcester County Health Department; Foster Care Month Declaration and Commendations for Foster Parent(s) of the Year for the Department of Social Services; National Hurricane Preparedness Week for Worcester County Emergency Services; Travel and Tourism Week for Worcester County Tourism (WCT) and Partners |        |
|   | 1      |
| 10:15 - Consent Agenda<br>(2022 Petroleum Products Bid, 2022 Pest Control Services Bid, 2022 Refuse Collection Service Bid, Solid Waste Bins Purchase, State's Attorney and Ocean City District Court MOU, Maryland Coastal Bays Grant, Request to schedule required Public Hearing for expansion of Mystic Harbor Sanitary Service Area, Housing Rehabilitation Bid, ARPA Public Hearing Request)                        |        |
|   | 2-10   |
| 10:16 - Chief Administrative Officer: Administrative Matters<br>(Ocean City Development Corporation Presentation, Talkie County Broadband Presentation, Ocean Pines Wastewater Treatment Plant Repairs, Ocean Pines Water and Wastewater Track Loader Sourcewell Purchase, Public Works Administration Emergency Generator Purchase, Upcoming Board Appointments)   |        |
|   | 11-16  |
| 11:00 - Questions from the Press; County Commissioner's Remarks   |        |
| 11:15 - Chief Administrative Officer: Administrative Matters (if necessary)   |        |
| <b>Lunch</b>  |        |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)   |        |
| <b><i>Evening Budget Public Hearing at County Government Center</i></b>   |        |
| 5:00PM- Light Fare Dinner for Commissioners and All County Department, Agency and Division Heads  |        |
| 7:00PM- Public Hearing on Constant Yield Tax Rate and Requested FY2023 County Operation Budgets   |        |
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AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

<p style="text-align: center;"><b>Hearing Assistance Units Available</b> – see Joseph Parker, DCAO Please be thoughtful and considerate of others. <b>*Turn OFF all cell phones and notification during the meeting!*</b></p>
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# DRAFT

## Minutes of the County Commissioners of Worcester County, Maryland

April 19, 2022

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 Nordstrom, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Recreation and Parks Director Kelly Rados. Topics discussed and actions taken included the following: promoting Joshua Pruitt from communications specialist II to Communications Supervisor and Deanna Dashiell from communications specialist I to communications supervisor within Emergency Services; rehiring Michael Adams as a corporal in the County Jail; transferring Aaron Johnson from sergeant in the County Jail to deputy sheriff trainee in the Sheriff's Office, and other personnel matters; receiving legal advice from counsel; and performing administrative functions, including receiving the FY22 monthly financial update.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:24 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 Mark Piedmont of Buckingham Presbyterian Church and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the minutes of their March 22 and April 5, 2022 open and closed sessions and their March 29 open session as presented.

The commissioners presented a commendation to Pat Schrawder, district representative for Senator Mary Beth Carozza, for her extraordinary efforts to assist over 2,100 residents of Somerset, Wicomico, and Worcester Counties by providing a listening ear, guidance to navigate state and federal assistance programs, and help to secure critically-needed unemployment benefits during the COVID-19 pandemic.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by

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consent agenda item numbers 2-6 as follows: a Deed of Release for a forest conservation easement for property identified on Tax Map 26, Parcel 450, Lots A and B and owned by the Town of Ocean City; scheduling a public hearing for St. Martin's by the Bay community water project; scheduling a public hearing for the Community Development Block Grant Program to receive comments from the community on local housing needs; scheduling a public hearing for Rezoning Case #435, seeking to rezone approximately 0.5-acre of land identified on Tax Map 40 as Parcel 38 from V-1 Village District to A-1 Agricultural district; and scheduling a public hearing for an amendment to the Step I plan for the Sea Oaks Village Residential Planned Community.

Queen Anne's County Commissioner Jim Moran, County Administrator Todd Mohn, and Lobbyist Bruce Bereanoe met with the commissioners to urge them to reconsider their prior denial of support for the construction of a new, replacement Chesapeake Bay Bridge at its present location along the U.S. Rt. 50/U.S. Rt. 301 corridor. Commissioner Moran reviewed the history of the existing bridge, public safety issues created by the aged spans and traffic congestion, and the immediate priority, which is to appropriate funding in the FY23 budget to continue with the National Environmental Policy Act (NEPA) Tier 2 Environmental Impact Statement to ensure that the project may continue to advance towards construction.

Mr. Bereanoe discussed support from other Maryland counties and the State for the project, and he asked the commissioners to join with their colleagues from across the State to support this project.

Commissioner Bertino stated that he wants to support the replacement of the Chesapeake Bay Bridge; however doing so apart from improvements to MD Rt. 589 and MD Rt. 90 would only increase existing traffic congestion and public safety issues in Worcester County, and the Maryland State Highway Administration has made it very clear that no funding will be available in the foreseeable future to widen these roads. In response to concerns raised by Commissioners Bertino and Nordstrom, Mr. Bereanoe advised that he will share the commissioners' concerns and seek answers to those concerns when he meets with State legislators next week.

Following some discussion, a motion by Commissioner Bertino to table further discussions regarding support for this project until their May 3, 2022 meeting failed 2-5, with Commissioners Bertino and Bunting voting in favor of the motion and Commissioners Church, Elder, Mitrecic, Nordstrom, and Purnell voting in opposition.

Upon a motion by Commissioner Elder, the commissioners voted 5-2, with Commissioners Church, Elder, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino and Bunting voting in opposition, to send a letter supporting requests from Anne Arundel County and Queen Anne's County to construct a new, replacement Chesapeake Bay Bridge at its present location along the US. Rt. 50/301 corridor.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved an over-expenditure of \$53,425.88 in FY23 to cover a rate increase for custodial services provided by Mr. Meticulous. Mr. Baker advised that Mr. Meticulous has held rates since 2014, but can no longer continue to service County facilities at these rates. In response to questions by Commissioners Mitrecic and Purnell, Mr. Baker advised that the County is operating on a month-to-month contract with Mr. Meticulous at the current time, and the County has solicited bids for future cleaning services in

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County facilities.

The commissioners met in legislative session.

The Commissioners met with Development Review and Permitting (DRP) Director Jennifer Keener to review an amended text amendment application submitted by Arcola Towers, LLC and its attorney Sean P. Hughes, on behalf of its client, Joshua Kurtz, to reduce the 1,000-foot separation between a tower and an existing or permitted residential structure on an adjacent lot in the A-1 and A-2 zoning districts by special exception from the Board of Zoning Appeals. Ms. Keener advised that the original application based the reduction on both properties being under family ownership, but the application was amended to instead base the reduction on the protection of natural features of a site, such as prime agricultural soils and existing wooded areas. She further stated that the amended text amendment received a favorable recommendation from the Planning Commission. In response to questions by Commissioner Nordstrom, Ms. Keener advised that this would only apply to telecommunications towers, and this is an aesthetic condition. In response to questions by Commissioner Bunting, Ms. Keener advised that the County approved a text amendment in 2017 for telecommunications towers to have that reduced setback in high transportation corridors, and one tower was built under that special exception, and another was just granted an exception from the BZA. She stated that if it is a monopole under 199 feet and they conceal it, that separation distance is not applicable.

Following some discussion, Commissioners Church, Elder, Nordstrom, and Purnell introduced the aforementioned text amendment and agreed to schedule a public hearing on the draft bill.

Pursuant to the recommendation of Finance Officer Phil Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously approved the \$4.6 million cost of construction for the Ocean Pines Wastewater Treatment Plant (WWTP) belt filter press project in the Ocean Pines Sanitary Service Area (SSA), as proposed during their April 5, 2022 public hearing.

Pursuant to the recommendation of Mr. Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 22-1 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds therefor, at one time or from time to time, to refund in whole or in part in an amount not exceeding \$4,870,000 to provide financing for a portion of the cost of the Maryland Correctional Officers Retirement System Pension Contribution Refunding Bonds, 2013 Series (taxable), as proposed during their April 5, 2022 public hearing.

Pursuant to the recommendation of Mr. Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 22-2 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds therefor, at one time or from time to time, to refund in whole or in part in an amount not exceeding \$33,590,000 to provide financing for a portion of the then outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2014 Series, as proposed during their April 5, 2022 public hearing.

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Pursuant to the recommendation of Mr. Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 22-3 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds therefor, at one time or from time to time, to refund in whole or in part in an amount not exceeding \$11,115,000 to provide financing for a portion of the then outstanding County Commissioners of Worcester County, Maryland Consolidated Public Improvement Bonds, 2015 Series, as proposed during their April 5, 2022 public hearing.

Pursuant to the recommendation of Mr. Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 22-4 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds and its bond anticipation notes therefor, at one time or from time to time, in an amount not exceeding \$2,004,000 to replace the roofs at Snow Hill Middle School and Cedar Chapel Special School and related costs, as proposed during their April 5, 2022 public hearing.

Pursuant to the recommendation of Mr. Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 22-5 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds and its bond anticipation notes therefor, at one time or from time to time, in an amount not exceeding \$10,024,184 for the Stephen Decatur Middle School addition project, as proposed during their April 5, 2022 public hearing.

Pursuant to the recommendation of Mr. Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 22-6 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds and its bond anticipation notes therefor, at one time or from time to time, in an amount not exceeding \$10,955,670 for phase 2 of County Jail improvements, as proposed during their April 5, 2022 public hearing.

Pursuant to the recommendation of Mr. Thompson and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Bill 22-7 to authorize and empower the County Commissioners of Worcester County, Maryland to borrow on its full faith and credit, and to issue and sell its general obligation bonds and its bond anticipation notes therefor, at one time or from time to time, in an amount not exceeding \$3,050,000 for the construction of a public safety logistical storage facility, as proposed during their April 5, 2022 public hearing.

Commissioner Mitrecic announced that the legislative session will remain open until the close of the public hearing in the Stephen Decatur High School auditorium in Berlin at 6:00 p.m. tonight on the proposal to purchase property to develop a sports complex, using a portion of the proceeds from general obligation bond funds.

In a related matter, Commissioner Bertino announced that a signed contract is already in place to purchase a property adjacent to SDHS to develop a sports complex. In response to questions by Commissioner Bertino, County Attorney Roscoe Leslie reiterated that the commissioners can terminate the contract at any time and for any reason with the 180-day study

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period. He also agreed to advise Commissioner Bertino if there could be a County-wide referendum to allow County residents to vote on whether to approve the proposed purchase land to develop a sports complex utilizing bond funds.

Commissioner Mitrecic advised that a signed contract to purchase the property prior to discussing the purchase price in advance of the public hearing.

Senator Carozza reviewed legislation passed during the 2022 Maryland General Assembly of significance to Worcester County.

The commissioners answered questions from the press, after which they adjourned to meet again at SDHS at 6:00 p.m.

The commissioners resumed their legislative session.

The commissioners conducted a public hearing at 6:00 p.m. at the Stephen Decatur High School (SDHS) auditorium to receive public comment on the proposal to purchase a property in the Berlin area to develop a sports complex and to use bond funds of \$11.2 million to finance a portion of the project. Commissioner Mitrecic opened the meeting and thanked everyone for attending the public hearing, which he advised is a continuation of the commissioners' legislative session from earlier that afternoon. Chief Administrative Officer Weston Young summarized the proposed sports complex project, noting that the commissioners signed a contract to purchase a 95.521-acre property for \$7.15 million, which is the lower of two appraised values. This property is adjacent to SDHS and identified on Tax Map 25 as Parcel 89. He advised that the contract includes a 180-day study period that allows the commissioners to terminate the contract any time before that period ends for any reason. He then advised that entering into a contract to purchase property is the first in a multi-step process before an outdoor sports complex may become a reality. If the commissioners choose to move forward with the project, he advised that the next steps will include but are not limited to performing an environmental study on the site to evaluate any potential environmental concerns; conducting a traffic study to identify and limit the project's impact and potentially address current traffic conditions; and annexation into the Town of Berlin is highly likely. He reviewed potential uses of the complex and advised that Berlin officials will be included in the planning process early on.

Commissioner Mitrecic opened the floor to receive public comment.

Berlin Mayor Zack Tyndall advised town has not taken a position on the projects and looks forward to being involved in discussions regarding water and sewer service, annexation, transportation impacts on Seahawk and Flower Streets, public safety, and public parking.

Carol Frasier of Ocean Pines stated her hope that the proposed sports complex project would be defeated; however, if it does go forward, she believed the complex should be operated by a private enterprise, as government does not belong in business.

Bill Hardy, Jr. of New Jersey opposed the project, noting traffic control concerns and the wisdom of such a project, as he was not aware of any interest from a private organization to run such an operation in the County.

Terry McGean, a Bishopville resident and city manager for the Town of Ocean City, strongly supported the purchase of land for a new athletic complex, which he felt was long overdue in the County. He stated that there is a need for fields and an indoor sports complex in the County, and this project would create additional revenues.

Trey Stokely of Berlin supported the project, noting that the current fields at the Berlin Little League are embarrassing and have not kept pace with the growing needs of youth sports in the County.

Lachelle Scarlatto, executive director of the Greater Ocean City Chamber of Commerce, expressed the chamber's support of the project, which would provide County residents and guests with increased recreation and tourism opportunities, improve the quality of life, and leverage increased opportunities for the business community. Therefore, she urged the commissioners to move forward with the project.

Mary Knight of Ocean City supported the proposed sports complex, noted that the 2018 Maryland Stadium Authority study identified a need for additional sports fields, and urged the commissioners to embark on this project to improve the quality of life in the County. She concluded that the provision of parks and recreation is a basic function of government and thus a responsibility of the commissioners to fund.

Tim Jones of Ocean City advised that he is a parent, proud business owner, and coach who has to fight for practice time due to the limited number of available fields and facilities in the County. Therefore, he supports the development of a sports complex in the County.

Ron Cascio of Berlin advised that he wholeheartedly supports the project in concept, but strongly opposes such a project being taxpayer funded, and believes this is the worst location to host such an endeavor due to the outrageous cost of the land.

Benjamin Smith of Berlin opposed the project, noting that the lack of information provided to the citizens is appalling.

Grant Helvey of Ocean Pines stated that he would support such a project being privately operated if there is a proven need for additional fields and the citizens support the project. However, he expressed concerns regarding anticipated traffic issues, the disruption of school bus operations, and a perceived lack of planning for an \$11.2 million project.

Garvey Heiderman of Ocean Pines supported the project, noting that youth sports generates revenues, which would benefit the County and area businesses. He concluded that the decision to move forward with the project a no-brainer.

Spencer Roue of Ocean City stated that his grandchildren play sports in Berlin, and he is not against sports complexes, but he expressed concerned about the location and objected to using public funds for this project, as it was not a wise use of funds and would incur too much debt.

Nancy Bradford of Berlin stated that she is not opposed to the proposed sports complex project, but she is concerned about the location, the price, and the lack of a business plan prior to acquisition.

Mark Thomas of Ocean Pines stated that sports made a positive impact on his life growing up, and urged the commissioners to move forward with this project.

Richard Addis of Bishopville stated that the prospect of this project is alluring to bring people into businesses; however, he opposed the use of taxpayer dollars, even grant funds to purchase the land, and worried that such a project would compete with private businesses.

Caryn Abbott of Pocomoke stated that she does not oppose the sports complex project, but that it should be privately owned and operated. She also questioned the findings of the MSA study regarding the need for additional fields, felt that the cost of the proposed property was far too high, and urged the commissioners to release the list of 100 other sites Countywide that were considered for this project.

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John Van Fossen of West Ocean City supported the concept of a sports complex, but noted he has reservations about the purchase cost and transportation impacts.

Catherine Freeman of Girdletree urged the commissioners to vote no to developing a sports complex on the northern end of the County.

Corey Davis of Berlin questioned the costs and benefits of this complex.

Pam Rocco of Ocean City stated that she didn't know if this was the right site and expressed concern about potential traffic issues, but stated that a sports complex is needed in this area.

Jerry Lynch of Snow Hill supported the proposed sports complex, noting that this project would be a wise venture that would pay for itself, and it is long overdue.

Susan Jones, a Bishopville resident and executive director of the Ocean City Hotel-Motel-Restaurant Association (HMRA) stated that HMRA members support this project at this location, noting the positive economic and quality of life impacts it would have, as studies show that families build their vacations around youth travel sports.

Vince Gisriel, Jr. of Ocean City stated that the Eastern Shore is oversaturated with sports complexes, and seven other Maryland counties are also considering getting into the sports marketing business. He then cited study findings that all 10 publicly-owned sports complexes in the State are in debt. He concluded that the proposed project is a losing deal.

Ocean City Mayor Rick Meehan stated that the Ocean City Council supports the proposed sports complex and is committed to partnering with the County to develop an indoor arena and make this venture successful. He discussed the positive economic and quality-of-life benefits that this facility will have Countywide, as it will attract families to the resort on a year-round basis. He stated that this is the right location for such a project as well because the infrastructure needed to support it is already here.

Tom Simon of Berlin supported the development of a sports complex at this location, though he urged the commissioners to prioritize field usage for local sports organizations and County recreation leagues.

Terry Hasseltine, executive director of the Maryland Sports Commission stated that sports tourism has proven itself to be recession-proof, that this market grows by 3.5% annually, and it places heads in beds. He then reviewed the financial aspects of sports tourism, noting that in 2019 youth sports generated \$19.8 billion nationwide.

Jack Collins of Ocean Pines advised that he is neither opposed to nor in favor of this particular project. However, he questioned the purchase price, proposed project costs, and how the commissioners arrived at the need to bond \$11.2 million. He favored granting children these types of recreational opportunities, but not if doing so would result in revenue shortfalls. He also asked the commissioners to disclose how they arrived at the decision to purchase this specific property for a sports complex.

Leroy LaRoque of Berlin supported the project, noted that game start and finish times at sports complexes are staggered to minimize traffic issues, and urged the commissioners to include recreational elements, like rock climbing and skating, along with indoor and outdoor fields.

Amy Peck of Berlin referenced the Crossroads study, noted that the facility is not needed, and cited concerns regarding the impact on taxes, traffic, and debt service.

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Robert Holland of Berlin stated that he has been running sporting across Maryland for 40 years and recognizes the revenue that one, well-run complex can generate. He urged the commissioners not to miss out on this opportunity.

John Fager of Bishopville stated that the commissioners should have initiated this project 10 years ago and shouldn't let it go now, as the types of events at this facility will create great experiences for visiting families who will be drawn back to the area to vacation year after year.

Cindy Dillon of Ocean Pines did not support or opposed the project, but opposed the use of synthetic fields at such a complex due to the negative environmental impacts.

Dean Geracimos of Berlin stated that he is a big proponent of this needed asset and felt that it would be a win-win-win for local government, area businesses, and residents.

Kevin Myer of Ocean City supported the project, noting that such activities improve the local quality of life by getting youth off their cellphones and engaged in the community.

David Engelhart, a Berlin resident and planning director for the Town of Berlin, reviewed the potential negative impacts the project could have on Berlin services, and he urged the commissioners to include Berlin officials in the development of this project.

Larry Yates of Ocean City stated that the proposed sports complex would encourage youth to become and remain engaged in recreation and sports, and he urged the commissioners to approve this financially-responsible project.

Brad Hoffman of Ocean City thanked the commissioners for selecting an ideal location for such a phenomenal project and urged them to pursue public-private partnerships to make this endeavor a success. He also requested that the complex include an aquatics center and skate park.

Mary Adair of Berlin expressed concern that the commissioners are embarking on a project for which they have not done their due diligence. She urged them to slow down and get answers to the questions and concerns presented tonight before voting to move forward on this project.

Nicholas Eastman of Ocean City expressed concern that this project should be developed in Ocean City or the south end of the County, but not in Berlin where it will result in increased traffic congestion and the development of new hotels and restaurants around the sports complex.

Ron Strickler, Jr. of Berlin stated that there is a severe shortage of youth sports fields in the County and urged the commissioners to support this needed project.

Dave Tanner of Ocean Pines stated that recreation is a great investment; however, he urged the commissioners to upgrade and expand existing County parks rather than developing the proposed sports complex, which would likely result in a \$20 million tax burden to area residents.

Gina Velong of Berlin stated that she does not oppose developing a sports complex in the County; however, she opposes developing it in this location.

John Gehrig, an Ocean City resident and councilman, stated that the proposed sports complex would be a valuable community resource that would generate new revenues. He also noted that there are private businesses that are interested in contributing to this project and some of the best operators in the enterprise have expressed interest in running it. Therefore, he urged the commissioners to move forward with this project.

Reagan Smith, an Ocean City resident and coach, stated that this is the ideal location to host a sports complex because the hotels, businesses, and tourism opportunities necessary to

attract new visitors are already here. He noted that the cost of running these amenities are not born by local government but by the tournament developers and participants.

Marie Velong of Berlin stated that she is not against the proposed sports complex, but she opposes developing it in this location and using public funds for the project. She stressed that the debt such a project incurs would be passed on to their children.

Scott Chismar of Ocean City advised that the property being proposed is very expensive and questioned the lack of transparency surrounding this project. He also suggested that families would be just as apt to support a sports complex in Girdletree or Stockton as in Berlin.

Jay Phillips of West Ocean City stated that he built a sports complex 17 miles from Berlin, that it has generated \$5 million in revenues for Wicomico and Worcester Counties, and that the families who play on the fields often stay in Wicomico where the hotel rooms cost less. He stated that if the commissioners develop an affordable facility, it could have a chance.

Gerri Fentress of Berlin and the Delmarva Titans Organization asked the commissioners to postpone voting on this property acquisition until they can identify private-sector interest to fund this venture, so that taxpayers are not burdened by these costs.

Malcom Van Kirk, an Ocean City resident and business owner, stated that this project will benefit generations and urged the commissioners to support this project.

Jennifer Ketner of Newark, a mother of three youth involved in travel sports, supported this project, but strongly objected to its location and expressed concerns about the inadequacy of fields and girls locker room facilities at SDHS.

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

Commissioner Bertino advised that he is not opposed to the proposed sports complex, but does have strong concerns about such a complex being government-funded. He stated that residents have an expectation that their tax dollars will be used to fund roads, law enforcement, libraries, parks and recreation, and education; however, this use falls outside of that expectation. He reviewed his concerns with the proposed project and stated that the County does not have an operator or a partnership with anybody to develop and manage a sports complex.

Commissioner Bunting concurred, noting that he is not against the proposed sports complex, but he is against the County owning and operating such a facility. Furthermore, there is currently no business plan, the price is ridiculous, and such a facility should be located in the south end of the County to spur growth where it is most needed.

Commissioner Nordstrom stated that this project has been researched and discussed for many years, that the commissioners have done its due diligence by identifying and evaluating multiple sites County-wide, and the commissioners had to purchase the property before moving forward with the next steps because any property development would have to be site specific. He concluded that this project will be an economic driver and moving forward with it is the right thing to do.

Commissioner Purnell stated that this project would be located in her district, where there are few recreation and sports opportunities. She advised that this facility is necessary, that it would be an economic driver, and that it would be a great benefit to African American, Hispanic, and white youth alike, many of whom would never have access to such a facility if it is developed elsewhere.

Commissioner Mitrecic stated that the purpose of government is to provide services, and the only options on the table to fund needed public services are to raise taxes or generate new

revenues. He stated that the proposed sports complex would generate new revenues, that the commissioners would seek local, state, and federal grants to help cover project costs, and that this would be a privately-run company to be vetted by the County.

Following some discussion and upon a motion by Commissioner Nordstrom, the commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Church, and Elder voting in opposition, to purchase the proposed property in the Berlin area to develop a sports complex and to use bond funds of \$11.2 million to finance a portion of the project.

Following the public hearing, the commissioners adjourned to meet again on May 3, 2022.

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OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

## PROCLAMATION

**WHEREAS**, during Children's Mental Health Matters Week, May 1-7, 2022, we recognize that children's mental health is more critical now than ever. According to Children's Mental Health Matters, about 70% of children and adults reported some degree of mental discomfort, resulting in loneliness, irritability, or fidgetiness. Of them 55% of the children reported feeling more sad, depressed, or unhappy than the adults; and

**WHEREAS**, we tout the educational resources, programs, and services offered by Life Crisis, the Worcester County Health Department, the Worcester County Local Management Board, and their partners to support children's mental wellness and to reduce the stigma of mental health; and in recognition of Children's Mental Health Matters Week, Life Crisis will host the 2nd annual golf tournament May 6 to support essential program services and to provide a healthy outlet for the community to get outside, get active, and take part in activities that support mental health.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim May 1-7, 2022 as **Children's Mental Health Matters Week** in Worcester County and May 7 as **National Children's Mental Health Awareness Day**.

Executed under the Seal of the County of Worcester, State of Maryland, this 3<sup>rd</sup> day of May, in the Year of Our Lord Two Thousand Twenty-Two.



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Joseph M. Mitrecic, President

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Theodore J. Elder, Vice President

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Anthony W. Bertino, Jr.

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Madison J. Bunting, Jr.

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James C. Church

\_\_\_\_\_  
Joshua C. Nordstrom

\_\_\_\_\_  
Diana Purnell

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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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, May is National Foster Care Month, and in keeping with this year's theme, *Relative and Kin Connections: Keeping Families Strong*, we pay tribute to the foster parents, child welfare professionals, and others who provide young people in transition with the support they need to thrive; and

**WHEREAS**, foster care professionals with Worcester County Social Services and other partnering organizations and volunteers play an essential role in helping children whose lives have been disrupted through no fault of their own to reestablish trust and find renewed hope as they are surrounded by caring adults in a safe, loving and welcoming family.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby recognize May as **National Foster Care Month**

Executed under the Seal of the County of Worcester, State of Maryland, this 3<sup>rd</sup> day of May, in the Year of Our Lord Two Thousand Twenty-Two.



\_\_\_\_\_  
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



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

OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
JOSEPH E. PARKER, III  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROSCOE R. LESLIE  
COUNTY ATTORNEY

## COMMENDATION

**WHEREAS**, Dustin and Lauren Walker have been named the 2022 Worcester County Foster Parents of the Year for their efforts to help bring support and stability back into the lives of foster children during times of crisis; and

**WHEREAS**, foster parents like the Walkers fill an urgent need in our community, and they help youth in foster care recognize their intrinsic worth and importance to the community, fueling them to realize their full potential.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Dustin and Lauren Walker** for opening their hearts and home to the children of Worcester County in State custody, and we thank them for their willingness to serve children living in crisis as foster care parents

Executed under the Seal of the County of Worcester, State of Maryland, this 3<sup>rd</sup> day of May, in the Year of Our Lord Two Thousand Twenty-Two.



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Diana Purnell

TEL: 410-632-1194  
FAX: 410-632-3131  
WEB: [www.co.worcester.md.us](http://www.co.worcester.md.us)



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## Worcester County

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ROSCOE R. LESLIE  
COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, the 2022 hurricane season runs from June 1 - November 30, and we recognize that it only takes one storm to change lives and communities; therefore, the Commissioners and Worcester County Emergency Services personnel urge area residents to be storm ready; and

**WHEREAS**, information to help residents determine their risks, develop an evacuation plan, assemble disaster supplies, get an insurance checkup, strengthen their homes, help their neighbors, and craft personalized family emergency kits, is available at [www.co.worcester.md.us](http://www.co.worcester.md.us) by clicking on the Department of Emergency Services and by visiting [www.weather.gov/stormready/](http://www.weather.gov/stormready/).

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, proclaim May 1-7, 2022 as **Hurricane Preparedness Week** in Worcester County, and we urge each resident to determine your risk, develop an evacuation plan, assemble a disaster kit, and get an insurance checkup.

Executed under the Seal of the County of Worcester, State of Maryland, this 3<sup>rd</sup> day of May, in the Year of Our Lord Two Thousand Twenty-Two.



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ROSCOE R. LESLIE  
COUNTY ATTORNEY

## PROCLAMATION

**WHEREAS**, during National Travel and Tourism Week, we celebrate the 2022 theme, the “Future of Travel,” to prioritize diversity, equity, and inclusion initiatives, while fostering a faster recovery, creating a more sustainable, seamless and secure traveler experience, and rebuilding Worcester County’s workforce, to drive us toward a more prosperous future; and

**WHEREAS**, in concert with National Travel and Tourism Week, Worcester County Tourism and Economic Development will host the Tourism Advisory Board Meeting on Tuesday, May 3, and the Maryland’s Coast Mixer at the Mermaid Museum in Berlin on Wednesday, May 4. Learn more about travel and tourism locally at [www.visitmarylandscoast.org](http://www.visitmarylandscoast.org) and on social media at #marylandscoast.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim May 1-7, 2022 as **Travel and Tourism Week** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 3<sup>rd</sup> day of May, in the Year of Our Lord Two Thousand Twenty-Two.



\_\_\_\_\_  
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Diana Purnell



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**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

**MEMORANDUM**

**TO:** Weston Young, P.E., Chief Administrative Officer  
**FROM:** Dallas Baker, P.E., Director *[Signature]*  
**DATE:** April 26, 2022  
**SUBJECT:** Worcester County – 2022 Petroleum Products Bid

\*\*\*\*\*

Attached for Commissioner review and approval is Public Works recommendation to award the Petroleum Products Delivery contract to Scarborough Oil Company Inc. for a two-year contract, holding their markup per gallon from the previous contract. Due to the lack of interest and holding prices, it is also recommended that the optional three-year extension be awarded to Scarborough Oil Company Inc. The current contract is currently held by Scarborough Oil Co. Inc. was awarded in 2017, extended to 2022, expiring on April 30th.

Scarborough Oil Co. Inc. submitted the sole bid received on Monday, April 22, 2022 for Petroleum Product Delivery at County facilities. Scarborough holds the current petroleum products contract with the County receiving exceptional service. They have not increased their markup per gallon since their initial award in 2017 and continues to hold this markup throughout the entire 5 years of this contract. Based on this pricing and exceptional service history, Public Works recommends awarding the contract as a whole to Scarborough Oil Co. Inc.

Below is a list of the Bidder's pricing.

YEARS 1 THROUGH 5				
ID	BIDDER	ULTRA DYED LOW SULFUR DIESEL	DYED LOW SULFUR DIESEL	DYED KEROSENE
1	Cato Oil, Inc.	NO BID	NO BID	NO BID
2	Cropper Oil Company	NO BID	NO BID	NO BID
3	Scarborough Oil Co., Inc.	0.13750	0.05750	0.49000
4	Tri-Gas & Oil	NO BID	NO BID	NO BID

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

**Attachments;**

Petroleum Products Bid Worksheet  
 Scarborough Oil Co. Inc. Bid

**cc:** Chris Clasing  
 Michael Hutchinson

**Competitive Bid Worksheet – 2022 Petroleum Products Bid**

Bid Deadline/Opening Date: 1:00 P.M., Monday, April 25, 2022

Bids Received by deadline = 1

**Vendor's Submitting Bids**

Scarborough Oil Co. Inc.  
P.O. Box 334  
Snow Hill, MD 21863

Ultra-Dyed Low Sulfur Diesel YR. 1-2-markup/gal	.1375			
Ultra-Dyed Low Sulfur Diesel YR. 3-markup/gal	.1375			
Ultra-Dyed Low Sulfur Diesel YR. 4-markup/gal	.1375			
Ultra-Dyed Low Sulfur Diesel YR. 5-markup/gal	.1375			
Dyed Low Sulfur Diesel YR..1-2-markup/gal	.0575			
Dyed Low Sulfur Diesel YR. 3-markup/gal	.0575			
Dyed Low Sulfur Diesel YR..4-markup/gal	.0575			
Dyed Low Sulfur Diesel YR.5-markup/gal	.0575			
Dyed Kerosene Markup/gal YR. 1-2	.4900			
Dyed Kerosene Markup/gal YR. 3	.4900			
Dyed Kerosene Markup/gal YR. 4	.4900			
Dyed Kerosene Markup/gal YR. 5	.4900			

## 2022 PETROLEUM PRODUCTS BID FORM

We submit this bid for the following products based on the aforementioned 2022 Petroleum Products Bid Specifications.

ITEM	PRODUCT	<u>PRICE</u> Markup per Gallon YR. 1-2	<u>PRICE</u> Markup per Gallon YR. 3	<u>PRICE</u> Markup per Gallon YR. 4	<u>PRICE</u> Markup per Gallon YR. 5
1	Ultra Dyed Low Sulfur Diesel	\$ <u>. 1375</u>	\$ <u>. 1375</u>	\$ <u>. 1375</u>	\$ <u>. 1375</u>
2	Dyed Low Sulfur Diesel	\$ <u>. 0575</u>	\$ <u>. 0575</u>	\$ <u>. 0575</u>	\$ <u>. 0575</u>
3	Dyed Kerosene	\$ <u>. 4900</u>	\$ <u>. 4900</u>	\$ <u>. 4900</u>	\$ <u>. 4900</u>

**BID MUST BE SIGNED TO BE CONSIDERED**

Printed Name: Paul Daniel Scarborough Jr

Signature: [Signature] Date: 4/20/22

Firm: Scarborough O.I. Co., Inc.

Address: P.O. Box 334  
Snow Hill MD 21863

Telephone: 410-632-0151

Email: Scarborough1013@verizon.net



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

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 DIRECTOR

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

## MEMORANDUM

**TO:** Weston Young, P.E., Chief Administrative Officer  
**FROM:** Dallas Baker, P.E., Director *Dallas Baker*  
**DATE:** April 25, 2022  
**SUBJECT:** Worcester County – 2022 Pest Control Service Bid

\*\*\*\*\*

Attached for Commissioner review and approval is Public Works recommendation to award the Pest Control Services contract to Home Paramount Pest Control for a two-year contract, at a cost of \$29,990.00 (\$14,995.20 per year). It is also recommended that the optional three-year extension be awarded for \$44,985.60, bringing the five-year total to \$74,976.00. The current contract, held by Delmarva Custom Spraying was awarded in 2017, extended to 2022, but expired March 31<sup>st</sup>. Delmarva Custom Spraying has agreed to honor the existing service agreement until a new contract is in place.

Three bids were received on Monday, April 18, 2022 for Pest Control Services at forty-four County facilities. Home Paramount was the low bidder for the two-year and the five-year terms. Home Paramount held a previous pest control contract with the County receiving exceptional service. Both Bennett Termite & Pest Control and Delmarva Custom Spraying did not submit complete bid packages as they neglected to include their business license. Based on the lower pricing, past service history, and complete bid package submittal, Public Works recommends awarding the Pest Control Services contract to Home Paramount Pest Control.

Below is a list of the Bidder's pricing.

### BASE BID

ID	BIDDER	TWO YEAR TOTAL PRICE
1	Home Paramount Pest Control	29,990.40
2	Bennett Termite & Pest Solutions	42,240.00
3	Delmarva Custom Spraying Inc.	34,440.00

**OPTIONAL YEARLY PRICING**

<b>ID</b>	<b>BIDDER</b>	<b>YR. 3</b>	<b>YR. 4</b>	<b>YR. 5</b>	<b>5 YR TOTAL</b>
<b>1</b>	<b>Home Paramount Pest Control</b>	<b>14,995.20</b>	<b>14,995.20</b>	<b>14995.20</b>	<b>74,976.00</b>
<b>2</b>	<b>Bennett Termite &amp; Pest Solutions</b>	<b>22,656.00</b>	<b>28,800.00</b>	<b>30,240.00</b>	<b>123,936.00</b>
<b>3</b>	<b>Delmarva Custom Spraying Inc.</b>	<b>17,220.00</b>	<b>17,220.00</b>	<b>17,220.00</b>	<b>86,100.00</b>

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

**Attachments**

cc: Chris Clasing  
Michael Hutchinson

## Competitive Bid Worksheet – 2022 Pest Control Service

Bid Deadline/Opening Date: 1:00 P.M., Monday, April 18, 2022

Bids Received by deadline = 3      Vendor's Submitting Bids

Home Paramount Pest Control  
2011 Rock Spring Rd  
Forest Hill, MD 21050

Bennett Termite & Pest Solutions  
P.O. Box 191  
Bishopville, MD 21813

Delmarva Custom Spraying, Inc.  
3259 Texas Road  
Bivalve, MD 21814

Price/Month Year 1-2	\$1249.60	\$1760.00	\$1,435.00	
Price/Month Year 3	\$1,249.60	\$1,888.00	\$1435.00	
Price/Month Year 4	\$1,249.60	\$2,400.00	\$1435.00	
Price/Month Year 5	\$1,249.60	\$2,520.00	\$1435.00	
Additional Fees	\$75/service, excluding rat control \$125/service – after hours	\$85.00/hr – normal business hr. \$150.00/hr – after hours	\$35/hr – normal business hours \$25.00/unit	



# PEST MANAGEMENT PROPOSAL

---

WORCESTER COUNTY

HOME PARAMOUNT PEST CONTROL COMPANY | 888-888-HOME [WWW.HOMEPARAMOUNT.COM](http://WWW.HOMEPARAMOUNT.COM)

CONFIDENTIALITY NOTICE: This document is confidential and intended for the above named recipient.

Revised 08.01.2019

PEST MANAGEMENT PROPOSAL

April 18, 2022

Michael Hutchinson  
Maintenance Superintendent  
Office of the County Commissioners  
Government Center Room 1103  
1 West Market Street  
Snow Hill, MD 21863

Dear Michael Hutchinson,

Thank you for the opportunity to propose pest management services to Worcester County. We are very excited to have the opportunity to offer our pest management expertise to your organization.

Home Paramount, now proudly celebrating over 80 years is one of the largest and most respected pest management firms in the United States. Family-owned and operated since 1939, our commitment to our clients and community has made us the premier pest management firm in your area.

This proposal includes information about our proposed scope of services and pricing. I am available to meet with you to discuss the proposal or to arrange a phone conversation if that is more convenient.

Thank you again for your time and for this opportunity. Please do not hesitate to contact me with any questions.

Sincerely,

*Tina M. Comer*

Tina M. Comer  
Corporate Commercial Manager  
Office: 410-510-0700 x8146  
[tcomer@homeparamount.com](mailto:tcomer@homeparamount.com)

## COMMERCIAL SERVICES

**Company Profile**

**Home Paramount Pest Control** is nationally ranked as the 15<sup>th</sup> largest pest management firm in the United States by PCT magazine with offices throughout the Eastern United States. We are family-owned and operated, celebrating over 80 years of continuous pest management services to our communities.

Home Paramount's trained, dedicated staff is part of a comprehensive pest management team that is prepared to partner with you to guarantee superior results. Home Paramount boasts a team of full-time entomologists who strive to keep our customers and service personnel up to date of technical and regulatory trends. Our commitment to community and to the pest control industry has been proven since 1939.

**A Company Committed to Health and Safety**

We are committed to the health and safety of our employees, our clients and our environment. For generations, Home Paramount Pest Control has taken the initiative to research, implement and monitor new technologies and materials to ensure the health and safety of all of the communities we serve. Our personnel are specifically trained to make responsible decisions regarding product use and recommend non-chemical solutions when possible. At the same time, we recognize that unwanted pests pose real health and safety risks to our customers and their clients and we will partner with you to implement manageable solutions responsibly.



**Premium Green™**

**Commitment to Sustainability** – Our Premium Green program takes a holistic approach to pest control that integrates inspections and exclusion services with the judicious application of “green” products. This integrated approach involves a series of evaluations, decisions and controls. Priority is always given to low impact, non-chemical and least disruptive solutions.

Premium Green products are carefully selected based on impact and effectiveness. For example, we use a revolutionary line of botanically derived pest control products made of essential oils such as clove, peppermint, rosemary and thyme. These products are based on the natural defenses’ plants use to combat insects and are extremely effective. This program is available upon request.

## COMMERCIAL SERVICES

### Home Paramount's Integrated Pest Management Program

Integrated Pest Management (IPM) philosophy is a systematic approach to pest control that does not rely on automatic application of pesticides. Instead, IPM relies on thorough inspection followed by intervention if, when, and where needed. This is accomplished through various methods including pest proofing (exclusion), habitat modification, inspection, monitoring, and upgrading sanitation. IPM also depends on gaining control of existing pests through the use of non-chemical techniques such as traps, vacuums and moisture management. When pesticides are necessary, our technicians select appropriate products and application methods.

#### Our Approach

##### **Inspection and Monitoring**

Visually monitoring and inspecting for pests is an important first step in IPM. Monitoring consists of regular and thorough inspections, accurate identification of pests, and assessment of conditions at the property. Monitoring includes:

- ✓ Identifying and locating pests, identifying areas of critical sensitivity, food preparation/storage areas, etc.
- ✓ Estimating the size of pest populations.
- ✓ Identifying factors contributing to the pest problem such as poor sanitation, improper storage, holes in walls, etc.
- ✓ Reporting facility practices affecting pest populations or controllable efforts such as handling of trash, lighting, construction, etc.

##### **Indoor Inspections**

During indoor inspections, our technicians do not merely look for the pests themselves, but also look for other evidence of pests such as wings, droppings, evidence of gnawing, tracks, and grease marks from rodents. Further, our technicians examine areas prone to infestations by pests more commonly found in a specific facility. Areas checked include, but are not limited to:

- ✓ Behind wall coverings, under furniture, cracks in floors and walls for bed bugs.
- ✓ Around door jambs and in corners for crawling pests.
- ✓ At floor/wall junctions throughout food preparation, eating, and storage areas, around appliances for evidence of cockroaches, ants or rodents.
- ✓ In basements, attics, storage and/or boiler areas for evidence of rodents.
- ✓ Kitchens and trash areas for sanitation or maintenance problems.
- ✓ Potted plants for evidence of insects such as spider mites, fungus gnats, and aphids

##### **Outdoor Inspections**

Areas inspected outside include, but are not limited to:

- ✓ Structural conditions for moisture problems around the foundation.
- ✓ Air conditioning units for leaks contributing to infestations.
- ✓ Exterior lighting which may attract insects.
- ✓ Loading dock areas for access entry points.
- ✓ Dumpster and trash areas.

##### **Monitoring Tools**

The extensive use of monitoring tools is one way to separate IPM programs from traditional pest management programs. Monitoring tools have certain advantages over visual inspections such as:

- ✓ They work 24 hours per day, seven days a week.
- ✓ They pinpoint focus areas and at times, precise areas of pest activity.

## COMMERCIAL SERVICES

- ✓ They can be used with action thresholds to determine when management action is needed; can capture pests, making accurate identification easier.

**Pest Identification**

Proper identification of pests is essential to IPM because different pests have different habits and food requirements; and what works to manage one pest may not work against another pest. Sometimes identification to a group is adequate; sometimes it will be necessary to identify a pest to a species.

**Action Thresholds**

IPM often uses "action thresholds," which is the number of pests at which an IPM technician will take action to reduce the number of pests present; a limit below the threshold indicates that no direct control action should be taken. It is important for the client and the pest management company to work together to establish "action thresholds" to ensure everyone is aware of when action will be taken.

**Product Selection**

Pesticides are used when advisable based on our broad selection of available pesticides and application techniques.

