

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 17th, 2022

	Item #
9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room – Room 1101 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session: Discussion regarding a personnel summary and certain personnel matters with human resources and performing administrative functions	
9:30 - Call to Order, Prayer (Pastor Mark Piedmont of Buckingham Presbyterian Church), Pledge of Allegiance	
9:31 - Report on Closed Session; Review and Approval of Minutes from May 7th, 2022 Meetings	
9:32 - Retirement Commendations (2)	1
9:35 - Consent Agenda (2022 Propane Products Bid, The Landing Small Project Approval Request, Public Works Brightly Software Renewal, Selsey Road Area Restoration Request, Housing Rehab Bid Berlin, Request to schedule required Public Hearing Triple Crown Estates RPC, Request to schedule required Public Hearing Rezoning Case 434, Request to transfer Annual Housing Bond Allocation for Community Development Block Grant, Tax Ditch Roll Certification, State's Attorney software update and renewal)	2-11
9:36 - Chief Administrative Officer: Administrative Matters (South Point Boat Ramp Special Use Permit request, Recreation Center Storage Addition, Proposed Resolution to comply with Police Accountability Act, Ocean Pines Water and Wastewater Steel Tank replacement, Health Department Single Day Vendor Fees, Upcoming Board Appointments)	12-18
10:00 - Legislative Item 19: Request for Introduction of Proposed text amendment Bill 22-10 and Public Hearing request for Cluster Campground Design	19
10:10 - Legislative Item 20: Request for Introduction of Bill 22-11 and Public Hearing request to Authorize the Use of School Bus Monitoring Systems	20
10:40 - Public Hearing and Proposed Resolution for Community Development Block Grant	21
10:41 - Public Hearing for St. Martins by the Bay USDA Project Grant	22
10:42 - Public Hearing for Amended Capital Improvement Plan	23
10:45 - Pocomoke Library and Armory Loan Request	24
10:50 - Questions from the Press; County Commissioner's Remarks	
11:15 - Chief Administrative Officer: Administrative Matters (if necessary)	
Lunch	
1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)	

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see Joseph Parker, DCAO
Please be thoughtful and considerate of others. ***Turn OFF all cell phones and notification during the meeting!***

Minutes of the County Commissioners of Worcester County, Maryland

May 3, 2022

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, with Commissioners Church and Purnell absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, and Finance Officer Phil Thompson. Topics discussed and actions taken included the following: hiring William Benjamin Kirk as a recreation superintendent and other personnel matters; receiving legal advice from counsel; and performing administrative functions, including reviewing bid proposals for lobbying services.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:35 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 Davida Washington, housing program coordinator within Development Review and Permitting, and pledge of allegiance, announced the topics discussed during the morning closed session.

Commissioners Church and Purnell were absent from the meeting.

The commissioners reviewed and approved the open and closed session minutes of their April 19, 2022 meeting as presented.

The commissioners presented a proclamation recognizing May 1-7, 2022 as Children's Mental Health Matters Week to Dina Thorne of the Health Department, Jamie Manning of Life Crisis, Christen Barbierri of the Local Management Board and other staff members. Ms. Manning thanked the commissioners for their partnership to reduce the stigma associated with childhood mental health issues, explaining that over sixty percent of individuals struggling with mental health issues will not seek assistance because of the stigmas surrounding such issues.

The commissioners presented a proclamation to Kari Mason of Social Services and other staff members recognizing May as National Foster Care Month and thanking area foster parents

for helping to restore stability and a sense of self-worth back within young people whose lives have been disrupted through no fault of their own. The commissioners also recognized Dustin and Lauren Walker as the 2022 Foster Care Parents of the Year. Ms. Mason received the commendation on behalf of the Walkers who were not able to attend the meeting.

The commissioners presented a proclamation to Emergency Services Director Billy Birch and Emergency Planner Laraine Buck recognizing May 1-7, 2022 as **Hurricane Preparedness Week** in Worcester County and urging residents to be storm ready by identifying their personal hurricane risks, determining whether they live in a hurricane evacuation zone, and crafting a personalized family emergency kit at www.co.worcester.md.us by clicking on the Department of Emergency Services and by visiting www.weather.gov/stormready/.

The commissioners presented a proclamation to Worcester County Tourism and Economic Development (WCTED) Director Melanie Pursel, Nancy Schwendeman, and Brianna Dix and other tourism officials recognizing the week of May 1-7, 2022 as Travel and Tourism Week in Worcester County to celebrate this year's theme, the "Future of Travel," and the dynamic role of WCTED and its partners throughout the COVID-19 pandemic to foster a faster recovery, create a more sustainable, seamless, and secure traveler experience, and rebuild Worcester County's workforce. Tourism officials from agencies throughout the County who joined Ms. Pursel for the presentation included Greater Ocean City Chamber of Commerce Executive Director Lachelle Scarlatto, Ocean Pines Chamber of Commerce Executive Director Kerri Bunting.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 2-10 as follows: awarding a two-year contract to the sole bidder, Scarborough Oil Co., Inc., for petroleum products at the markup per gallon from the company's prior contract; accepting the contract from Home Paramount Pest Control for 2022 pest control services for \$29,990.40; awarding a two-year contract to Bennett Companies for refuse collection services for \$77,684; purchasing two, 20-cubic yard bins for use within the Solid Waste Division for \$27,824 under the Sourcewell contract through Mid-Atlantic Waste Systems; entering into a Memorandum of Understanding between the County and the Town of Ocean City for the State's Attorney's Office to operate a satellite office within the Ocean City District Court building; approving a \$700,000 in-kind County match for the annual grant to the Maryland Coastal Bays Program from the Environmental Protection Agency's National Estuary Program; scheduling concurrent public hearings for an amendment to the Water and Sewerage Plan to expand the Mystic Harbor Sanitary Service Area (SSA) for a single property; approving a Housing Rehabilitation Program bid package to rehabilitate a house in the Snow Hill area; and scheduling a public hearing on the proposed allocation of American Rescue Plan Act funds.

Ocean City Development Corporation (OCDC) Executive Director Glenn Irwin and OCDC Board of Directors President Kevin Gibbs updated the commissioners about the OCDC's revitalization efforts, which included the following: Facade Program, which includes having renovated 256 buildings to date, eight projects underway, \$8.2 million in private-sector investment, and 6:1 leveraging of private to public funds; Green Building Initiatives

Program, with 92 projects completed and one underway, and \$1.5 million in private sector investment;

Business Assistance Program; other OCDC grant programs; Public Art Program; Special Events; and Upcoming OCDC Items.

Commissioner Mitrecic thanked OCDC officials for their hard work to improve downtown Ocean City and its impact on the County's tax base.

The commissioners met with Information Technology Director Brian Jones and Chief Executive Officer Andrew DeMattia and Chief Operating Officer Andre DeMattia for Talkie Communications, the County's broadband vendor, to discuss current and upcoming projects to extend broadband to unserved and underserved areas in the County. They also reviewed the status of federal and state grants to help fund these projects. The DeMattias advised that they applied for an \$18 million National Telecommunications and Information Administration (NTIA) Reconnect Grant for broadband projects in Bishopville and other areas of Worcester County; however they were not awarded this grant. In fact, no Maryland entities were awarded NTIA grants. Approved grants include a \$3 million Rural Digital Opportunity Fund grant to be distributed over 10 years and a Department and Community Housing Development Grant for \$3.6