**Pest Sighting Log**

Our technicians are trained to check with staff for any pest sightings or "complaints" since the last visit. One of the most effective ways to communicate is through the use of a Pest Sighting Log. This log allows the client and their staff to report the presence of pests or their evidence to Home Paramount 24 hours a day, seven days a week. The pest sighting log should be located where it is always accessible and convenient for use and should not be kept in offices that are locked regularly or that are out of the way. It should also be available for the night custodial staff because they have the opportunity to see pests that are active at night but not during the day. Staff should be repeatedly encouraged early in the IPM program to use the log to report all pest sightings and should be discouraged from reporting pest problems in other ways.

**Education**

Your Home Paramount technician will also be on the lookout for "teachable moments" or opportunities to explain pest biology and behavior, or ways that your pest management efforts can be made more efficient. Specialized training meetings can be developed to accommodate small, medium or large size groups for in-depth pest management training at your location.

Our staff entomologists are available to answer questions, provide training materials and support your pest management efforts.

**Benefits of an IPM Program**

- ✓ Provides long term results
- ✓ Environmentally friendly
- ✓ Reduces unnecessary chemical use and its liability
- ✓ Reduces risk of pesticide resistance
- ✓ Proactive, not reactive
- ✓ Detects a potential pest problem before it's a major problem
- ✓ Provides a written record of pest activities and control actions
- ✓ Promotes a better community relationship
- ✓ Site-specific

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Home Paramount Pest Control Company**

2 Business name/disregarded entity name, if different from above  
**Home Paramount Pest Control**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**2011 Rock Spring Road**

6 City, state, and ZIP code  
**Forest Hill, MD 21050**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

5	4	-	0	7	6	2	9	7	0
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► Tina M. Comer Date ► 01/10/2022

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
09/30/2021

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).

<b>PRODUCER</b> York Insurance Services Inc 2011 Rock Spring Road P O Box 900 Forest Hill MD 21050		<b>CONTACT NAME:</b> Valerie J McKay <b>PHONE (A/C, No, Ext):</b> (410) 838-1851 <b>FAX (A/C, No):</b> (410) 893-4187 <b>E-MAIL ADDRESS:</b> vmckay@yorkinsuranceservices.com															
<b>INSURED</b> Home Paramount Pest Control Company 2011 Rock Spring Road P O Box 850 Forest Hill MD 21050		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A</th> <th>NAIC #</th> </tr> <tr> <td>Arch Insurance Co</td> <td>11150</td> </tr> <tr> <td>INSURER B: Hartford Fire Ins. Co.</td> <td>19882</td> </tr> <tr> <td>INSURER C: Hartford Underwriters Ins. Co.</td> <td>30104</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A	NAIC #	Arch Insurance Co	11150	INSURER B: Hartford Fire Ins. Co.	19882	INSURER C: Hartford Underwriters Ins. Co.	30104	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

**COVERAGES**
**CERTIFICATE NUMBER:** 2021-22 All Lines-No Form

**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 <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Pest Inspection Damage GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPPKG0537208	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
B	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			30CSES31801	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			BPFXS0007808	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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 Y	N/A	30VNS31800	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

SAMPLE SAMPLE SAMPLE	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 
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MARYLAND DEPARTMENT OF AGRICULTURE  
PESTICIDE REGULATION SECTION  
THE WAYNE A. CAWLEY, JR. BUILDING  
50 HARRY S. TRUMAN PARKWAY  
ANNAPOLIS, MARYLAND 21401-7080  
(410) 841-5710

9981712

**PESTICIDE BUSINESS LICENSE NO. 1208**

HOME PARAMOUNT PEST CONTROL COMPANY BRANCH 105  
P.O. BOX 850  
FOREST HILL, MD 21050

EXPIRES 06/30/2022  
POST IN A CONSPICUOUS PLACE

APPLICATION CATEGORIES: 7A, 7B, 7C, 7D, 7E, 8

This license is granted to this business for the application of pesticides, in the category(ies) shown above, within the State of Maryland, in accordance with the provisions of the Agricultural Article, Sections 5-201 through 5-211, Annotated Code of Maryland.

A listing of the Pest Control Categories as appears in the Regulations Pertaining To The Pesticide Applicators Law, Code of Maryland Regulations (COMAR) 15.05.01 is provided on the reverse side of this certificate (license or permit).

A handwritten signature in cursive script, reading "Joseph Bartenfelder".

Joseph Bartenfelder  
Secretary of Agriculture

**WORCESTER COUNTY  
2022 PEST CONTROL SERVICE BID**

**ADDENDUM #1  
DATED: 3/29/2022**

Page 1 of 1

**REFERENCE:** 1. Revised Bid Document Section Titled..." INSTRUCTIONS TO  
BIDDERS" ...Item 1 & Item 2 Bid Due Date Revision.

2. NEW Pre-Bid Meeting scheduled

➤ **Please note the 2022 Pest Control Service Bid due date has been revised to Monday, April 18.**

"Bids should be mailed or hand carried to be received in the Office of the County Commissioners located at the Worcester County Government Center, 1 W. Market Street, Room 1103, Snow Hill, Maryland 21863 by or before **Monday, April 18, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered." This date revision applies to all bid due dates within the Pest Control Service bid documents.

➤ **Pre-Bid Meeting Scheduled**

A Pre-Bid meeting has been scheduled for 1:00 p.m. Tuesday, April 12, 2022 at the Department of Public Works Administration Building, 6113 Timmons Road, Snow Hill, MD. 21863. Attendance is not required but it is recommended. Attendance will not be a factor in awarding the bid.

End of Addendum  
mnh 3/29/20

**PEST CONTROL BID FORM  
SCHEDULE I – ROUTINE MONTHLY SERVICE**

CT	BUILDING	LOCATION	PRICE/MO. Yr. 1-2	PRICE/MO. Yr. 3	PRICE/MO. Yr. 4	PRICE/MO. Yr. 5
1	Animal Control	6207 Timmons Road, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
2	Bank Street Bldg.	301/303/305 Bank Street, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
3	Court House	1 W. Market Street, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
4	DPW - Administration	6113 Timmons Road, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
5	Fire Training Center	6743 Central Site Lane, Newark, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
6	Government Center	1 W. Market Street, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
7	Dental Clinic	107 William Street, Berlin, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
8	Berlin Health Dept.	9730 Healthway Drive, Berlin, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
9	Isle of Wight Service Bldg.	13070 St. Martins Neck Rd, Bishopville, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
10	Snow Hill Health Dept.	6040 Public Landing Road, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
11	Ocean City Health Dept.	4 Caroline Street, Ocean City, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
12	Jail	5022 Joyner Road, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
13	Berlin Library	13 Harrison Ave. Berlin, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
14	Ocean Pines Library	11107 Cathell Road, Ocean Pines, Berlin, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
15	Ocean City Library	10003 Coastal Highway, Ocean City, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
16	Pocomoke Library	301 Market Street, Pocomoke, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
17	Snow Hill Library	307 N. Washington Street, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
18	Water/Waste Water Admin. Bldg.	1000 Shore Lane, Ocean Pines, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
19	MSP Barracks Radio Tower	9758 Ocean Gateway, Berlin, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
20	Central Site Lane Radio Tower	6841 Central Site Lane, Newark, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
21	Klej Grange Radio Tower	2630 Klej Grange Road, Pocomoke, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
22	Water Tower Radio Tower	112 N. Washington Street, Snow Hill, MD	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00

BID FORM - PAGE 1 OF 3

**PEST CONTROL BID FORM  
SCHEDULE 1 - ROUTINE MONTHLY SERVICE**

CT	BUILDING	LOCATION	PRICE/MO. Yr. 1-2	PRICE/MO. Yr. 3	PRICE/MO. Yr. 4	PRICE/MO. Yr. 5
23	Nassawango Radio Tower	6572 Snow Hill Road, Snow Hill, MD	\$ 28 40.00	\$ 28.40.00	\$28.40.00	\$28.40.00
24	Pocomoke Water Tank	1637 Dunn Swamp Rd, Pocomoke, MD	\$ 28 40.00	\$28.40.00	\$28.40.00	\$28.40.00
25	State's Attorney Bldg.	106 Franklin Street, Snow Hill	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
26	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
27	Ocean City Senior Center	104 - 41 <sup>st</sup> St. & Coastal Hwy., Ocean City, MD	\$ 28 40.00	\$ 28.40.00	\$28.40.00	\$ 28.40.00
28	Pocomoke Service Building	400A & 400B Walnut St, Pocomoke, MD	\$ 28 40.00	\$28.40.00	\$28.40.00	\$ 28.40.00
29	Charles & Martha Fulton Senior Ctr.	4767 Snow Hill Road, Snow Hill, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
30	Solid Waste - Administration Bldg.	7091 Central Site Lane, Newark, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
31	Solid Waste - Recycling Bldg.	7091 Central Site Lane, Newark, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
32	Tourism & Economic Dev. Bldg.	100 Pearl St., Snow Hill, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
33	Riddle Farm - Bldg. 1	1101 Grays Corner Road, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
34	Riddle Farm - Bldg. 2	1101 Grays Corner Road, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
35	Riddle Farm - Bldg. 3	1101 Grays Corner Road, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
36	South Point Village - Bldg. 1	9815 Stephen Decatur Hwy., Unit 37, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
37	Mystic Harbour - Bldg. 1	9624 Stephen Decatur Highway, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
38	Mystic Harbour - Bldg. 2	9624 Stephen Decatur Highway, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
39	Landings - Bldg. 1	8731 Stephen Decatur Highway, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
40	Landings - Bldg. 2	8731 Stephen Decatur Highway, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
41	Assateague Pointe - Bldg. 1	12078 Assateague Way, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
42	Assateague Pointe - Bldg. 2	12078 Assateague Way, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
43	Assateague Pointe - Bldg. 3	12078 Assateague Way, Berlin, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
44	Belt Street Bldg.	100 Belt Street, Snow Hill, MD	\$ 28 40.00	\$ 28.40.00	\$ 28.40.00	\$ 28.40.00
<b>TOTAL</b>			<b>\$14995.20</b>	<b>\$14995.20</b>	<b>\$14995.20</b>	<b>\$14995.20</b>

**PEST CONTROL BID FORM****SCHEDULE II – AS NEEDED CALL IN SERVICE**

The following County buildings will be considered on an on-call or as needed basis, to be serviced as specified above. All services to be provided per Bidder's Time and Material rates that shall be submitted on the Bidder's company letterhead to accompany the Bid Forms.

<b>BUILDING</b>	<b>LOCATION</b>
Welcome Center	144 Ocean Highway, Pocomoke, MD
Recreation	6030 Public Landing Road, Snow Hill, MD
Parks	6022 Public Landing Road, Snow Hill, MD
Mosquito Control	6205 Timmons Road, Snow Hill, MD
DPW - Roads Division	5764 Worcester Highway, Snow Hill, MD
DPW – Roads Division	2001 Groton Road, Pocomoke, MD
DPW – Roads Division	10146 Main Street Ext., Berlin, MD

**BID AFFIDAVIT**

I, the undersigned, have reviewed the Bid Documents herein and fully understand all of the requirements and provisions to provide the services described for the price stated and the County's terms for this service.

<b>FIRM NAME:</b>	Home Paramount Pest Control Company
<b>ADDRESS:</b>	2011 Rock Spring Rd Forest Hill, MD 21050
<b>TELEPHONE:</b>	410-510-0700 X 8146
<b>FAX:</b>	410-638-8198
<b>EMAIL ADDRESS:</b>	tcomer@homeparamount.com

**BID MUST BE SIGNED TO BE CONSIDERED**

Date: 4/15/2022 Signature: Tina M. Comer

**ATTEST:**

Date: 4/15/2022 Signature: Robin Kraus



**April 18, 2022**

As needed or call-in pest control services for all buildings listed in Schedule II will be on a time and material basis.

As needed services to be provided at \$75 per service (excludes exterior rodent control).

As needed Exterior Rodent Treatment Bait Stations \$25.00 each with re-baiting \$3.00 per station per month.

Emergency/after-hours/Holiday services to be provided at \$125.00 per service (excludes exterior rodent control).

**As needed locations Building and address**

Welcome Center	144 Ocean Hwy, Pocomoke, MD
Recreation	6030 Public Landing Rd, Snow Hill, MD
Parks	6022 Public Landing Rd, Snow Hill, MD
Mosquito Control	6205 Timmons Rd, Snow Hill, MD
DPW- Roads Division	5764 Worcester Hwy, Snow Hill, MD
DPW-Roads Division	2001 Groton Rd, Pocomoke, MD
DPW-Roads Division	10146 Main St Ext, Berlin, MD

**Bennett Termite & Pest Solutions, LLC**

**410-352-3222 MD / 302-856-2127 DE / Fax 410-352-5440**

**bennetttermite.com**

**Pest Control Bid**

1. Hourly rate for inside service (normal business hours) = \$85 per hour
2. Hourly rate for after hours service = \$150 per hour

***Serving the Lower Eastern Shore for All of Your Pest Control Needs***

***P.O. Box 191, Bishopville, MD 21813***

**PEST CONTROL BID FORM  
SCHEDULE I - ROUTINE MONTHLY SERVICE**

CT	BUILDING	LOCATION	PRICE/MO. Yr. 1-2	PRICE/MO. Yr. 3	PRICE/MO. Yr. 4	PRICE/MO. Yr. 5
1	Animal Control	6207 Timmons Road, Snow Hill, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
2	Bank Street Bldg.	301/303/305 Bank Street, Snow Hill, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
3	Court House	1 W. Market Street, Snow Hill, MD	\$ 80.00	\$ 84.00	\$ 88.00	\$ 92.00
4	DPW - Administration	6113 Timmons Road, Snow Hill, MD	\$ 60.00	\$ 63.00	\$ 66.00	\$ 69.00
5	Fire Training Center	6743 Central Site Lane, Newark, MD	\$ 60.00	\$ 63.00	\$ 66.00	\$ 69.00
6	Government Center	1 W. Market Street, Snow Hill, MD	\$ 60.00	\$ 63.00	\$ 66.00	\$ 69.00
7	Dental Clinic	107 William Street, Berlin, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
8	Berlin Health Dept.	9730 Healthway Drive, Berlin, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
9	Isle of Wight Service Bldg.	13070 St. Martins Neck Rd, Bishopville, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
10	Snow Hill Health Dept.	6040 Public Landing Road, Snow Hill, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
11	Ocean City Health Dept.	4 Caroline Street, Ocean City, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
12	Jail	5022 Joyner Road, Snow Hill, MD	\$ 80.00	\$ 84.00	\$ 88.00	\$ 92.00
13	Berlin Library	13 Harrison Ave. Berlin, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
14	Ocean Pines Library	11107 Cathell Road, Ocean Pines, Berlin, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
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19	MSP Barracks Radio Tower	9758 Ocean Gateway, Berlin, MD	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00
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BID FORM - PAGE 1 OF 3

**PEST CONTROL BID FORM  
SCHEDULE I - ROUTINE MONTHLY SERVICE**

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25	State's Attorney Bldg.	106 Franklin Street, Snow Hill	\$ 60.00	\$ 63.00	\$ 66.00	\$ 69.00
26	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd, Berlin, MD	\$ 40.00	\$ 44.00	\$ 48.00	\$ 50.00
27	Ocean City Senior Center	104 - 41 <sup>st</sup> St. & Coastal Hwy., Ocean City, MD	\$ 50.00	\$ 53.00	\$ 56.00	\$ 60.00
28	Pocomoke Service Building	400A & 400B Walnut St, Pocomoke, MD	\$ 50.00	\$ 53.00	\$ 56.00	\$ 60.00
29	Charles & Martha Fulton Senior Ctr.	4767 Snow Hill Road, Snow Hill, MD	\$ 50.00	\$ 53.00	\$ 56.00	\$ 60.00
30	Solid Waste - Administration Bldg.	7091 Central Site Lane, Newark, MD	\$ 50.00	\$ 53.00	\$ 56.00	\$ 60.00
31	Solid Waste - Recycling Bldg.	7091 Central Site Lane, Newark, MD	\$ 50.00	\$ 53.00	\$ 56.00	\$ 60.00
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37	Mystic Harbour - Bldg. 1	9624 Stephen Decatur Highway, Berlin, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
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39	Landings - Bldg. 1	8731 Stephen Decatur Highway, Berlin, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
40	Landings - Bldg. 2	8731 Stephen Decatur Highway, Berlin, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
41	Assateague Pointe - Bldg. 1	12078 Assateague Way, Berlin, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
42	Assateague Pointe - Bldg. 2	12078 Assateague Way, Berlin, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
43	Assateague Pointe - Bldg. 3	12078 Assateague Way, Berlin, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
44	Belt Street Bldg.	100 Belt Street, Snow Hill, MD	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00
TOTAL			\$1760.00	\$1888.00	\$2400.00	\$2520.00

**PEST CONTROL BID FORM****SCHEDULE II – AS NEEDED CALL IN SERVICE**

The following County buildings will be considered on an on-call or as needed basis, to be serviced as specified above. All services to be provided per Bidder's Time and Material rates that shall be submitted on the Bidder's company letterhead to accompany the Bid Forms.

<b>BUILDING</b>	<b>LOCATION</b>
Welcome Center	144 Ocean Highway, Pocomoke, MD
Recreation	6030 Public Landing Road, Snow Hill, MD
Parks	6022 Public Landing Road, Snow Hill, MD
Mosquito Control	6205 Timmons Road, Snow Hill, MD
DPW - Roads Division	5764 Worcester Highway, Snow Hill, MD
DPW – Roads Division	2001 Groton Road, Pocomoke, MD
DPW – Roads Division	10146 Main Street Ext., Berlin, MD

**BID AFFIDAVIT**

I, the undersigned, have reviewed the Bid Documents herein and fully understand all of the requirements and provisions to provide the services described for the price stated and the County's terms for this service.

<b>FIRM NAME:</b>	Bennett Termite & Pest Solutions, LLC
<b>ADDRESS:</b>	P.O. Box 191 Bishopville, MD 21813
<b>TELEPHONE:</b>	410-352-3222
<b>FAX:</b>	410-352-5440
<b>EMAIL ADDRESS:</b>	bruce@bennetttermite.com

**BID MUST BE SIGNED TO BE CONSIDERED**

Date: 04-18-2022 Signature: Bruce C. Hansen

**ATTEST:**

Date: 04-18-2022 Signature: Paula Boley

**Delmarva Custom Spraying Inc.**

**3259 Texas rd, MD 21814**

**443-614-4265**

**[delmarvacustomspraying@yahoo.com](mailto:delmarvacustomspraying@yahoo.com)**

**On call hour: \$ 35 per**

**Chemical charge \$ 25 per unit**

**A unit is considered one of the following:**

**1 tube of pest gel**

**10 bait stations**

**10 Glue traps**

**PEST CONTROL BID FORM  
SCHEDULE 1 - ROUTINE MONTHLY SERVICE**

CT	BUILDING	LOCATION	PRICE/MO. Yr. 1-2	PRICE/MO. Yr. 3	PRICE/MO. Yr. 4	PRICE/MO. Yr. 5
1	Animal Control	6207 Timmons Road, Snow Hill, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
2	Bank Street Bldg.	301/303/305 Bank Street, Snow Hill, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
3	Court House	1 W. Market Street, Snow Hill, MD	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
4	DPW - Administration	6113 Timmons Road, Snow Hill, MD	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
5	Fire Training Center	6743 Central Site Lane, Newark, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
6	Government Center	1 W. Market Street, Snow Hill, MD	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
7	Dental Clinic	107 William Street, Berlin, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
8	Berlin Health Dept.	9730 Healthway Drive, Berlin, MD	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
9	Isle of Wight Service Bldg.	13070 St. Martins Neck Rd, Bishopville, MD	\$ 30.00	\$ 45.00	\$ 45.00	\$ 45.00
10	Snow Hill Health Dept.	6040 Public Landing Road, Snow Hill, MD	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
11	Ocean City Health Dept.	4 Caroline Street, Ocean City, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
12	Jail	5022 Joyner Road, Snow Hill, MD	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
13	Berlin Library	13 Harrison Ave. Berlin, MD	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
14	Ocean Pines Library	11107 Cathell Road, Ocean Pines, Berlin, MD	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
15	Ocean City Library	10003 Coastal Highway, Ocean City, MD	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
16	Pocomoke Library	301 Market Street, Pocomoke, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
17	Snow Hill Library	307 N. Washington Street, Snow Hill, MD	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
18	Water/Waste Water Admin. Bldg.	1000 Shore Lane, Ocean Pines, MD	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
19	MSP Barracks Radio Tower	9758 Ocean Gateway, Berlin, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
20	Central Site Lane Radio Tower	6841 Central Site Lane, Newark, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
21	Klej Grange Radio Tower	2630 Klej Grange Road, Pocomoke, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
22	Water Tower Radio Tower	112 N. Washington Street, Snow Hill, MD	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00

**PEST CONTROL BID FORM  
SCHEDULE I - ROUTINE MONTHLY SERVICE**

CT	BUILDING	LOCATION	PRICE/MO. Yr. 1-2	PRICE/MO. Yr. 3	PRICE/MO. Yr. 4	PRICE/MO. Yr. 5
23	Nassawango Radio Tower	6572 Snow Hill Road, Snow Hill, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
24	Pocomoke Water Tank	1637 Dunn Swamp Rd, Pocomoke, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
25	State's Attorney Bldg.	106 Franklin Street, Snow Hill	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
26	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd, Berlin, MD	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
27	Ocean City Senior Center	104 - 41 <sup>st</sup> St. & Coastal Hwy., Ocean City, MD	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
28	Pocomoke Service Building	400A & 400B Walnut St, Pocomoke, MD	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
29	Charles & Martha Fukon Senior Ctr.	4767 Snow Hill Road, Snow Hill, MD	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
30	Solid Waste - Administration Bldg.	7091 Central Site Lane, Newark, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
31	Solid Waste - Recycling Bldg.	7091 Central Site Lane, Newark, MD	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
32	Tourism & Economic Dev. Bldg.	100 Pearl St., Snow Hill, MD	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
33	Riddle Farm - Bldg. 1	1101 Grays Corner Road, Berlin, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
34	Riddle Farm - Bldg. 2	1101 Grays Corner Road, Berlin, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 15.00
35	Riddle Farm - Bldg. 3	1101 Grays Corner Road, Berlin, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
36	South Point Village - Bldg. 1	9815 Stephen Decatur Hwy., Unit 37, Berlin, MD	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
37	Mystic Harbour - Bldg. 1	9624 Stephen Decatur Highway, Berlin, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
38	Mystic Harbour - Bldg. 2	9624 Stephen Decatur Highway, Berlin, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
39	Landings - Bldg. 1	8731 Stephen Decatur Highway, Berlin, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
40	Landings - Bldg. 2	8731 Stephen Decatur Highway, Berlin, MD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
41	Assateague Pointe - Bldg. 1	12078 Assateague Way, Berlin, MD	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
42	Assateague Pointe - Bldg. 2	12078 Assateague Way, Berlin, MD	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
43	Assateague Pointe - Bldg. 3	12078 Assateague Way, Berlin, MD	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
44	Belt Street Bldg.	100 Belt Street, Snow Hill, MD	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
TOTAL			1435	1435	1435	1435

**PEST CONTROL BID FORM****SCHEDULE II – AS NEEDED CALL IN SERVICE**

The following County buildings will be considered on an on-call or as needed basis, to be serviced as specified above. All services to be provided per Bidder's Time and Material rates that shall be submitted on the Bidder's company letterhead to accompany the Bid Forms.

<b>BUILDING</b>	<b>LOCATION</b>
Welcome Center	144 Ocean Highway, Pocomoke, MD
Recreation	6030 Public Landing Road, Snow Hill, MD
Parks	6022 Public Landing Road, Snow Hill, MD
Mosquito Control	6205 Timmons Road, Snow Hill, MD
DPW - Roads Division	5764 Worcester Highway, Snow Hill, MD
DPW - Roads Division	2001 Groton Road, Pocomoke, MD
DPW - Roads Division	10146 Main Street Ext., Berlin, MD

**BID AFFIDAVIT**

I, the undersigned, have reviewed the Bid Documents herein and fully understand all of the requirements and provisions to provide the services described for the price stated and the County's terms for this service.

<b>FIRM NAME:</b>	Delmarva Custom Spraying Inc.
<b>ADDRESS:</b>	3259 Texas RD Bivalve, MD 21814
<b>TELEPHONE:</b>	443 614 4265
<b>FAX:</b>	
<b>EMAIL ADDRESS:</b>	delmarvacustomspraying@yahoo.com

**BID MUST BE SIGNED TO BE CONSIDERED**

Date: 4/14/2022 Signature: [Signature]

**ATTEST:**

Date: 4/14/2022 Signature: [Signature]



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**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

## MEMORANDUM

**TO: Weston Young, P.E., Chief Administrative Officer**  
**FROM: Dallas Baker, P.E., Director** *Dallas Baker*  
**DATE: April 22, 2022**  
**SUBJECT: Worcester County – 2022 Refuse Collection Service Bid**

\*\*\*\*\*

Attached for Commissioner review and approval is Public Works recommendation to award the Refuse Collection Services contract to Bennett Companies for a two-year contract, at a cost of \$77,684.00 (\$38,842 per year). It is also recommended that the optional three-year extension be awarded for \$141,804, bringing the five-year total to \$219,488. The current contract was awarded in 2017, extended to 2022, but expired February 28<sup>th</sup>. Bennett Companies held the previous contract and agreed to honor the existing service agreement until a new contract is in place.

Two bids were received on Monday, April 11, 2022, for refuse collection services at twenty-three County facilities. Bennett Companies was the low bidder for the two-year and the five-year terms. Bennett Companies is the County's current refuse collection contractor and has a history of providing the County with exceptional service. Republic Services did not submit a complete bid package as they neglected to include their business license. Based on the lower pricing, service history, and complete bid package submittal, Public Works recommends awarding the Refuse Collection Services contract to Bennett Companies.

Below is a list of the Bidder's pricing.

**BASE BID**

ID	BIDDER	TWO YEAR TOTAL PRICE
1	Bennett Companies	77,684.00
2	Republic Services	83,052.96

**OPTIONAL YEARLY PRICING**

<b>ID</b>	<b>BIDDER</b>	<b>YR. 3</b>	<b>YR. 4</b>	<b>YR. 5</b>	<b>5 YR TOTAL</b>
<b>1</b>	<b>Bennett Companies</b>	<b>42,840.00</b>	<b>47,112.00</b>	<b>51,852.00</b>	<b>219,488.00</b>
<b>2</b>	<b>Republic Services</b>	<b>43,602.76</b>	<b>45,785.96</b>	<b>48,072.12</b>	<b>220,513.80</b>

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

Attachments

cc: Chris Clasing  
Michael Hutchinson

**Competitive Bid Worksheet – Refuse Collection Service**

Bid Deadline/Opening Date: 1:00 P.M., Monday, April 11, 2022

Bids Received by deadline = 2

**Vendor's Submitting Bids**

Republic Services  
9140 Ocean Highway  
Delmar, DE 21875

Bennett Companies  
515 S. Camden Ave.  
Fruitland, MD 21826

May 1, 2022 – April 30, 2024	\$83,052.96	\$77,684.00		
May 1, 2024 – April 30, 2025	\$43,602.76	\$42,840.00		
May 1, 2025 – April 30, 2026	\$45,785.96	\$47,112.00		
May 1, 2026 – April 30, 2027	\$48,072.12	\$51,852.00		

## REFUSE COLLECTION BID FORM

YEAR 1-2 – PERIOD: May 1, 2022 through April 30, 2024

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	TWO-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 118.00	24	\$ 2832.00
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$ 210.00	24	\$ 5040.00
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 210.00	24	\$ 5040.00
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 126.50	24	\$ 3036.00
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 102.00	24	\$ 2448.00
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 88.00	24	\$ 2112.00
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$ 184.00	24	\$ 4416.00
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 116.00	24	\$ 2784.00
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 88.00	24	\$ 2112.00
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 102.00	24	\$ 2448.00
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 184.00	24	\$ 4416.00
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 102.00	24	\$ 2448.00
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 88.00	24	\$ 2112.00
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 88.00	24	\$ 2112.00
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 184.00	24	\$ 4416.00
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 102.00	24	\$ 2448.00
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 88.00	16	\$ 1408.00
18	Dental Clinic	107 William St., Berlin	\$ 67.00	24	\$ 1608.00
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 67.00	24	\$ 1608.00
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$ 153.00	24	\$ 3672.00
21	*Showell Park	11281 Racetrack Road, Showell	\$ 184.00	16	\$ 2944.00
22	Jail	5022 Joyner Road, Snow Hill	\$ 632.00	24	\$ 15,168.00
23	Bank St. Building	301-305 Bank St. Snow Hill	\$ 44.00	24	\$ 1056.00
GRAND TOTAL					\$ 77,684.00

\*West Ocean City Boat Ramp &amp; Showell Park containers will be for 8 months each year April through November.

**REFUSE COLLECTION BID FORM  
INFORMATIONAL - CONTRACT EXTENSION PRICING**

**YEAR 3 - PERIOD: May 1, 2024 through April 30, 2025**

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 130.00	12	\$ 1560.00
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$ 231.00	12	\$ 2772.00
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 231.00	12	\$ 2772.00
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 139.00	12	\$ 1668.00
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 113.00	12	\$ 1356.00
6	Iste of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 97.00	12	\$ 1164.00
7	Ocean Pines Library	11107 Catbell Rd., Berlin	\$ 203.00	12	\$ 2436.00
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 128.00	12	\$ 1536.00
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 97.00	12	\$ 1164.00
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 113.00	12	\$ 1356.00
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 203.00	12	\$ 2436.00
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 113.00	12	\$ 1356.00
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 97.00	12	\$ 1164.00
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 97.00	12	\$ 1164.00
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 203.00	12	\$ 2436.00
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 113.00	12	\$ 1356.00
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 97.00	8	\$ 776.00
18	Dental Clinic	107 William St., Berlin	\$ 74.00	12	\$ 888.00
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 74.00	12	\$ 888.00
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$ 169.00	12	\$ 2028.00
21	*Showell Park	11281 Racetrack Road, Showell	\$ 203.00	8	\$ 1624.00
22	Jail	5022 Joyner Road, Snow Hill	\$ 696.00	12	\$ 8352.00
23	Bank St. Building	301-305 Bank St. Snow Hill	\$ 49.00	12	\$ 588.00
<b>GRAND TOTAL</b>					<b>\$ 42,840</b>

\*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1<sup>st</sup> through November 30<sup>th</sup>.

**REFUSE COLLECTION BID FORM  
INFORMATIONAL - CONTRACT EXTENSION PRICING**

**YEAR 4 - PERIOD: May 1, 2025 through April 30, 2026**

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 143.00	12	\$ 1716.00
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$ 254.00	12	\$ 3048.00
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 254.00	12	\$ 3048.00
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 153.00	12	\$ 1836.00
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 124.00	12	\$ 1488.00
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 107.00	12	\$ 1284.00
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$ 223.00	12	\$ 2676.00
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 141.00	12	\$ 1692.00
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 107.00	12	\$ 1284.00
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 124.00	12	\$ 1488.00
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 223.00	12	\$ 2676.00
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 124.00	12	\$ 1488.00
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 107.00	12	\$ 1284.00
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 107.00	12	\$ 1284.00
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 223.00	12	\$ 2676.00
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 124.00	12	\$ 1488.00
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 107.00	8	\$ 856.00
18	Dental Clinic	107 William St., Berlin	\$ 81.00	12	\$ 972.00
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 81.00	12	\$ 972.00
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$ 186.00	12	\$ 2232.00
21	*Showell Park	11281 Racetrack Road, Showell	\$ 223.00	8	\$ 1784.00
22	Jail	5022 Joyner Road, Snow Hill	\$ 766.00	12	\$ 9192.00
23	Bank St. Building	301-305 Bank Street Snow Hill	\$ 54.00	12	\$ 648.00
<b>GRAND TOTAL</b>					<b>\$ 47,112</b>

\*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1<sup>st</sup> through November 30<sup>th</sup>.

**REFUSE COLLECTION BID FORM  
INFORMATIONAL – CONTRACT EXTENSION PRICING**

**YEAR 5 – PERIOD: May 1, 2026 through April 30, 2027**

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 157.00	12	\$ 1884.00
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$ 279.00	12	\$ 3348.00
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 279.00	12	\$ 3348.00
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 168.00	12	\$ 2016.00
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 137.00	12	\$ 1644.00
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 118.00	12	\$ 1416.00
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$ 245.00	12	\$ 2940.00
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 155.00	12	\$ 1860.00
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 118.00	12	\$ 1416.00
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 137.00	12	\$ 1644.00
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 245.00	12	\$ 2940.00
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 137.00	12	\$ 1644.00
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 118.00	12	\$ 1416.00
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 118.00	12	\$ 1416.00
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 245.00	12	\$ 2940.00
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 137.00	12	\$ 1644.00
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 118.00	8	\$ 944.00
18	Dental Clinic	107 William St., Berlin	\$ 89.00	12	\$ 1068.00
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 89.00	12	\$ 1068.00
20	Firearms Training Center	9200 Langmaid Rd., Newark	\$ 205.00	12	\$ 2460.00
21	*Showell Park	11281 Racetrack Road, Showell	\$ 245.00	8	\$ 1960.00
22	Jail	5022 Joyner Road, Snow Hill	\$ 843.00	12	\$ 10,116.00
23	Bank St. Building	301-305 Bank Street, Snow Hill	\$ 60.00	12	\$ 720.00
<b>GRAND TOTAL</b>					<b>\$ 57,852</b>

\*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1<sup>st</sup> through November 30<sup>th</sup>.

## REFUSE COLLECTION BID FORM

## SIGNATURE PAGE

Name: David Bennett (Print)Signature: David Bennett Date: 04/08/2022Company/Firm: Bennett Construction Inc Telephone: 410 749-3116Company Address: 515 S Camden Ave Fax: 410 749 6088City: Freutland State: MD Email Address: Bennett59112@gmail.comZip: 21826

NOTE: BID FORM MUST BE SIGNED TO BE VALID

BID FORM - PAGE 5 OF 5



BENNCON-01

DGREEN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2022

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).

<b>PRODUCER</b> Avon Dixon, an Alera Group Agency, LLC 28640 Marys Court, Suite 100 Easton, MD 21601		<b>CONTACT NAME:</b> Damian Green <b>PHONE (A/C, No, Ext):</b> (410) 763-6744 <b>FAX (A/C, No):</b> (410) 770-5402 <b>E-MAIL ADDRESS:</b> damian.green@avondixon.com	
<b>INSURED</b> Bennett Construction, Inc., DBA: Bennett Construction Co & Bennett Waste 515 S Camden Ave Fruitland, MD 21826		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Insurance Company of America NAIC # 12572 <b>INSURER B:</b> Selective Insurance Company of South Carolina 19259 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES		CERTIFICATE NUMBER:		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	S 1913702	8/5/2021	8/5/2022	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	S 2227917	8/5/2021	8/5/2022	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 EXCESS LIAB DED RETENTION \$	X	S 1913702	8/5/2021	8/5/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
	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			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Site-Work Pollution		S 1913702	8/5/2021	8/5/2022	Occurrence/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Worcester County, its employees and agents are Additional Insured, when required by written contract., for General Liability and Automobile Liability coverage. Thirty (30) days notice of cancellation will be provided, unless for nonpayment of premium (10 days).

## CERTIFICATE HOLDER

## CANCELLATION

Worcester County Department of Public Works  
 6113 Timmons Rd  
 Snow Hill, MD 21863

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

*Matthew J. Hall*



8100 NE Parkway Drive, Suite 200 Vancouver, WA 98662  
360.828.0700 -- www.BBSI.com

April 6, 2022  
902557

**INSURED:** Bennett Construction, INC

**Client Address:** 515 S Camden Ave  
Fruitland, MD 21826

**Re:** Barrett Business Services, Inc. ("BBSI")  
Letter of Self-Insurance for Workers' Compensation Coverage

As the named addressee of this letter, your company's required Workers' Compensation coverage is provided through BBSI's state-approved Self-Insured Workers' Compensation Plan by way of your co-employment contract with BBSI.

Additional information is as follows:

<b>State:</b> Maryland	<b>Employer Liability Limits:</b>
Self-Insurance Certification #: I1365	\$1,000,000 -- Each Accident
Workers' Compensation Limits: Statutory	\$1,000,000 -- Disease Coverage Limit by Client
	\$1,000,000 -- Disease; Each Employee

**Certificate Holder:** Worcester County Department of Public Works  
6113 Timmons Rd  
Snow Hill, MD 21863

- ☒ Coverage dates: 7/1/2021 -- 7/1/2022
- ☒ 30-Day Cancellation Notice
- ☐ Blanket Waiver of Subrogation
- ☐ Specific Waiver of Subrogation in favor of:

Additionally, BBSI's Self-Insured program is further supported by an excess workers' compensation insurance policy with ACE American Insurance Co. Copy of certificate is available upon request.

**For additional information, please contact your local BBSI office at: Salisbury**

**220 E Main St, Salisbury, MD  
21801**

Best Regards,

**Gary Kramer**  
**President and Chief Executive Officer**

Rev 1.0 - 09/07/2021

90 Fruitland



# State of Maryland

## License

BENNETT CONSTRUCTION CO INC  
515 S CAMDEN AVE  
FRUITLAND MD 21826

BENNETT CONSTRUCTION CO INC  
515 S CAMDEN AVE  
FRUITLAND MD 21826

22866704

22382144

03340585

21

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSU  
MO DAY YR  
04/19/2021

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 B. McAllister, Clerk of Circuit Court  
P.O. BOX 198  
SALISBURY, MARYLAND 21803-0198 (410)543-1427

RGD

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.

Clerk of the Circuit Court for  
Wicomico County  
101 North Division Street  
Salisbury, MD 21801

(410) 543-1427

BL - Local Lic 22 - Fruitland 1x 15.00 15.00

County: 22

Jurisdiction: 03

Control Number: 22382144

License Number: 22866704

BL - State License Costs/Penalties 1x 0.00 0.00

BL - Special Retail Cigarette 1x 0.00 0.00

BL - Issuing Fees 1x 2.00 2.00

SubTotal

Total:

REV-Check WFB

Number: 12137

04/19/2021 13:08

#14796914 1148/60

Thank you

James B. McAllister  
Clerk of the Court

CC22-RG

## REFUSE COLLECTION BID FORM

YEAR 1-2 - PERIOD: May 1, 2022 through April 30, 2024

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	TWO-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 44.60	24	\$ 1070.40
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$ 329.08	24	\$ 7897.92
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 329.08	24	\$ 7897.92
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 164.54	24	\$ 3948.96
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 123.41	24	\$ 2961.84
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 82.27	24	\$ 1974.48
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$ 164.54	24	\$ 3948.96
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 123.41	24	\$ 2961.84
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 82.27	24	\$ 1974.48
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 123.41	24	\$ 2961.84
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 164.54	24	\$ 3948.96
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 123.41	24	\$ 2961.84
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 82.27	24	\$ 1974.48
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 82.27	24	\$ 1974.48
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 164.54	24	\$ 3948.96
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 123.41	24	\$ 2961.84
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 82.27	16	\$ 1316.32
18	Dental Clinic	107 William St., Berlin	\$ 41.14	24	\$ 493.68
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 41.14	24	\$ 493.68
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$ 61.70	24	\$ 1480.80
21	*Showell Park	11281 Racetrack Road, Showell	\$ 164.54	16	\$ 2632.64
22	Jail	5022 Joyner Road, Snow Hill	\$ 822.70	24	\$ 19744.80
23	Bank St. Building	301-305 Bank St. Snow Hill	\$ 22.30	24	\$ 535.20
GRAND TOTAL					\$ 83052.96

\*West Ocean City Boat Ramp &amp; Showell Park containers will be for 8 months each year April through November.

BID FORM - PAGE 1 OF 5

**REFUSE COLLECTION BID FORM  
INFORMATIONAL – CONTRACT EXTENSION PRICING**

**YEAR 3 – PERIOD: May 1, 2024 through April 30, 2025**

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 46.83	12	\$ 561.96
2	Berlin Health Dept.	9730 Heathway Dr., Berlin	\$ 345.53	12	\$ 4146.36
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 345.53	12	\$ 4146.36
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 172.77	12	\$ 2073.24
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 129.58	12	\$ 1554.96
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 86.38	12	\$ 1036.56
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$ 172.77	12	\$ 2073.24
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 129.58	12	\$ 1554.96
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 86.38	12	\$ 1036.56
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 129.58	12	\$ 1554.96
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 172.77	12	\$ 2073.24
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 129.58	12	\$ 1554.96
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 86.38	12	\$ 1036.56
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 86.38	12	\$ 1036.56
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 172.77	12	\$ 2073.24
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 129.58	12	\$ 1554.96
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 86.38	8	\$ 691.04
18	Dental Clinic	107 William St., Berlin	\$ 43.19	12	\$ 518.28
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 43.19	12	\$ 518.28
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$ 64.79	12	\$ 777.48
21	*Showell Park	11281 Racetrack Road, Showell	\$ 172.77	8	\$ 1382.16
22	Jail	5022 Joyner Road, Snow Hill	\$ 863.84	12	\$ 10366.08
23	Bank St. Building	301-305 Bank St. Snow Hill	\$ 23.41	12	\$ 280.92
<b>GRAND TOTAL</b>					<b>\$ 43602.76</b>

\*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1<sup>st</sup> through November 30<sup>th</sup>.

**REFUSE COLLECTION BID FORM  
INFORMATIONAL - CONTRACT EXTENSION PRICING**

**YEAR 4 - PERIOD: May 1, 2025 through April 30, 2026**

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 49.17	12	\$ 590.04
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$ 362.81	12	\$ 4353.72
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 362.81	12	\$ 4353.72
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 181.41	12	\$ 2176.92
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 136.05	12	\$ 1632.60
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 90.70	12	\$ 1088.40
7	Ocean Pines Library	11107 Cabell Rd., Berlin	\$ 181.41	12	\$ 2176.92
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 136.05	12	\$ 1632.60
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 90.70	12	\$ 1088.40
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 136.05	12	\$ 1632.60
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 181.41	12	\$ 2176.92
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 136.05	12	\$ 1632.60
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 90.70	12	\$ 1088.40
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 90.70	12	\$ 1088.40
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 181.41	12	\$ 2176.80
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 136.05	12	\$ 1632.60
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 90.70	8	\$ 725.60
18	Dental Clinic	107 William St., Berlin	\$ 45.35	12	\$ 544.20
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 45.35	12	\$ 544.20
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$ 68.03	12	\$ 816.36
21	*Showell Park	11281 Racetrack Road, Showell	\$ 181.41	8	\$ 1451.28
22	Jail	5022 Joyner Road, Snow Hill	\$ 907.03	12	\$ 10884.36
23	Bank St. Building	301-305 Bank Street Snow Hill	\$ 24.59	12	\$ 319.67
<b>GRAND TOTAL</b>					<b>\$ 45785.96</b>

\*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1<sup>st</sup> through November 30<sup>th</sup>.

BID FORM - PAGE 3 OF 5

**REFUSE COLLECTION BID FORM  
INFORMATIONAL - CONTRACT EXTENSION PRICING**

**YEAR 5 - PERIOD: May 1, 2026 through April 30, 2027**

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$ 51.63	12	\$ 619.56
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$ 380.95	12	\$ 4571.40
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	\$ 380.95	12	\$ 4571.40
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$ 190.48	12	\$ 2285.76
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$ 142.86	12	\$ 1714.32
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$ 95.24	12	\$ 1142.88
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$ 190.48	12	\$ 2285.76
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$ 142.86	12	\$ 1714.32
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 95.24	12	\$ 1142.88
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 142.86	12	\$ 1714.32
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$ 190.48	12	\$ 2285.76
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$ 142.86	12	\$ 1714.32
13	Animal Control	6207 Timmons Rd., Snow Hill	\$ 95.24	12	\$ 1142.88
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$ 95.24	12	\$ 1142.88
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$ 190.48	12	\$ 2285.76
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$ 142.86	12	\$ 1714.32
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$ 95.24	8	\$ 761.92
18	Dental Clinic	107 William St., Berlin	\$ 47.62	12	\$ 571.44
19	Fire Training Center	6743 Central Site Ln., Newark	\$ 47.62	12	\$ 571.44
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$ 71.43	12	\$ 857.16
21	*Showell Park	11281 Racetrack Road, Showell	\$ 190.48	8	\$ 1523.84
22	Jail	5022 Joyner Road, Snow Hill	\$ 952.38	12	\$ 11428.28
23	Bank St. Building	301-305 Bank Street, Snow Hill	\$ 25.81	12	\$ 309.72
<b>GRAND TOTAL</b>					<b>\$ 48072.12</b>

\*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1<sup>st</sup> through November 30<sup>th</sup>.

**BID FORM - PAGE 4 OF 5**

REFUSE COLLECTION BID FORM

SIGNATURE PAGE

Name: Geoffrey Jacobs (Print)

Signature:  Date: 4 / 1 / 2022

Company/Firm: BFI Waste Services LLC, DBA Allied Waste Services of Delmar, Republic Services of Delmar Telephone: 800-762-8888

Company Address: 9140 Ocean Highway Fax: 410-742-9404

City: Delmar State: MD Email Address: gjacobs@republicservices.com

Zip: 21875

NOTE: BID FORM MUST BE SIGNED TO BE VALID

BID FORM - PAGE 5 OF 5



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

**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

## MEMORANDUM

**TO:** Weston Young, Chief Administrative Officer  
 Joe Parker, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director *Dallas Baker*  
**DATE:** April 18, 2022  
**SUBJECT:** Solid Waste Purchase Request for 20-yard Bins

Public Works, Solid Waste/Recycling Division is requesting authorization to purchase two, 20 cubic yard standard duty recycle containers to replace rusted out, unrepairable containers. Containers would be purchased under the Source Well Contract 041217-WQI-wastequip (attached) through Mid-Atlantic Waste Systems in the amount of \$27,824.00.

Recycling's FY'22 budget includes \$25,637 in the Capital Equipment Other Account (100.9010.060) for the purchase of two, 20-yard containers (estimated at \$16,470) and one, 40-yard container (estimated at \$9,167). Due to rising costs, the purchase price of the two 20-yard containers is now \$27,824. Recycling proposes to eliminate the purchase of the 40-yard bin and make up the remaining difference (\$2,187) with the use of the Assigned Fund Balance Account, line item for Recycling and Home Owner Convenience Center Repairs/Upgrades.

Please let me know if there are any questions.

Attachment

cc: Chris Clasing  
 Mike Mitchell  
 Mike McClung  
 Barbara Hitch

# ITEM 5



Division of THC Enterprises, Inc.  
 Easton, MD \* Baltimore, MD \* Chesapeake, VA Chester, PA \*  
 Clinton, MD \* Cheswick, PA \* Salem, VA  
 Phone 800-338-7274 Fax 410-820-9916  
 Visit us on the web! www.mawaste.com



## PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road  
 Easton, MD 21601

### SOLD TO

Mike Mitchell  
 Worcester County  
 7091 Central Site Ln  
 Newark, MD 21841-2239  
 USA

### SHIP TO

Mike Mitchell  
 Worcester County  
 7091 Central Site Ln  
 Newark, MD 21841-2239  
 USA

Quote #: RSSQ37120

Account:

Terms:

Date: 03/07/22

(410) 632-3177

mmitchell@co.worcester.md.us

(410) 632-3177

mmitchell@co.worcester.md.us

Sales Rep Jack Mason

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
<b>SOURCEWELL CONTRACT 041217-WQI-WASTEQUIP</b>			
<b>WORCESTER COUNTY ID # 82887</b>			
2.00	20 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	\$6,836.00	\$13,672.00
2.00	Understructures - Dempster Dino/Bale Hook	\$2,295.00	\$4,590.00
2.00	Recycle Roof - Barn Roof	\$3,089.00	\$6,178.00
12.00	Recycle Roof - 30" x 30" Sliding Poly Door Each	\$162.00	\$1,944.00
1.00	Freight to Newark, MD 21841	\$1,440.00	\$1,440.00

*Customer responsible for offloading equipment at time of arrival.*

*All built per manufacturer's standard specifications.*

*Price includes one standard color paint. Additional charges will apply if not a standard color paint from paint brochure or a metallic paint.*

*Due to the volatility of the fuel and steel markets, prices are subject to change without notice.*

*Terms: Net 30 Days*

*Approximate Delivery: 60-90 Days After Receipt of Signed Sales Order and Deposit (if applicable).*

# ITEM 5

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
		Subtotal	\$27,824.00
		Federal Excise Tax	\$0.00
		Sales Tax	\$0.00
		TOTAL*	\$27,824.00

\*Total does not include optional items

***F.E.T will be charged on all applicable items  
unless current F.E.T Exemption form is on file.***

*Any cancellation or modification of order will result in a 20% restocking charge to Buyer.*



## TERMS AND CONDITIONS

### 1. General

No terms or condition of Buyer's purchase order which is different from or in addition to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on MID-ATLANTIC WASTE SYSTEMS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations or agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

### 2. Price and Payment

**\*\*Payments Accepted:** Cash, Checks, ACH & Wires. Credit Card payments above \$5,000 will incur a 3% fee.

(a) Prices quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be the expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

(b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including, without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

(c) MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said MID-ATLANTIC WASTE SYSTEMS, DIVISION OF THC ENTERPRISES, INC., shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Maryland.

### 3. Delivery

(a) Delivery dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and

### 4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATION IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

### 5. Delays

Seller shall not be liable for the failure or delay in the performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, orders or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

### 6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

### 7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, costs or goods and profit. Any cancellation or modification of order will result in a 20% restocking charge to Buyer.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

FINANCING AVAILABLE

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Customer Approval to Process Order

☐

EXEMPT

☐

NOT EXEMPT

Sales Tax Status - PLEASE INITIAL  
MUST SELECT TO PROCESS ORDER

Date

Thank you for the opportunity to earn your business!

**OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY**

Kristin Heiser  
State's Attorney



106 Franklin Street  
Snow Hill, MD 21863

---

Circuit Court Division (410) 632-2166  
Fax (410) 632-3250  
[www.worcestersao.com](http://www.worcestersao.com)

---

District Court Division (410) 632-2177  
Fax (410) 632-2175  
[sao@co.worcester.md.us](mailto:sao@co.worcester.md.us)

April 21, 2022

Worcester County Commissioners  
1 West Market Street  
Snow Hill, Maryland 21863

Dear Commissioners:

The Town of Ocean City has offered to provide approximately 500 square feet of additional office space within the Ocean City District Court for the use of my staff at no cost to Worcester County. Please see the enclosed proposed Memorandum of Understanding, which has already been reviewed by Mr. Leslie. I would very much like to begin housing staff at the Ocean City location prior to the commencement of the busy summer season as we continue to increase staffing levels at the Office of the State's Attorney.

I request that you set this matter on the agenda for the next available Commissioner's meeting for approval of the Memorandum of Understanding.

I thank you in advance for your consideration.

Very Truly Yours,

Kristin Heiser

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**County Commissioners of Worcester County, Maryland**  
**and the**  
**Mayor and City Council of Ocean City, Maryland**

This Memorandum of Understanding ("MOU") is made by and between the County Commissioners of Worcester County ("County") and the Mayor and City Council of Ocean City, Maryland ("Town").

WHEREAS, the County and the Town mutually recognize the need for the Worcester County State's Attorney's Office ("SAO") to operate a satellite Office ("Office") (as more particularly described below) for the ongoing operation and prosecution of cases within Ocean City; and

WHEREAS, the SAO is funded by the County and needs additional space for its operation that is not presently available outside of Ocean City; and

WHEREAS, the County wishes to have the SAO occupy property owned by Town to operate said Office; and

WHEREAS, the Town wishes to arrange for use of office space for the SAO and permit the SAO to occupy said property to operate this Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and the Town agree that the SAO may occupy the Office as described below for the purposes set out above and subject to the conditions set out herein.

**I. Town agrees to the following:**

The Town shall arrange use and access to the Office which shall be approximately 430 square feet of office space located in the northwest portion of the Ocean City District Court Building located at 6505 Coastal Highway, Ocean City, Maryland and accessed via the west corridor. Rooms are as labeled C129 (13'x14' reception area), C130 (12'x14' office) and C131 (9'x9' interview room/office) on the attached drawing. The SAO shall be provided keys to the Office so that it may be accessed at any time.

**II. County agrees to the following:**

- A. Provide all office furniture to be used within the Office.
- B. To use the Office solely for the operation of the SAO's and the prosecution of cases involved with law enforcement in Ocean City.
- C. To not make any alterations to Office without the express written approval of Town.

### **III. Rent:**

There shall be no rent charged/due for the use of the Office except that the County shall assume all operational expenses and responsibilities for general services of the Office, including voice and data communications, and ongoing office cleaning for the entire year. There shall be no charge for HVAC or water but the County will be billed directly for the pro rata share of electric based on the square footage of the Office.

### **IV. Amendment of MOU:**

This MOU may be amended in writing, at any time, by mutual agreement of the County and the Town.

### **V. Term of MOU:**

This MOU shall become effective upon signature of the County and the Town (the latest signature date controlling) and may be terminated by either party with sixty (60) days written notice. Until such written termination, this MOU shall remain in full force and effect without the necessity of periodic renewal. When the MOU terminates, the County shall remove any furniture, supplies, equipment and other County owned items from the Office at its sole expense. The County shall restore the Office to its original condition, reasonable wear and tear excepted.

### **VI. Assignment:**

This MOU and the use of Office shall not be assigned by the County to any other entity or to any other department within the County for use, nor may it be used for any other purpose.

### **VII. Insurance:**

The County shall maintain in effect throughout the term of this MOU, personal injury and property damage liability insurance, with a responsible insurance company, qualified and duly licensed to do business in Maryland, covering Office and its appurtenances, for injury or death of any one (1) person, and for injury or death to any number of persons in one occurrence. Insurance amount for bodily injury, death and property damage shall be at least \$1 million for each person or damage to property, and \$3 million for each occurrence. Such insurance shall specifically insure the County against all liability assumed by it hereunder, as well as liability imposed by law. The County shall add the Town and its officials, officers, agents, employees and representatives as additional insured, under all insurance policies and the Town's status shall be primary and non-contributory, without regard to Contractor's fault or lack thereof.

The County shall obtain and maintain Workers' Compensation insurance as required by law for its employees. County employees and staff working in the Office are at all times employees of the County and not of the Town.

## **VIII. Liability and Indemnification:**

To the extent permitted by law, the County and all of its officials, officers, agents, employees, contractors, successors and assigns, hereby indemnify the Town, its officials, officers, agents, employees, and representatives, and hold the Town, its officials, officers, agents, employees, and representatives harmless for, from, and against any and all liabilities, claims, demands, and causes of action of any kind, at law or at equity, judgments, damages and costs (including without limitation reasonable attorneys' fees) asserted by any third parties, arising at any time after the execution of this MOU, and related directly or indirectly to the services performed by the County, and/or the conduct of the County and its officials, officers, agents, employees, contractors, successors and assigns.

To the extent permitted by law, the County and all of its officials, officers, agents, employees, contractors, successors, and assigns hereby expressly agree to indemnify and hold the Town its officials, officers, agents, employees, and representatives harmless from penalties for violation of any law, ordinance, regulation or emergency order as a result of the County's use and occupancy of the Office.

## **IX. Right of Entry:**

The County shall permit the Town, and its agents and employees, to enter into, and upon Office at all reasonable times for the purpose of inspecting same or for making repairs, additions, or alterations as needed in the building and the Office.

## **X. Miscellaneous:**

This MOU shall be subject to and governed by the laws of the State of Maryland. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein. Any modification or termination of this MOU shall be in writing to be effective.

**XI. Contact Information:**

Any notice under this MOU shall be given in writing to the parties at the addresses set forth below:

For the County:  
Weston S. Young  
Chief Admin. Officer  
Worcester County  
One West Market Street  
Snow Hill, Maryland 21863  
Email: [weston.young@co.worcester.md.us](mailto:weston.young@co.worcester.md.us)

For the Town:  
Terence J. McGean, PE  
City Manager  
Town of Ocean City  
301 N. Baltimore Avenue  
Ocean City, Maryland 21842  
Email: [tmcgean@oceancitymd.gov](mailto:tmcgean@oceancitymd.gov)

COUNTY COMMISSIONERS  
OF WORCESTER COUNTY, MARYLAND

MAYOR AND CITY COUNCIL  
OF OCEAN CITY, MARYLAND

By: \_\_\_\_\_  
Weston S. Young  
Chief Administrator Officer

By: \_\_\_\_\_  
Terence J. McGean, PE  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Worcester County Department of Environmental Programs

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

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

## Memorandum

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

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

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

**Subject:** Maryland Coastal Bays Program  
Request for Annual Cost Share

**Date:** 4/22/22

Pursuant to their request for cost share information, I have reviewed the attached letter from Mr. Kevin Smith, the Executive Director for the Maryland Coastal Bays Program. In this letter, Mr. Smith is requesting matching funds of at least \$700,000 from Worcester County toward the match required by the Environmental Protection Agency's National Estuary Program Grant Funding for the time frame of October 1, 2022 through September 30, 2023. The Program is scheduled to receive \$700,000 in annual funding from the Federal Government and has to provide an equivalent match from other non-federal sources. This is a 10% increase in direct funding from the Federal government to support education, research, and restoration work in our Coastal Bay watersheds.

In prior years, the County Commissioners approved an in-kind match, specifically the State funds expended for the purchase of Rural Legacy Easements in our Coastal Bays Rural Legacy Program Area and other state grant and in-kind services conducted by the County aimed at the protection and restoration of our Coastal Bays.

Our annual funding from the State of Maryland under local grants from the Bay Restoration Fund (BRF) are used for sewer connections and septic pre-treatment upgrades. Historically, over 80% of the annual BRF funding is expended in the Coastal Bays Watershed and I believe we would be right to project that a significant portion of this funding program (at least \$200,000) will be expended in the Federal Grant Cycle detailed in the letter.

Also, our expected level of funding would total over \$500,000 from the State in Rural Legacy Grant Funds for easement purchases of two (2) properties in the Coastal Bays Rural Legacy Area (RLA) in FY 22. Ms. Katherine Munson, Planner V, feels confident that we will expend this amount of funding in the referenced timeframe. After reviewing the potential interest in easements with Ms. Munson, I concur that we will be able to expend this amount within the range quoted above during the Federal Grant Cycle.

I would also note we also have a pending Phase 2 grant that will be awarded for the Selsey Road Resiliency project that will amount to at least \$1MM in construction project funding. This will appear within this Federal funding cycle.

Continuing our past practice of matching these grants in this manner will be of assistance to the Coastal Bays Program without requiring any cash being directly laid out by the County. Additionally, there are also other programs and in-kind services that would also qualify as a match for this partner funding should the program funding referenced above fall short for any reason.

## ITEM 7

Should the County Commissioners concur and wish to approve this same type of in-kind match in the amount of \$700,000, a draft letter to the Maryland Coastal Bays Program is attached herewith for your consideration.

As always, both I and Katherine will be available to discuss the matter with you and the County Commissioners at your convenience.

### Attachments

cc: Katherine Munson, Planner V, EP  
Candace Savage, Budget Officer



**MARYLAND COASTAL BAYS PROGRAM**

8219 Stephen Decatur Highway  
Berlin, Maryland 21811  
(410) 213-2297 - PHONE  
(410) 213-2574 - FAX  
[mcbp@mdcoastalbays.org](mailto:mcbp@mdcoastalbays.org)  
[www.mdcoastalbays.org](http://www.mdcoastalbays.org)

April 14, 2022

Mr. Weston Young  
Worcester County Government Center  
One West Market St., Snow Hill, MD 21863 – 1195

Dear Mr. Young,

The Maryland Coastal Bays Program is once again applying for the EPA National Estuary Program grant funding for the time frame of October 1, 2022 through September 30, 2024. This grant-funding year, the Maryland Coastal Bays Program is expected to again receive \$700,000 from the EPA. The program must provide as match an equivalent amount of \$700,000 from other non-federal sources. I am attaching the letter from FY 22 that the County was able to provide to MCBP.

We would appreciate whatever match Worcester County can provide. In order to facilitate the grant application process, please respond by April 30, 2021.

The Maryland Coastal Bays Program appreciates your support and involvement in the National Estuary Program. If you have questions, please contact me at on my cellphone at 301-580-0848.

Thank you,

*Kevin Smith*

Kevin Smith  
Executive Director

Cc: Bob Mitchell  
Katherine Munson

May, \_\_2022

Mr. Kevin Smith  
Executive Director  
Maryland Coastal Bays Program  
8219 Stephen Decatur Highway  
Berlin, MD 21811

Re: National Estuary Program Grant match, FFY22

Dear Mr. Smith:

As you are aware, at their meeting on May -----, the County Commissioners approved an in-kind match of approximately \$700,000 for the Environmental Protection Agency (EPA) National Estuary Program (NEP) grant for the period October 1, 2021 to September 30, 2022.

Worcester County will use the non-federal Rural Legacy Program funds, expended during the above-stated time period for part of this match. There will also be a match from the Bay Restoration Fund (BRF) grants for the same time period along with Maryland DNR Coastal Resiliency Grant funding and other County programs that could qualify as a match for your partner funding requirements. The Department of Environmental Programs will assemble and submit the necessary documentation required by the Environmental Protection Agency (EPA) to the Coastal Bays Program. Please contact Robert Mitchell and Katherine Munson directly regarding this matter.

Sincerely,

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

cc: Robert Mitchell, Director, Environmental Programs  
Katherine Munson, Planner V, EP  
Candace Savage, Budget Officer



Worcester County Department of Environmental Programs

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

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

## Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJ Mitchell".

**Subject: Joint Public Hearing Notice**  
Mystic Harbour Sanitary Service Area  
Expansion of Sewer Planning Area  
SW-2021-04  
Petition for Sanitary Area Expansion for a Single Property  
SSA-2021-02

**Date:** 4/22/22

The Planning Commission met on April 7, 2022, and reviewed this amendment application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to revise the sewer planning area for the Mystic Harbour Sanitary Service Area. We are also forwarding the Sanitary Service Area (SSA) Petition for expansion of the Mystic Harbour Sanitary Service Area for a single property.

The owner of the property, KCK7, LLC c/o Cole Taustin, is the applicant for both applications. The owner is represented by Hugh Cropper IV, attorney who applied on their behalf. This SSA petition and the Plan Amendment seek to expand the Mystic Harbour Sanitary Area for just the subject property. The total area of the subject property is approximately 3.64 acres. The property is currently within the West Ocean City Sewer Planning and Service Area with a designation of S-1 (immediate to two years). The owner is applying to also include the property within the Mystic Harbour Sewer Planning Area with a designation of S-1 (immediate to two years). The inclusion of this property within the Mystic Service Area would not change the prior planning designation for the West Ocean City sewer planning area, it would only include the property within the Mystic Harbour Sewer Planning Area with an S-1 designation as well. We do have adjacent properties that are similarly situated within this overlay between two sanitary districts.

The applicant requested the expansion to reach the adjacent Mystic Sanitary Area in order to serve future proposed development on the property as there is only minimal EDUs allocated to the property at the present time from the WOC Service area and WOC EDUs needed to develop the property are not easily available within the WOC sanitary area. The subject property is located at 12325 Old Bridge Road (MD Route 707), in West Ocean City, Maryland. The land is more specifically identified on Worcester County Tax Map 26 as Parcel 156. The owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve any future proposed development from available capacity within the Mystic Sanitary Service Area. The proposed sanitary facilities will consist of construction of connecting infrastructure to adjacent County sewer collection system mains.

The planning amendment has been reviewed by the Planning Commission and was found to be consistent with the *Comprehensive Plan* at their April 7<sup>th</sup> meeting.

## ITEM 8

A joint public hearing will be scheduled to consider the expansion of the Mystic Harbour Sanitary Area to include this property under the requirements of our Public Works Article and we will also have the hearing for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area for the Mystic Harbour Sanitary Service Area for the same.

I have forwarded a draft advertisement for this joint hearing to County Administration. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

### Attachments

1. Environmental Program's transmittal letter and report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on April 7, 2022

And

1. The Staff Report and Petition for the Expansion of the Mystic Sanitary Service Area

**Attachment 1**

**EP Transmittal letter and  
report to the Planning  
Commission**



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 & EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

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

March 29, 2022

Worcester County Planning Commission  
Worcester County Courthouse  
1 West Market Street, Room 1201  
Snow Hill, MD 21863

RE: Transmittal-Comprehensive Water and Sewerage  
Plan Amendment –Mystic Harbour Sanitary Area –  
Expansion of Sewer Planning Area  
TM 26 Parcel 156  
(SW-2021-04)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to expand the sewer planning area for the Mystic Harbour Sanitary Area in *The Plan*, for your review and comment to the County Commissioners. According to Chapter One, Section 1.4.2 of *The Plan* ("Application for Amendments"), the applicant submitted a complete application and we have attached it.

The owner of the property, KCK7, LLC c/o Cole Taustin, is the applicant. The owner is represented by Hugh Cropper IV, attorney who applied on their behalf. This amendment seeks to expand the Mystic Harbour Sewer Planning Area for the subject property. The total area of the subject property is approximately 3.64 acres. The property is currently within the West Ocean City Sewer Planning Area with a designation of S-1 (immediate to two years). The owner is applying to also include the property within the Mystic Harbour Sewer Planning Area with a designation of S-1 (immediate to two years), and include in the Mystic Harbour sewer service information in *The Plan* to include a revised Mystic Harbour sewer planning area map that will reflect all of the property as a planned S-1 designation. This amendment would not change the prior planning designation for the West Ocean City sewer planning area, it would only include the property within the Mystic Harbour Sewer Planning Area with an S-1 designation as well.

The applicant requested the change in sewer service classification in order to serve future proposed development on the property as there is only one (1) EDU allocated to the property at the present time from the WOC Service area and WOC EDUs needed to develop the property are not available within

Mystic Harbour WS Amendment Case No. 2021-04  
March 29, 2022

the WOC sanitary area. The subject property is located at 12325 Old Bridge Road (MD Route 707), in West Ocean City, Maryland. The land is more specifically identified on Worcester County Tax Map 26 as Parcel 156. The owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve any future proposed development from available capacity within the Mystic Sanitary Service Area.

Other than the subject property, this amendment does not seek to amend or intensify the wastewater planning areas approved in prior amendments with respect to the mapped planning areas.

The Planning Commission is tasked by Section 1.4 of *The Plan* (“Procedures for Plan Amendments”) to make a finding as to whether this amendment would be consistent with *The Comprehensive Plan*. The Planning Commission may also submit its project comments and recommendations. The findings and comments will be submitted to the County Commissioners. The County Commissioners will hold a public hearing and then take action on the proposal.

## Comprehensive Plan Policies

The *Comprehensive Plan* assigns a single use designation for these property within the Mystic Harbour sewer planning area:

### 1. Commercial Center

Commercial Centers are defined (p. 16) as follows:

- This category designates sufficient area to provide for anticipated needs for business, light industry, and other compatible uses.
- Retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers. Not designated as growth areas, these areas should be limited to infill development.

The *Comprehensive Plan* goes on to state:

Chapter One, “Introduction” states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p.8).

Chapter Three, “Natural Resources” states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).
- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources...clean surface and ground water (p. 33).
- Improve water bodies on the “Impaired Water Bodies (303d) List” to the point of their removal from this list (p. 33).

Chapter Three, “TMDLs” states:

- “all reasonable opportunities to improve water quality should be undertaken as a part of good faith efforts to meet the TMDL standards.” (p.36)

Mystic Harbour WS Amendment Case No. 2021-04  
March 29, 2022

Chapter Six, “Public Infrastructure” states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Use land application of treated wastewater as the preferred wastewater disposal method where appropriate (p. 73).
- Sewer systems should be sized to serve their service areas’ planned for land uses (p. 74).

### **Zoning**

The *Planning Area* is has already been approved under various amendments and is appropriate zoned for the current and proposed uses planned for the existing sanitary area property, including the subject property. These property, carry a single zoning designation, C-2 (General Commercial District).

### **Staff’s Comments**

Staff comments are submitted below for your consideration.

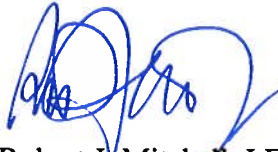
1. This proposal seeks to meet existing needs and demand generated by infill development within the planning areas. The project could provide needed sanitary service to a the property designated by the *Comprehensive Plan* and *Master Water and Sewerage Plan* for public sewer service. The applicant is upgrading an existing sewer planning area designation to reflect a desire to further develop this property.
2. The property is already designated as an S-1 in the West Ocean City sewer planning area. Since the West Ocean City area has limited capacity and overlays the subject property and adjacent property, this proposed expansion of the Mystic Harbour sewer planning area is designed to accommodate the proposed sanitary needs of this development.
3. The subject property is mapped as an IDA (Intensely Developed Area) for the Atlantic Coastal Bays Critical Area.
4. The *Planning Area*’s comprehensive plan designations and zoning permits a commercial use. Any construction in the *Planning Area* would be required to meet the provisions of the storm water program, critical area program, and other local and state requirements.
5. This infill development will occur in the manner and character of the surrounding neighborhoods in existing developed areas.
6. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning.

Mystic Harbour WS Amendment Case No. 2021-04

March 29, 2022

If you need further information, please contact me at (410) 632-1220 x 1601.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Robert J. Mitchell', with a stylized flourish at the end.

Robert J. Mitchell, LEHS, REHS/RS  
Director

**Attachments**

cc: WS Amendment File (SW 2021-04)

# **Attachment 1**

# **Maps**



0 0.075 0.15 0.3 Miles

### Mystic Harbour Service Area

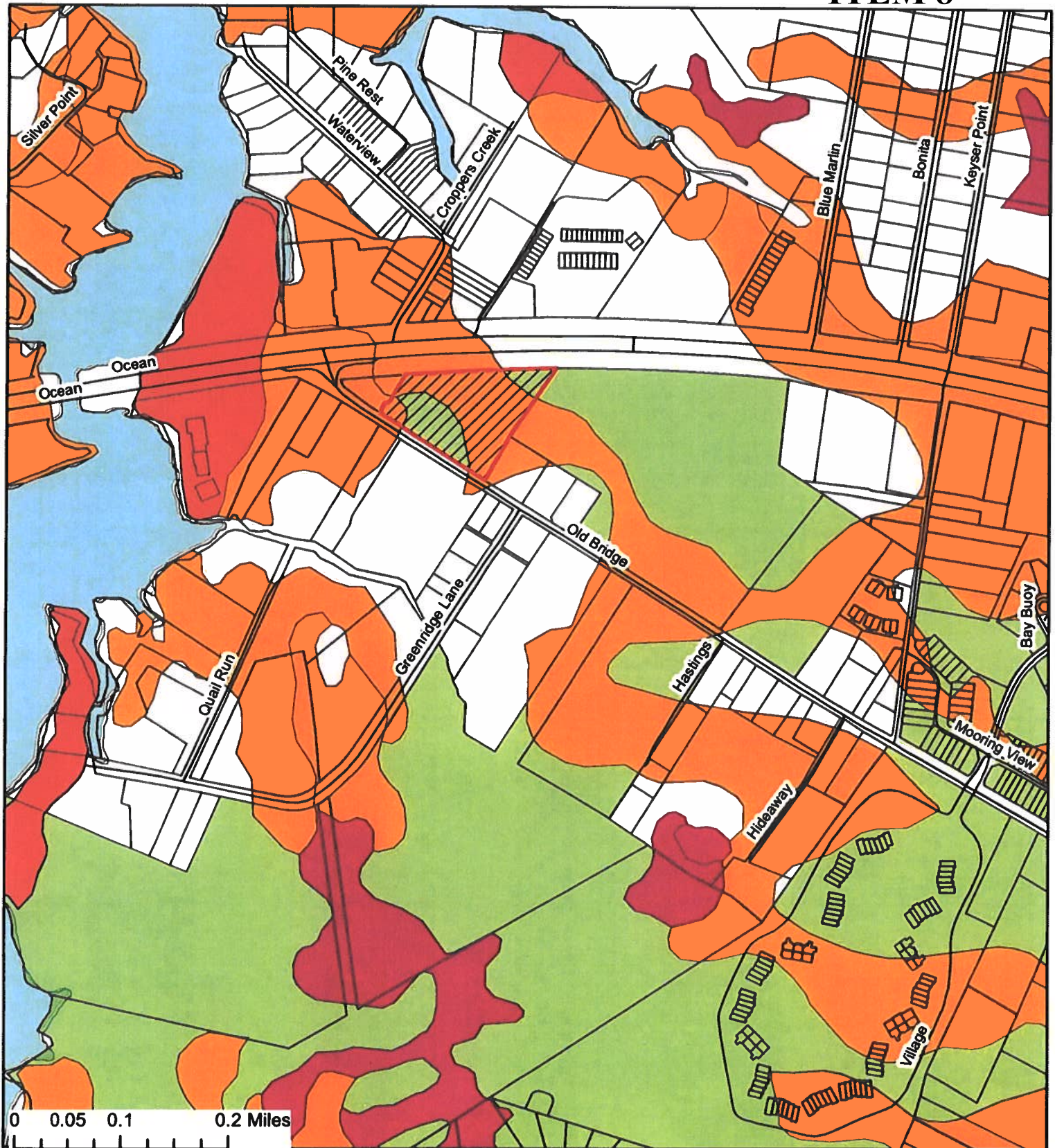
-  S1 Proposed- Expansion Area
-  S1
-  S3

### Aerial Image


Mystic Harbour Sewer Planning Area  
Case # SW-2021-04



Prepared by the Worcester County  
Department of Environmental Programs  
January 07, 2022



## Mystic Harbour Service Area

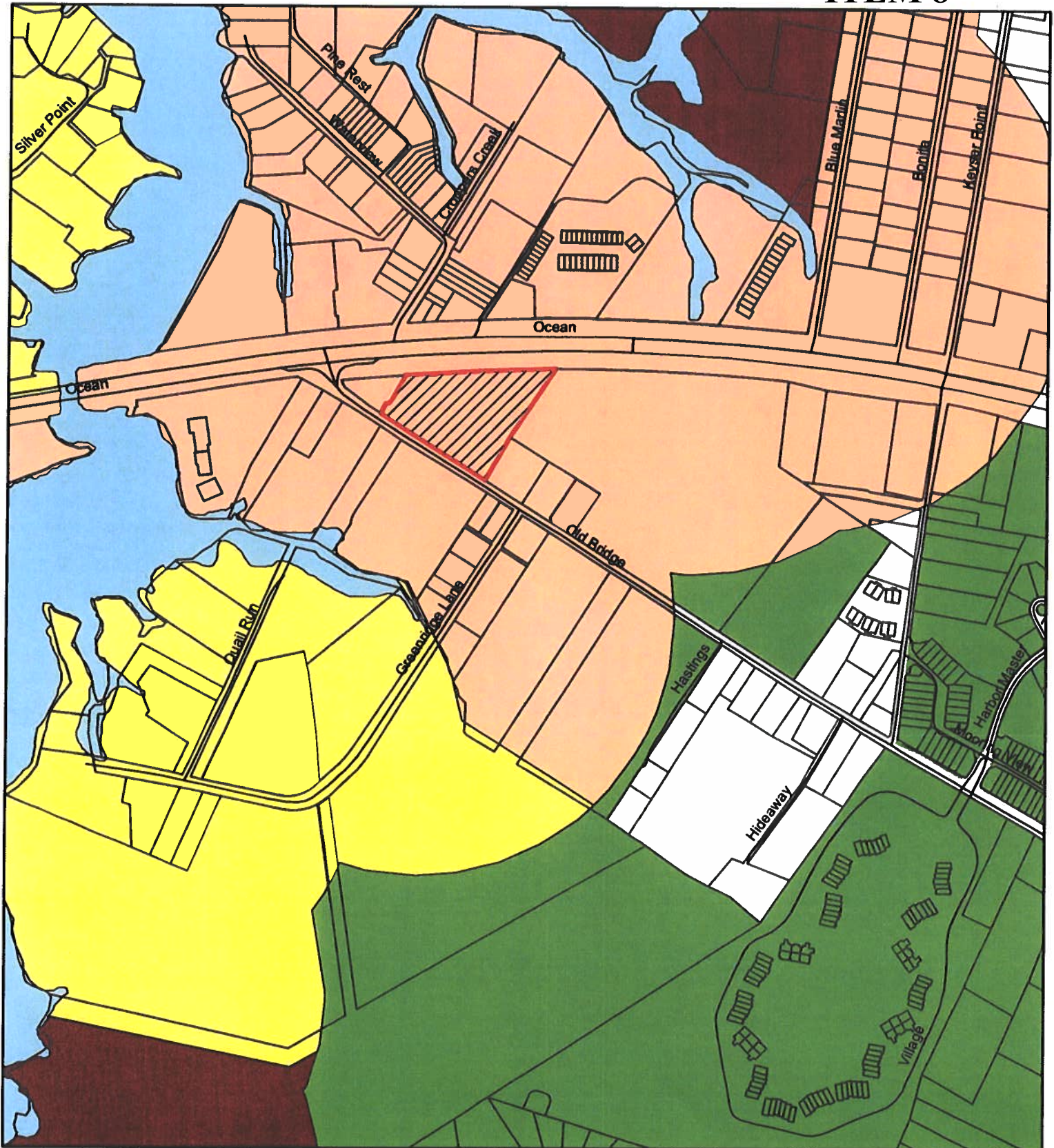
-  S1 Proposed- Expansion Area
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if irrigated
-  S1
-  S3

## Ag Sustainability

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04



Prepared by the Worcester County  
Department of Environmental Programs  
January 07, 2022



0 0.05 0.1 0.2 Miles

## Maryland Coastal Bays Critical Area

- IDA- Intensely Development Areas
- LDA- Limited Development Areas
- RCA- Resource Conservation Areas
- Tidal

## Mystic Harbour Service Area

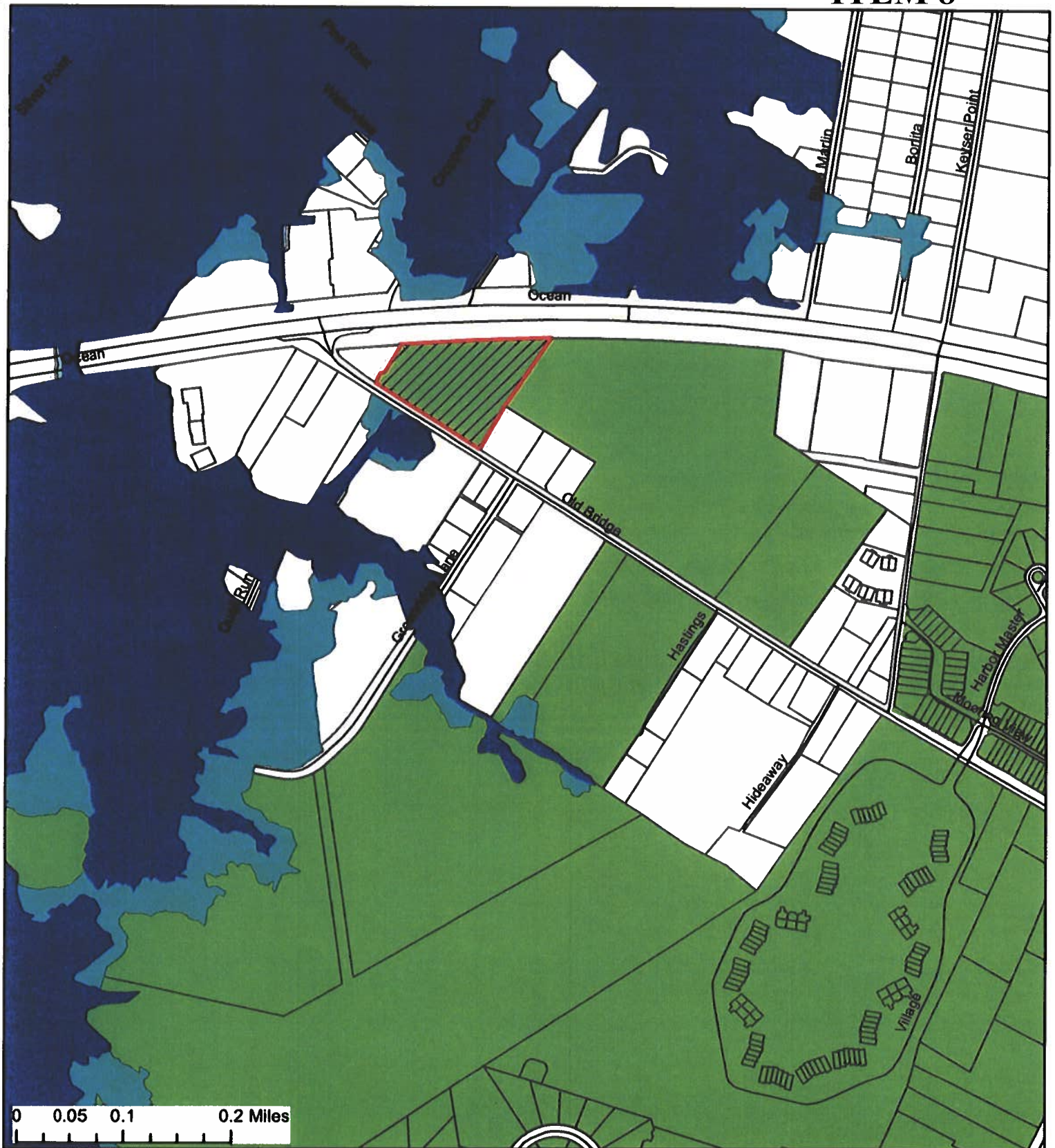
- S1 Proposed- Expansion Area
- Proposed Amend Addition
- S1
- S3

## Critical Area

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04



Prepared by the Worcester County  
Department of Environmental Programs  
January 07, 2022



## Mystic Harbour Service Area

### Flood Zone

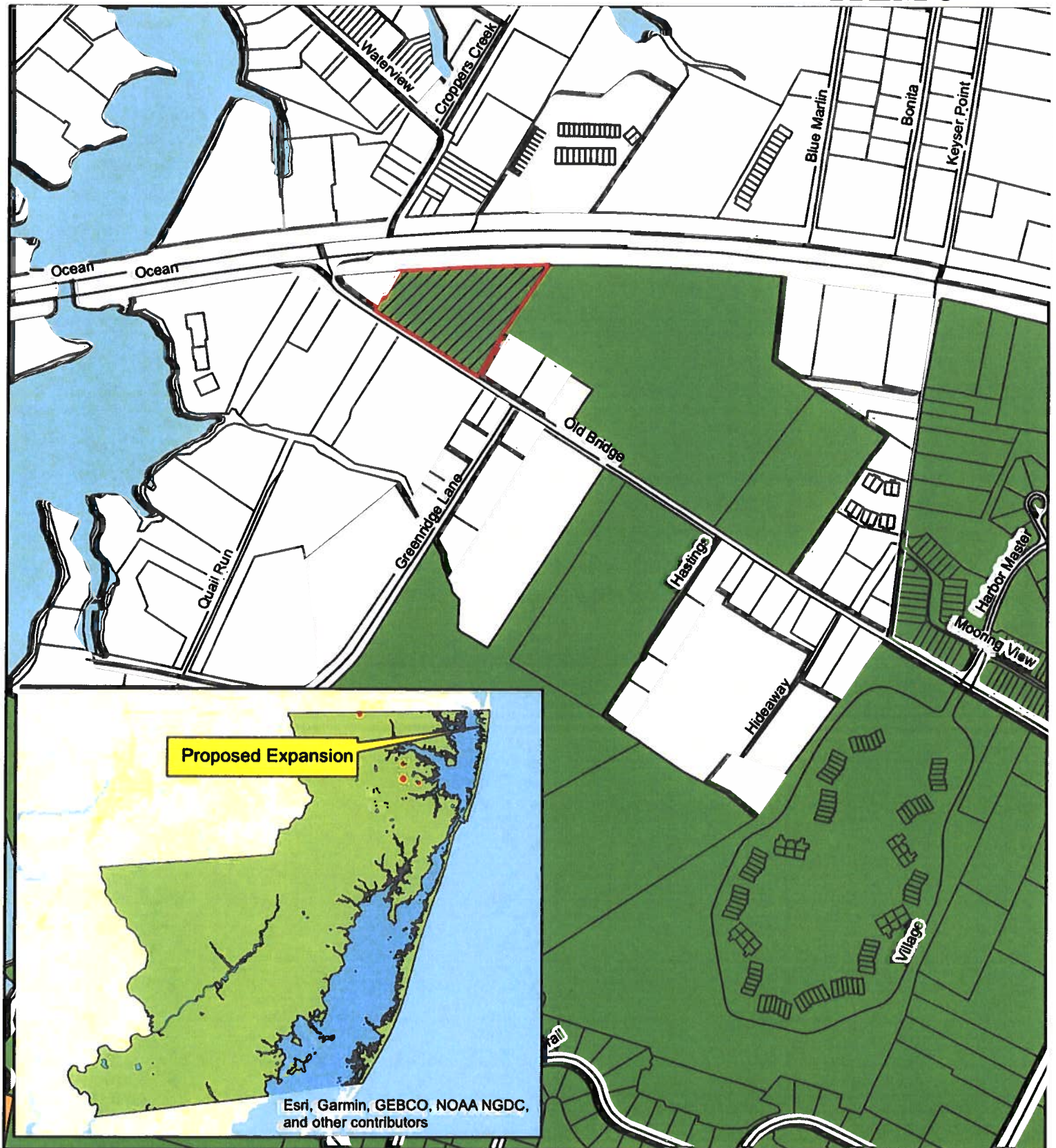
- 500 year floodplain
- 100 year floodplain
- S1 Proposed- Expansion Area
- S1
- S3

## Floodplain

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04







Prepared by the Worcester County  
Department of Environmental Programs  
January 07, 2022



0 0.075 0.15 0.3 Miles

### Mystic Harbour Service Area

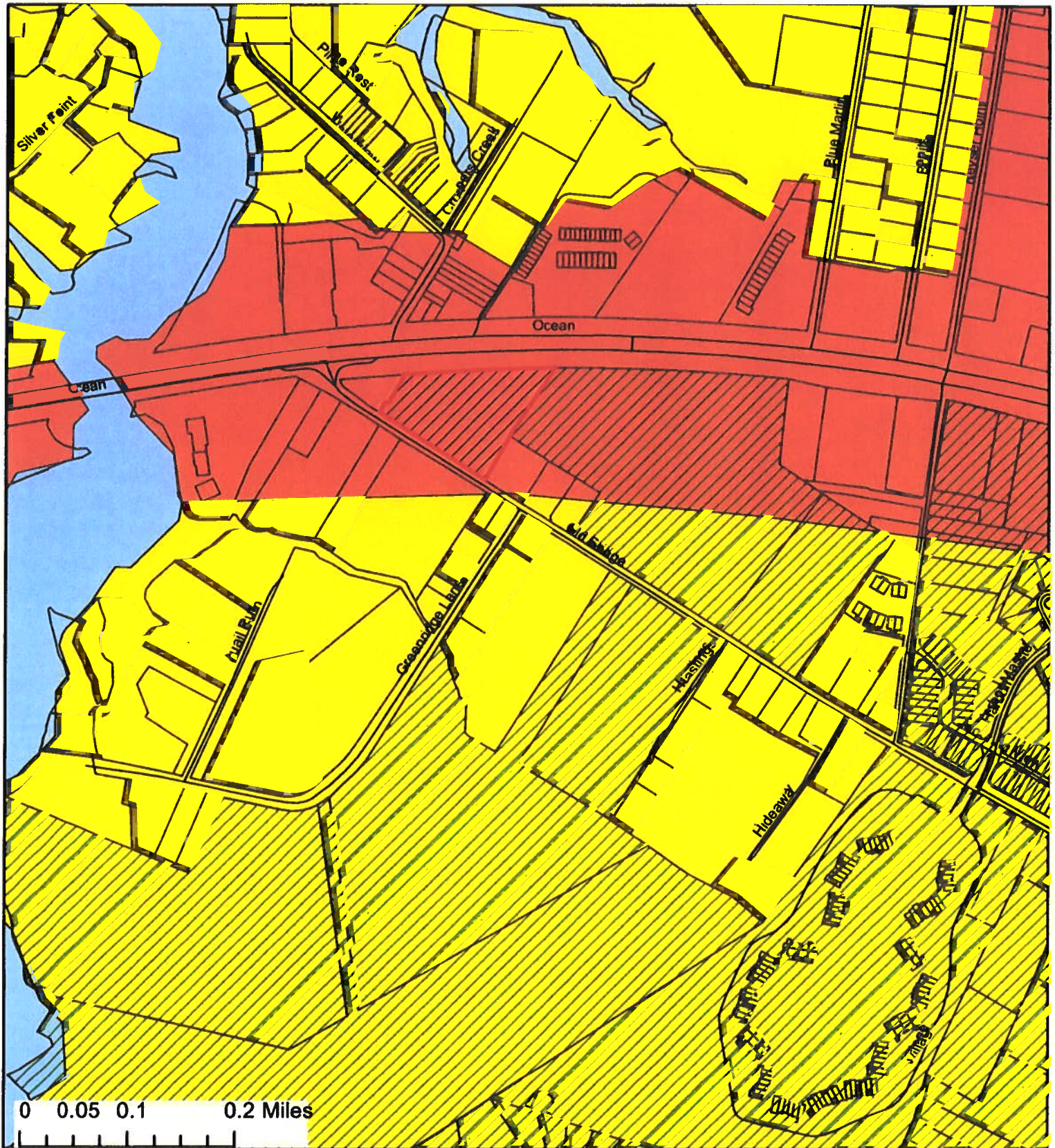
-  S1 Proposed- Expansion Area
-  Proposed Amend Addition
-  S1
-  S3

### General Location Map

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04



Prepared by the Worcester County  
Department of Environmental Programs  
January 07, 2022



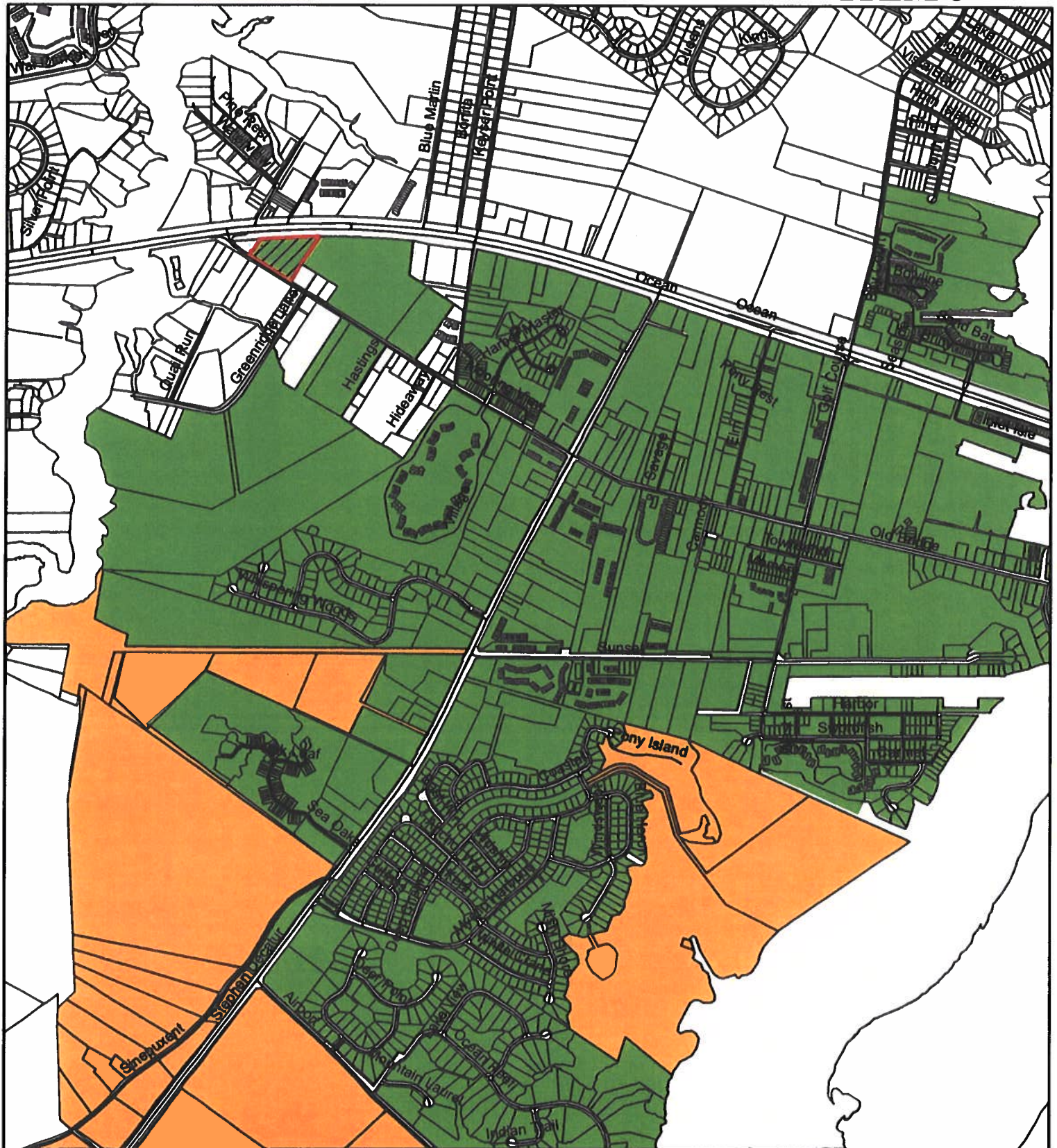
**Mystic Harbour Service Area**



**Land Use Plan**

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04





0 0.175 0.35 0.7 Miles

### Mystic Harbour Service Area

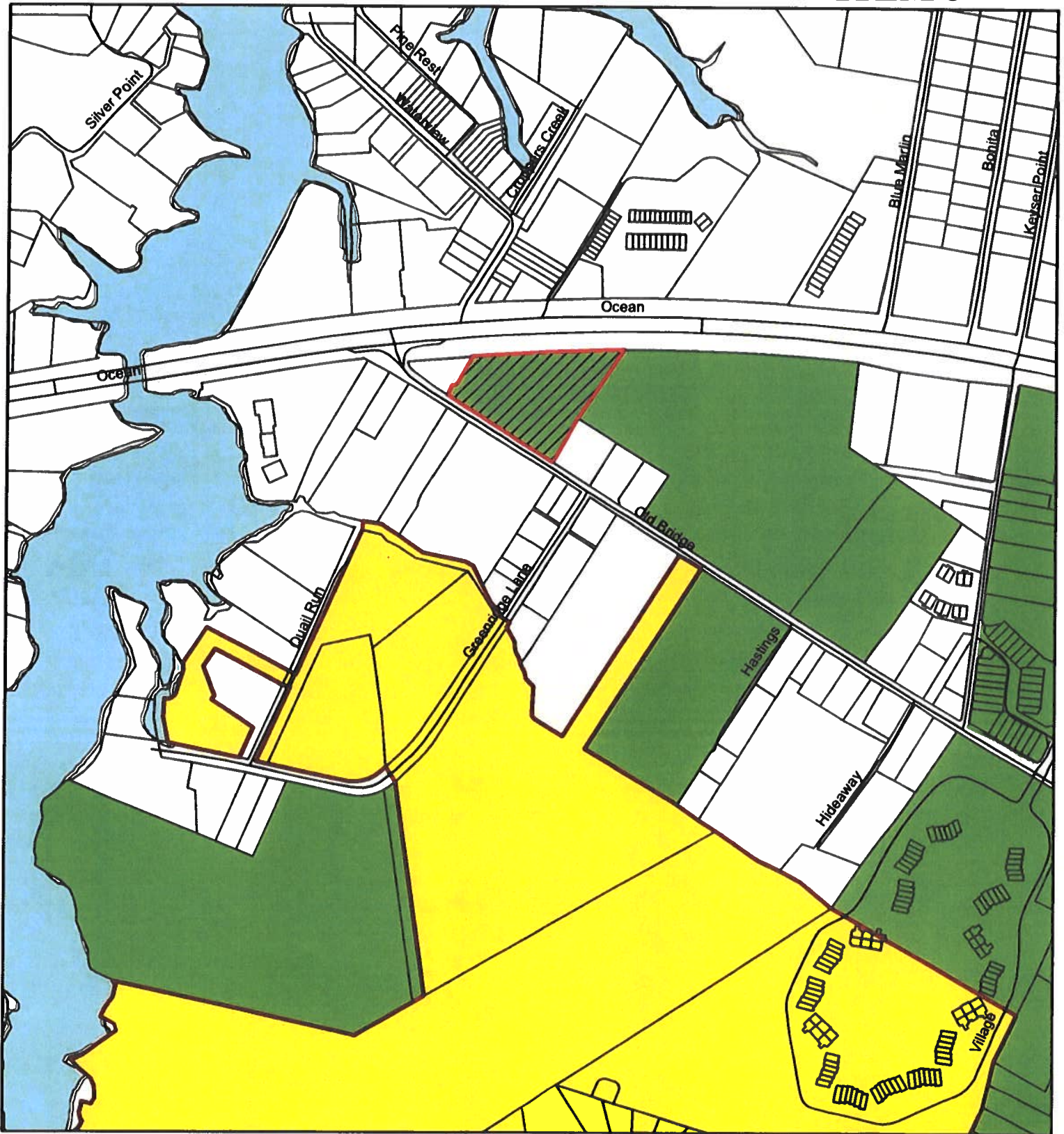
-  S1 Proposed- Expansion Area
-  S1
-  S3

### Proposed Amendment

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04



Prepared by the Worcester County  
Department of Environmental Programs  
January 07, 2022



0 0.05 0.1 0.2 Miles

## Proposed Sewer Planning Areas

Mystic Harbor Sewer Areas

Case # SW-2021-04

 S1 Proposed- Expansion Area

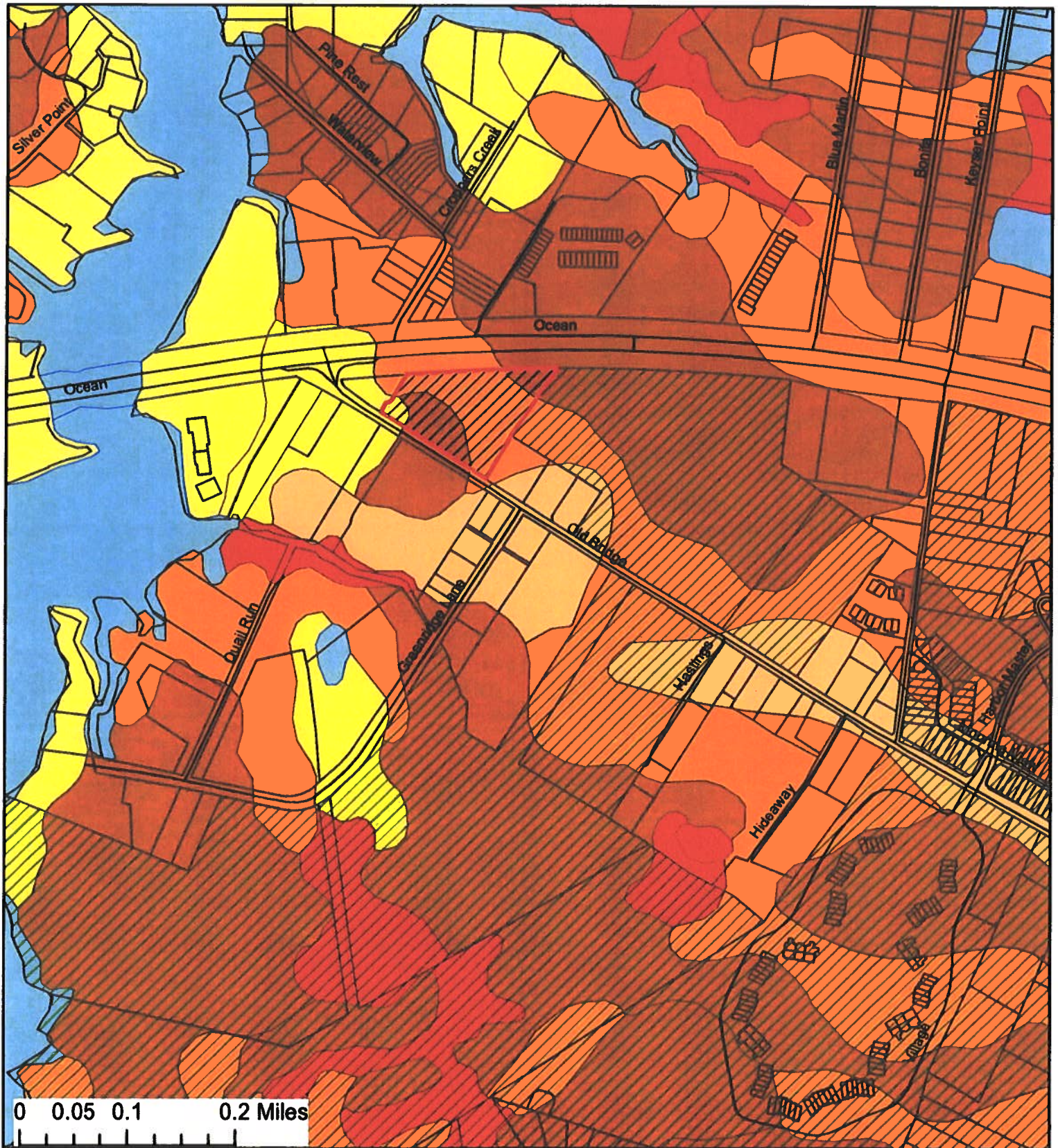
 Mystic Harbor Sewer

### Mystic Harbor Service Area

 S1

 S3





**Mystic Harbour Service Area**



**Soil Drainage Types**

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04





### Mystic Harbour Service Area

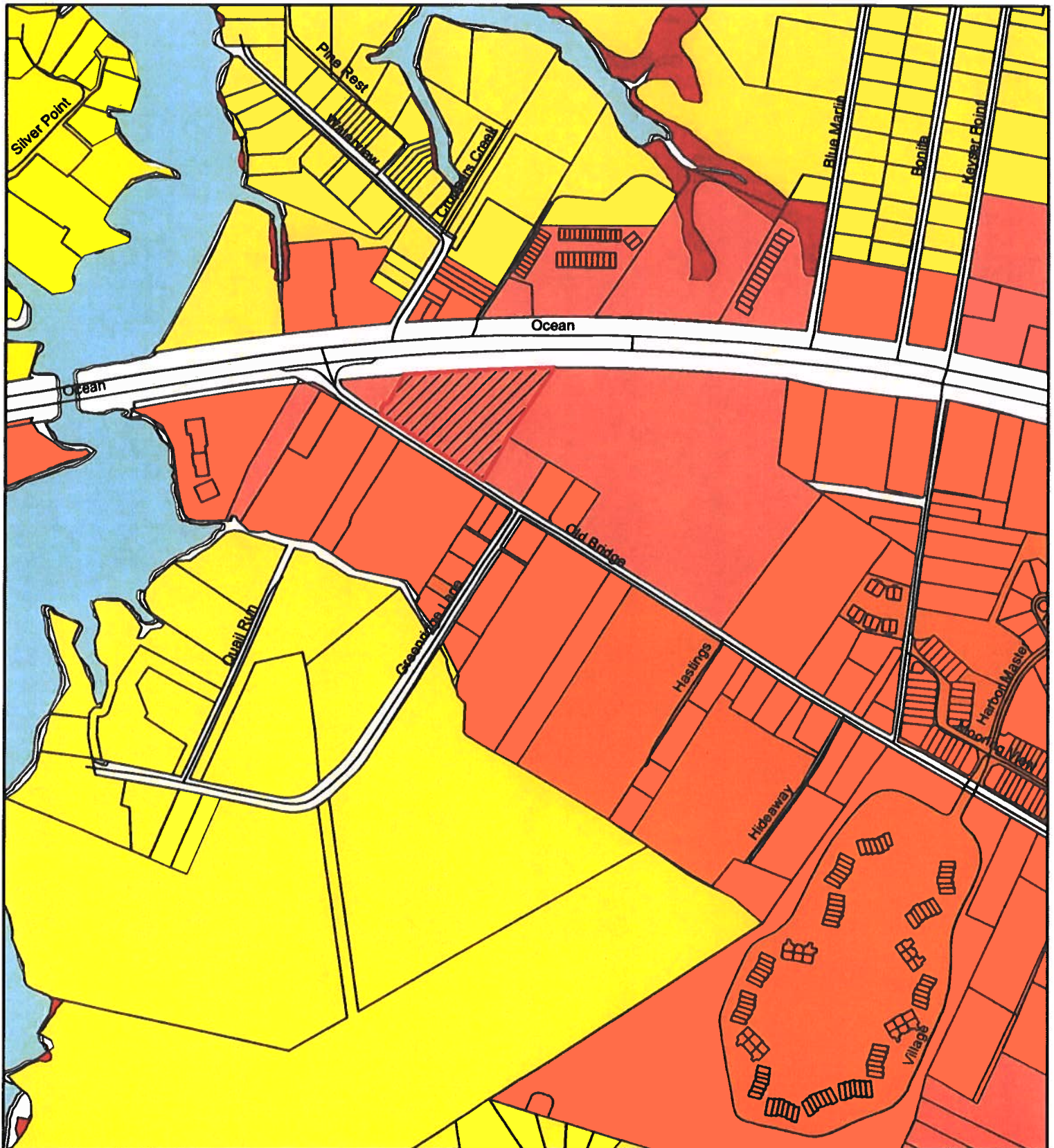
-  Wetlands
-  S1 Proposed- Expansion Area
-  S1
-  S3

### Wetlands

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04



Prepared by the Worcester County  
Department of Environmental Programs  
January 07, 2022



0 0.05 0.1 0.2 Miles

**Zoning Designation**

- C2
- R1
- R2
- R4
- RP

**Mystic Harbour Service Area**

- S1 Proposed- Expansion Area

## Zoning

Mystic Harbour Sewer Planning Area  
Case # SW-2021-04



# **Attachment 2**

# **Application**

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

EASTON OFFICE

130 N. WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

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WEBSITE

[www.bbcmclaw.com](http://www.bbcmclaw.com)

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

\*ADMITTED MD & DC

\*\*ADMITTED MD, DC & VA

December 13, 2021

Robert J. Mitchell, LEHS, REHS  
Director, Worcester County Department of  
Environmental Programs  
One West Market Street  
Snow Hill, Maryland 21863

RE: **Proposed Amendment, Comprehensive Water and Sewerage Plan**

Dear Mr. Mitchell:

Please accept this correspondence as my application for Amendment of the Comprehensive Water and Sewerage Plan on behalf of my client, KCK 7, LLC, c/o Cole J. Taustin, Managing Member, 10647 Griffin Road, Berlin, Maryland. The contact person is Hugh Cropper IV, email [hcropper@bbcmclaw.com](mailto:hcropper@bbcmclaw.com); telephone number: 410-213-2681.

This Amendment covers both domestic water and sewer, to designate the property S1, in the Mystic Harbour Sanitary Service Area.

The subject property is Worcester County Tax Map 26, Parcel 156, located in West Ocean City, Maryland.

I have also applied to expand the Mystic Harbour Sanitary Service Area ("MHSSA") to include the property.

If a more formal application is required, please let me know.

The application fee in the amount of \$500.00 is attached.

December 13, 2021  
Page Two

Have a great day.

Very truly yours,

A handwritten signature in blue ink, consisting of several loops and a final arrow-like stroke pointing to the right.

Hugh Cropper IV

HC/tgb

Interview Dr

15B

Croppers Creek

14A

ITEM 8

55A

0096

54A

P. 0400  
L. 22A

0400  
6A

0095



ean Gtwy

7

P. 0156

S D HOFFM  
M  
F  
A

707

P. 0437  
L. 2

1

P. 0157

51

Rd

Old Bridge

8 - 23

**Attachment 2**

**Minutes from the Planning  
Commission on  
April 2, 2022**

## VII. Comprehensive Water and Sewerage Plan Amendment

- A. As the next item of business, the Planning Commission reviewed an application to expand the Mystic Harbour sewer planning area to serve a single property, located at 12325 Old Bridge Road *Master Water and Sewerage Plan (The Plan)*. Mr. Hugh Cropper IV, submitted the amendment on behalf of KCK7, LLC c/o Cole Taustin, the applicant. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission and Mr. Cropper was also present and participated in the presentation and conversations with the Commission.

Mr. Mitchell explained the amendment seeks to expand the Mystic Harbour Sewer Planning Area for the property which has an areas of approximately 3.64 acres, and is located more specifically on Worcester County Tax Map 26, as Parcel 156. The property is currently within the West Ocean City Sewer Planning Area with a designation of S-1 (immediate to two years). The owner is applying to also include the property within the Mystic Harbour Sewer Planning Area with a designation of S-1 (immediate to two years). Mr. Mitchell further explained that this amendment would not change the prior planning designation for the West Ocean City sewer planning area, it would only include the property within the Mystic Harbour Sewer Planning Area with an S-1 designation as well. There are several adjacent properties that are similarly situated within this overlay between the two sanitary districts

Both Mr. Mitchell and Mr. Cropper explained how the applicant requested the change in sewer service classification in order to serve future proposed development on the property as there is just a very small allocation to the property at the present time from the WOC Service area and WOC EDUs needed to develop the property are not readily available within the WOC sanitary area.

Mr. Mitchell briefly reviewed the consistencies with the *Comprehensive Plan* present in this amendment. He explained the property is not waterfront, is mapped as an Intensely Developed Area (IDA) for the Atlantic Coastal Bay Critical Area, and would be infill development in the manner and character of the surrounding neighborhood. He closed with the statement that the owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve any future proposed development from available capacity within the Mystic Sanitary Service Area. Mr. Cropper had no further comments.

Following the discussion, a motion was made by Ms. Knight, seconded by Ms. Ott, and to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was unanimous.




Worcester County Department of Environmental Programs

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

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

## Memorandum

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

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

**Subject:** **Mystic Harbour Sanitary Service Area**  
Petition for Expansion for a Single Property  
SSA-2021-02

**Date:** 4/22/22

Attached is a copy of a petition for Sanitary Service Area expansion and connection of the subject property to the sewer system of the Mystic Harbour Sanitary Area from Hugh Cropper on behalf of the applicant, KCK7, LLC c/o Cole Taustin. The petition was received in accordance with § PW 5-305 (b)(1) and is being processed as an expansion of the Mystic Harbour Sanitary Service Area.

The owner of the property, KCK7, LLC c/o Cole Taustin, is the applicant. The owner is represented by Hugh Cropper IV, attorney who applied on their behalf. This petition seeks to expand the Mystic Harbour Sanitary Area for just the subject property. The total area of the subject property is approximately 3.64 acres. The property is currently within the West Ocean City Sewer Planning and Service Area with a designation of S-1 (immediate to two years). The owner is applying to also include the property within the Mystic Harbour Sewer Planning Area with a designation of S-1 (immediate to two years). The inclusion of this property within the Mystic Service Area would not change the prior planning designation for the West Ocean City sewer planning area, it would only include the property within the Mystic Harbour Sewer Planning Area with an S-1 designation as well. We do have adjacent properties that are similarly situated within this overlay between two sanitary districts.

The applicant requested the expansion to reach the adjacent Mystic Sanitary Area in order to serve future proposed development on the property as there is only two (2) EDUs allocated to the property at the present time from the WOC Service area and WOC EDUs needed to develop the property are not easily available within the WOC sanitary area. The subject property is located at 12325 Old Bridge Road (MD Route 707), in West Ocean City, Maryland. The land is more specifically identified on Worcester County Tax Map 26 as Parcel 156. The owner will need to seek an allocation of Mystic Harbour sewer EDUs from the County Commissioners to serve any future proposed development from available capacity within the Mystic Sanitary Service Area.

The proposed sanitary facilities will consist of construction of connecting infrastructure to adjacent County sewer collection system mains.

The planning amendment has been reviewed by the Planning Commission and found to be consistent with the *Comprehensive Plan*.

I have investigated and evaluated the petition to expand the Ocean Pines Sanitary Service Area. As is the normal process with similar commercial expansions, if the applicant is willing to construct all the connecting infrastructure

## ITEM 8

and apply for and get allocated the needed sanitary capacity and pay for said capacity, then the proposal is feasible from a financial and engineering stand point. Applicant will need to pay the equity contribution and future capital improvement charges with any EDU purchases associated with this application. The applicant will still need to go through the Mystic allocation process to secure the necessary sewer capacity they need to serve this project.

After reviewing all of the applicable information, I find the following:

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will, or in the future may be, served by the proposed expansion. The existing property will now be served by Mystic Harbour sewer, which will provide the necessary capacity that does not exist in the West Ocean City Sanitary Area for the proposed project. This will eliminate reliance on the West Ocean City Sanitary EDUs which are in short supply. It will provide flexibility for the County to serve this property within either area.
2. The construction of this property to the Mystic Harbour collection and system is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the service area customers with the property owner responsible for the construction of the connection to County sewer. An acceptable Public Works agreement for construction and turnover of said facilities will also need to be approved and accepted by the County.
3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. In addition to the findings outlined in number 1 above, the fact that the infrastructure will be approved and operated by the County will permit the orderly development of the subject property within the area. The applicant will need to secure adequate capacity from the Mystic Sanitary Service Area through the allocation process specified in County Commissioner Resolution 17-19.
4. The proposal will not be unduly detrimental to the environment of the County. A public system in this area with the necessary capacity to serve the proposed development should provide for greater degrees of protection of the environment of the County. This is upland property and is not adjacent to any water bodies.
5. The design and operation of the facility will be completed according to State and County guidelines. Plans will be approved by the Department of Public Works and construction work will be inspected and approved prior to turnover. The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid for by the applicant.

A public hearing will be scheduled to consider the expansion of the Mystic Harbour Sanitary Area to include this property. I have forwarded a draft advertisement for this hearing to County Administration. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

### Attachments

1. Application
2. Map for the Proposed SSA Addition

cc: Mystic Harbour Sanitary Area File, SSA-2021-02

LAW OFFICES

**BOOTH CROPPER & MARRINER**

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

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ELIZABETH ANN EVINS  
LYNDSEY J. RYAN  
LISA D. SPARKS\*\*

\*ADMITTED MD & DC

\*\*ADMITTED MD, DC & VA

December 9, 2021

Robert J. Mitchell, LEHS, REHS  
Director, Worcester County Department of  
Environmental Programs  
One West Market Street  
Snow Hill, Maryland 21863

RE: **Mystic Harbour Sanitary Service Area Expansion**  
**Worcester County Tax Map 26, Parcel 156**

Dear Mr. Mitchell:

Please accept this correspondence as the Petition on behalf of my client, KCK 7, LLC, to expand the Mystic Harbour Sanitary Service Area ("MHSSA") to include the property known as Worcester County Tax Map 26, Parcel 156. The property is located on the north side of Maryland Route 707, and the south side of U.S. Route 50, in West Ocean City, Worcester County, Maryland.

The property is zoned C-2, General Commercial District. The property is designated as "Commercial Center" in the March 7, 2006 Comprehensive Land Use Plan, which accompanies the Comprehensive Plan.

The property is currently located within the West Ocean City Sanitary Service Area, and it is allocated two (2) EDU's. If granted, the expansion to the MHSSA will create overlapping Service Areas, a condition which exists throughout West Ocean City, on the south side of U.S. Route 50.

The request to expand the MHSSA is not based upon a specific site plan; rather, the applicant/property owner believes it is good planning to include the property in the MHSSA, which will provide flexibility for future growth. It will permit flexibility in future design, and permit the applicant/property owner to design a better and more integrated project in the future.

I have also applied to expand the sewer planning area, with inclusion into Worcester County Comprehensive Water and Sewerage Plan. With respect to that application, as stated, the property is designated as Commercial Center in the Land Use Map. It is zoned Commercial and,

December 9, 2021  
Page Two

as such, the proposed Water and Sewer Plan Amendment is consistent with the Comprehensive Plan.

With respect to individual findings, please consider the following:

***1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will be served by the proposal.***

This request would eliminate complete reliance on using EDU's in the West Ocean City Sanitary Service Area. The West Ocean City Sanitary Service Area was established to address specifically public health and environmental concerns associated with the use of septic systems in hydric soils in the West Ocean City area. The subject property is appropriately zoned for commercial uses. The existing property will now be served by the MHSSA, which will provide the necessary capacity that does not exist in the West Ocean City Sanitary Service Area for proposed projects. The inclusion of the property in the MHSSA will create less reliance on the West Ocean City Sanitary Service Area, and provide Worcester County with flexibility with respect to service to properties in this area.

***2. The operation and construction is certainly feasible from both the engineering and economic standpoints.***

All costs to operate the system will be borne by the Service Area customer with the property owner responsible for the construction of the connections. An acceptable Public Works Agreement for construction and turnover of the Facilities will need to be approved and accepted by Worcester County. MHSSA infrastructure is nearby, and extending these lines to the property will be feasible. From a financial perspective, if and when the applicant/property owner applies for and receives Mystic wastewater EDU's, they will be paid for, and those fees will be included in the MHSSA budget.

***3. The proposal is in the best interest of the public health, safety, and welfare of the residents in the County.***

The fact that the infrastructure will be approved and operated by Worcester County will permit the orderly development of the subject property within this area. Public sewer is preferable to septic and capacity provided by the MHSSA will enable full development of the property. The applicant will need to secure adequate capacity from the MHSSA through the allocation process specified in County Commission Resolution 17-19.

***4. The proposal will not be unduly detrimental to the environment of the County.***

The provision of public sewer in this area with the necessary capacity to serve any

December 9, 2021  
Page Three

proposed development on the subject property should provide for a greater degree of protection of the environment of Worcester County. The vast majority of the property is uplands, and it is not adjacent to any water bodies. It is in the Critical Area, but designated IDA, Intensely Developed Area. Public water and sewer are preferable to private wells and septic.

**5. The design and operation of the facility will be completed according to State and County guidelines.**

Plans will be approved by the Department of Public Works and construction work will be inspected and approved prior to turnover. The applicant will be responsible for all costs associated with the design and permitting of the infrastructure.

In conclusion, if approved, if and when the applicant/property owner proposes a site plan, it will need to apply for Mystic EDU's pursuant to Resolution 17-19. It will be up to the discretion of the Worcester County Commissioners whether or not to allocate those EDU's.

A check in the amount of \$500.00 associated with this MHSSA Expansion is enclosed

The subject property is adjacent to existing properties located in the MHSSA.

If I can provide any further information, please do not hesitate to contact me. Thank you and have a great day.

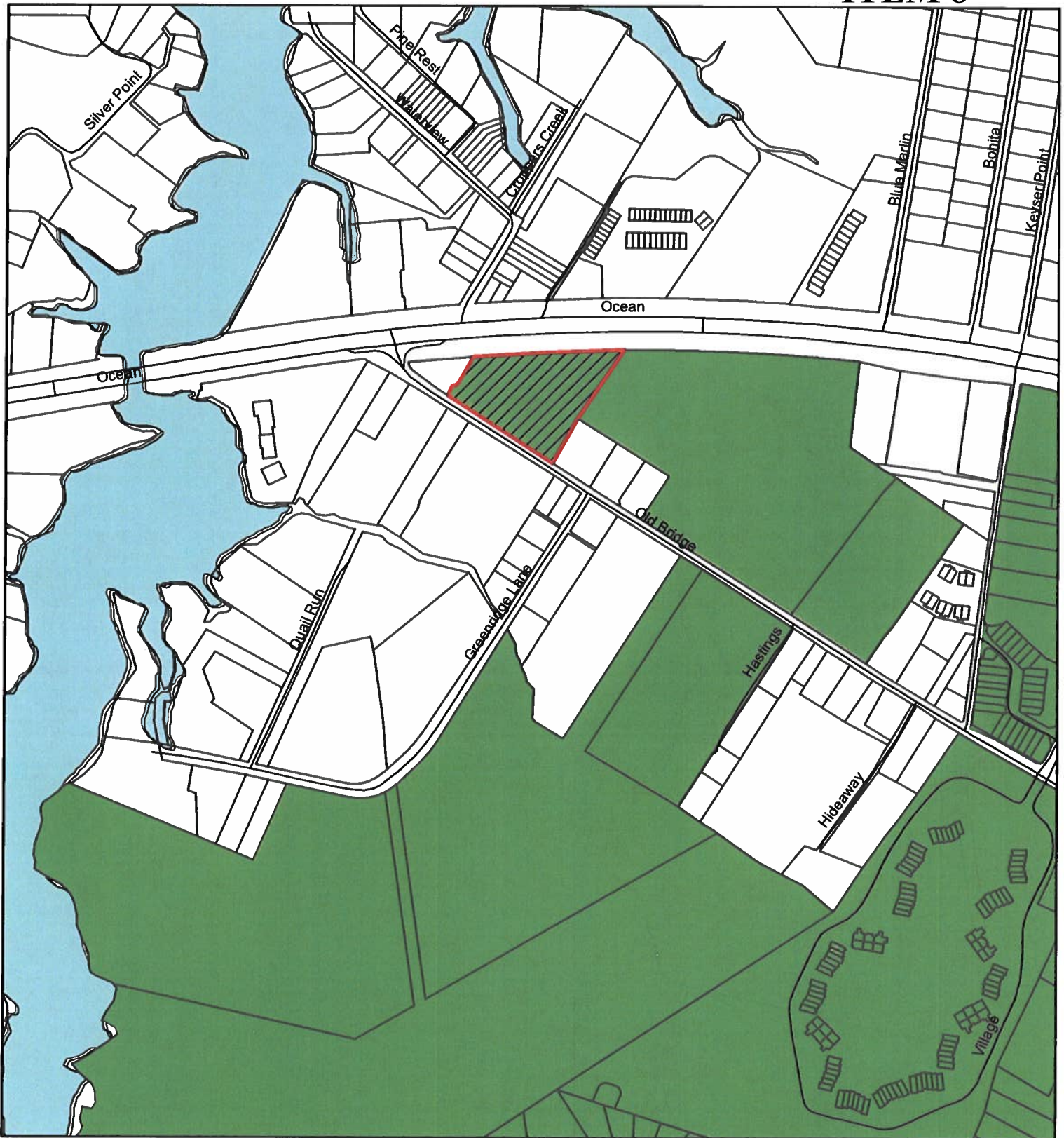
Very truly yours,



Hugh Cropper IV

HC/tgb

CC: Steve Engel, Vista Design  
Cole J. Taustin



## Proposed Sanitation Area Expansion

Mystic Harbor Sanitary Service Area  
Case # SSA-2021-02



Proposed Expansion Area

### Mystic Harbor Service Area

S1

S3



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](http://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: Joseph Parker, Deputy Chief Administrative Officer  
From: Davida T. Washington, Housing Rehabilitation Program Coordinator  
Date: April 26, 2022  
RE: Housing Rehabilitation Program Bid Package

.....  
Enclosed please find the following bid package:

1. Housing Rehabilitation Bid – May 23 – Snow Hill

This project is proposed to be funded by the County's current housing rehabilitation grant, MD-20-CD-22.

I am requesting that the County Commissioners review the package and approve it to be placed out for the competitive bidding process. I am available to discuss these items with you and the County Commissioners at your convenience.

**NOTICE TO HOME IMPROVEMENT CONTRACTORS  
INVITATION TO BID  
Housing Rehabilitation  
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at [www.co.worcester.md.us](http://www.co.worcester.md.us) under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, May 23, 2022**, 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 "**Housing Rehabilitation Bid – May 23 – Snow Hill**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **David Washington**, at 410-632-1200, ext. 1171.

## WORCESTER COUNTY IS REQUESTING QUOTATIONS FROM QUALIFIED CONTRACTORS FOR REPAIRS TO:

PROPERTY OF: **Edith Shockley**  
 ADDRESS: **6905 Scotland Road**  
**Snow Hill, MD 21863**  
 TELEPHONE: **443-366-4752**

TOTAL QUOTE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NO QUOTATIONS AFTER: **May 23, 2022**

### PART ONE: GENERAL CONDITIONS PART TWO: SCOPE OF WORK

#### PART ONE – GENERAL CONDITIONS

- 1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
- 2) The Contractor shall be responsible for removing and replacing furniture and other articles, to and from other storage areas on premises, as needed to allow work space or to protect such possessions. Provide plastic film protection over all furniture (if not removed), carpets, finished floors, etc. – also install film at doorways as required.
- 3) The Contractor shall remove all excess material, construction debris, and other existing debris and material specified herein, to an approved dumpsite off premises. Work area shall be broom swept at the end of each work day.
- 4) The Contractor shall contact the Program Inspector or Housing Administrator for direction in the event that coordination or clarification problems arise with the homeowner or other contractors.
- 5) The Contractor shall coordinate closely with the homeowner as to which possessions are considered “junk and debris” and which are valuable before hauling anything away.
- 6) The Contractor shall leave all work areas on the premises in a neat and clean condition, and shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner’s manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
- 7) The Contractor shall not undertake or engage in any additional work intended to be billed to the Program as an “extra” or as additional cost to the original contract without a written change order signed by the Program Inspector, Housing Administrator, and homeowner. A written change order as outlined above is also

## ITEM 9

required for substitutions or additions to the original scope of work not involving additional costs.

- 8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
- 9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
- 10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

**Bid Submission Checklist**

- ☐ Contractor Qualification Form
- ☐ Contractor Conflict of Interest Disclosure Form
- ☐ Bid Form- on your company letterhead using Worcester format
- ☐ Scope of Work with Line Item Breakdown- all lines completed and total price
- ☐ Section 3 Compliance Bid Form \* if you are not a Section 3 employer and expect no new hires, check 3<sup>rd</sup> option and enter "0" new employees
- ☐ Section 3 Business Certification \* if you are not Section 3 employer check bottom option; unable to certify
- ☐ Site visit: \_\_ Required X Not Required
- ☐ Signed Bid Submission Checklist

---

Signature

Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Davida Washington at 410-632-1200, ext. 1171. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes.

## WORCESTER COUNTY HOUSING REHABILITATION PROGRAM CONTRACTOR QUALIFICATION FORM

Contractor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Federal I.D. or S.S. # \_\_\_\_\_

Insurance Company, Agent, & Coverages: \_\_\_\_\_  
\_\_\_\_\_

List of Company Officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of Licenses Currently Held:

_____	_____
MHIC Number	Exp. Date

_____	_____
MBR Number	Exp. Date

_____	_____
MDE Lead Cert.	Exp. Date

_____	_____
EPA Lead Cert.	Exp. Date

Trade References (2)

_____	_____
Name	Phone

_____	_____
Name	Phone

Client References (2)

_____	_____
Name	Phone

_____	_____
Name	Phone

Is contractor in a State of Bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is contractor on HUD's debarred list? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is contractor any of the following? (not required to qualify)

\_\_\_\_\_ Minority Business Enterprise  
\_\_\_\_\_ Women's Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise  
\_\_\_\_\_ Section 3 Employer

### Contractor Conflict of Interest Disclosure

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of **Worcester County**. If it is determined there is a conflict of interest or potential conflict of interest, you may not be selected even if your bid is determined to be the lowest, most qualified. The **County** can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of \_\_\_\_\_? ☐ Yes ☐ No  
If yes, please identify: \_\_\_\_\_
2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of \_\_\_\_\_? ☐ Yes ☐ No If yes, please identify: \_\_\_\_\_
3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No  
If yes, please identify: \_\_\_\_\_

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

*\*For all non-construction contracts and for single family housing rehabilitation only  
9/2017*

**For Grantee Use Only:**

<b>CDBG Grant Number:</b>	<b>Date Received:</b>
<input type="checkbox"/> <b>Conflict of Interest does not exist</b>	<input type="checkbox"/> <b>Conflict of Interest exists</b>
<b>Date Sent to State:</b>	<input type="checkbox"/> <b>Waiver Granted</b> <input type="checkbox"/> <b>Waiver Denied</b>

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## MARYLAND CDBG PROGRAM I PROCUREMENT

### SECTION 3 COMPLIANCE BID FORM

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:       \_\_ Corporation   \_\_ Partnership   \_\_ Sole Proprietorship   \_\_ Other

Business Activity: \_\_\_\_\_

\_\_\_\_\_ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

\_\_\_\_\_ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

\_\_\_\_\_ I anticipate hiring \_\_\_\_\_ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

### GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday **May 23, 2022**, at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **David Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **“Housing Rehabilitation Bid – May 23 – Snow Hill, MD”**. Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for this project must be a licensed Maryland Home Improvement Contractor as well as possess active liability insurance (\$100,000/\$300,000 for personal injury and \$50,000/\$100,000 for property damage).

Completion of job: Contractors are expected to commence work within thirty (30) days of the issuance of the Notice To Proceed. Work must be completed within thirty (30) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

Contracting Policy: Attached to this bid is a copy of the Rehabilitation Program Guidelines. Contractors are urged to read this document carefully.

**ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT [www.co.worcester.md.us](http://www.co.worcester.md.us)**

## **BID FORM**

**\*must be signed to be valid**

**Property of Edith Shockley  
6905 Scotland Road  
Snow Hill, MD 21863**

I have reviewed the specifications and provisions for rehabilitation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Total Quote : \$ \_\_\_\_\_

Date Available To Start: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number(s)

\_\_\_\_\_  
MHIC license #

\_\_\_\_\_  
Exp. Date

\*Environmental Programs has determined that a Well Permit is necessary for this project.

PROJECT: EDITH SHOCKLEY

DATE: 04-18-2022

ADDRESS: 6905 SCOTLAND ROAD

SNOW HILL, MD 21863

PHONE: 443-366-4752

## SCOPE OF WORK

A. Remove front entrance door and storm door. Install new six panel steel insulated Energy Star approved door, like size and swing, with new builder grade lockset and dead bolt. Door to be set in new sill pan and foam sealed at jambs to eliminate air infiltration. Door jambs are to be flex sealed. Existing storm door is to be reinstalled. Install and paint new interior door casing to trim to match existing as close as possible.

B. Remove all existing windows EXCEPT the two windows at the east end that have recently been replaced. Install new energy Star approved, Low-E insulated white vinyl windows with screens. Windows can be single hung as long as all windows in bedroom areas meet current Egress Code requirements. Windows are to be installed with flex tape installed at all jambs and be foam sealed with low expansion foam at all jamb gaps to prevent air infiltration. Install and paint new interior window casing trim to match existing as close as possible

C. Remove rear sliding glass door and replace with new like size Energy Star rated, Low – E insulated white vinyl glass door unit, with a screen door. Door is to be installed in a new aluminum sill pan, with jams flex tape sealed and all jamb gaps filled with low expansion foam to prevent air infiltration. Install and paint new interior door casing trim to match existing as close as possible.

D. Clean up and haul away all related construction debris.

### E. ITEMS NOT INCLUDED IN THIS SCOPE BUT WILL BE COMPLETED FOR THIS PROJECT:

1) Bennett Termite will complete treatment for Termites/ Wood destroying insects according to quote that is attached to this document: Remove debris and haul away insulation in crawl space, fungicide wood application to exposed wood members.

2) Shore-Up will complete insulation and encapsulation in the crawl space and will be completed once the windows and doors are installed per Dorrence Reid-Dir of Weatherization (410)749-1142, ext. 1004.

PRICE: \_\_\_\_\_

TOTAL PRICE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBERS:**      **OFFICE:** \_\_\_\_\_ **CELL:** \_\_\_\_\_

**MHIC#:** \_\_\_\_\_ **EXPIRATION DATE:** \_\_\_\_\_

**DATE OF PROPOSAL:** \_\_\_\_\_

# Welcome Edith

Thank you for choosing Bennett Termite & Pest Solutions!

Here is the form that needs your signature. Thank you for choosing Bennett Termite and Pest Solutions.

Please review the following document and then sign. You will receive a copy via email for your records. Thank you!

## BENNETT TERMITE & PEST SOLUTIONS, LLC

P.O. Box 191

Office 410.352.3222 MD / 302.856.2127 DE

Bishopville, MD 21813

www.BennettTermite.com

Fax 410.352.5440

### Moisture Control Agreement

Customer Name: Edith Shockley

Found Us: Current Customer

Work Phone: \_\_\_\_\_

6905 Scotland

E-Mail: dWASHINGTON@co.worcester.md.us

Rd Snow Hill,

MD 21863 (443)

Cell Phone: 366-4752

Service Address: 6905 Scotland Rd, Snow Hill, MD 21863

Billing Address: 6905 Scotland Rd, Snow Hill, MD 21863

Proposal Date: 4/25/22

Service Date: To Be Determine

Time Frame: 5 to 6 business days

### Treatment Specifications

☒ Remove ☒ Vapor Barrier ☒ Debris ☒ Insulation ☒ Haul Away

\$ 2475.00

☒ Fungicide wood application to exposed wood members ☒ Treat after insulation removal. Area to be treated

\$ 850.00

REHABILITATION GUIDELINES FOR WORCESTER COUNTY,  
MARYLAND

**INTRODUCTION**

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard housing units located in the unincorporated areas of Worcester County. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for the occupants. All properties will be rehabilitated to the County's Livability Code.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964  
Executive Order 11246 concerning Equal Employment Opportunity  
Standards of Conduct for the CDBG recipients – Conflict of Interest  
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity  
Standard of Equal Opportunity Construction Contract Specifications  
Certification of Non-Segregated Facilities for Contracts over \$10,000  
Title VI of Civil Rights Act of 1964  
Section 109 of Housing & Community Development Act of 1974  
Section 3 Compliance  
Age Discrimination Act of 1975  
Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards  
Access to/Maintenance of Records

Past experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State.

**SECTION I – ELIGIBILITY**

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The limits may be revised from time to time. Current limits are as follows:

Persons Per Household	Maximum Annual Income
1	40,600
2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.
3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County's Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than 1 party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.

## II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for "backlogged" applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.
3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, "Selection".
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

## III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:
  - One or more occupants of the dwelling is age 62 or older.
  - One or more occupants of the dwelling is handicapped.
  - Condition of the dwelling is a threat to the health and/or safety of the occupants.
  - Total household income is below 50% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

#### IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be \$20,000. The maximum grant amount will be \$30,000. Total improvements may exceed \$30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding \$30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the \$30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
  - Tier I- \$0 to \$12,500 grant requires a five (5) year lien

Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien  
Tier III- \$25,001 to \$30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment
Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

### Sale in the fifteenth year

7% grant repayment

The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

## V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.

2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:

- Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
- Roof, wall, floor and ceiling repairs
- Replacement of appliances such as range, hot water heater, water pump.
- Replacements of fixtures such as heating, electrical, plumbing
- Energy conservation/weatherization improvements
- Alterations necessary to make the dwelling more accessible for handicapped persons
- Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.

3. The following activities are generally ineligible for rehabilitation assistance:

- New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
- Remodeling or cosmetic improvements
- Renovation of dilapidated outbuildings
- Appliances not required by code standards
- Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed

general specifications which detail the level of materials and workmanship quality.

## VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.
6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

## VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .
3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

## VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor Agreement
  - Lead Paint Notice
  - Grant/Loan Agreement
  - Promissory Note
  - Notice of Right of Rescission
  - FHEO Self Identification Form

In addition, a copy of the work write-up will be included in this mailing.

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

**BID AND CONTRACT PROCEDURES  
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

**CONTRACTOR QUALIFICATION**

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.
2. Bid packages will be mailed to those contractors requesting them.
3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:
  - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
  - b. Name of the company bank
  - c. The names of the usual subcontractors
  - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
  - e. A list of all principal officers of the company
  - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
7. The jobs are to be bid on an individual basis, group bidding is not allowed.
8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.  
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

#### CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued
- A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor's invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.

4. The Contractor shall be required to follow the following provisions:

- Comply with all County inspection requirements
- Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

#### OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

#### CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

#### RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

## REHABILITATION

Apex Construction MBE  
Attn: Mike Meade  
12650 Sunset Avenue, Suite 7  
Ocean City, MD 21842  
[m.meadeestimator@gmail.com](mailto:m.meadeestimator@gmail.com)  
[jjfranzetti@gmail.com](mailto:jjfranzetti@gmail.com)

Barmar Construction, LLC  
714 Hills Point Road  
Cambridge, MD 21613  
410-901-2304  
[barmarconstruct@aol.com](mailto:barmarconstruct@aol.com)

Beach Construction Company  
11555 Quillin Way  
Berlin, MD 21811  
443-880-3473  
410-641-8590  
[beachcoeast@gmail.com](mailto:beachcoeast@gmail.com)

Robert Brooks MBE  
Apostle Expert Exteriors  
P.O. Box 485  
Salisbury, MD 21803  
410-548-1392, ext. 107  
[rbrooks.apostlecon@gmail.com](mailto:rbrooks.apostlecon@gmail.com)

C.A.R.E. Property Services, Inc.  
Attn: Jordan Lehr  
1235 Abbottstown Pike  
Hanover, PA 17331 (has office in OC  
too) 717-437-1649  
[jlehr@callcarefirst.com](mailto:jlehr@callcarefirst.com)

Covenant Contractors  
10522 Jones Road  
Berlin, MD 21811  
[covenant\\_contractors@yahoo.com](mailto:covenant_contractors@yahoo.com)  
410-629-1815

## CONTRACTORS

Colossal Contractors  
Attn: Kim Crawford  
4601 Sandy Spring Road  
Burtonsville, MD 20866  
301-476-9060  
[info@colossalcontrators.com](mailto:info@colossalcontrators.com)

Curtis Mercer Remodeling, Inc.  
9937 Hotel Road  
Bishopville, MD 21813  
410-352-5379  
410-430-3446 cell  
410-352-5920 fax  
[cmremodelinginc@hotmail.com](mailto:cmremodelinginc@hotmail.com)

Barone Built, Inc.  
David Barone  
27320 Cash Corner Road  
Crisfield, MD 21817  
[easternshoreconstructioninc@gmail.com](mailto:easternshoreconstructioninc@gmail.com)  
410-713-5763 cell  
410-341-7400 office  
410-341-7401 fax

Hebreux St. Fleur- MBE  
P.O. Box 4501  
Salisbury, MD 21803  
[hebrewqualityinsulation@gmail.com](mailto:hebrewqualityinsulation@gmail.com)  
410-860-1613

Don Layman  
A Right Angle Construction  
302 15<sup>th</sup> Street  
Pocomoke City, MD 21851  
410-937-8485  
[don.layman69@gmail.com](mailto:don.layman69@gmail.com)

Mallard Home Improvements  
P.O. Box 28  
Quantico, MD 21856  
mallardconst@yahoo.com  
410-572-2727

Mobile:

Fax: 410-957-2868

Medli Home Improvement  
1806 Jersey Road  
Salisbury, MD 21801  
medlihome@comcast.net  
302-841-2899

The Myers Group  
1147 S. Salisbury Blvd #8-140  
Salisbury, MD 21801  
443-366-9222  
Fax: 410-572-6081 left message  
themyersgroupllc@aol.com

Poseidon Plumbing & Home Services  
12637 Sunset Avenue #1  
Ocean City, MD 21842  
410-251-1096  
matts@poseidonthomeservices.com

Peebles Contracting Co., Inc.  
76 Clubhouse Drive  
Berlin, MD 21811

Shoreman Construction  
William Hearn  
606 E. Pine St.  
Delmar, MD 21875  
shoremanconstruction@gmail.com  
Phone: 410-896-3200  
Fax: Same

Three Guys Construction  
Stephen Frey  
8660 Lake Somerset Rd.  
Westover, MD 21871  
sgfrey@yahoo.com  
Phone: 410-430-1109



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## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: April 25, 2022  
RE: ARPA Public Hearing Request

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Since our last discussion in September 2021, updated guidance has been issued by the US Department of the Treasury on the spending of ARPA funds. I have attached a summary of pertinent guidance on Page 2. We are also due to receive the second tranche of ARPA funding in June. Due to these factors, **I am requesting permission to schedule a public hearing** to stay in line with the federal guidance as well as to ultimately provide direction to staff to begin expending the funds.

Of the \$10,154,000 ARPA funds dedicated to Worcester County, we have currently obligated \$3,487,000 and is further detailed on page 5. This leaves \$6,667,000 currently unallocated.

## ARPA Guidance

### **CATEGORY 1. PUBLIC SECTOR REVENUE LOSS ALLOWANCE**

Counties may use revenue loss for general government services up to the revenue loss amount, whether using the standard allowance (up to \$10 million) or the amount calculated using Treasury's formula for each eligible year:

- Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise
- Common examples include, but are not limited to:
- Construction of schools and hospital
- Road building and maintenance, and other infrastructure
- Health services
- General government administration, staff and administrative facilities
- Environmental remediation
- Police, first responders and other public safety services (including purchase of fire trucks, police vehicles and other equipment)
- Other general government services

RECOVERY FUNDS USED TO REPLACE "REVENUE LOSS" ARE MORE FLEXIBLE AND MAY BE USED FOR A BROAD RANGE OF GOVERNMENT SERVICES, PROGRAMS AND PROJECTS OUTSIDE OF TYPICAL ELIGIBLE USES OF RECOVERY FUNDS UNDER THE FINAL RULE.

**HOWEVER, the following activities are NOT an eligible use of a county's "revenue loss" allowance:**

- Extraordinary contribution to a pension fund — Does not apply to pension contributions that are part of regular payroll contributions for employees whose wages and salaries are an eligible use of Recovery Funds
- Debt service payment, including Tax Anticipation Notes (TANs)
- Rainy day or reserve account
- Settlement agreement, judgment, consent decree or judicially confirmed debt (with limited exceptions)
- (NEW) Activity that conflicts with the purpose of the American Rescue Plan Act statute (e.g. uses of funds that conflict with COVID-19 mitigation practices in line with CDC guidance and recommendations)
- Violations of Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance

## **CATEGORY 2. PUBLIC HEALTH AND ECONOMIC RESPONSE**

- Public Health
- Assistance to households
- Assistance to small businesses
- Assistance to nonprofits
- Aid to impacted industries
- Public Sector Capacity

## **CATEGORY 3. RESTORE AND SUPPORT PUBLIC SECTOR CAPACITY**

Counties may use Recovery Funds to restore and bolster public sector capacity, with the goal of supporting the public sector's ability to deliver critical COVID-19 services.

1. Cover payroll and covered benefits for existing public safety, public health, health care, human services and similar employees of a recipient government (WARNING: ARP Recovery Funds have different rules than the CARES Act!)
2. Rehire public sector staff to pre-pandemic levels OR above pre-pandemic levels with a 7.5 percent growth allowance
3. Support and retain public sector workers:
  - Provide additional funding for employees who experienced pay reductions or were furloughed
  - Maintain current compensation levels to prevent layoffs
  - Provide worker retention incentives, including reasonable increases in compensation (shall be additive to an employee's regular compensation and shall be less than 25 percent of the rate of base pay for an individual and no more than 10 percent for a group)
  - Cover administrative costs associated with hiring, support and retention programs
4. Provide effective service delivery (including cleanup of county services backlogs, program evaluations, and technology upgrades)

## **CATEGORY 4. PREMIUM PAY FOR ESSENTIAL WORKERS**

Counties may provide premium pay (up to \$13 per hour & capped at \$25K per individual) to eligible workers performing essential work, either in public sector roles or through grants to third-party employers.

## **CATEGORY 5. WATER AND SEWER AND BROADBAND INFRASTRUCTURE**

Counties may use Recovery Funds for a broad range of water, sewer and stormwater infrastructure investments.

### **NEW ELIGIBLE WATER & SEWER PROJECTS UNDER FINAL RULE**

- Culvert repair
- Resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, including:
  - Lead testing
  - Installation of corrosion control treatment
  - Lead service line replacement
  - Water quality testing, compliance monitoring, and remediation activities (I.e. replacement of internal plumbing and faucets and fixtures in schools and childcare facilities)

The Final Rule broadens eligible broadband infrastructure investments to ensure better connectivity for residents.

1. IDENTIFY AN ELIGIBLE AREA FOR INVESTMENT
  - Counties are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100 Mbps download/20 Mbps upload speeds
  - Beyond the threshold, counties have broad flexibility to define need in a community. Examples of need include: — Lack of access to a reliable high-speed broadband connection — Lack of affordable broadband — Lack of reliable service
2. DESIGN A PROJECT TO MEET HIGH-SPEED TECHNICAL STANDARDS
  - Projects are required to meet or exceed 100 Mbps download/100 Mbps upload (with flexibility for 100 Mbps/20 Mbps upgrades in more limited scenarios)
3. REQUIRES ENROLLMENT IN LOW-INCOME SUBSIDY PROGRAM
  - Must offer FCC's Affordable Connectivity Program (ACP) or provide access to broad-based affordability program to low-income consumers as part of the project

General Fund - American Rescue Plan Act (ARPA) of 2021ARPA Expenditures 6/1/21-12/31/24Updated As of 03/31/22

1	American Rescue Plan Act 2021 \$10,154,000	Date		Obligated	
	1st Half deposit received	06/01/21	5,077,000.00		
	2nd Half desposit estimated	~6/1/2022	5,077,000.00		
	Lewis Road Sewer Extension	06/15/21		507,000.00	
	Maryland Broadband Cooperative	09/21/21		820,000.00	
	Talkie Grant Match	01/11/22		2,000,000.00	
	Riddle Farm Waste Water Treatment Plant	03/01/22		160,000.00	
	acct 100.1090.070.6160.400				Available
			<b>10,154,000.00</b>	<b>3,487,000.00</b>	<b>6,667,000.00</b>

American Rescue Plan Act 2021 Expenditures	Obligated	Expended	Remaining	Expense Category *
Lewis Road Sewer Extension	507,000.00	-	507,000.00	Water, Sewer, Broadband
Maryland Broadband Cooperative	820,000.00	-	820,000.00	Water, Sewer, Broadband
Talkie Grant Match	2,000,000.00	-	2,000,000.00	Revenue Loss
Riddle Farm Waste Water Treatment Plant	160,000.00	(114,850.00)	45,150.00	Revenue Loss
			-	
acct 100.1090.070.6160.400			-	
	<b>3,487,000.00</b>	<b>(114,850.00)</b>	<b>3,372,150.00</b>	

\* ARPA Expense Categories

Public Health and Economic Response

Restore and Support Public Sector Capacity

Premium Pay for Essential Workers

Water and Sewer and Broadband Infrastructure

Revenue Loss (may still be used for above categories)

Counties may use revenue loss for general government services up to \$10 million.

Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise.



OCDC UPDATE AND PRESENTATION  
TO  
Worcester County Commissioners  
2022

# THE OCDC ORGANIZATION



- 200 Members
- 11 Committees
- 15 Board Members
- New Program Manager

# OCDC FAÇADE PROGRAM



- 256 Buildings Renovated to Date
- Over \$8.2 Million Private Sector Investment
- Over 6:1 Leveraging of Private to Public
- 10 projects completed in 2021
- 8 Projects Underway

# Façade Project



502 St. Louis Avenue



602 Baltimore Avenue



# 250<sup>th</sup> Façade Project completed **ITEM 11** 1208 Baltimore Avenue



# Green Building Initiatives Program

ITEM 11



- Energy Star Rated Doors, Windows and Cool Roofs
- 92 Projects Completed
- 9 Projects completed in 2021
- 1 Project Underway
- \$1.5 million in Private Sector Investments

## OCDC Development & Assistance Program

104 Dorchester Street (54 workforce housing beds) /  
207 St. Louis Avenue (25 workforce housing beds)



# OCDC Public Art Program

S. Baltimore Avenue & Worcester Street (sponsored by The Kite Loft)



S. Baltimore Avenue & Dorchester Street (sponsored by Park Place Jewelers)



# Wall mural Wicomico Street

**ITEM 11**

- Full wall mural on blank wall on southside of building
- Very visible for northbound vehicles on S. Baltimore Avenue
- Proposed Ocean City theme
- Artwork to commence in May 2022



## Other OCDC Grant programs



- Downtown Light Program
- OCDC Fence Program
- OCDC Roof Program
- Business Assistance Program (when available)
- \$25K towards phase 1 renovation of former Bank of OC building on Dorchester Street

# Special Events



- Sunset Park Party Nights (Thursday nights @ 7 pm) from July 7-August 25<sup>th</sup>
- 8 OC Cruzers Events on Somerset Plaza
- 2022 Marlin Fest
- Craft Beer Fest – October 29, 2022
- Downtown Association committee events (Pancake Breakfast, Spaghetti Dinner, Spring Fling and After Dark events)
- OCDC Art Davis Memorial golf tournament on October 5, 2022

# UPCOMING OCDC ITEMS



- OCDC Annual meeting – May 11th
- OCDC Board elections on May 11th
- More painted utility boxes
- Wicomico Street wall mural
- Updating the Boardwalk and Off the Boardwalk business directories
- State grants process
- Boardwalk Information Cottage

# Somerset Street extension project between S. Baltimore and S. Phil. Avenues

Underway



New Streetscape project

- New one way street
- On street parking
- **10' wide sidewalks**
- Decorative street lighting
- Underground utilities
- paid by Inlet Parking Lot Fund and utilities

# OCPD mixed use facility



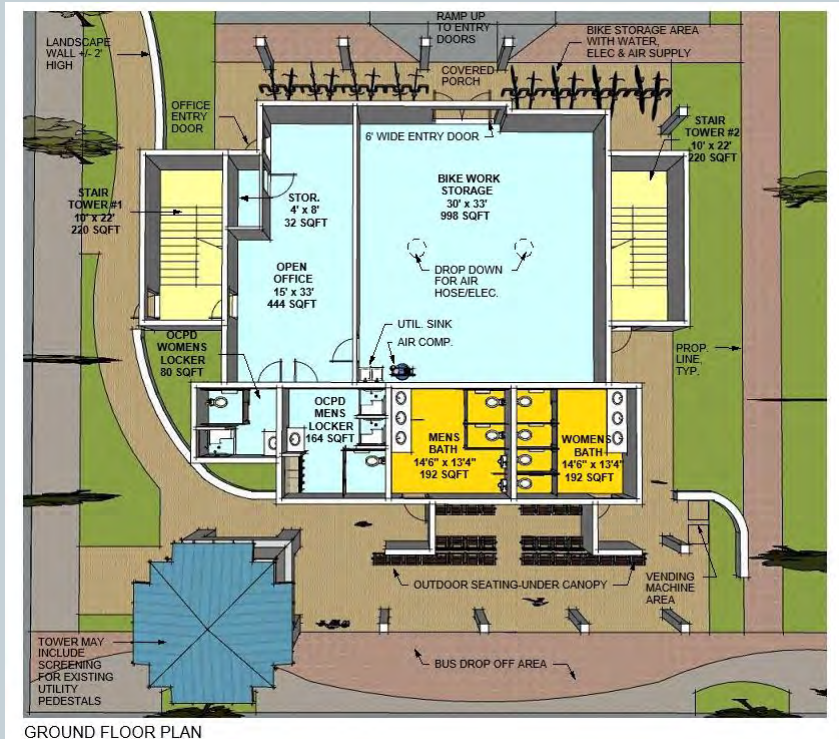
## Rendering



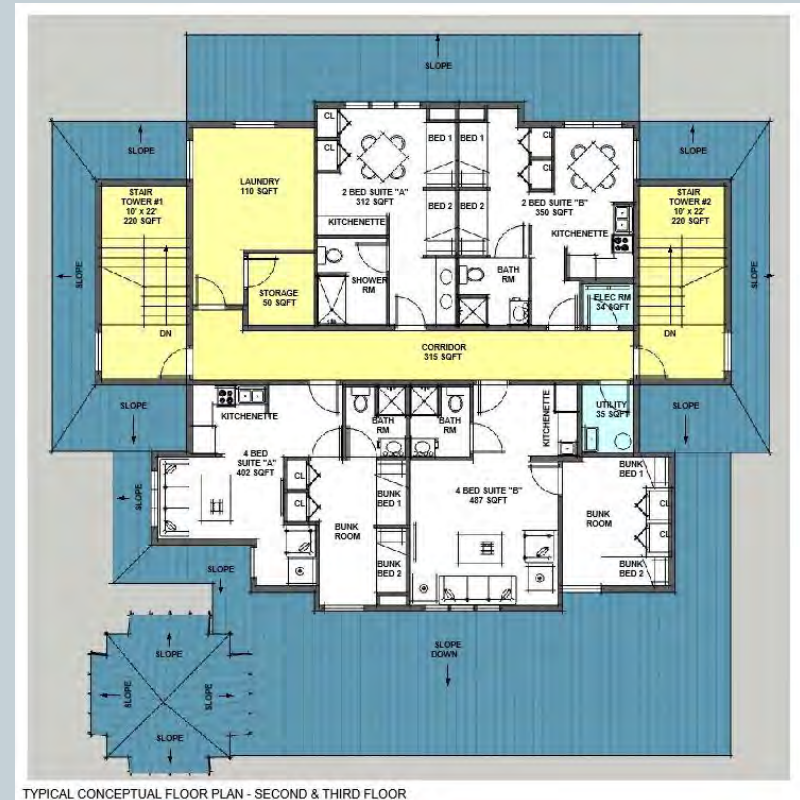
- New storage and space for OCPD bike patrol
- Improved private bus stop
- Public restrooms
- At least 25 beds of seasonal housing for OCPD

# OCPD mixed use facility floor plans

## First floor layout



## 2<sup>nd</sup> and 3<sup>rd</sup> floor living area



# Workforce Housing mixed use facility



## Rendering



## Summary of project

- At least 200 beds of seasonal housing
- Possible OCDC office
- Other mixed uses

# **“OCDC - REVITALIZING DOWNTOWN OCEAN CITY ONE BUILDING AT A TIME”**

*Thank you for your  
continued support.*

**[www.ocdc.org](http://www.ocdc.org)**



Talkie Communications, inc  
99 Talbot Blvd Chestertown MD 21620  
844-5-Talkie  
Sales@TalkieFiber.com  
TalkieFiber.com

## ITEM 12

April 26, 2022

### **Talkie Communications, inc updates for Worcester County, Maryland.**

#### **Grants:**

One of the largest, most notable grants was the NTIA grant for \$18 Million. We learned on February 25<sup>th</sup> that we were not awarded this grant. Maryland was not awarded any portions of this grant as it only went to 12 states in total. The NTIA grant essentially kept us from applying for another rather large grant, the Reconnect Grant. Due to the timing and amount of effort to apply for this grant, we will not be able to apply this year. Talkie will continue working in Worcester County and moving forward building out the entire county. We understand that there are two more grants throughout the year and at least one more this summer. As details become available, we will share them with the county.

Here is a recap as of today.

#### **Grants Won:**

RDOF: **\$3,000,000** over 10 years, \$300,000 per year (\$25,000 per month)

DHCD: **\$3,600,000**

#### **Grants applied for: Waiting results**

Neighborhood Grant: **\$2,000,000** - Pending results (Should hear in May) Match approved and budgeted

Infrastructure Grant: **\$20,000,000** - (Requires 10% match which is 2 million) Offered by the state of Maryland with a high probability of winning. This closed on January 14 which we applied for with the consent of the commissioners. This match will be paid from ARPA should we win the grant.

## ITEM 12

### Progress made:

- Pocomoke
  - Talkie is actively working to complete the Pocomoke area. We installed service at an additional 10 homes off of Colona on April 18<sup>th</sup>. Tulls Corner Road, New Bridge Road will be completed in the upcoming weeks and that will complete the Pocomoke area
- Snow Hill
  - Talkie has completed the Snow Hill project for backbone infrastructure.
- Bishopville
  - Talkie is having a Ribbon Cutting on May 3<sup>rd</sup> for the start of the Bishopville area. Talkie didn't win the NTIA grant for the Bishopville area so this area is unfunded.
  - Talkie has made the request to the county to match the funds to build Bishopville. (See letter on page 3) Talkie is requesting the county to use 1 million dollars of ARPA funds to match Talkie's \$1,339,120
- Sheephouse
  - Sheephouse will be the next area that Talkie will start the construction.

TO: Local Media  
FROM: Worcester County Commissioners  
DATE: April 26 2022  
TOPIC: Commissioners and Talkie kick off countywide fiber-optic network installation project  
CONTACT: Kim Moses, public information officer, (410) 632-1194

## ITEM 12

The Worcester County commissioners and Talkie Communications, Inc. will be kicking off the start of a 30-mile build on Tuesday, May 3<sup>rd</sup>, starting at 2 pm. The location will be at Bishopville Park located at 10602 Bishopville Rd, Bishopville, MD.

Talkie, the county's broadband vendor, has developed a state-of-the-art, fiber-optic network to address the lack of broadband infrastructure in Worcester County by expanding high-speed broadband to unserved areas. Talkie began phase one of the installation process on Dun Swamp Road in Pocomoke. While continuing the build-in the south county, we would like to announce the start of building the fiber-optic network in the north county

"I am pleased with the dedication Talkie has shown in working with Worcester County," Worcester County Information Technology Director Brian Jones said. "This project has been in the works for several years, and we are starting to see progress made to bring true broadband speeds to rural parts of Worcester County."

Those residing in this service area may sign up for service or request additional information by visiting [www.talkiefiber.com](http://www.talkiefiber.com). Customers are not required to sign a contract and may discontinue service at any time. Community interest will help Talkie determine which areas to build out first.

Talkie, which offers fiber internet with speeds up to 1 Gig, phone, and home security, has been working in partnership with the commissioners and Jones to secure local, state, and federal grants over the next 10 years to help fund this roughly \$52 million project to build and install a fiber backbone to connect unserved and underserved communities and thus promote overall economic development in the region.

The commissioners accepted a proposal from Talkie on January 5, 2021, to serve as Worcester County's broadband vendor to install an underground fiber backbone at no monetary cost to the county and are considering opportunities to fast-track this project.

Hi Brian, Weston, Joe

## ITEM 12

I wanted to apologize again for not being able to make the meeting on April 5th.

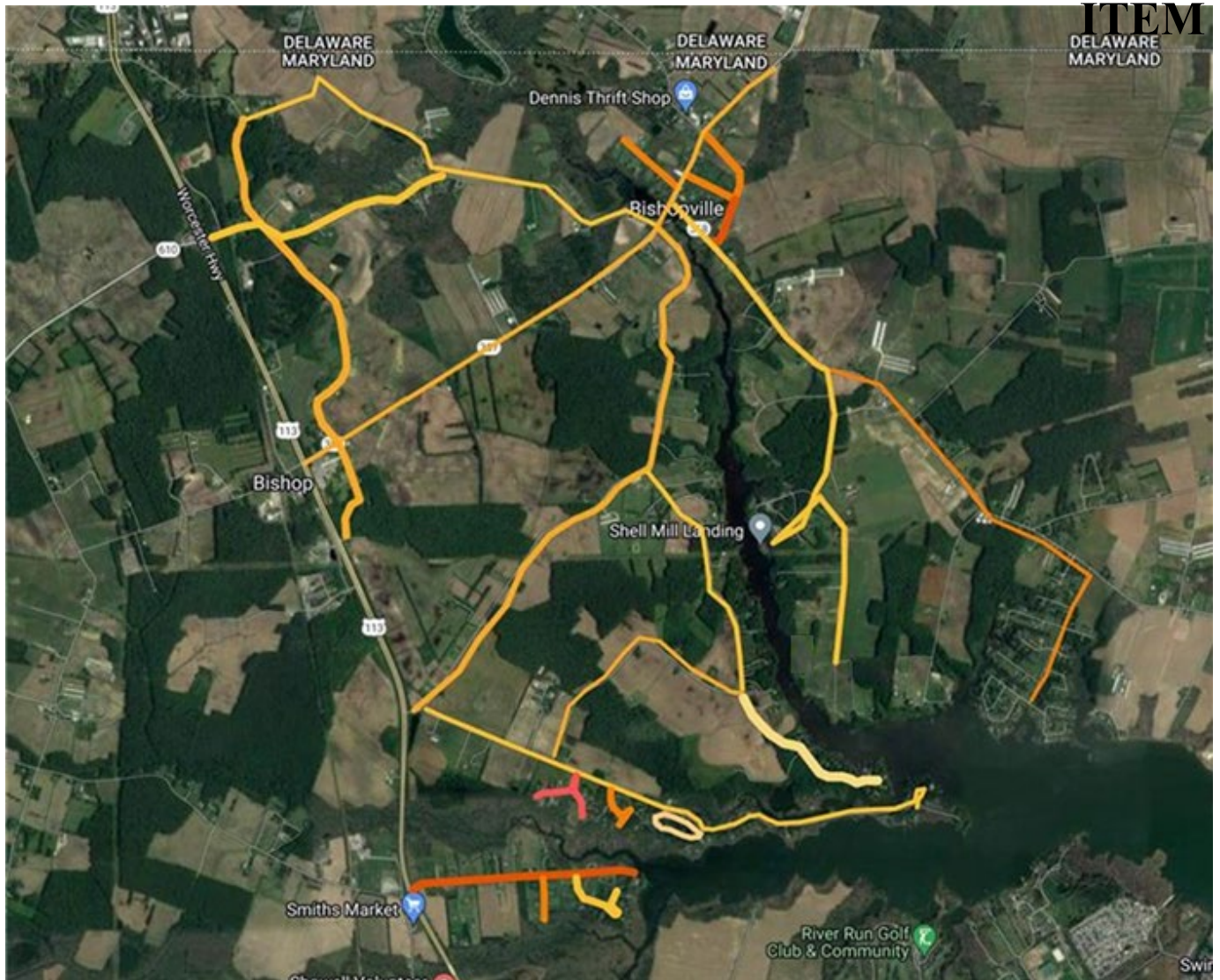
Talkie is very flexible on our deployment areas and we want to make the county happy. As of right now all money still has come from our own pocket so progress is slower than we'd like. We did meet with Rick on Monday and we are working on submitting invoices to get paid back for the work we have already done. We hope in May Rick's office will let us know if we win the 20 million dollars for the other areas in the county as well as the 2 million for Pocomoke.

I wanted to share with you the budget for Bishopville. The total cost for 30 miles of fiber is \$2,339,120.00 (77,970 per mile). Since we did not win the NTIA grant that would have covered this area we will be using the loan to purchase supplies for this area.

Talkie has already received the permits and has started the process to get the remote CO placed and turned on. We hope to have a ribbon-cutting soon. We are also about to finish up the Pocomoke area and will be moving to our next location which is covered under RDOF.

We would like to know if the county would offer ARPA funds to pay for half of the build of Bishopville?

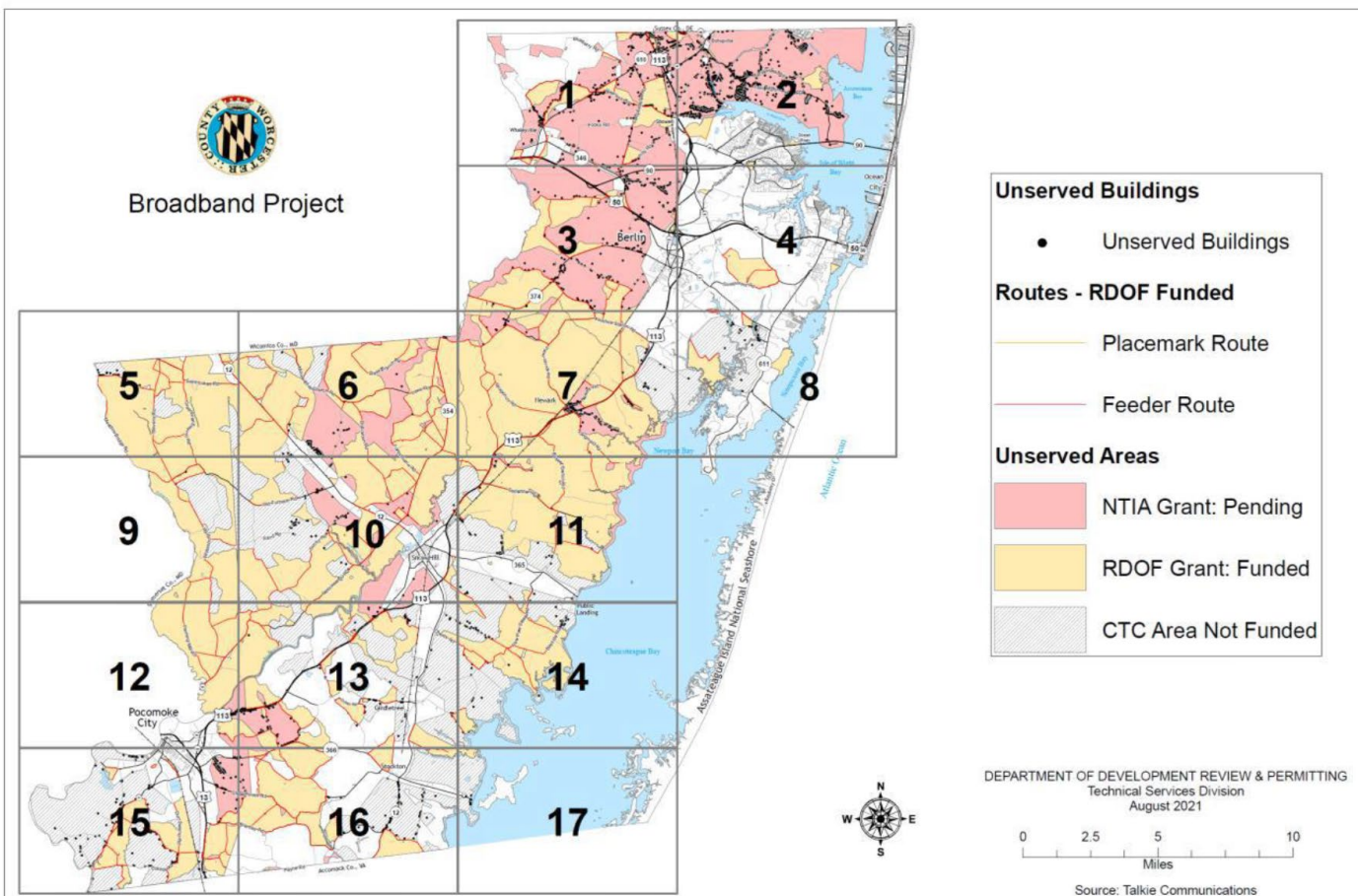
## Bishopville Area



ITEM 12

Current Funded and unfunded areas.

## ITEM 12





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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

## MEMORANDUM

**TO:** Weston Young, Chief Administrative Officer  
 Joe Parker, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director *Dallas Baker*  
**DATE:** April 22, 2022  
**SUBJECT:** Ocean Pines Waste Water Treatment Plant Repairs

### 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

Public Works – Water / Waste Water Division is requesting to use \$187,900 from the Ocean Pines reserve fund to cover two unbudgeted needs related to the waste water treatment plant (WWTP). \$132,400 is needed to repair a damaged surface skimming rake in Clarifier No. 2 and \$55,500 is needed to replace a non-operational pump in the flow equalization tank (FET). The clarifier rake is a motorized device that slowly rotates within the tank, pulling floating solids into the center where they can be removed from the treated effluent. Without the clarifier, the capacity of the plant is reduced by approximately 20% and it cannot treat its rated capacity of 2.5 Million gallons per day (there are 3 other clarifiers in operation). The pumps in the FET take waste water out of the tank and send it into the treatment process. There are two (2) pumps in the tank, only one is operational. The cost to repair the pump is \$53,000, the cost to buy a new pump is \$55,500. Without the 2<sup>nd</sup> pump in operation, the plant runs the risk of not being able to treat the incoming waste water should the single remaining pump fail. The lead time for the new pump is 10 – 12 weeks.

Attached are quotes for the rake repair and the pump purchase. The quote for services to repair the clarifier rake is an emergency repair. The rake needs to be repaired before seasonal high flows begin. The quote for the pump is from Flygt, who has been approved by the Commissioners as the County's Water / Waste Water pump vendor. These repairs were not anticipated in the FY'22 Ocean Pines Capital Equipment Other WWW Equipment budget (555.9010.090). Ocean Pines has a reserve of approximately \$877,906 from the end of fiscal year 2021. Public Works has consulted with the Treasurer's Office and the Ocean Pines Water & Sewer Advisory Board and they both agree the clarifier rake repair and pump purchase are appropriate uses of the reserve fund.

Please let me know if there are any questions.

### Attachments

cc: Chris Clasing  
 Gary Serman  
 Barbara Hitch

**DATE:** **January 6, 2022**

<b>Attention:</b>	<b>Dominic Ross</b>	<b>From:</b>	<b>Christine Pennisi</b>
<b>Firm:</b>	<b>Worcester County</b>	<b>Subject:</b>	<b>RFQ Flygt Pump</b>
<b>Fax No.:</b>		<b>SLA Quote:</b>	<b>01-06-01</b>

13 - 2

## PROPOSAL

**K & Z Mechanical, Inc**

32179 Lighthouse Rd

Selbyville, DE. 19975

Ph: 443-466-3993

Email: kandzmech: 1000 Shore Ln, Ocean Pines, Md

Proposal Date: 4/5/2022

PROPOSED TO:	
Worcester County- Ocean Pines WWTP 1000 Shore Ln Ocean Pines, Md Attn: Dominic Ross	Phone: Cell: 410-430-7968 Fax: Email: <a href="mailto:dross@co.worcester.gov">dross@co.worcester.gov</a>

PROJECT INFORMATION:	
Name:	Ocean Pines Clarifier Rebuilding/ Fabrication and Corrosive coating
Number:	TBD
Location:	1000 Shore Ln, Ocean Pines, Md

FROM:	Ron Keller	Email: <a href="mailto:kandzmechanical@gmail.com">kandzmechanical@gmail.com</a>	Cell: 443-466-3993
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The following Proposal is for K & Z Mechanical, Inc to provide labor, material and equipment based on the scope of work described herein.

This proposal is valid for 30 days after submission (date shown above). If a purchase order is received after the 30 day period; K & Z Mechanical, Inc reserves the right to any additional fees and costs which occur due to material, equipment and labor increases.

## PROPOSAL TABLE OF CONTENTS:

- Cover Letter
- Scope of Work
- Project Clarifications

<b>BASE BID AMOUNT:</b>	<b>\$ 132,400</b>
-------------------------	-------------------

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Acceptance of Proposal-** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: This proposal may be withdrawn by us if not accepted within 30 day

Acceptance Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Representative: Ron Keller

Ron Keller

Date: \_\_\_\_\_

**K & Z Mechanical, Inc**

32179 Lighthouse Rd

Selbyville, DE. 19975

Ph: 443-466-3993

Email: kandzmechanical@gmail.com

**SCOPE OF WORK****Proposal Date:****PROJECT INFORMATION:**

Name:	Ocean Pines Clarifier Rebuilding/ Fabrication and Corrosive coating
Number:	TBD
Location:	1000 Shore Ln, Ocean Pines, Md

- Description:**
- \* Remove existing clarifier rake arms and all guide cables  
Fabricate all new rake arms, rake arm shafts  
tension guide cables  
Sand blast existing structure and new steel, apply corrosive coatings per  
supplied specifications (Subcontract).
  - \* Assist with start -up and proof true rotation clearances

**Total Base Bid: \$ 132,400.00**

## K & Z Mechanical, Inc

32179 Lighthouse Rd  
Selbyville, DE. 19975  
Ph: 443-466-3993  
Email: kandzmechanical@gmail.com

## CLARIFICATIONS

Proposal Date: 4/5/2022

### PROJECT INFORMATION:

Name:	Ocean Pines Clarifier Rebuilding/ Fabrication and Corrosive coating
Number:	TBD
Location:	1000 Shore Ln, Ocean Pines, Md

**Exclusions:** Crane services, engineering of any kind  
Disposal of sand blasting media

**DRAWINGS / SPECIFICATIONS:** N/A

**Design Professional:** N/A

## **CORROSION CONTROL CORPORATION**

**Steel Tank Painting, Maintenance & Construction since 1968**

177 US Route 130, Pedricktown, NJ 08067 / 856-299-4200 ext. 14 / Fax 856-299-5286 / email: [kent@tankcare.com](mailto:kent@tankcare.com)

March 28, 2022

K & Z Mechanical inc  
32179 Lighthouse Road  
Selbyville, DE 19975

Attn: Ron Keller, owner

RE: Quotation for painting interior steel surfaces of 33'-4 diam. x 12'-0 shell ht. OTT settling tank.

Ron,

Based upon my inspection of the settling tank we looked at with you a couple of weeks ago, I'm proposing the following scope of work;

1. A full SSPC-SP 10 blast of all steel surfaces level with the top of the concrete wall down to the concrete floor. This would include the new scraper mechanism you'll be rebuilding and the scum scraper arm and trough.
2. Apply one full coat of Induron's PE 70 epoxy to all blast cleaned surfaces at 3.0 – 4.0 mils DFT.
3. Apply one full finish coat of Induron's PermaSafe 100 black epoxy to all primed surfaces at 20.0 – 25.0 mils DFT.
4. Perform a high voltage holiday test to confirm the lining system is pinhole free. Repair and pinholes detected.
5. Remove all spent abrasive from the interior of the tank to be disposed of at the treatment plant.

I estimate that this work would take approximately 2.5 to 3.0 weeks to complete weather permitting.

Should the owner want the sloping concrete floor brush blast cleaned and repainted, I would recommend the following spec;

1. A SSPC-SP7 brush blast to remove all surface contamination and any loose paint should a coating exist.
2. Apply one coat of Induron's E-bond Penetrating sealer to penetrate the concrete and mitigate outgassing and improve the bond of epoxy topcoats.
3. Apply one finish coat of Induron's PermaSafe 100 black at 20.0 – 25.0 mils DFT.

I have attached product data sheets for the coating products I have listed to be used. If you have any questions please give me a call.

It was a pleasure meeting you and thank you for inviting Clay and I to inspect your tank.

Sincerely,



Kent L. Webster, Pres.



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
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**WATER AND  
 WASTEWATER**  
 TEL: 410-641-5251  
 FAX: 410-641-5185

## MEMORANDUM

**TO:** Weston Young P.E., Chief Administrative Officer  
 Joseph Parker, Deputy Chief Administrative Officer  
**FROM:** Christopher S. Clasing, P.E., Deputy Director *Chris C*  
**DATE:** April 25, 2022  
**SUBJECT:** Sourcewell Purchase of Track Loader  
 Ocean Pines Water & Wastewater Service Area

Public Works is requesting approval to use \$67,776.28 from the Ocean Pines Water & Wastewater Collections Capital Equipment Other budget to purchase a compact track loader. \$60,000 was budgeted in FY '22 for the purchase of the track loader in Account #555.8003.9010.090. The remaining \$7,776.28 will be funded via the Ocean Pines Treatment Plant Building Site Expenses Buildings & Grounds Maintenance Account #555.8003.6550.020 due to a projected under expenditure of that line item.

Attached is a quote from Atlantic Tractor, the Maryland John Deere-authorized distributor, for the purchase of a compact track loader. This quote reflects the competitively bid Sourcewell Contract #032119-JDC (pricing sheet attached) which covers the purchase of John Deere Compact Track Loader Model 331G.

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

### Attachments

cc: Dallas Baker Jr, P.E., Director  
 Gary Serman, Water & Wastewater Supervisor  
 Barbara Hitch, Enterprise Fund Controller  
 Dominic Ross, Wastewater Supervisor



---

**Quote Summary**

**Prepared For:**  
WORCESTER COUNTY WASTEWATER  
1000 SHORE LN  
BERLIN, MD 21811

**Prepared By:**  
Eddie Frantum  
Atlantic Tractor LLC  
31415 John Deere Drive  
Salisbury, MD 21804-1413  
Phone: 410-860-0676  
efrantum@atjd.net

Sourcewell State of Maryland Contract #032119-JDC

**Quote Id:** 26263225  
**Created On:** 16 March 2022  
**Last Modified On:** 25 April 2022  
**Expiration Date:** 16 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 331G COMPACT TRACK LOADER	\$ 99,671.00	\$ 67,776.28 X	1 =	\$ 67,776.28
<b>Equipment Total</b>				<b>\$ 67,776.28</b>

---

**Quote Summary**

Equipment Total	\$ 67,776.28
SubTotal	\$ 67,776.28
Est. Service Agreement Tax	\$ 0.00
Total	\$ 67,776.28
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 67,776.28</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

**JOHN DEERE**

# Selling Equipment

**ITEM 14***Atlantic Tractor*  
We Live It.

Quote Id: 26263225

Customer: WORCESTER COUNTY WASTEWATER

**JOHN DEERE 331G COMPACT TRACK LOADER**

Hours:

**Suggested List**

Stock Number:

\$ 99,671.00

**Selling Price**

\$ 67,776.28

Code	Description	Qty	Unit	Extended
0BE2T	331G COMPACT TRACK LOADER	1	\$ 86,196.00	\$ 86,196.00
<b>Standard Options - Per Unit</b>				
0752	Cab/Heat/AC, Power QT, SL & RC, 2Spd	1	\$ 6,592.00	\$ 6,592.00
0953	ISO-H Switchable Controls and EH Joystick Performance Package	1	\$ 1,058.00	\$ 1,058.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
1741	Less JDLink	1	\$ 0.00	\$ 0.00
2650	Zig-Zag Bar Tread Pattern - 17.7 in. (450 mm) Tracks	1	\$ 488.00	\$ 488.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$ 217.00	\$ 217.00
6003	Vinyl, Air-Ride Seat	1	\$ 462.00	\$ 462.00
9341	84 in. HD Utility Bucket (27.0 cu. ft.) with Edge	1	\$ 2,234.00	\$ 2,234.00
<b>Standard Options Total</b>				<b>\$ 11,051.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 2,074.00	\$ 2,074.00
	Setup	1	\$ 350.00	\$ 350.00
<b>Other Charges Total</b>				<b>\$ 2,424.00</b>
<b>Suggested Price</b>				<b>\$ 99,671.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -31,894.72</b>	<b>\$ -31,894.72</b>
<b>Total Selling Price</b>				<b>\$ 67,776.28</b>

**Sourcewell Contract 032119-JDC****John Deere Construction Retail Sales****List Price Discounts**

**Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**

Please contact your local dealer for a contract quote: <https://dealerlocator.deere.com/servlet/>

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Articulated Dump Trucks	260E	33%
Articulated Dump Trucks	310E	33%
Articulated Dump Trucks	410E-II	32%
Articulated Dump Trucks	460E-II	30%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Backhoes	310L EP	45%
Backhoes	310L	46%
Backhoes	310SL	46%
Backhoes	310SL HL	46%
Backhoes	315SL	46%
Backhoes	410L	44%
Backhoes	710L	43%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Compact Track Loaders	317G	32%
Compact Track Loaders	325G	32%
Compact Track Loaders	331G	32%
Compact Track Loaders	333G	32%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Dozers	450K	29%
Dozers	550K	29%
Dozers	650K	29%
Dozers	700L	26%

# ITEM 14

Dozers	750L	25%
Dozers	850L	28%
Dozers	950K	33%
Dozers	1050K	33%

Product Family	Model	List Price Discount
Crawler Loaders	655K	28%
Crawler Loaders	755K	28%

Product Family	Model	List Price Discount
Excavators	75G/ZX75US-5	34%
Excavators	85G/ZX85USB-5	34%
Excavators	130G/ZX130-6	36%
Excavators	135G/ZX135US-6	36%
Excavators	160G LC/ZX160LC-6	36%
Excavators	190GW/ZX190W-6	44%
Excavators	200G LC	36%
Excavators	210G LC/ZX210LC-6	36%
Excavators	245G LC/ZX245LC-6	36%
Excavators	250G LC/ZX250LC-6	35%
Excavators	300G LC/ZX300LC-6	35%
Excavators	345G LC/ZX345USLC-6	31%
Excavators	350G LC/ZX350LC-6	36%
Excavators	350P	31%
Excavators	380G LC/ZX380LC-6	36%
Excavators	380P	31%
Excavators	470G LC/ZX470LC-6	39%
Excavators	470P	31%
Excavators	670G LC/ZX670LC-6	39%
Excavators	670P	31%
Excavators	870G LC/ZX870LC-6	39%
Excavators	870P	31%

# ITEM 14

Product Family	Model	List Price Discount
Compact Excavators	17G/ZX17U-5	29%
Compact Excavators	26G/ZX26U-5	29%
Compact Excavators	30G/ZX30U-5	29%
Compact Excavators	35G/ZX35U-5	29%
Compact Excavators	50G/ZX50U-5	29%
Compact Excavators	60G/ZX60U-5	29%

Product Family	Model	List Price Discount
Feller Buncher	859M	22%

Product Family	Model	List Price Discount
Forwarder	1910G	27%

Product Family	Model	List Price Discount
Motor Graders	620G	43%
Motor Graders	622G	43%
Motor Graders	670G	44%
Motor Graders	672G	44%
Motor Graders	770G	45%
Motor Graders	772G	45%
Motor Graders	870G	45%
Motor Graders	872G	45%

Product Family	Model	List Price Discount
Skid Steers	316GR	32%
Skid Steers	318G	32%
Skid Steers	320G	32%
Skid Steers	324G	32%
Skid Steers	330G	32%
Skid Steers	332G	32%

# ITEM 14

Product Family	Model	List Price Discount
Skidder	640L II	25%
Skidder	648L II	23%

Product Family	Model	List Price Discount
Swing Machine	2156G	29%
Swing Machine	2654G	31%
Swing Machine	2656G	31%

Product Family	Model	List Price Discount
Wheel Loaders	444 P	37%
Wheel Loaders	524 P	40%
Wheel Loaders	544 P	41%
Wheel Loaders	624 P	40%
Wheel Loaders	644 P	37%
Wheel Loaders	644 X	37%
Wheel Loaders	644G (Only Available in Canada)	36%
Wheel Loaders	724 P	39%
Wheel Loaders	744L	38%
Wheel Loaders	824L	38%
Wheel Loaders	844L	38%
Wheel Loaders	844L AH	38%
Wheel Loaders	944K	39%

Product Family	Model	List Price Discount
Compact Wheel Loaders	204L	28%
Compact Wheel Loaders	244L	28%
Compact Wheel Loaders	304L	28%
Compact Wheel Loaders	324L	28%
Compact Wheel Loaders	344L	28%

# ITEM 14

Product Family	Model	List Price Discount
Knuckleboom Loader	437E	27%

Product Family	Model	List Price Discount
Worksite Pro Attachments	Various	20%

## Additional Volume Discounts if Ordered on One Purchase Order

<b>Quantity</b>	<b>Additional Volume Discount</b>
5-7 Machines	1%
8-14 Machines	2%
15+ Machines	3%

For Contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

[ForsbergBrookeL@JohnDeere.com](mailto:ForsbergBrookeL@JohnDeere.com)



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRIS CLASING, P.E.  
 DEPUTY DIRECTOR

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

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

**TO: Weston Young P.E., Chief Administrative Officer**  
**Joseph Parker, Deputy Chief Administrative Officer**  
**FROM: Christopher S. Clasing, P.E., Deputy Director** *Chs Cf*  
**DATE: April 28, 2022**  
**SUBJECT: Purchase of an Emergency Backup Generator**  
**Public Works Administration Building**

Public Works is requesting approval to use \$126,404.07 from the Assigned Fund Balance for a turnkey purchase of a Kohler generator and appurtenances for the Public Works Administration Building. This generator will be used to provide emergency backup power to the entire building including the Public Works Administration Offices, Fleet Management Facility, and the Maintenance Facility. In addition, the generator will serve the County fuel island and IT network hub that is housed at the site. \$200,000 was budgeted for the purchase and install of this generator in the FY22 Assigned Fund Balance titled "Public Works generator (FY22)". **This quote reflects the competitively bid Sourcewell Contract 120617-KOH which is accompanied by a \$38,001.60 pricing discount.**

Attached is a proposal from Fidelity Power Systems, the Maryland Kohler-authorized dealer. Fidelity Power Systems is also the generator maintenance contractor for Worcester County. That contract was competitively bid and awarded earlier this year. This project is a design-build approach which will save time and money by not having to bid out the design and construction phases separately.

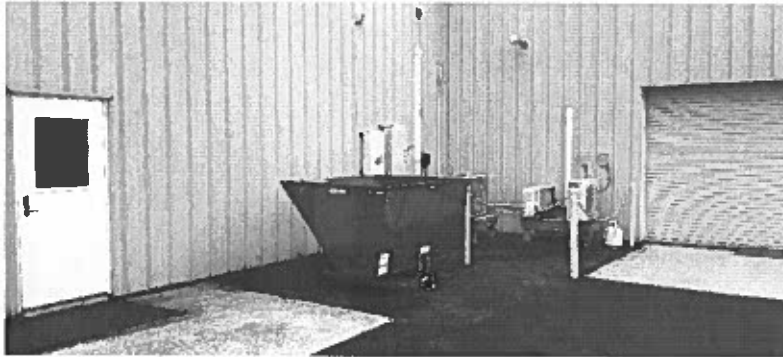
The Turn-key supply and install covered under this contract provides a single price for equipment, products, related design services, and installation to provide generators in a properly operating status. A copy of the pertinent sections of the Sourcewell RFP and additional contract documents are attached for reference.

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

**Attachments**

cc: Dallas Baker Jr, P.E., Director  
 Mike Hutchinson, Maintenance Superintendent

## TURNKEY AGREEMENT



***Presented to***

**Worcester County Department of Public Works**

**Sourcewell #**

**Michael Hutchinson**

**6113 Timmons Road**

**Snow Hill, MD 21863**

***Prepared by***

**Benjamin Ludwig**

**Project Manager | Fidelity Power Systems**

**(410) 771-9400 | bludwig@fidelity-ps.com**

**3/18/2022**

**3/18/2022**

**Quotation #: KS21134 R2**

Fidelity Power Systems® is one of the nation's largest distributors of KOHLER® generators and power systems. We offer a full line of commercial, industrial, and residential emergency power systems, including stand-by generators, automatic transfer switches, paralleling switchgear, and replacement parts.

Fidelity Power Systems has a long and successful history of delivering reliable backup power solutions to companies of all sizes. Dedication to reliability, innovative solutions, and continuous advancements allows Fidelity Power Systems to be a top name in power generation in the Mid-Atlantic.

Fidelity Power Systems' award-winning service teams are staffed with factory-trained and authorized service technicians who specialize in emergency power systems, supporting commercial, industrial, health care, critical facilities, and more.

Dear Michael,

Thank you for the opportunity to submit our proposal for this scope of work. We look forward to a successful partnership and hearing from you soon.

If we can be of further assistance or help answer any questions you may have, please feel free to contact us directly.

Respectfully,

**Benjamin Ludwig**

Project Manager

Email Address: [bludwig@fidelity-ps.com](mailto:bludwig@fidelity-ps.com)

Office: 410-771-9400

Cell: 443-915-1110



## BILL OF MATERIALS

Model: 200REOZJF      kW: 200      Voltage: 120/240      Phase: 1      Wire: 3      Hertz: 60  
 Fuel: Diesel      Cooling: Radiator      Configuration: Outdoor

- UL 2200 Listed
  - APM402 Digital Generator Set Controller with digital display of voltage, amperes, frequency, accumulated run time, oil pressure and water pressure, rotary/push button selection, integral voltage regulation with +/-0.5% regulation, integral generator protection, Modbus communication
  - Engine block heater – 1800Watt, 120V
  - Electronic isochronous governor
  - Certified Test Report
  - Factory 0.8 Power Factor Test
  - Form C dry contacts
  - Flexible fuel connections
  - 400amp, 100% rated, Electronic
  - 400-gallon sub-base fuel tank UL 142 Listed double-wall construction equipped with fuel level gauge, low level alarm
  - Battery rack and cables
  - Kohler battery charger, 10amp float type, with alarms
  - Remote Annunciator
  - Remote emergency stop
  - Steel skid base with end caps and lube oil drain extension
  - Lube oil and antifreeze
  - Operations and Maintenance manual on CD-ROM
  - Kohler 5 Year warranty
  - One – year two visit service contract
- (1) Kohler Series Rated Open Transition Automatic Transfer Switch, Model KSS-AFNC-0400S  
 Amps: 400, Voltage: 240, Pole: 2, Wire: 3, Enclosure: NEMA 3R



## EXECUTIVE SUMMARY

Supply and install new 200kW Kohler generator 200REOZIF with a 24-hour run time. Supply and install new 400amp open transition automatic transfer switch to provide back up emergency power to the whole public works building.

## PROPOSED SCOPE OF WORK

- Install new 400amp service disconnect after electrical meter
- Install new 400amp open transition automatic transfer switch after disconnect
- Refeed existing electrical panels on load side of transfer switch
- Install conduit from transfer switch emergency side to new generator location
- Saw cut, dig out, and frame out new generator concrete pad
- Pour new generator pad and allow time for pad to harden
- Set new Kohler generator with crane
- Pipe conduit into generator
- Pull feeders for load, block heater, battery charger, start circuit, Remote annunciator, and E-stop
- Land all wires on generator and accessories
- Start up and program new equipment
- Perform a 2-hour load bank test at 100% load
  
- NOTE – Generator was sized using Kohler’s software. A load study is recommended to confirm generator size and buildings max usage at one time. Welder was not included to be used on emergency power. Some loads were stepped into the generator on sizing program. These are shown on the report. Electrical permit included in project. No engineered drawings (Electrical w/details and schedules, Erosion control plan/ measures, Structural, and or site plan). Utility work with included in project but no fees from utility company included. Whole building power outage must happen to cut over new building disconnect. Quote is subject to changes depending on what the authority having judgement approves/ changes additional cost will occur as a change order if changes are made.

## **CLARIFICATIONS**

- Proposal is valid for 30 days
- All work to be done during normal business hours, unless noted otherwise
- Proposal based on current/standard equipment lead times. Lead times are subject to change
- The equipment and services listed in this proposal constitute the only items being offered and are our interpretation of the scope/specification and application requirements as agreed upon by the Customer

## **EXCLUSIONS**

- Air permits
- Deficiency reports or pre-demo readings
- Energy meters
- Generator fuel (fuel to be provided by customer and not included as part of this proposal)
- Wall cutting, patching, and painting, including building penetrations
- Testing and removal of hazardous materials
- Wage scale, bond, liquidated damages or OCIP participation
- Building commissioning assistance
- Landscaping
- Mechanical work, unless noted otherwise
- Delay or costs due to COVID-19 and/or unit/site access
- Quick ship fees and/or dedicated truck (shipping)
- Fire and life safety controls/interlocks, including key switches and indicator lights
- Service, commissioning, and/or repair of existing/remaining equipment, exhaust systems, louvers, switches, and tanks.
- Generator system load verification, unless noted otherwise
- Minority participation
- Building structural verification and/or work, including GPR or X-Ray
- Temporary back-up power (i.e. rentals), unless noted otherwise



## TERMS & CONDITIONS

### Throughout this Agreement:

**Worcester County** shall be known as the **OWNER/BUYER**.

**Fidelity Power Systems®** shall be known as the **SELLER/CONTRACTOR**.

Notwithstanding any provision in the bid documents to the contrary, if as a result of the COVID-19 epidemic, Fidelity Power Systems work is delayed, disrupted, suspended, or otherwise impacted, or if, subsequent to the date of the Proposal, any COVID-19 guidelines and/or regulations are enacted by the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable state or local agencies having jurisdiction over Fidelity Power Systems home office and/or the location of the Project, then Fidelity Power Systems shall be entitled to an equitable adjustment to the Project schedule and to the contract price. This provision is an essential term of this Proposal and shall be incorporated by reference into the contract.

All acts in fulfillment of this order which are done outside of the State of Maryland are intended and shall be construed as interstate commerce and not as business done by Seller as a foreign corporation in any other state; no claims or rights to the contrary shall be asserted.

Seller will extend standard Manufacturers warranties on equipment furnished under this contract but no other service or guarantee is given unless otherwise stated in this form. The contractor guarantees all workmanship, equipment and material for the period specified on the first page of this contract, from the date the system is started up for the beneficial use of the Owner, or upon completion of the Contractors work defined herein, whichever occurs first.

This contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcity, strikes, either on the work done this contract or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government, including but not restricted to priorities and allocations, regulations, or any other Government agency, judicial authority, acts of God, or any other cause beyond the Sellers ability to obtain materials with priorities, allotments, or certificates, as furnished by the Buyer.

Deliveries may be withheld at any time if Seller believes that Buyers credit has become impaired or if payments are not promptly made as provided herein, but Buyer remains liable for all shipments previously made and for damages suffered by the Seller. In the event Buyer requires Seller to delay shipment or erection of the equipment under this order, payment for the equipment shall not be withheld on such account and Buyer agrees to pay to the Seller any increased cost of loss caused by said delay. In the event the Buyer breaches this contract in any manner, the Seller shall be under no obligation to make further shipments and may elect to forfeit the deposit and any other payments on account as liquidated damages, or the Seller may pursue any legal or equitable remedy as provided by law. In the event the Buyer shall return the said property without the consent in writing of the Seller, the latter may store the same to the order and at the expense of the Buyer. In case of default in the terms of payment, as stated herein, the Buyer agrees to pay the full amount of indebtedness due, plus charges and fees stated on the first page of this contract.



## TERMS & CONDITIONS (CONTD.)

It is understood that the Seller will be provided with all the usual construction services such as light, power, water, toilet facilities, storage space, trash removal from common trash site, and any other space requirements including free and unobstructed access necessary in conjunction with this Proposal without cost to Seller.

The title and ownership of goods called for and furnished hereunder shall remain with Seller until full and final payment therefore shall have been made by the Buyer. In case of default, Seller may repossess the goods covered hereunder, wherever found, and shall not be liable in any action of law, on the part of Buyer, for such reclamation of its property, nor for the return of any money or monies which may have been paid by the Buyer in part payment therefore. The Buyer shall provide and maintain adequate insurance for the equipment herein specified against loss or damage by fire or other causes during the time between delivery and final payment, in an amount fully protecting the Seller, and loss or damage by fire or other causes within such period shall not relieve the Buyer from his obligation under this contract.

Any changes which increase the cost of erection to the Seller such as, but not limited to, architectural changes, interference with other trades, relocation of equipment, duct work, grilles, registers, piping, insulation, etc. shall be considered extra work not included in the price quoted in this Proposal. The additional cost of this work will be billed to the Buyer.

**Back Charges:** No claim for services rendered or materials or equipment furnished by the Buyer to the Seller or purportedly on behalf of the Seller shall be made unless authorized in writing by the Seller unless the Seller shall have unreasonably refused to give such authorization.

Liability of Seller arising out of the design, manufacture, sale, erection or performance of the equipment hereunder, or its use whether on the warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in the equipment or workmanship. No claim for consequential damages shall be made by the Buyer. In no event shall the Seller be liable for liquidation or other damages suffered by the Buyer unless agreed to herein. Seller shall not be liable for any defective material repaired or replaced without Seller's written consent.

Orders submitted on Buyer's own purchase form, which forms may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms and provisions herein contained, are accepted by the Seller only upon condition and with the express understanding that notwithstanding any such statements, clauses, or conditions, contained in any order forms of Buyer, the liabilities of Seller shall be determined solely by its own terms and conditions of sale, and in accepting and consummating any such order Seller shall not be deemed in any way to have changed, enlarged, or modified its liability or obligations as fixed by the terms and conditions of sale stated by Seller herein.

Payment to the Seller of amounts due under this contract shall not be contingent upon, nor shall it be delayed by, prior payment of any insurance claim to a third party by the Buyer or representative thereof.



QUOTATION #: KS21134 R2

SCOPE OF WORK INVESTMENT\*

TOTAL PROPOSED PRICE = \$ 126,404.07

\* Taxes not included in pricing above. If your organization has tax exempt status, please provide tax exempt paperwork.

PRICING POLICY

- Pricing valid for thirty (30) days unless extended by Fidelity Power Systems.
- If bond required, add 2% to total price.
- A service charge of 1.5% per month will be applied to all balances over thirty (30) days unless customer and Fidelity Power Systems mutually agree otherwise.

PAYMENT TERMS & SCHEDULE

- Net 30 days, Fidelity Power Systems retains title to said property and accessories until paid in full.
- Payment Schedule:
  - 50% Due within 30 days of order
  - 40% Due when generator ships from factory
  - 10% Due on day of startup and commissioning

Worcester County

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

FIDELITY POWER SYSTEMS

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

PLEASE SIGN AND RETURN TO:

**By Email:** bludwig@fidelity-ps.com

**By Mail:** Fidelity Power Systems  
25 Loveton Circle  
Sparks, MD 21152  
ATTN: Benjamin Ludwig

**By Fax:** (410) 891-1516

FIDELITY POWER SYSTEMS WILL SIGN AND RETURN A FULLY EXECUTED HARD COPY TO YOU FOR YOUR RECORDS.



**BILL OF MATERIALS**

Kohler Awarded Contract: 120617-KOH		Kohler Contract Maturity Date: 01/29/2023			
Model	List Price	Sourcewell Discount		Sourcewell Member Total Price	Qty.
200REOZIF	\$78,828.00	41%	\$32,319.48	\$46,508.52	1
KSS-AFNC-0400S	\$5,613.00	30%	\$1,683.90	\$3,929.10	1
Shipping & Handling	\$6,902.17	5%	\$345.10	\$6,557.07	
Labor	\$20,400.00	5%	\$1,020.00	\$19,380.00	
Materials	\$18,750.00	5%	\$937.50	\$17,812.50	
Lodging and Meals	\$3,750.00	5%	\$187.50	\$3,562.50	
Crane & Rigging	\$3,412.50	5%	\$170.62	\$3,241.88	
Concrete Pad & Bollard Install	\$22,500.00	5%	\$1,125.00	\$21,375.00	
Electrical Permit	\$2,250.00	5%	\$112.50	\$2,137.50	
Load Bank Testing	\$2,000.00	5%	\$100.00	\$1,900.00	
Totals:	\$164,405.67		\$38,001.60	\$126,404.07	



## Contact Us

**Benjamin Ludwig**

Project Manager | Fidelity Power Systems

(443)-915-1110

[bludwig@fidelity-ps.com](mailto:bludwig@fidelity-ps.com)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

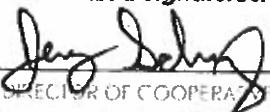
NJPA Contract #: 120617-KOH

Proposer's full legal name: Kohler Power Systems


**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
 NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
 (NAME PRINTED OR TYPED)

  
 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
 (NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-KOH

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kohler Co.

Authorized Signatory's Title VP Sales

  
 VENDOR AUTHORIZED SIGNATURE

Charles Hunsucker  
 (NAME PRINTED OR TYPED)

Executed on 2/2, 2018

NJPA Contract # 120617-KOH

**Letter of Agreement  
To Extend the Contract**

Between

**Kohler Power Systems  
N7650 Lakeshore Drive  
Sheboygan, WI 53083**

And

**Sourcewell  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #120617-KOH) for the procurement of Electrical Energy Power Generation with Related Parts, Supplies and Services. This Agreement has an expiration date of January 29, 2022, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 29, 2023. All other terms and conditions of the Agreement remain in force.

DocuSigned by:

S

*Jeremy Schwartz*

By:

C0FD2A139D06489...

Its: **Director of Operations &**

**Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

2/12/2021 | 11:56 AM CST

Date

Kol

DocuSigned by:

*Sean Kenefick*

ms

By:

247E9098053E446...

VP, Sales, North America

Its:

Sean Kenefick

Name printed or typed:

3/15/2021 | 11:49 AM PDT

Date



**National Joint Powers Alliance®**  
**REQUEST FOR PROPOSAL**  
 for the procurement of  
**ELECTRICAL ENERGY POWER GENERATION WITH RELATED  
 PARTS, SUPPLIES, AND SERVICES**

**RFP Opening**  
**DECEMBER 7, 2017**

8:30 a.m. Central Time

At the offices of the  
 National Joint Powers Alliance®  
 202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #120617**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

**RFP Timeline**

<b>October 19, 2017</b>	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: <a href="http://www.njpacoop.org/oregon-advertising">http://www.njpacoop.org/oregon-advertising</a> and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
<b>November 16, 2017 10:00 a.m. CT</b>	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
<b>November 29, 2017</b>	Deadline for RFP questions.
<b>December 6, 2017 4:30 p.m. CT</b>	Deadline for Submission of Proposals. Late responses will be returned unopened.
<b>December 7, 2017 8:30 a.m. CT</b>	Public Opening of Proposals.

*Direct questions regarding this RFP to: Chris Robinson at [chris.robinson@njpacoop.org](mailto:chris.robinson@njpacoop.org) or (218) 895-4168.*

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D. Proposer's Exceptions to Terms and Conditions	8. GENERAL TERMS AND CONDIITONS
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F. Questions & Answers About This RFP	B. Applicable Law
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	14. APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)

## 1 DEFINITIONS

### A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

## 2 ADVERTISEMENT OF RFP

**2.1** NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## 3 INTRODUCTION

### A. ABOUT NJPA

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

**3.5.1** For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

## D. THE INTENT OF THIS RFP

**3.10. National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**3.12 Exclusive or Multiple Awards:** Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES.

**3.17 Additional Scope Definitions:** In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1 Primary Offerings:** Proposer’s primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

**3.17.2 Incidental or Complementary Offerings:** in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.

**3.17.3** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.3.1** Omitted.

**3.18 Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible.** Examples could include:

**3.23.3.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.23.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.23.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

**3.23.3.4 Proven – Accepted – Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

**3.23.4** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.24 Geographic Area to be Proposed:** This RFP invites proposals to provide ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.25 Contract Term:** At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.25.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.26 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.27 [This section is intentionally blank.]**

**3.28 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.28.1** With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

**3.29 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.30 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

**3.30.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.30.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.30.2.1** demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

**3.30.2.2** Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

**3.30.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

**3.31 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.32 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.33 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

**3.34 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.35 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS-BASED SOLICITATION

**3.36** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.37** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

## 3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

### B. PRE-PROPOSAL CONFERENCE

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

## C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

## D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

**4.6** Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

## E. PROPOSAL FORMAT

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

**4.9** All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

**4.9.1** Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

**4.9.2** Signed hard copies of all addenda issued for the RFP;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

**4.12** The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.14** Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to [RFP@njpacoop.org](mailto:RFP@njpacoop.org). You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

**4.16** If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

**4.17** If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

**4.20 through 4.21** [These sections are intentionally blank.]

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The

notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

## H. PROPOSAL OPENING PROCEDURE

**4.23** Sealed and properly identified responses for this RFP entitled ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

## I. NJPA'S RIGHTS RESERVED

**4.24** NJPA may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;

**4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

**4.24.9** Extend proposal due dates.

**5.1** NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$30 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

**5.3** Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

**5.4** All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

## A. LINE-ITEM PRICING

**5.5** Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

**5.6** All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

**5.8** Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

**5.9** All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

## B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**5.11** This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

## C. COST PLUS A PERCENTAGE OF COST

**5.15** “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

## D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

## E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19** [This section is intentionally blank.]

## F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

## G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

## H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

**5.30** NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

**5.32** The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2** *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37** [These sections are intentionally blank.]

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43** [These sections are intentionally blank.]

## K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

## L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47** [These sections are intentionally blank.]

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50** [These sections are intentionally blank.]

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products,

the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## **5**

### **EVALUATION OF PROPOSALS**

#### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

**6.2** NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

#### **B. PROPOSER RESPONSIVENESS**

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

**6.6.1** is received before the deadline for submission or it will be returned unopened;

**6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

**6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

**6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

**6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

## C. PROPOSAL EVALUATION CRITERIA

**6.8** Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

## D. OTHER CONSIDERATIONS

**6.10** In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

**6.12** [This section is intentionally blank.]

**6.13** NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** NJPA reserves the right to reject any or all proposals.

## E. COST COMPARISON

**6.16** NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

## F. MARKETING PLAN

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**6.19** NJPA marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA

desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under

this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence**

\$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

**6.28 [This section is intentionally blank.]**

## I. ADMINISTRATIVE FEES

**6.29** Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.30 through 6.32** {This section is intentionally blank.}

## J. VALUE-ADDED ATTRIBUTES

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

## K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

## 7

## POST-AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**7.7** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.8** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.8.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

## D. AUDITS

**7.9** NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

## E. HUB PARTNER

**7.10 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.11 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor

stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

## F. TRADE-INS

**7.12** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

## G. OUT OF STOCK NOTIFICATION

**7.13** The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

## H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

**7.14** NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

**7.14.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

**7.14.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

**7.14.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

**7.14.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;

**7.14.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

**7.14.6** The Vendor fails to properly report quarterly sales;

**7.14.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

**7.15** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.16** NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

**7.17** NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

## 8 GENERAL TERMS AND CONDITIONS

### **8.** ADVERTISING A CONTRACT RESULTING FROM THIS RFP

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### B. APPLICABLE LAW

**8.2** [This section is intentionally blank.]

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7** [This section is intentionally blank.]

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

## C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

## D. LIST OF PROPOSERS

**8.13** NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

## E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

## F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

**8.16 [This section is intentionally blank.]**

**G. ENTIRE AGREEMENT**

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

**H. FORCE MAJEURE**

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

**I. LICENSES**

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

**J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS**

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

**K. NON-WAIVER OF RIGHTS**

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

**L. PROTESTS OF AWARDS MADE**

**8.25** And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

## M. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

## N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

## O. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

## P. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment

## ITEM 15

and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

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### FORMS

**[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]**

Form A



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

***Please answer the questions below using the Microsoft Word® version of this document.*** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA 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). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company's expectations in the event of an award?
- 5) 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.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) 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.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?
  - b) If your company is best described as a manufacturer or service provider, please 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?
- 9) 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.
- 10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

## **Industry Recognition & Marketplace Success**

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

## **Proposer's Ability to Sell and Deliver Service Nationwide**

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.

Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.

- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
  - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
  - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

## **Marketing Plan**

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) 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.

## **Value-Added Attributes**

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) 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.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Form B****PROPOSER INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS****Authorized signer for your organization**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company's primary contact person for this proposal?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**

**Contract Award  
RFP #120617**

**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES**

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Name printed or typed)

**Form E****Contract Acceptance and Award**

(To be completed only by NJPA)

NJPA #120617

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**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue until-\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number #120617

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number #120617

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number #120617

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Notarized

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

Form G

**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) 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?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - 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?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

# ITEM 15

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) 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.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members 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 NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

## **Industry-Specific Questions**

- 19) Please specify product and voltage range the generator equipment that you are offering.
- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
- 21) If you are providing trailers as part of a turnkey package, please provide details.
- 22) Describe how you will include customization and the pricing of such for the units.
- 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
- 24) Describe any preventative maintenance or extended service coverage agreements.
- 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
- a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
  - b. What are recommended service intervals?
- 26) Describe your rental agreements and pricing schedule.

## ITEM 15

- 27) Will you include used equipment and if so, provide a pricing strategy for these units.
- 28) Provide a general overview of your products EPA compliance.
- 29) Identify the lifecycle cost of ownership of your generator solutions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E: Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM****Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

**NOTE:** New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

**Price decreases:** NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

**Price increases:** Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

**Section 2. Vendor Name and Type of Change Request**

AWARDED VENDOR NAME:

\_\_\_\_\_

NJPA CONTRACT NUMBER:

\_\_\_\_\_

CHECK ALL CHANGES THAT APPLY:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

#### Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

## Section 5. Signatures

**Vendor Authorized Signature**

Date \_\_\_\_\_

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date \_\_\_\_\_



## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

Oregon

Hawaii

Washington

[illegible]

Appendix B

## Appendix B

## Appendix B

## Appendix B

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Albion Island Fire Protection District Middleton Rural Fire District Midvale Fire Protection District Minidoka County Fire Protection District Minidoka County Heavy Fire District Northland Water and Sewer District Mountain Home Highway District Mountain Ridge Transportation Authority Nampa and Meridian Irrigation District Nampa Highway District No. 1 Nampa Housing Authority New Plymouth Fire District North Bingham County District Library North Custer Hospital District North Keaton Water and Sewer District North Lake Recreational Sewer and Water District North Latah County Highway District Northern Lakes Fire District Northside Fire District Notus-Parma Highway District No. 2 Oakley Highway District Oakley Library District Ola District Library Oreana County Fire District Oregon Trail Recreation District Oxley Key Water and Sewer District Pankhale Health District Parma Rural Fire Protection District Pine Ridge Water and Sewer District Pinehurst Water District Pioneer Irrigation District Piscataway Fire Protection District Piscataway Housing Authority Piscataway-Chubbuck Auditorium District Portneuf District Library Post Falls Highway District Power County Highway District Prairie Highway District Prairie River Library District Progressive Irrigation District Rift River Highway District Rapid River Water and Sewer District Richfield District Library Riverside Independent Water District Rock Creek Fire District Rustland Rural Fire District Rogerson Water District Rosa Point Water District Sagle Fire District Salmon River Clinic Hospital District Sam Owen Fire District Sawtooth Water and Sewer District Schwartz Fire-Rescue District Setters Irrigation District Shelley/Firth Fire District Shoshone City & Rural Fire District Shoshone County Fire Protection District No. 2 Shoshone Highway District No. 2 South Bannock Library District South Bingham Soil Conservation District South Boundary Fire Protection District South Custer Fire District South Fork of Adams River Sewer District South Latah Highway District Southside Water and Sewer District Southwestern Idaho Cooperative Housing Authority St. Maries Fire Protection District Star Joint Fire District Star Sewer and Water District Sun Valley Water and Sewer District Sunset Heights Water District Targhee Regional Public Transit Authority Targhee Regional Public Transportation Authority Teton County Fire Protection District Three Creek Highway District Three Mile Water District Timberlake Fire Protection District Twin Falls Highway District Twin Falls Housing Authority Twin Falls Rural Fire Protection District Twin Ridge Rural Fire District Union Independent Highway District Upper Fords Creek Rural Fire District Warm Lake Recreational Water District Wendell Highway District West Butte Sewer District West Bonanza Irrigation District West Bonanza Water and Sewer District West Bend Oreille Fire District Western Ada Recreation District Western Blaine County Recreation District Wilder Irrigation District Wilder Public Library District Wilder Rural Fire Protection District	Alberdale School District No. 531 Aspen River School District No. 35 Rosenburg Public Schools Salem-Kaiser Public School District No. 241 Santitas Canyon School District No. 1290 Santitas Christian Schools Scappoose School District No. 11 Scio School District No. 95C Seaside School District Sheridan School District No. 481 Sherman County School District Sherwood School District No. 881 Silver Falls School District No. 41 Sisters School District No. 6 Siuslaw School District No. 971 South Coast Education Service District, Region No. 7 South Lane School District No. 4513 South Umpqua School District No. 19 South Wasco County School District No. 1 Southern Oregon Education Service District Spray School District No. 1 Springfield School District No. 19 St. Helens School District No. 502 St. Paul School District No. 45 Stanhil School District No. 61 Sutherlin Water and Sewer District No. 130 Sweet Home School District No. 55 Three Rivers School District Tigard-Tualatin School District No. 231 Tillamook School District No. 9 Ukiah School District No. 6 Union School District No. 5 Vale School District No. 84 Vernonia School District No. 471 Walla Walla School District No. 12 Warrenton-Hammond School District No. 30 West Linn-Wilsonville School District Williamette Education Service District Williamette School District No. 301 Weston Dillard School District No. 116 Woodburn School District No. 103 Yamhill-Carlson School District No. 1 Yoncalla School District No. 32 <b>Special Districts</b> Adair Rural Fire Protection District Amity Fire District Applegate Valley Fire District No. 9 Arch Cape Sanitary District Arch Cape Water District Arnold Irrigation District Aurumville Rural Fire District Baker County Library District Baker Rural Fire Protection District Baker Valley Soil and Water Conservation District Bandon Rural Fire Protection District Barlow Water Improvement District Bay Area Hospital District Bevel Parks and Recreation District Beverly Beach Water District Black Butte Ranch Rural Fire Protection District Blue Mountain Hospital District Blue River Water District Boardman Parks and Recreation District Boardman Rural Fire Protection District Boeing Water District No. 34 Boulder Creek Retreat Special Road District Brownsville Rural Fire District Buell-Red Prairie Water District Bunker Hill Sanitary District Burlington Water District Carmelita Park Sanitary District Cannon Beach Rural Fire Protection District Central Lincoln People's Utility District Central Oregon Irrigation District Central Oregon Park and Recreation District Central Oregon Regional Housing Authority Charleston Fire District Charleston Sanitary District Chapelton Park and Recreation District Chenoweth Water Public Utility District Chiloquin-Agency Lake Rural Fire Protection District Christmas Valley Domestic Water Supply District Christmas Valley Park and Recreation District Clackamas County Fire District No. 1 Clackamas County Housing Authority Clackamas County Soil and Water Conservation District Clatskanie Parks and Recreation District Clatskanie People's Utility District Clatskanie Rural Fire Protection District Clatsop Care Center Health District Clatsop County Housing Authority Clatskanie Rural Fire Protection District Colburg Rural Fire Protection District	Alhambra Housing Authority Hilton Head No. 1 Public Service District Holly Springs Fire-Rescue District Homeland Park Water and Sewer District Horton Canyon Public Service District Kingsport Housing Authority Lady's Island-St. Helena Fire District Lake City Housing Authority Lancaster County Water and Sewer District Lancaster Housing Authority Lancaster Soft and Water Conservation District Laurens Housing Authority Lawson County Health Services District, Inc. Liberty-Chesnee-Fingerville Water District Local Housing Authority Lowcountry Regional Transportation Authority Lugoff-Elgin Water Authority Marion Housing Authority Marlboro County Housing Authority McCall Housing Authority Medical University Hospital Authority Metropolitan Sewer Sub-District Midford Water and Sewer District Milledge Housing Authority Murrells Inlet-Gardner Fire District Myrtle Beach Air Force Base Redevelopment Authority Myrtle Beach Housing Authority Newberry County Water and Sewer Authority North Charleston Sewer District North Charleston Housing Authority North Charleston Sewer District North Greenville Fire District Oconee County Joint Regional Sewer Authority Palmer Sewer and Fire Subdistrict Patriots Place Development Authority Pee Dee Regional Airport District Pee Dee Regional Transportation Authority Piedmont Public Service District Powers Rural Water District Powdermill Water District Richland-Lindbergh Airport District Richland-Lindbergh Riverbanks Park District Rock Hill Housing Authority Saluda County Water and Sewer Authority Sandy Springs Water District Santee Fire Service District Santee Water and Regional Transportation Authority Sheldon Township Fire District Slater-Marietta Fire District South Carolina Housing Authority Bond Council South Carolina Public Employee Benefit Authority South Carolina Regional Housing Authority No. 1 South Carolina Regional Housing Authority No. 2 South Carolina State Education Assistance Authority South Carolina State Fiscal Accountability Authority South Carolina State Housing Finance and Development Authority South Carolina State Ports Authority South Greenville Fire District South Island Public Service District Southside Rural Community Water District Spartanburg Housing Authority Spartanburg Regional Health Services District St. Andrews Public Service District South Carolina St. John's Fire District Starr-Joe Water and Sewer District Sturges-Adamson-Wellford-Duncan Water District Sumter Housing Authority Tallahassee Community Water District Taylors Fire and Sewer District Three Rivers Solid Waste Authority Tigerville Fire District Troy County Solid Waste Authority Union Housing Authority Valley Public Service Authority Waccamaw Regional Transportation Authority Wedgfield-Scottdale Water District West Anderson Water District Westview-Fairforest Fire District Whitney Fire Protection District Williamsburg County Transit Authority Williamsburg County Water and Sewer Authority Woodoff Housing Authority Woodoff-Roadback Water District York County Natural Gas Authority <b>States</b> Santer-Lynchua Regional Council of Governments South Carolina Department of Health and Environmental Control South Carolina Department of Mental Health South Carolina Department of Revenue South Carolina General Services Division South Carolina Office of Regulatory Staff South Carolina State Budget and Control Board South Carolina State Treasurer's Office State Of South Carolina	Utah County Housing Authority Utah Prairie Housing Authority Utah Transit Authority Utah Valley Dispatch Special Service District Wasatch County Fire District Wasatch Front Waste and Recycling District Wasatch Integrated Waste Management District Washington County Water Conservancy District Waste Management Service District No. 5 Weber Basin Water Conservancy District Weber Fire District Weber-Mojave Abatement District Weber-Bon Elder Conservation District Wellsville-Menden Conserancy District Whiter City Water Improvement District Woodruff Fire District <b>State Of Utah</b> Utah Department of Administrative Services Utah Department of Health Utah State Legislature Utah State Treasurer <b>Tribal</b> Confederated Tribes of the Goshute Reservation Kanab Band of the Paiute Indian Tribe of Utah Kosharene Band of the Paiute Indian Tribe Northwestern Band of Shoshone Nation Northwestern Band of the Shoshone Nation Housing Authority Paiute Indian Tribe of Utah Shut Valley Band of Goshute Indians Ute Indian Tribe	Grapenew School District No. 54 Great Northern School District Green Mountain School District No. 103 Griffin School District No. 124 Harrison Public Schools Highland School District No. 203 Highline School District No. 401 Hockinson School District Hood Canal School District No. 404 Houlihan School District No. 38 Inchelium School District No. 70 Isaiah School District No. 411 Kalama School District No. 54 Kalama School District No. 402 Keller School District No. 3 Kelso School District No. 458 Kennewick School District No. 17 Kent School District No. 415 Kettle Falls School District No. 232 Klone-Benson City School District No. 52 Kittitas School District Klickitat School District No. 402 La Center School District La Conner School District No. 311 Lacrosse School District Lake Chelan School District No. 129 Lake Quinalt School District No. 97 Lake Stevens School District No. 4 Lake Washington School District No. 414 Lakeview School District No. 306 Lamont School District Liberty School District No. 362 Lind School District Longview School District No. 122 Loon Lake School District No. 183 Lopez Island School District No. 144 Lytle School District No. 406 Lynden School District No. 504 Mason School District No. 120 Mansfield School District No. 207 Manson School District Mary M. Knight School District Mary Walker School District No. 207 Mayfield School District No. 25 McClary School District No. 65 Medford School District No. 354 Medical Lake School District No. 326 Mercer Island School District No. 400 Meridian School District No. 505 Methuen Valley School District Morrone School District No. 103 Morse School District No. 66 Morton School District No. 214 Moses Lake School District No. 161 Mosier School District No. 206 Mt. Adams School District No. 209 Mt. Baker School District No. 367 Mt. Vernon School District No. 330 Mukilteo School District No. 6 Naches Valley School District No. 3 Napavine School District No. 14 Naselle-Grays River Valley School District No. 165 Nespelem School District No. 14 Newport School District No. 56-415 Newaukum School District No. 325/279 Nooksack Valley School District No. 506 North Beach School District No. 64 North Franklin School District No. 51 North Kitsap School District No. 400 North Mason School District North Thurston Public Schools Northwest School District No. 233 Northshore School District No. 417 Oak Harbor School District No. 201 Oakdale School District No. 324 Oakville School District No. 400 Ocean Beach School District No. 101 Ocoee School District No. 172 Odessa School District No. 105 Okanagan School District No. 105 Olympia School District No. 131 Olympic Educational Service District Omak School District No. 19 Ondeska School District No. 300 Oranienburg School District No. 30 Oranienburg School District No. 137 Orchard Prairie School District No. 123 Orient School District No. 65 Orville School District No. 410 Orting School District No. 344 Othello School District Palouse School District No. 102 Palouse School District No. 301 Pasco School District No. 1

Review

Idaho	Oregon	South Carolina	Utah	Washington
Wilderness Ranch Fire Protection District	Colton Fire District	Township		Patterson School District
Winona Highway District	Colton Water District	Township of Grand Meadows		Patterson School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation		Penninsula School District
	Columbia Improvement District			Pioneer School District No. 402
State	Columbia River People's Utility District			Pomeroy School District No. 120
Idaho Department of Administration	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
Idaho Department of Health and Welfare	Cook County Airport District			Port Townsend School District No. 50
State Of Idaho	Cook County Library Service District			Prescott School District No. 402-37
Tribal	Cosville Indian Housing Authority			Pringle Prep Schools
Coeur d'Alene Tribe	Coswile Valley Hospital District			Prosser School District No. 116
Kootenai Tribe of Idaho	Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribal Enterprises	Corvallis Rural Fire Protection District			Pullman School District No. 267
Nez Perce Tribe	Cove Rural Fire Protection District			Puyallup School District No. 3
Shoshone-Bannock Tribes	Crooked River Ranch Rural Fire Protection District			Quincy School District No. 144
	Crooked River Ranch Special Road District			Rainier School District No. 307
	Curry Health District			Raymond School District No. 116
	Curry Public Library District			Reardan-Edwall School District
	Defies Cemetery District No. 4			Remonton School District No. 403
	Deer Island Water District			Republic School District
	Deer Rural Fire Protection District			Richland School District No. 400
	Deschutes County 911 Service District			Ridgely School District No. 122
	Deschutes County Rural Fire District No. 1			Ritzville School District
	Deschutes Valley Water District			Riverside School District
	Devils Lake Water Improvement District			Riverview School District No. 407
	Dexter Rural Fire Protection District			Rochester School District
	Douglas County Fire District No. 2			Rosalia School District No. 320
	Douglas County Housing Authority			Royal School District
	Douglas Soil and Water Conservation District			San Juan Island School District No. 149
	Drakes Crossing Rural Fire Protection District			Saratop School District No. 104
	Duhr Recreation District			Seattle Public Schools
	Eagle Valley Soil and Water Conservation District			Sedro-Woolley School District No. 101
	East Fork Irrigation District			Selah School District No. 119
	East Multnomah Soil and Water Conservation District			Sellers School District No. 70
	East Umatilla County Health District			Sengstack School District No. 323
	East Valley Water District			Shaw Island School District No. 10
	Echo Rural Fire District			Shelton School District No. 309
	Elgin-Vernon Rural Fire Protection District No. 11			Shoreline School District No. 412
	Emerald People's Utility District			Skyway School District
	Estacada Rural Fire District No. 69			Snohomish School District No. 201
	Fairview Water District			Snoqualmie Valley School District No. 410
	Falcon Cove Beach Water District			Soap Lake School District No. 156
	Farmers Irrigation District			South Bend School District No. 118
	Gardiner Sanitary District			South Kitsap School District No. 402
	Gaston Rural Fire District			South Whidbey School District No. 206
	Gates Rural Fire Protection District			Southside School District
	Gearhart Rural Fire Protection District			Spokane Public Schools
	Glendale Rural Fire Protection District			Sprague School District
	Glenden Sanitary District			St. John School District No. 322
	Goshen Fire District			Stamwood-Camas School District No. 401
	Government Camp Sanitary District			Stefanowich Historical School District No. 1
	Grand Rapids Sanitary District			Steptoe School District No. 304
	Grant County Transportation District			Stevenson-Carson School District No. 303
	Grant Soil and Water Conservation District			Sultan School District No. 311
	Grants Pass Irrigation District			Summit Valley School District No. 202
	Green Sanitary District			Summer School District No. 220
	Halchen Road Special District			Sunnyside School District No. 201
	Halvay-Shedd Rural Fire Protection District			Tacoma School District No. 10
	Hamber Rural Fire Protection District			Taholah School District No. 73
	Harbor Sanitary District			Tahoma School District No. 409
	Harbor Water Public Utility District			Tekoa School District No. 265
	Harney District Hospital			Tennino School District No. 402
	Harney Soil and Water Conservation District			Thorp School District No. 400
	Hartmann Rural Fire Protection District			Toledo School District No. 237
	Hazledell Rural Fire Protection District			Tonasket School District
	Hebo Joint Water and Sewer Authority			Toppensish School District No. 202
	Hecla Water District			Touche School District No. 202
	Hermiston Cemetery District			Toulon Lake School District No. 120
	Hermiston Fire and Emergency Services District			Trout Lake School District No. 8-400
	Hermiston Irrigation District			Tubula School District No. 406
	Hood River County Library District			Tumwater School District No. 33
	Hood River County Transportation District			Union Gap School District No. 2
	Hood River Valley Parks and Recreation District			University Place School District No. 83
	Hoodland Fire District No. 74			Valley School District
	Hubbard Rural Fire Protection District			Valley School District No. 70
	Ice Fountain Water District			Vancouver School District No. 37
	Illwaco Valley Rural Fire Protection District			Vashon Island School District No. 402
	Ione Rural Fire Protection District			Wahaukum School District No. 200
	Irrigon Community Park and Recreation Maintenance District			Wahluke School District No. 73
	Jackson County Airport Authority			Wahburg School District
	Jackson County Fire District No. 3			Walla Walla School District No. 140
	Jackson County Fire District No. 5			Wapato School District No. 207
	Jackson County Housing Authority			Warrenton School District No. 146-161
	Jackson County Library District			Washington Schools Risk Management Pool
	Jackson County Vector Control District			Washington State Educational Service District
	Jackson Soil and Water Conservation District			Washougal School District
	Jefferson Rural Fire Protection District			Washburn School District
	Jillie Day Canyon City Parks and Recreation District			Waterville School District No. 209
	Junction City Rural Fire Protection District			Wellpoint School District
	Juniper Flat Rural Fire Protection District			Wenatchee School District No. 246
	Kestling Soil and Water Conservation District			West Valley School District No. 208, Yakima County
	Kaiser Rural Fire Protection District			
	Keno Fire Protection District			
	Kermel-Glenden Beach-Lincoln Beach Water District			

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Appendix B

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District Polk County Fire District No. 1 Polk County Housing Authority Polk Soil and Water Conservation District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Raleigh Water District Redmond Area Park and Recreation District Riddle Rural Fire District River Forest Acres Special Road District River Road Park and Recreation District Rivergrove Water District Roads End Sanitary District Roberts Creek Water District Rockwood Water People's Utility District Rogue River Cemetery Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area Mass Transit District Salem Housing Authority Salem-Kelso Transit District Santa Clara Rural Fire Protection District Siskiyou Water Control District Scappoose Rural Fire District Seilo Rural Fire District Scottsburg Rural Fire District Seal Rock Fire District Seal Rock Water District Shangri-La Water District Shasta View Irrigation District Shioz Rural Fire Protection District Silverton Fire District Sisters-Camp Sherman Rural Fire Protection District Sisters Public Library District South Clackamas Transportation District South Suburban Sanitary District Southern Curry Cemetery Maintenance District Southwest Lincoln County Water District Spring River Special Road District Springfield Utility District Stanfield Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunset Empire Transportation District Swealek Irrigation District Sweet Home Fire and Ambulance District Talent Irrigation District Terrebonne Domestic Water District Three Sisters Irrigation District Tillamook County Transportation District Tillamook People's Utility District Tiller Rural Fire District Toledo Rural Fire Protection District Tri City Rural Fire District No. 4 Tri City Water District Tri-City Service District Tri-County Metropolitan Transportation District Tualatin Hills Park and Recreation District Tualatin Hills Park and Recreation District Tualatin Valley Irrigation District Tualatin Valley Water District Tumalo Irrigation District Twin Rocks Sanitary District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Redevelopment Authority Umatilla Morrow Radio and Data District Umatilla Reservation Housing Authority Umatilla Rural Fire Protection District Union Cemetery District Vale Oregon Irrigation District Valley View Water District Vandeventer Acres Special Road District Vineyard Mountain Water and Improvement District Walla Walla River Irrigation District Willamette County Health Care District Winnac Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Fire District No. 2 Washington County Housing Authority Water Wonderland Improvement District Wendeburn Sanitary District West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wreuna Rural Fire Protection District Westwood Hills Road District Ward Memorial Park District Wicklup Water District Willamalene Park and Recreation District		Clinton Water District Coal Creek Utility District Columbia Conservation District Columbia County Fire District No. 3 Columbia County Public Hospital District No. 1 Columbia County Rural Library District Columbia Irrigation District Columbia Valley Water District Colville Indian Housing Authority Consolidated Irrigation District No. 14 Covington Water District Cowichee Sewer District Cowlitz County Cemetery District No. 2 Cowlitz County Fire District No. 6 Cowlitz County Public Utility District No. 1 Cowlitz Transit Authority Cross Valley Water District Dallesport Water District Douglas County Fire District No. 2 Douglas County Fire Protection District No. 5 Douglas County Public Utility District No. 1 Douglas County Sewer District No. 8 Douglas-Okanagan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Development Authority East Pierce Fire and Rescue District No. 22 East Spokane Water District No. 1 East Wenatchee Water District Eastmont Metropolitan Park District Eastmond Sewer and Water District Edmonds Public Facilities District Ellensburg Business Development Authority Enterprise Cemetery District No. 7 Entiat Irrigation District Everett Housing Authority Everett Public Facilities District Evergreen Water-Sewer District No. 19 Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanagan County Fire Protection District No. 13 Fishermen Bay Sewer District Foster Creek Conservation District Four Lakes Water District No. 10 Franklin Conservation District Franklin County Cemetery District No. 2 Franklin County Fire District No. 1 Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1 Franklin County Public Utility District No. 1 Frontland Water and Sewer District Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13 Giffith Special Utility District Grand Coulee Project Hydroelectric Authority Grandview Irrigation District Grant County Airport District No. 1 Grant County Fire District No. 10 Grant County Fire District No. 11 Grant County Fire District No. 3 Grant County Fire District No. 4 Grant County Fire District No. 7 Grant County Fire Protection District No. 5 Grant County Housing Authority Grant County Mosquito Control District No. 1 Grant County Mosquito District No. 2 Grant County Port District No. 4 Grant County Port District No. 6 Grant County Port District No. 7 Grant County Public Hospital District No. 1 Grant County Public Hospital District No. 2 Grant County Public Hospital District No. 3 Grant County Public Hospital District No. 4 Grant County Public Utility District No. 2 Grant Transit Authority Grays Harbor Conservation District Grays Harbor County Fire Protection District No. 1 Grays Harbor County Fire Protection District No. 12 Grays Harbor County Fire Protection District No. 14 Grays Harbor County Fire Protection District No. 2 Grays Harbor County Fire Protection District No. 7 Grays Harbor County Housing Authority Grays Harbor County Water District No. 1 Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authority Grays Harbor Public Utility District No. 1 Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstone Poudre Water Sewer District Highland Water District	

Hawaii

Maine

Oregon

South Carolina

Utah

Washington

Williams Rural Fire Protection District  
Willow Creek Park District  
Winchester Bay Sanitary District  
Winston-Dillard Fire District  
Winston-Dillard Water District  
Woodburn Rural Fire Protection District  
Yamhill County Housing Authority  
Yamhill Fire Protection District  
Youngs River Lewis and Clark Water District

## State

Oregon Department of Administrative Services  
Oregon Department of Revenue  
Oregon Health Licensing Agency  
Oregon Higher Education Coordinating Commission  
Oregon Secretary of State  
Oregon State Board of Nursing  
State of Oregon

## Tribal

Burns Paiute Tribe  
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians  
Confederated Tribes of Grand Ronde Community  
Confederated Tribes of Siletz Indians  
Confederated Tribes of the Umatilla Indian Reservation  
Confederated Tribes of the Warm Springs  
Coquille Indian Tribe  
Klamath Tribes

Highlands Sewer District  
Highline Water District  
Historic Seattle Preservation and Development Authority  
Holmes Harbor Sewer District  
Hudson Water District  
Hydro Irrigation District No. 9  
Ickle Irrigation District  
Inchelium Water District  
Irvin Water District No. 6  
Island County Fire District No. 3  
Island County Fire Protection District No. 1  
Island County Housing Authority  
Jefferson County Conservation District  
Jefferson County Fire District No. 5  
Jefferson County Fire Protection District No. 1  
Jefferson County Fire Protection District No. 3  
Jefferson County Public Utility District No. 1  
Jefferson County Water District No. 3  
Jefferson Transit Authority  
Juniper Beach Water District  
Kapowsin Water District  
Kahlo Housing Authority  
Kennebec Housing Authority  
Kennebec Irrigation District  
Kennebec Public Facilities District  
Kennebec Public Hospital District  
Kent Fire Department Regional Fire Authority  
Key Peninsula Metro Parks District  
King County Airport District No. 1  
King County Ferry District  
King County Fire Protection District No. 16  
King County Fire Protection District No. 2  
King County Fire Protection District No. 20  
King County Fire Protection District No. 25  
King County Fire Protection District No. 27  
King County Fire Protection District No. 28  
King County Fire Protection District No. 34  
King County Fire Protection District No. 37  
King County Fire Protection District No. 40  
King County Fire Protection District No. 43  
King County Fire Protection District No. 44  
King County Fire Protection District No. 45  
King County Fire Protection District No. 47  
King County Fire Protection District No. 50  
King County Flood Control District  
King County Hospital District No. 4  
King County Housing Authority  
King County Public Hospital District No. 1  
King County Public Hospital District No. 2  
King County Water District No. 1  
King County Water District No. 111  
King County Water District No. 117  
King County Water District No. 119  
King County Water District No. 125  
King County Water District No. 19  
King County Water District No. 20  
King County Water District No. 45  
King County Water District No. 49  
King County Water District No. 54  
King County Water District No. 90  
Kitsap Conservation District  
Kitsap County Consolidated Housing Authority  
Kitsap County Fire District No. 18  
Kitsap County Public Utility District No. 1  
Kitsap County Rural Library District  
Kitsap Public Health District  
Kittitas County Conservation District  
Kittitas County Fire District No. 2  
Kittitas County Fire Protection District No. 7  
Kittitas County Hospital District No. 2  
Kittitas County Housing Authority  
Kittitas County Public Utility District No. 1  
Kittitas County Water District No. 5  
Kittitas County Water District No. 6  
Kittitas County Water District No. 7  
Klickitat County Fire District No. 14  
Klickitat County Fire District No. 15  
Klickitat County Fire District No. 1  
Klickitat County Fire Protection District No. 4  
Klickitat County Fire Protection District No. 5  
Klickitat County Port District No. 1  
Klickitat County Public Hospital District No. 1  
Klickitat County Public Hospital District No. 2  
Klickitat County Public Utility District No. 1  
Lacey Fire District 3  
Lake Chelan Reclamation District  
Lake Chelan Sewer District  
Lake Forest Park Water District  
Lake Stevens Sewer District  
Lake Wenatchee Water District  
Lake Whatcom Water and Sewer District  
Lakemaven Utility District  
Lakewood Water District  
Lemora Water and Sewer District

Hawaii	Maine	Oregon	South Carolina	Utah	Washington
					Lewis County Conservation District Lewis County Fire District No. 1 Lewis County Fire District No. 11 Lewis County Fire District No. 13 Lewis County Fire District No. 18 Lewis County Fire District No. 9 Lewis County Fire Protection District No. 14 Lewis County Fire Protection District No. 16 Lewis County Fire Protection District No. 2 Lewis County Fire Protection District No. 5 Lewis County Fire Protection District No. 6 Lewis County Fire Protection District No. 8 Lewis County Hospital District No. 1 Lewis County Public Facilities District Lewis County Public Utility District No. 1 Lewis County Water District No. 1 Lewis County Water District No. 3 Lewis Public Transportation Benefit Area Authority Liberty Life Sewer and Water District Lincoln County Fire District No. 1 Lincoln County Fire District No. 4 Lincoln County Fire Protection District No. 5 Lincoln County Fire Protection District No. 6 Lincoln County Fire Protection District No. 8 Lincoln County Hospital District No. 3 Lincoln-Adams County Fire Protection District No. 3 Longview Housing Authority Lopez Island Library District Lower Elsie Housing Authority Lower Squiduck Irrigation District Lummi Housing Authority Lummi Tribal Sewer and Water District Malah Housing Authority Malaga Water District Manchester Water District Manson Park and Recreation District Marshland Flood Control District Marysville Fire District Mason Conservation District Mason County Fire District No. 13 Mason County Fire District No. 17 Mason County Fire District No. 2 Mason County Fire District No. 4 Mason County Fire Protection District No. 5 Mason County Fire Protection District No. 8 Mason County Housing Authority Mason County Public Hospital District No. 1 Mason County Public Utility District No. 1 Mason County Public Utility District No. 3 Mason County Transit Authority Methow Valley Irrigation District Mid-Columbia Library District Midway Sewer District Missib Irrigation District No. 20 Moses Lake Irrigation and Rehabilitation District Mukilteo Water and Wastewater District Nachess Selah Irrigation District North Beach Water District North Central Washington Economic Development District North City Water District North County Regional Fire Authority North Hagline Fire District North Perry Avenue Water District North Whidbey Park and Recreation District Northeast Sammamish Sewer and Water District Northshore Utility District Northwest Park and Recreation District No. 2 Okanogan Conservation District Okanogan County Cemetery District No. 4 Okanogan County Fire District No. 6 Okanogan County Fire Protection District No. 11 Okanogan County Housing Authority Okanogan County Public Hospital District No. 3 Okanogan County Public Hospital District No. 4 Okanogan County Public Utility District No. 1 Okanogan Fire Protection District No. 16 Okanogan Irrigation District Olympic View Water and Sewer District Olympus Terrace Sewer District Orcas Island Library District Orchard Avenue Irrigation District No. 6 Oranville Housing Authority Oroville-Tonasket Irrigation District Othello Housing Authority Pacific Conservation District Pacific County Fire District No. 2 Pacific County Fire Protection District No. 1 Pacific County Fire Protection District No. 3 Pacific County Public Healthcare Services District No. 3 Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority Pelopon Conservation District Pescow/Franklin County Housing Authority Pend Oreille County Fire District No. 2

State	Male	Female	Overall	South Carolina	Utah	Washington
Alabama	10.0	10.0	10.0	10.0	10.0	10.0
Alaska	10.0	10.0	10.0	10.0	10.0	10.0
Arizona	10.0	10.0	10.0	10.0	10.0	10.0
Arkansas	10.0	10.0	10.0	10.0	10.0	10.0
California	10.0	10.0	10.0	10.0	10.0	10.0
Colorado	10.0	10.0	10.0	10.0	10.0	10.0
Connecticut	10.0	10.0	10.0	10.0	10.0	10.0
Delaware	10.0	10.0	10.0	10.0	10.0	10.0
District of Columbia	10.0	10.0	10.0	10.0	10.0	10.0
Florida	10.0	10.0	10.0	10.0	10.0	10.0
Georgia	10.0	10.0	10.0	10.0	10.0	10.0
Hawaii	10.0	10.0	10.0	10.0	10.0	10.0
Idaho	10.0	10.0	10.0	10.0	10.0	10.0
Illinois	10.0	10.0	10.0	10.0	10.0	10.0
Indiana	10.0	10.0	10.0	10.0	10.0	10.0
Iowa	10.0	10.0	10.0	10.0	10.0	10.0
Kansas	10.0	10.0	10.0	10.0	10.0	10.0
Kentucky	10.0	10.0	10.0	10.0	10.0	10.0
Louisiana	10.0	10.0	10.0	10.0	10.0	10.0
Maine	10.0	10.0	10.0	10.0	10.0	10.0
Maryland	10.0	10.0	10.0	10.0	10.0	10.0
Massachusetts	10.0	10.0	10.0	10.0	10.0	10.0
Michigan	10.0	10.0	10.0	10.0	10.0	10.0
Minnesota	10.0	10.0	10.0	10.0	10.0	10.0
Mississippi	10.0	10.0	10.0	10.0	10.0	10.0
Missouri	10.0	10.0	10.0	10.0	10.0	10.0
Montana	10.0	10.0	10.0	10.0	10.0	10.0
Nebraska	10.0	10.0	10.0	10.0	10.0	10.0
Nevada	10.0	10.0	10.0	10.0	10.0	10.0
New Hampshire	10.0	10.0	10.0	10.0	10.0	10.0
New Jersey	10.0	10.0	10.0	10.0	10.0	10.0
New Mexico	10.0	10.0	10.0	10.0	10.0	10.0
New York	10.0	10.0	10.0	10.0	10.0	10.0
North Carolina	10.0	10.0	10.0	10.0	10.0	10.0
North Dakota	10.0	10.0	10.0	10.0	10.0	10.0
Oklahoma	10.0	10.0	10.0	10.0	10.0	10.0
Oregon	10.0	10.0	10.0	10.0	10.0	10.0
Pennsylvania	10.0	10.0	10.0	10.0	10.0	10.0
Rhode Island	10.0	10.0	10.0	10.0	10.0	10.0
South Carolina	10.0	10.0	10.0	10.0	10.0	10.0
South Dakota	10.0	10.0	10.0	10.0	10.0	10.0
Tennessee	10.0	10.0	10.0	10.0	10.0	10.0
Texas	10.0	10.0	10.0	10.0	10.0	10.0
Utah	10.0	10.0	10.0	10.0	10.0	10.0
Vermont	10.0	10.0	10.0	10.0	10.0	10.0
Virginia	10.0	10.0	10.0	10.0	10.0	10.0
Washington	10.0	10.0	10.0	10.0	10.0	10.0
West Virginia	10.0	10.0	10.0	10.0	10.0	10.0
Wisconsin	10.0	10.0	10.0	10.0	10.0	10.0
Wyoming	10.0	10.0	10.0	10.0	10.0	10.0

Appendix B

Hawaii

Maine

Oregon

South Carolina

Utah

Washington

Snohomish County Housing Authority  
 Snohomish County Public Hospital District No. 1  
 Snohomish County Public Hospital District No. 2  
 Snohomish County Public Utility District No. 1  
 Snohomish Health District  
 Snohomish River Regional Water Authority  
 Snoqualmie Valley Hospital District  
 South Columbia Basin Irrigation District  
 South Correctional Entity Public Development Authority  
 South Naches Irrigation District  
 South Whittom Fire Authority  
 South Whittom Parks and Recreation District  
 South Yakima Conservation District  
 Southwest Suburban Sewer District  
 Spokane Conservation District  
 Spokane County Fire District No. 12  
 Spokane County Fire District No. 2  
 Spokane County Fire District No. 4  
 Spokane County Fire Protection District No. 10  
 Spokane County Fire Protection District No. 11  
 Spokane County Fire Protection District No. 13  
 Spokane County Fire Protection District No. 3  
 Spokane County Fire Protection District No. 5  
 Spokane County Fire Protection District No. 8  
 Spokane County Fire Protection District No. 9  
 Spokane County Library District  
 Spokane County Water District No. 3  
 Spokane Housing Authority  
 Spokane Indian Housing Authority  
 Spokane Public Facilities District  
 Spokane Regional Health District  
 Spokane Transit Authority  
 Starup Water District  
 Steptoe Sewer District No. 1  
 Stevens County Fire District No. 2  
 Stevens County Fire District No. 6  
 Stevens County Fire Protection District No. 1  
 Stevens County Fire Protection District No. 10  
 Stevens County Fire Protection District No. 12  
 Stevens County Fire Protection District No. 5  
 Stevens County Public Utility District No. 1  
 Stevens County Rural Library District  
 Stevens Pass Sewer District  
 Sun Harbor Water District No. 3  
 Sunnyside Housing Authority  
 Sunnyside Valley Irrigation District  
 Sunnyslope Water District  
 Swinomish Housing Authority  
 Tacoma Community Redevelopment Authority  
 Tacoma Housing Authority  
 Tacoma Metropolitan Park District  
 Terrace Heights Sewer District  
 Three Fess Waterway Development Authority  
 Three Rivers Regional Wastewater Authority  
 Thurston Conservation District  
 Thurston County Fire District No. 12  
 Thurston County Fire District No. 4  
 Thurston County Fire District No. 9  
 Thurston County Fire Protection District No. 3  
 Thurston County Fire Protection District No. 5  
 Thurston County Fire Protection District No. 6  
 Thurston County Fire Protection District No. 8  
 Thurston County Housing Authority  
 Thurston County Public Utility District No. 1  
 Tri-County Economic Development District  
 Tukwila Metropolitan Park District  
 Underwood Conservation District  
 Union Gap Irrigation District  
 Val Vue Sewer District  
 Valley Regional Fire Authority  
 Valley View Sewer District  
 Valley Water District  
 Vancouver Housing Authority  
 Vashon Park District  
 Wahkiakum County Public Utility District No. 1  
 Wahkiakum Fire Protection District No. 1  
 Wahkiakum Port District No. 1  
 Walla Walla County Fire Protection District No. 1  
 Walla Walla County Fire Protection District No. 3  
 Walla Walla County Fire Protection District No. 4  
 Walla Walla County Fire Protection District No. 5  
 Walla Walla County Fire Protection District No. 8  
 Walla Walla County Rural Library District  
 Walla Walla Housing Authority  
 Wallula Water District No. 1  
 Washington State Convention Center Public Facilities District  
 Washington State Major League Baseball Stadium Public Facilities District  
 Washington State Tobacco Settlement Authority  
 Water District 39  
 Wells Ranch Irrigation District  
 Wenatchee Reclamation District  
 Wenatchee-Chewawa Irrigation District  
 West Sound Utility District  
 Whittom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whatcom Public Hospital District Whatcom Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Municipal Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tenon Irrigation District
					<b>State</b> North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority
					<b>Tribal</b> Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowitz Indian Tribe Hoh Indian Tribe Lemhi Indian Tribe Kalispel Tribe of Indians Lower Elwha Indian Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nezah Indian Tribe Nooksack Indian Tribe Port Gamble Indian Tribe Puget Sound Tribe of Indians Quileute Indian Tribe Quinault Indian Nation Samish Indian Nation Sauk-Squamish Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squamish Indian Tribe Stillequamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise

## City/Town

City of Alexandria  
City of Montreal

### Special Districts

Public K-12

County

Public Higher Education

State

### Townships

Township of Green, Ross County

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
Town of Elbert	Montgomery County Public Service Authority	Pear County Public Schools	Scott County Public Service Authority			
Town of Eureka	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	W. Roper Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	New River Regional Water Authority	Peterson County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poppleton City Public Schools	Southwestern County			
Town of Fran	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Portsmouth County Public Schools	Surry County			
Town of Gale City	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Tazewell County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince Georges County Public Schools	Ti-County Lake Administrative Commission			
Town of Glasgowe	Northfolk Airport Authority	Prince William County Schools	Warren County			
Town of Glen Lyn	Northfolk Economic Development Authority	Pulaski County Public Schools	Washington County			
Town of Gordonsville	Northfolk Redevelopment and Housing Authority	Randall County Public Schools	Westmoreland County			
Town of Goshen	Northern Neck Planning District Commission	Rappahannock County Public Schools	Wise County			
Town of Greene	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wythe County			
Town of Groveton	Northern Virginia Transportation Authority	Richmond County Public Schools	York County			
Town of Halls	Northwestern Regional Jail Authority	Roanoke City Public Schools				
Town of Hamilton	Jeffy Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Parsonage Regional Jail Authority	Rockbridge County Schools				
Town of Hayti	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Harrison	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Hunter	Potomac Regional Jail Authority	Scott County Public Schools				
Town of Hurt	President Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Janesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kankidage	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keyville	Randall Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrensville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Lenoix	Region 2000 Services Authority	Warren County Public Schools				
Town of Lovettsville	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Martin	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middlestown	Richmond Regional Planning District Commission	Williamsburg James City County Public Schools				
Town of Mineral	Roanoke Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Roanoke Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Roanoke Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Narrows	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resources Authority					
Town of Nicholsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Otanodok	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parkley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Persimmon Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Pound	Southeastern Public Service Authority					
Town of Pungit	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappanahock-Emery County Airport Authority					
Town of Ridgeview	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazewell County Public Service Authority					
Town of Salvia	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Toma Brook-Mauretown Sanitary District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vine Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsula Public Service Authority					
Town of Tanger	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Campina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbana	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Winifred Road Authority					
Town of West Point	Wythe County Public Service Authority					
Town of White Stone	Wythe County Redevelopment and Housing Authority					
Town of Windsor	Woodway Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

TEL: 410-632-1194  
 FAX: 410-632-3131  
 WEB: www.co.worcester.md.us



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

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

WESTON S. YOUNG, P.E.  
 CHIEF ADMINISTRATIVE OFFICER  
 JOSEPH E. PARKER, III  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER  
 ROSCOE R. LESLIE  
 COUNTY ATTORNEY

April 25, 2022

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 (9), which have current or upcoming vacancies (15). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

**Action Items:** Please review the letter from Commission on Women (pg. 17) Please see the attached letter from the Tri-County Council regarding the vacancy on the Lower Shore Workforce Development Board, with a nomination of Ms. Alicia Warren, Human Resources Director at AGH (pg. 11).

**President Mitrecic - You have assigned all positions**

**Commissioner Bunting - You have Three (3) position needed:**

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Gregory Sauter - Resigned - Dec. 21 - Water and Sewer Advisory Council Ocean Pines
- Susan Childs – Resigned – April, 2022 – Commission For Women

**Commissioner Nordstrom - You have assigned all positions**

**Commissioner Church - You have Five (5) positions open:**

- Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

**Commissioner Purnell - You have assigned all positions**

**Commissioner Elder - You have assigned all positions**

**Commissioner Bertino - You have assigned all positions**

*Citizens and Government Working Together*

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## Worcester County

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 COUNTY ATTORNEY

### All Commissioners:

- **(1)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist - The Health Department is researching for a suitable candidate for this position.
- **(1) -Drug and Alcohol Abuse Council - 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.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business-Ocean Pines) Terms Ending-Dec. 21 for (3)- Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large-Business O.P.)
- **(1) – Lower Shore Workforce Development Board** – Nomination for Ms. Alicia Warren, Human Resources Director, AGH
- **(1) - Water and Sewer Advisory Council-Ocean Pines (D-6-Bunting)-** (1) Term Ending and Resignation Dec. 21.- Gregory Sauter
- **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Endings-Dec. 21 - Keith Swanton
- **(2) - Commission for Women-Elizabeth Rodier**, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting)

## **Pending Board Appointments - By Commissioner**

**District 1 - Nordstrom** Thank you! All of your positions are assigned.

**District 2 - Purnell**

Thank you! All of your positions are assigned.

**District 3 - Church**

- p. 12 - Water & Sewer - Mystic Harbour - Martin Kwesko
- p. 12 - Water & Sewer - Mystic Harbour - Richard Jendrek
- p. 12 - Water & Sewer - Mystic Harbour - Bruce Burns
- p. 14 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
- p. 15 - Commission for Women - Elizabeth Rodier

**District 4 - Elder**

Thank you! All of your positions are assigned.

**District 5 - Bertino**

Thank you! All of your positions are assigned.

**District 6 - Bunting**

- p. 8 - Ethics Board - David Deutsch
- p. 13 - Water and Sewer Advisory Council Ocean Pines - Gregory Sauter - resigned
- p. 15 - Commission For Women - Susan Childs - resigned

**District 7 - Mitrecic**

Thank you! All of your positions are assigned.

**All Commissioners**

**p. 4 (1) - Adult Public Guardianship Board-** (1) Vacancy - Psychiatrist

**p. 6 (1) -Drug and Alcohol Abuse Council - 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. 9 (4) - At Large position on Local Development Council For the Ocean Downs Casino-**4 yr. Mark Wittmyer (Business - Ocean Pines) Terms Ending - Dec. 21 for (3) - Gee Williams (Church), Bob Gilmore (Bertino), David Massey ( At-Large- Business O.P.)

**p. 10 (1) - Lower Shore Workforce Development Board** - Nomination of Ms. Alicia Warren, HR Director at AGH

**p. 12 (3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) - Term Ending-Dec. 21- Martin Kwesko

**p. 13 (1) - Water and Sewer Advisory Council, Ocean Pines** - (1) Term Ending - Gregory Sauter

**p. 14 (1) - Water and Sewer Advisory Council- West Ocean City** - (1) Term Endings - Dec. 21 - Keith Swanton

**p. 15 (2) - Commission for Women** - Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting).

## ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

## Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>	
Dr. Kenneth Widra	Psychiatrist	18-21	Resigned
Dr. William Greer	Physician	07-10-13-16-19, 19-22	
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22	
Nancy Howard	Lay Person	*17-19, 19-22	
Connie Wessels	Lay Person	*15-16-19, 19-22	
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23	
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23	
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23	
Thomas Donoway	Person with physical disability	17-20, 20-23	
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24	
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24	

\* = Appointed to fill an unexpired term

Updated: March 15, 2022  
Printed: April 25, 2022

# ADULT PUBLIC GUARDIANSHIP BOARD

(Continued)

## Prior Members:

## Since 1972

Dr. Donald Harting  
 Maude Love  
 Thomas Wall  
 Dr. Dorothy Holzworth  
 B. Randall Coates  
 Kevin Douglas  
 Sheldon Chandler  
 Martha Duncan  
 Dr. Francis Townsend  
 Luther Schultz  
 Mark Bainum  
 Thomas Mulligan  
 Dr. Paul FloryBarbara Duerr  
 Craig Horseman  
 Faye Thornes  
 Mary Leister  
 Joyce Bell  
 Rannoldph Barr  
 Elsie Briddell  
 John Sauer  
 Dr. Timothy Bainum  
 Ernestine Bailey  
 Terri Selby (92-95)  
 Pauline Robbins (92-95)  
 Darryl Hagey  
 Dr. Ritchie Shoemaker (92-95)  
 Barry Johansson (93-96)  
 Albert Straw (91-97)  
 Nate Pearson (95-98)  
 Dr. William Greer, III (95-98)  
 Rev. Arthur L. George (95-99)  
 Irvin Greene (96-99)  
 Mary Leister (93-99)  
 Otho Aydelotte, Jr. (93-99)  
 Shirley D'Aprix (98-00)  
 Theresa Bruner (91-02)  
 Tony Devereaux (93-02)  
 Dr. William Krone (98-02)  
 David Hatfield (99-03)  
 Dr. Kimberly Richardson (02-03)  
 Ina Hiller (91-03)  
 Dr. David Pytlewski (91-06)  
 Jerry Halter (99-06)  
 Dr. Glenn Arzadon (04-07)  
 Madeline Waters (99-08)  
 Mimi Peuser (03-08)  
 Dr. Gergana Dimitrova  
 (07-08)Carolyn Cordial (08-13)  
 June Walker (02-13)  
 Bruce Broman (00-14)  
 Lori Carson (13-14)

Pattie Tingle (15-16)  
 The Rev. Guy H. Butler  
 (99-17)Debbie Ritter (07-17)  
 Dean Perdue (08-17)  
 Dr. Dia Arpon \*(10-18)

\* = Appointed to fill an unexpired term

Updated: March 15, 2022  
 Printed: April 25, 2022

**DRUG AND ALCOHOL ABUSE COUNCIL**

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

**Current Members:**

<u>Name</u>	<u>Representing</u> <u>At-Large Members</u>	<u>Years of Term(s)</u>
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 (adv)-14-18-22
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 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
<u>Dr. Roy W. Cragway, Jr.</u>	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

*Deceased*

**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
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

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

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	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing ( *06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
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	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

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

Updated: March 15, 2022  
Printed: April 25, 2022

**ETHICS BOARD**

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17-21-25

*Term Ended*

Prior Members: (Since 1972)

J.D. Quillin, III  
 Charles Nelson  
 Garbriel Purnell  
 Barbara Derrickson  
 Henry P. Walters  
 William Long  
 L. Richard Phillips (93-98)  
 Marigold Henry (94-98)  
 Louis Granados (94-99)  
 Kathy Philips (90-00)  
 Mary Yenney (98-05)  
 Bill Ochse (99-07)  
 Randall Mariner (00-08)  
 Wallace D. Stein (02-08)

William Kuhn (90-09)  
 Walter Kissel (05-09)  
 Marion Chambers (07-11)  
 Jay Knerr (11-14)  
 Robert I. Givens, Jr. (98-14)  
 Diana Purnell (09-14)  
 Kevin Douglas (08-16)  
 Lee W. Baker (08-16)  
 Richard Passwater (09-17)  
 Jeff Knepper (16-21)

\* = Appointed to fill an unexpired term

Updated: March 1, 2022  
 Printed: April 25, 2022

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

## **Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	T7-indefinite
Cam Bunting °	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 °	At-Large	Business - Ocean City	*09-12-16-20-24

## **Prior Members:**

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

## **Since 2009**

Todd Ferrante ° (09-16)  
Joe Cavilla (12-17)  
James N. Mathias, Jr. ° (09-18)  
Ron Taylor ° (09-14)  
James Rosenberg (09-19)  
Rod Murray ° (\*09-19)

Charlie Dorman (12-19)

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

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

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2<sup>nd</sup> Wednesday

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

Staff Contact: Lower Shore Workforce Alliance  
Shelly Brown, Workforce Deputy Director (410-341-3835, ext 6)  
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

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

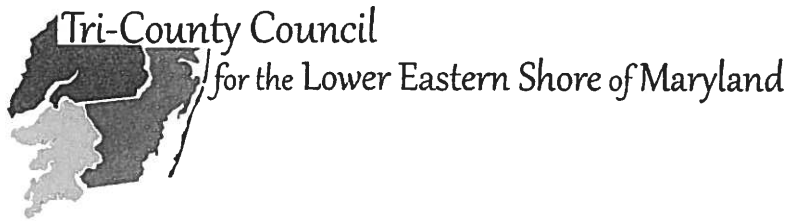
<u>Name</u>	<u>Resides/Agency</u>	<u>Term</u>	<u>Representing</u>
Jason Cunha	Pocomoke	*16-19, 19-23	Business Rep.
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Whitney Palmer	Berlin	*20-24	Business Rep.
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Vacant	Berlin	21-25	Business/Healthcare Ind.

Prior Members: Since

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

All At-Large Appointments made by Tri-County Council (TCC) as of 7/1/04

Updated: April 25, 2021  
Printed: April 25, 2022



31901 TRI-COUNTY WAY  
SUITE 203  
SALISBURY, MARYLAND 21804  
PHONE: 410-341-8989  
FAX: 410-341-8988  
WWW.LOWERSHORE.ORG

April 21, 2022

Joseph M. Mitrecic, President  
Worcester County Board of Commissioners  
1 West Market Street, Room 1103  
Snow Hill, MD 21863

Dear Commissioner Mitrecic:

The Lower Shore Workforce Alliance (LSWA) division of the Tri-County Council for the Lower Eastern Shore of Maryland (TCC) is funded through grants from the Maryland Department of Labor. Labor grant funding requirements are governed by the Federal Workforce Innovation and Opportunity Act (WIOA) regulations, which requires that the majority of the Workforce Development Board (WDB) members represent business in our community. There are five business seats per county on the WDB. WIOA requires that each of these members:

1. Be an owner, chief executive officer, chief operating officer, or other business executives or individual with optimum policymaking or hiring authority;
2. Provide employment opportunities in in-demand industry sectors or occupations;
3. Provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others; and
4. Be appointed from among individuals nominated by local business organizations and business trade associations.

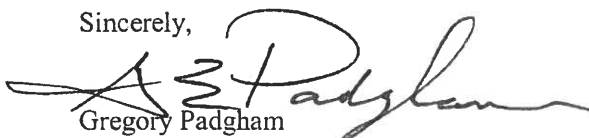
The current WDB members for Worcester County are:

<b>Worcester</b>	<b>Industry</b>	<b>Expiration</b>
- Jason Cunha	Financial Services	9/30/23
- Bo Duke	Hospitality	9/30/25
- Walt Maizel	Construction	9/30/24
- Whitney Palmer	Veterinary Services	9/30/24
- Vacant		

We are requesting the appointment of Ms. Alicia Warren, Human Resources Director at Atlantic General Hospital to a four-year term on the Workforce Development Board.

I would appreciate your prompt attention to this matter and if you have any questions, please contact me.

Sincerely,

  
Gregory Padgham  
Executive Director



Serving Somerset, Wicomico and Worcester Counties



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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

**Current Members:**

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

**Prior Members: (Since 2005)**

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

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

**Current Members:**

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Gregory R. Sauter, P.E.	Ocean Pines	17-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26

**Prior Members: (Since 1993)**

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

\* = Appointed to fill an unexpired term

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

**Current Members:**

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

**Prior Members: (Since 1993)**

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

\* = Appointed to fill an unexpired term  
c = Charter member

## COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

Contact: Tamara White and Coleen Colson, Co-Chair  
Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>	<u>Resigned</u>
Elizabeth Rodier	D-3, Church	Bishopville	18-21	Resigned
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22	
Coleen Colson	Dept of Social Services		19-22	
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22	
Windy Phillips	Board of Education		19-22	
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23	
Kris Heiser	Public Safety – State Attorney Office		21-24	
Susan Childs	D-6, Bunting	Berlin	21-24	Resigned
Terri Shockley	At-Large	Snow Hill	17-20, 20-23	
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23	
Kelly O'Keane	Health Department		17-20, 20-23	
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23	
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24	
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24	
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24	

## Prior Members: Since 1995

Ellen Pilchard <sup>c</sup> (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson <sup>c</sup> (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien <sup>c</sup> (95-97)	Diana Purnell <sup>c</sup> (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson <sup>c</sup> (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Mary M. Walker (03-05)
Karen Holck <sup>c</sup> (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs <sup>c</sup> (95-98)	Violet Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe <sup>c</sup> (95-98)	Christine Selzer (03)	
Teresa Hammerbacher <sup>c</sup> (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong <sup>c</sup> (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member

Updated: November 16, 2020

Printed: April 25, 2022

## Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

\* = Appointed to fill an unexpired term

c = Charter member

Updated: November 16, 2020

Printed: April 25, 2022

April 22, 2022

Joseph M. Mitrecic, President  
Worcester County Office of the Commissioners  
Worcester County Government Center  
One West Market Street – Room #1103  
Snow Hill, MD 21863

RE: Worcester County Commission for Women

Dear Mr. Mitrecic:

As you may be aware, Elizabeth Rodier tenure expired in December 2021 and Susan Childs resigned on April 20, 2022. Mrs. Rodier was appointed from District 3 by commissioner James C. Church. Mrs. Childs was appointed from District 6 by commissioner Madison J. Bunting, Jr. I respectfully request an appointee to fill both of these vacancy at your earliest convenience.

We look forward to welcoming a new member so we may continue with a full active Commission.

Please feel free to contact me at 443-614-3004. Thank you for your assistance.

Respectfully,

Tamara White  
Chair, Worcester County Commission for Women



Worcester County Administration

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

ITEM 17

**APPROVED**

WSY 4/5/22

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
Candace Savage, Budget Officer *CS*  
DATE: March 25, 2022  
RE: FY2023 Notice of Public Hearing Operating Budget Advertisement

---

Attached please find a copy of the required advertisement that will be placed in the newspapers for the Notice of Public Hearing for the FY2023 Operating Budget. The meeting will be held at the Government Center.

We plan to advertise with the following options:

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at [wchearing@co.worcester.md.us](mailto:wchearing@co.worcester.md.us) or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 2, 2022 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

**7:00 P.M., Tuesday, May 3, 2022**  
**WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

The advertisement for the Notice of Public Hearing FY2023 Estimated Operating Budget is legally required to run at least once a week for two weeks. It will be advertised during the weeks of April 21 and April 28, 2022.

Attachment: Notice of Public Hearing

S:\Commissioners\Candace\FY23 Budget\FY23 Public Budget Hearing Memo.docx

**WORCESTER COUNTY  
NOTICE OF PUBLIC HEARING  
FY 2023 REQUESTED OPERATING BUDGETS**

**ITEM 17**

The Worcester County Commissioners will hold a public hearing to receive comments on the Fiscal Year 2023 Operating Budgets as requested by the Agencies and Departments which are funded by the Worcester County Commissioners. If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at [wchearing@co.worcester.md.us](mailto:wchearing@co.worcester.md.us) or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 2, 2022 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

**7:00 P.M., Tuesday, May 3, 2022  
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

General Fund requested expenditures exceed available revenues (based upon current tax rates) by \$11,287,404. This difference must be reconciled by the County Commissioners either through reductions in expenditures or increases in taxes, fees and/or use of Budget Stabilization Funds. Copies of the requested budgets are available for public inspection on the Worcester County website at [www.co.worcester.md.us](http://www.co.worcester.md.us).

<b>GENERAL FUND ESTIMATED REVENUES</b>			
	Requested Budget		Requested Budget
Property Taxes	\$ 152,507,544	Licenses & Permits	2,496,231
Income Taxes	34,500,000	Charges for Services	1,510,055
Other Local Taxes	16,941,000	Fines & Forfeits	29,000
State Shared	2,572,746	Interest	100,000
Federal Grants	378,886	Misc/Sale of Assets/& Other	411,986
State Grants	4,344,131	Transfers In – Casino/Local Impact Grant Funds	2,499,000
<b>TOTAL ESTIMATED REVENUES</b>			<b><u>\$218,290,579</u></b>

<b>GENERAL FUND REQUESTED EXPENDITURES</b>			
	Requested Budget		Requested Budget
Board of Education: Operating Expenses	\$100,983,605	Library	2,877,546
Debt Payments to be paid on behalf	12,726,490		
Boat Landings	381,250	Maintenance	1,533,278
Circuit Court	1,439,592	Mosquito Control	157,946
Commission On Aging	1,514,783	Natural Resources	612,489
County Administration	1,152,345	Orphan's Court	36,400
Debt Service (less Education Debt)	1,759,588	Other General Government	2,796,402
Development Review & Permitting	2,075,878	Other General Government: (State Dept. of Assessment Operating Exp)	555,440
Economic Development	443,150	Parks	1,625,297
Elections	1,355,240	Public Works Administration	999,511
Emergency Services	3,703,761	Recreation	1,850,067
Environmental Programs	1,593,459	Recreation & Culture	242,439
Extension Office	242,678	Recycling	942,809
Fire Marshal	661,470	Sheriff	10,203,690
Grants to Towns	7,013,867	Social Service Groups	838,368
Health Department	5,999,817	State's Attorney	2,619,551
Homeowner Convenience Centers	793,992	Taxes Shared w/ Towns	2,644,157
Human Resources	519,825	Tourism	1,359,429
Information Technology	644,914	Treasurer	1,308,580
Insurance & Benefits: (Includes OPEB-all employees)	24,790,008	Vol. Fire Co. & Ambulance Co.	9,609,321
Jail	9,740,911	Wor-Wic Community College	2,530,242
Roads	4,698,398		
<b>17 - 2 TOTAL REQUESTED EXPENDITURES</b>			<b><u>\$229,577,983</u></b>

# Berlin Eyes Sponsors For Annual July 3 Fireworks Display

BY CHARLENE SHARPE  
STAFF WRITER

BERLIN – The town will seek sponsorships to cover the cost of this year's July fireworks display.

Last Monday, the Berlin Town Council approved a sponsorship program for the annual Independence Day fireworks show, which typically takes place July 3.

"We started the fireworks five years ago and now it's become a tradition here in Berlin," said Ivy Wells, the town's economic and community development director. "Families can enjoy them right in their own backyards. After cutting the fireworks funding in the budget, the mayor and council recommended we seek business sponsorships for funding."

The issue of sponsorships initially came up in a budget work session. While Wells acknowledged that sponsorships helped cover costs, she pointed out they could also add to her department's expenses if not handled carefully.

When a business sponsors an event, there are added expectations for advertising and promotion from that business. Wells also noted that she didn't want any one corporate entity to completely take over a particular event.

Officials opted to cut half of the \$10,000 usually included in the budget for fireworks.

At last Monday's regular meeting Mayor Zack Tyndall presented the council with a draft of a potential sponsorship form for the town's 2022 event.

"This really is designed to help offset a portion of our annual expense for the Independence Day fireworks show," he said. "We previously used to accept contributions or sponsorships for this. This is an effort to be able to return back to that and offset that expense. It's open for discussion."

Councilman Jack Orris said he shared the concerns voiced by Wells during the budget work session but was willing to give the program a try.

"I am willing to try it out for a year and see how it goes," he said.

As proposed, the town would accept sponsorships of \$2,500 (gold), \$1,000 (silver), \$500 (bronze) or a level of the donor's choice for the fireworks display. Tyndall said that the maximum donation to be accepted would be \$2,500 so that no one business could dominate the sponsorship.

Councilman Jay Knerr suggested changing the sponsorship levels to red, white and blue in honor of the holiday. The council agreed and voted unanimously to approve the Independence Day fireworks sponsorship program.

Wells said those who would like to contribute to the fireworks fund should visit the "Economic and Community Development" tab on the town's website or email [info@berlinmd.gov](mailto:info@berlinmd.gov).

## WORCESTER COUNTY NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE

The Board of County Commissioners of Worcester County proposes to increase real property taxes.

1. For the tax year beginning July 1, 2022, the estimated real property assessable base will increase by 1.9% from \$16,485,090,727 to \$16,796,158,998.

2. If Worcester County maintains the current tax rate of \$0.845 per \$100 of assessment, real property tax revenues will increase by 1.9% resulting in \$2,628,527 of new real property tax revenues.

3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.8294, the constant yield tax rate.

4. The County is considering not reducing its real property tax rate enough to fully offset increasing assessments. The County proposes to adopt a real property tax rate of \$0.845 per \$100 of assessment. This tax rate is 1.9% higher than the constant yield tax rate and will generate \$2,628,527 in additional property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 7:00 P.M., on Tuesday, May 3, 2022 at the Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863.

If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194.

The meeting will also be streamed live on the County website at <https://worcestercountymd.swagit.com/live>.

The hearing is open to the public, and public testimony is encouraged. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at [wchearing@co.worcester.md.us](mailto:wchearing@co.worcester.md.us) or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 2, 2022 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863.

All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting.

Persons with questions regarding this hearing may call (410) 632-1194 for further information.

**Maryland Coast Dispatch, Inc.  
P.O. Box 467  
Berlin, MD. 21811**

**April 22, 2022**

**CERTIFICATE OF PUBLICATION**

**This is to certify that the attached NOTICE Worcester County Notice of Proposed Real Property Tax Increase has been published in the Maryland Coast once in the following issue date:**

**APRIL 22, 2022**

**SIGNED: Pamela L. Green**  
Pamela L. Green  
For Maryland Coast Dispatch

**REFERENCE: Worcester County Notice of Proposed Real Property Tax Increase**

**THE DISPATCH**  
P.O. Box 467  
Berlin, MD. 21811  
Physical Address: 10012 Old Ocean City Blvd., Berlin, MD. 21811  
Telephone: 410-641-4561  
Fax: 410-641-0966



Worcester County Administration

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

## ITEM 17

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
Candace Savage, Budget Officer *CS*  
DATE: March 28, 2022  
RE: Notice of a Proposed Real Property Tax Increase (Constant Yield Advertisement)

---

The following draft advertisement is submitted for your consideration of a proposed Real Property Tax Increase (Constant Yield Advertisement). The State Department of Assessments and Taxation has been sent this draft to approve for the required advertisement with a tax increase that would retain the current real property tax rate, which is greater than the constant yield rate. The language for the constant yield advertisement is established by State Code (Tax-Property Article, § 6-308) and must appear in the newspapers as written during the week of April 21, 2022. The Constant Yield Tax Rate notice gives property owners' the opportunity to be heard on the issue of real property tax rates before they are final.

The Proposed Real Property Tax Increase advertisement states the following:

- In FY2023 the real property assessable base will increase as outlined by Part 1 and Part 2 of the notice.
- Part 3 of the notice indicates the real property tax increase could be \$0.8294 to offset the increasing assessments. This is the constant yield tax rate.
- Part 4 of the notice proposes to adopt and maintain the real property tax rate of \$.8450 which is 1.9% higher than the constant yield tax rate and will generate \$2,628,527 in additional real property tax revenues.

With the proposal that the Constant Yield Advertisement reflect the current real property tax rate of \$.845 this would therefore NOT ALLOW the County to increase the rate higher than \$.845 per \$100 of assessment for real property. We are available for any questions you may have.

Attached please find copies of the following:

Page 2 Constant Yield advertisement  
Page 4 2022 Constant Yield Tax Rate Certification

CIS\S:\Commissioners\Candace\FY23 Budget\FY23 Constant Yield\FY23 Constant Yield Memo.docx

## State of Maryland

Department of Assessments and Taxation

February 14, 2022

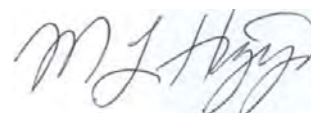
## 2022 Constant Yield Tax Rate Certification

Taxing authority: **Worcester  
County**

1	1-Jul-2021	Gross assessable real property base	\$	16,623,899,036
2	1-Jul-2021	Homestead Tax Credit	-	<u>138,808,309</u>
3	1-Jul-2021	Net assessable real property base		16,485,090,727
4	1-Jul-2021	Actual local tax rate (per \$100)	x	<u>0.8450</u>
5	1-Jul-2021	Potential revenue	\$	139,299,017
6	1-Jul-2022	Estimated assessable base	\$	17,143,360,287
7	1-Jan-2022	Half year new construction	-	60,276,830
8	1-Jul-2022	Estimated full year new construction*	-	55,686,100
9	1-Jul-2022	Estimated abatements and deletions**	-	<u><u>231,238,359</u></u>
10	1-Jul-2022	Net assessable real property base	\$	16,796,158,998

11	1-Jul-2021	Potential revenue	\$	139,299,017
12	1-Jul-2022	Net assessable real property base	÷	16,796,158,998
13	1-Jul-2022	<b>Constant yield tax rate</b>	\$	<b>0.8294</b>

Certified by



Director

\* Includes one-quarter year new construction where applicable.

\*\*Actual + estimated as of July 1, 2022, including Homestead Tax Credit.

Form CYTR #1

**WORCESTER COUNTY  
NOTICE OF PUBLIC HEARING  
FY 2023 REQUESTED OPERATING BUDGETS**

The Worcester County Commissioners will hold a public hearing to receive comments on the Fiscal Year 2023 Operating Budgets as requested by the Agencies and Departments which are funded by the Worcester County Commissioners. If you wish to speak or attend in person, we encourage you to pre-register by calling the County Administration office at 410-632-1194. Speakers will be allowed to address the County Commissioners for up to two (2) minutes. Public Comment may also be submitted in advance by email at [wchearing@co.worcester.md.us](mailto:wchearing@co.worcester.md.us) or in writing received on or before 4:00 PM Eastern Standard Time on Monday, May 2, 2022 in the County Commissioners' Office at Room 1103 Government Center, One West Market Street, Snow Hill, MD 21863. All commenters must identify themselves by their full name and address to be included in the public record. Written comments received by the deadline will be read into the record by Worcester County staff during the public comment portion of the meeting. Anyone not planning to speak may view the public hearing live on the County website at <https://worcestercountymd.swagit.com/live>. The Public Hearing will be held at:

**7:00 P.M., Tuesday, May 3, 2022  
WORCESTER COUNTY GOVERNMENT CENTER, SNOW HILL, MD**

General Fund requested expenditures exceed available revenues (based upon current tax rates) by \$11,287,404. This difference must be reconciled by the County Commissioners either through reductions in expenditures or increases in taxes, fees and/or use of Budget Stabilization Funds. Copies of the requested budgets are available for public inspection on the Worcester County website at [www.co.worcester.md.us](http://www.co.worcester.md.us).

**GENERAL FUND ESTIMATED REVENUES**

	Requested Budget		Requested Budget
Property Taxes	\$ 152,507,544	Licenses & Permits	2,496,231
Income Taxes	34,500,000	Charges for Services	1,510,055
Other Local Taxes	16,941,000	Fines & Forfeits	29,000
State Shared	2,572,746	Interest	100,000
Federal Grants	378,886	Misc/Sale of Assets/ & Other	411,986
State Grants	4,344,131	Transfers In – Casino/Local Impact Grant Funds	2,499,000
<b>TOTAL ESTIMATED REVENUES <u>\$218,290,579</u></b>			

**GENERAL FUND REQUESTED EXPENDITURES**

	Requested Budget		Requested Budget
Board of Education: Operating Expenses	\$100,983,605	Library	2,877,546
Debt Payments to be paid on behalf	12,726,490		
Boat Landings	381,250	Maintenance	1,533,278
Circuit Court	1,439,592	Mosquito Control	157,946
Commission On Aging	1,514,783	Natural Resources	612,489
County Administration	1,152,345	Orphan's Court	36,400
Debt Service (less Education Debt)	1,759,588	Other General Government	2,796,402
Development Review & Permitting	2,075,878	Other General Government: (State Dept. of Assessment Operating Exp)	555,440
Economic Development	443,150	Parks	1,625,297
Elections	1,355,240	Public Works Administration	999,511

# ITEM 17

Emergency Services	3,703,761	Recreation	1,850,067
Environmental Programs	1,593,459	Recreation & Culture	242,439
Extension Office	242,678	Recycling	942,809
Fire Marshal	661,470	Sheriff	10,203,690
Grants to Towns	7,013,867	Social Service Groups	838,368
Health Department	5,999,817	State's Attorney	2,619,551
Homeowner Convenience Centers	793,992	Taxes Shared w/ Towns	2,644,157
Human Resources	519,825	Tourism	1,359,429
Information Technology	644,914	Treasurer	1,308,580
Insurance & Benefits: (Includes OPEB-all employees)	24,790,008	Vol. Fire Co. & Ambulance Co.	9,609,321
Jail	9,740,911	Wor-Wic Community College	2,530,242
Roads	4,698,398		
<b>TOTAL REQUESTED EXPENDITURES <u>\$229,577,983</u></b>			

**WORCESTER COUNTY**  
**Summary**  
**FY2023 Revenue Estimate**

	<b>FY2023 Estimate</b>	<b>FY2022 Adopted</b>	<b>(\$) Difference (%)</b>	
Property Taxes	\$ 152,507,544	\$ 148,385,337	\$ 4,122,207	3%
Income Taxes	34,500,000	30,000,000	4,500,000	15%
Other Local Taxes	16,941,000	16,811,000	130,000	1%
State Shared	2,572,746	2,469,458	103,288	4%
Licenses & Permits	2,496,231	2,429,376	66,855	3%
Charges for Services	1,510,055	2,927,095	(1,417,040)	-48%
Interest on Investments	100,000	200,000	(100,000)	-50%
Fines & Forfeits	29,000	29,000	0	0%
Misc./Sale of Assets/Other Revenue	411,986	381,843	30,143	8%
Federal Grants	378,886	369,473	9,413	3%
State Grants	4,344,131	4,322,801	21,330	0%
Transfers In - Casino/Local Impact	2,499,000	3,857,893	(1,358,893)	-35%
Transfers In - Other Funds	0	4,325,935	(4,325,935)	-100%
Transfers In - Budget Stabilization	0	0	0	N/A
<b>TOTAL REVENUES</b>	<b>\$ 218,290,579</b>	<b>\$ 216,509,211</b>	<b>\$ 1,781,368</b>	<b>1%</b>

**FY 2023 Requested General Fund Budget**

	FY2023 Request	FY2022 Adopted	(\$) Difference (%)	
County Commissioners & Admin.				
Personnel Services	1,071,216	1,010,110	61,106	6%
Supplies & Materials	49,512	40,969	8,543	21%
Maintenance & Services	36,590	34,660	1,930	6%
Other Charges	46,246	44,047	2,199	5%
Interfund Charges	(83,219)	(81,229)	(1,990)	2%
Capital Equipment	32,000	0	32,000	N/A
	1,152,345	1,048,557	103,788	10%
Circuit Court				
Personnel Services	1,099,664	1,100,340	(676)	0%
Supplies & Materials	218,231	212,231	6,000	3%
Maintenance & Services	112,765	110,765	2,000	2%
Other Charges	8,932	8,932	0	0%
Capital Equipment	0	0	0	N/A
	1,439,592	1,432,268	7,324	1%
Orphan's Court				
Personnel Services	28,500	21,000	7,500	36%
Supplies & Materials	1,100	1,100	0	0%
Other Charges	6,800	6,800	0	0%
	36,400	28,900	7,500	26%

# ITEM 17

	FY2023 Request	FY2022 Adopted	(\$) Difference (%)	
State's Attorney				
Personnel Services	2,357,734	1,631,665	726,069	44%
Supplies & Materials	212,787	53,298	159,489	299%
Maintenance & Services	21,450	17,450	4,000	23%
Other Charges	27,580	25,750	1,830	7%
Interfund Charges	0	0	0	N/A
Capital Equipment	0	35,000	(35,000)	-100%
	2,619,551	1,763,163	856,388	49%
Treasurer				
Personnel Services	1,384,159	1,364,448	19,711	1%
Supplies & Materials	163,820	152,690	11,130	7%
Maintenance & Services	2,500	2,400	100	4%
Other Charges	4,900	4,900	0	0%
Interfund Charges	(246,799)	(242,489)	(4,310)	2%
Capital Equipment	0	0	0	N/A
	1,308,580	1,281,949	26,631	2%
Elections Office				
Personnel Services	580,643	539,432	41,211	8%
Supplies & Materials	600,908	516,415	84,493	16%
Maintenance & Services	156,539	152,159	4,380	3%
Other Charges	17,150	17,150	0	0%
Capital Equipment	0	0	0	N/A
	1,355,240	1,225,156	130,084	11%
Human Resources				
Personnel Services	534,798	496,811	37,987	8%
Supplies & Materials	27,890	21,757	6,133	28%
Maintenance & Services	29,500	27,500	2,000	7%
Other Charges	4,000	4,000	0	0%
Interfund Charges	(76,363)	(70,342)	(6,021)	9%
Capital Equipment	0	0	0	N/A
	519,825	479,726	40,099	8%
Development Review & Permitting				
Personnel Services	1,676,949	1,564,022	112,927	7%
Supplies & Materials	309,655	290,429	19,226	7%
Maintenance & Services	111,933	107,973	3,960	4%
Other Charges	40,726	27,776	12,950	47%
Interfund Charges	(87,385)	(87,385)	0	0%
Capital Equipment	24,000	36,000	(12,000)	-33%
	2,075,878	1,938,815	137,063	7%
Environmental Programs				
Personnel Services	1,228,497	1,146,921	81,576	7%
Supplies & Materials	292,172	262,837	29,335	11%
Maintenance & Services	98,045	98,045	0	0%
Other Charges	3,495	2,873	622	22%
Interfund Charges	(28,750)	(28,750)	0	0%
Capital Equipment	0	74,000	(74,000)	-100%
	1,593,459	1,555,926	37,533	2%

	FY2023 Request	FY2022 Adopted	(\$ ) Difference (%)	
Information Technology				
Personnel Services	632,231	581,811	50,420	9%
Supplies & Materials	33,830	17,577	16,253	92%
Maintenance & Services	2,540	1,920	620	32%
Other Charges	7,600	6,450	1,150	18%
Interfund Charges	(31,287)	(31,287)	0	0%
Capital Equipment	0	0	0	N/A
	644,914	576,471	68,443	12%
Other General Government				
Supplies & Materials	1,302,724	1,082,773	219,951	20%
Maintenance & Services	897,563	915,510	(17,947)	-2%
Other Charges	1,151,555	1,139,226	12,329	1%
Capital Equipment	0	175,000	(175,000)	-100%
	3,351,842	3,312,509	39,333	1%
Sheriff's Department				
Personnel Services	7,037,514	6,832,897	204,617	3%
Supplies & Materials	1,549,965	906,781	643,184	71%
Maintenance & Services	578,701	536,011	42,690	8%
Other Charges	103,109	59,109	44,000	74%
Capital Equipment	934,401	1,115,566	(181,165)	-16%
	10,203,690	9,450,364	753,326	8%
Emergency Services				
Personnel Services	1,892,232	1,889,827	2,405	0%
Supplies & Materials	1,423,726	1,151,412	272,314	24%
Maintenance & Services	170,903	212,850	(41,947)	-20%
Other Charges	25,900	40,143	(14,243)	-35%
Interfund Charges	0	0	0	N/A
Capital Equipment	191,000	580,000	(389,000)	-67%
	3,703,761	3,874,232	(170,471)	-4%
County Jail				
Personnel Services	6,632,576	6,541,128	91,448	1%
Supplies & Materials	946,168	965,060	(18,892)	-2%
Maintenance & Services	2,146,111	2,223,158	(77,047)	-3%
Other Charges	16,056	16,056	0	0%
Capital Equipment	0	25,725	(25,725)	-100%
	9,740,911	9,771,127	(30,216)	0%
Fire Marshal's Office				
Personnel Services	492,622	458,374	34,248	7%
Supplies & Materials	68,103	40,091	28,012	70%
Maintenance & Services	26,460	19,460	7,000	36%
Other Charges	23,285	22,260	1,025	5%
Capital Equipment	51,000	47,500	3,500	7%
	661,470	587,685	73,785	13%

# ITEM 17

	FY2023 Request	FY2022 Adopted	(\$) Difference (%)	
Volunteer Fire & Ambulance				
Supplies & Materials	81,152	0	81,152	N/A
Maintenance & Services	19,996	19,104	892	5%
Other Charges	9,508,173	9,322,690	185,483	2%
Capital Equipment	0	0	0	N/A
	9,609,321	9,341,794	267,527	3%
Public Works Department				
Personnel Services	549,086	598,577	(49,491)	-8%
Supplies & Materials	25,685	24,160	1,525	6%
Maintenance & Services	202,046	41,246	160,800	390%
Other Charges	14,690	2,865	11,825	413%
Interfund Charges	(91,996)	(140,815)	48,819	-35%
Capital Equipment	300,000	0	300,000	N/A
	999,511	526,033	473,478	90%
Maintenance Division				
Personnel Services	1,257,916	1,143,608	114,308	10%
Supplies & Materials	73,424	52,012	21,412	41%
Maintenance & Services	99,938	77,038	22,900	30%
Other Charges	7,500	6,600	900	14%
Capital Equipment	94,500	136,129	(41,629)	-31%
	1,533,278	1,415,387	117,891	8%
Roads Division				
Personnel Services	1,679,273	1,682,560	(3,287)	0%
Supplies & Materials	1,807,156	1,232,626	574,530	47%
Maintenance & Services	717,761	668,842	48,919	7%
Other Charges	29,846	1,965	27,881	1419%
Capital Equipment	464,362	0	464,362	N/A
	4,698,398	3,585,993	1,112,405	31%
Boat Landings				
Supplies & Materials	330,000	350,000	(20,000)	-6%
Maintenance & Services	51,250	37,155	14,095	38%
Capital Equipment	0	0	0	N/A
	381,250	387,155	(5,905)	-2%
Homeowner Convenience Centers				
Personnel Services	252,791	252,791	0	0%
Supplies & Materials	10,700	9,150	1,550	17%
Maintenance & Services	259,060	259,060	0	0%
Other Charges	0	0	0	N/A
Interfund Charges	206,441	200,547	5,894	3%
Capital Equipment	65,000	81,000	(16,000)	-20%
	793,992	802,548	(8,556)	-1%

# ITEM 17

	FY2023 Request	FY2022 Adopted	(\$) Difference (%)	
Recycling				
Personnel Services	477,493	474,164	3,329	1%
Supplies & Materials	19,500	17,150	2,350	14%
Maintenance & Services	198,775	198,325	450	0%
Other Charges	0	1,314	(1,314)	-100%
Interfund Charges	167,041	159,924	7,117	4%
Capital Equipment	80,000	25,637	54,363	212%
	942,809	876,514	66,295	8%
Health Department				
Supplies & Materials	500	3,000	(2,500)	-83%
Maintenance & Services	421,454	416,002	5,452	1%
Other Charges	5,577,863	5,257,973	319,890	6%
Capital Equipment	0	0	0	N/A
	5,999,817	5,676,975	322,842	6%
Mosquito Control Division				
Personnel Services	60,446	101,257	(40,811)	-40%
Supplies & Materials	3,450	4,650	(1,200)	-26%
Maintenance & Services	23,850	20,450	3,400	17%
Other Charges	70,200	70,200	0	0%
Capital Equipment	0	32,396	(32,396)	-100%
	157,946	228,953	(71,007)	-31%
Commission on Aging				
Supplies & Materials	183,383	183,383	0	0%
Maintenance & Services	189,400	202,200	(12,800)	-6%
Other Charges	1,142,000	1,181,600	(39,600)	-3%
Capital Equipment	0	36,600	(36,600)	-100%
	1,514,783	1,603,783	(89,000)	-6%
Social Service Groups				
Personnel Services	0	0	0	N/A
Other Charges	838,368	795,078	43,290	5%
	838,368	795,078	43,290	5%
Wor-Wic Community College				
Other Charges	2,530,242	2,530,242	0	0%
Capital Equipment	0	0	0	N/A
	2,530,242	2,530,242	0	0%
Board of Education				
Personnel Services	79,340,670	73,705,080	5,635,590	8%
Supplies & Materials	3,732,333	3,632,333	100,000	3%
Maintenance & Services	8,662,925	8,159,629	503,296	6%
Other Charges	31,832,789	32,105,804	(273,015)	-1%
Interfund Charges	(23,079,654)	(21,095,167)	(1,984,487)	9%
Capital Equipment	494,542	494,542	0	0%
Total Operating Budget	100,983,605	97,002,221	3,981,384	4%
School Debt Service	12,726,490	12,469,356	257,134	2%
Total Operating & Debt Service	113,710,095	109,471,577	4,238,518	4%

# ITEM 17

	FY2023 Request	FY2022 Adopted	(\$) Difference (%)	
Recreation Department				
Personnel Services	984,264	1,055,748	(71,484)	-7%
Supplies & Materials	583,740	1,036,310	(452,570)	-44%
Maintenance & Services	178,528	171,328	7,200	4%
Other Charges	56,235	37,450	18,785	50%
Capital Equipment	47,300	43,500	3,800	9%
	1,850,067	2,344,336	(494,269)	-21%
Parks Department				
Personnel Services	468,503	455,469	13,034	3%
Supplies & Materials	867,321	377,121	490,200	130%
Maintenance & Services	190,773	147,743	43,030	29%
Other Charges	11,700	9,800	1,900	19%
Capital Equipment	87,000	135,600	(48,600)	-36%
	1,625,297	1,125,733	499,564	44%
Library				
Personnel Services	2,013,949	2,008,945	5,004	0%
Supplies & Materials	463,525	454,500	9,025	2%
Maintenance & Services	390,172	363,272	26,900	7%
Other Charges	9,900	9,000	900	10%
Capital Equipment	0	25,000	(25,000)	-100%
	2,877,546	2,860,717	16,829	1%
Recreation & Culture				
Other Charges	242,439	70,000	172,439	246%
	242,439	70,000	172,439	246%
Extension Service				
Supplies & Materials	17,014	16,135	879	5%
Maintenance & Services	2,500	2,500	0	0%
Other Charges	223,164	187,582	35,582	19%
Capital Equipment	0	0	0	N/A
	242,678	206,217	36,461	18%
Natural Resources				
Supplies & Materials	73,935	1,700	72,235	4249%
Other Charges	538,554	508,554	30,000	6%
	612,489	510,254	102,235	20%
Economic Development Department				
Personnel Services	119,025	119,025	0	0%
Supplies & Materials	241,500	160,502	80,998	50%
Maintenance & Services	62,750	62,750	0	0%
Other Charges	19,875	24,675	(4,800)	-19%
Capital Equipment	0	0	0	N/A
	443,150	366,952	76,198	21%
Tourism Department				
Personnel Services	284,219	281,285	2,934	1%
Supplies & Materials	255,026	254,451	575	0%
Maintenance & Services	812,134	765,609	46,525	6%
Other Charges	8,050	6,300	1,750	28%
	1,359,429	1,307,645	51,784	4%

# ITEM 17

	FY2023 Request	FY2022 Adopted	(\$) Difference (%)	
Taxes Shared W/Towns				
Other Charges	2,644,157	2,642,357	1,800	0%
	2,644,157	2,642,357	1,800	0%
Grants to Towns				
Supplies & Materials	150,000	0	150,000	N/A
Other Charges	6,863,867	6,274,091	589,776	9%
	7,013,867	6,274,091	739,776	12%
Insurance & Benefits				
Maintenance & Services	5,000	5,000	0	0%
Health, OPEB & Other	24,785,008	22,008,454	2,776,554	13%
	24,790,008	22,013,454	2,776,554	13%
Debt Service				
Interfund Charges	14,486,078	13,687,931	798,147	6%
Less: Alloc. Brd of Ed Debt	(12,726,490)	(12,469,356)	(257,134)	2%
	1,759,588	1,218,575	541,013	44%
TOTAL EXPENDITURES	\$ 229,577,983	\$ 216,509,211	\$ 13,068,772	6%

## Board of Education

- The Board of Education has requested \$101,188,605, including one-time capital funding requests, from the County, an increase of \$3,890,584 over the current year adopted budget as shown below. School construction debt is paid by the County on behalf of the Board of Education. It is not reflected in the Board's budget; however, it is included in the County's operating budget. The Board's operating and capital budget request is \$101,188,605 plus debt of \$12,726,490 which totals \$113,915,095 or 52.2% of the County's total estimated revenue.

	FY2023 Requested <u>Budget</u>	FY2022 Adopted <u>Budget</u>	Dollar Variance <u>+/- FY2022</u>
County Appropriation MOE*	\$97,885,597	\$96,041,968	+1,843,629
County Appropriation in addition to required MOE	2,100,350		+2,100,350
County Appropriation: Technology + Capital Outlay *	300,000	300,000	+0
County Appropriation: Retirement for Non-Teachers	697,658	660,253	+37,405
School Construction Projects	205,000	295,800	-90,800
<b>Sub-Total County Appropriation</b>	<b><u>\$101,188,605</u></b>	<b><u>\$97,298,021</u></b>	<b><u>+3,890,584</u></b>
State and Other Funding Sources	23,079,654	21,095,167	+1,984,487
Total Unrestricted Budget	<u>\$124,268,259</u>	<u>\$118,393,188</u>	<u>+5,875,071</u>
Restricted Programs: Pocomoke Middle **	50,000	50,000	+0
Restricted: Federal and State Programs	28,993,332	19,686,133	+9,307,199
Total	<u>\$153,311,591</u>	<u>\$138,129,321</u>	<u>+15,182,270</u>

\*Fiscal 2023 County Appropriation is calculated by the escalator provision using the Fiscal 2022 Maintenance of Effort (MOE) level of \$96,341,968 as the baseline:

1. An MOE escalator provision will take effect in FY23 and is estimated to be 2.21% which is based on a draft released by MSDE in February. This provision was enacted as part of Senate Bill 848 of 2012, Section 5-202(d)(ii)2 and became effective FY15. Due to a negative statewide average the escalator has affected FY17-FY23.
2. As of April 26, the Board of Education has not received an official MOE calculation from the State Department of Education.

\*\*FY2023 and FY2022 Construction projects and restricted programs is funded through fund balance.

## BOARD OF EDUCATION OF WORCESTER COUNTY

## REVENUES

REVENUE SOURCE	APPROVED FY 22	REQUESTED FY 23
<b>UNRESTRICTED REVENUES</b>		
<b>COUNTY</b>		
Appropriation - Current Expense	\$96,041,968	\$99,985,947
<b>STATE (Thornton Funding) *</b>		
Foundation Program	7,019,022	7,980,405
Special Education	1,651,336	2,166,970
Transportation	3,392,268	3,697,479
Compensatory Education	7,827,456	7,993,597
Limited English Proficiency	412,622	448,740
<b>OTHER</b>		
Tuition	70,000	70,000
Other	80,000	80,000
Prior Year's Fund Balance**	567,011	567,011
Restricted Programs Reimbursements	75,452	75,452
<b>TOTAL UNRESTRICTED REVENUE</b>	<b>\$117,137,135</b>	<b>\$123,065,601</b>
<b>OTHER REQUESTS - COUNTY</b>		
<b>RECURRING</b>		
Appropriation - Technology	\$200,000	\$200,000
Appropriation - Capital Outlay	100,000	100,000
<b>NONRECURRING</b>		
Appropriation - Technology	0	0
Appropriation - School Construction	295,800	205,000
<b>OTHER</b>		
Appropriation - Retirement Expenses	660,253	697,658
Appropriation - County Share of Teacher Pension	***	***
<b>TOTAL OTHER REQUESTS - COUNTY</b>	<b>\$1,256,053</b>	<b>\$1,202,658</b>
<b>TOTAL COUNTY APPROPRIATION</b>	<b>97,298,021</b>	<b>101,188,605</b>
<b>TOTAL BUDGET - ALL FUNDS</b>	<b>\$118,393,188</b>	<b>\$124,268,259</b>

\* State funding is based upon current law. Subject to final legislative action, these amounts could change.  
Any decrease in State funding would result in an increased amount being requested from the County.

\*\* A detailed summary of the utilization of the FY21 fund balance is included on page 3.

\*\*\* Effective for FY17, this amount is now included under the budget category of Fixed Charges.

<b>Total County Appropriation as stated above</b>	<b>97,298,021</b>	<b>101,188,605</b>
County Fund Balance - Fire Alarm (Snow Hill Middle School)	(156,000)	
County Fund Balance - Fire Alarm (Pocomoke Middle School)	(139,800)	
County Fund Balance - Feasibility Study (Buckingham)		(125,000)
County Fund Balance - New Roof Design (SHMS & CCSS)		(80,000)
Sub-Total	97,002,221	100,983,605
<b>County Appropriation</b>	<b>97,002,221</b>	<b>100,983,605</b>
Unrestricted Revenue State & Other	21,095,167	23,079,654
<b>Total Board of Education Budget - All Funds</b>	<b>118,097,388</b>	<b>124,063,259</b>

## RESTRICTED PROGRAMS - LOCAL, STATE AND FEDERAL

Restricted funds listed below can only be spent as authorized by the administering agency (State and Federal government).  
The level of funding indicated for each program is an estimate. Projects may be discontinued or reduced in scope depending upon funds allocated by the funding source

<b>TOTAL ANTICIPATED RESTRICTED FUNDING</b>	<b>\$29,043,332</b>	
	<b>ACTUAL</b>	<b>ESTIMATED</b>
	<b>FY 22</b>	<b>FY 23</b>
<b><u>FEDERAL FUNDS</u></b>		
Title I Educationally Disadvantaged	\$1,766,870	\$1,767,000
Title III Language Acquisition	17,920	17,000
Special Education	2,100,000	2,100,000
JR ROTC Program	118,000	118,000
Title IIA, Systems of Support for Excellent Teaching & Leading	219,607	219,000
Career & Technology Education	81,892	81,000
Adult Education	50,557	50,000
Title IV Student Support and Academic Enrichment	142,551	142,000
ESSER I	1,565,973	0 *
ESSER II Grant	1,941,000	3,500,000 *
ESSER III Grant	2,399,400	12,000,000 *
<b><u>STATE FUNDS</u></b>		
Judy Hoyer Early Childcare And Education	330,000	330,000
Adult Education	182,387	182,000
Blueprint for Maryland's Future	868,084	
Pre-Kindergarten		936,033
Concentration of Poverty		779,493
College & Career Ready (CCR)		103,345
Transitional Supplemental Instruction		102,042
National Board Certified		14,782
Student Tutoring, Summer School, Trauma/Behavior	841,892	
Teachers Retirement & Pension	7,060,000	6,551,637
<b><u>LOCAL FUNDS</u></b>		
Pocomoke Middle School Grant	50,000	50,000 ** Fund Balance
<b>TOTAL RESTRICTED REVENUE</b>	<b>\$19,736,133</b>	<b>\$29,043,332</b>

\*CARES/ESSER funding was awarded to assist with additional expenses related to the COVID pandemic. Round 1 expires September 30, 2022,  
Round 2 expires September 30, 2023 and Round 3 expires September 30, 2024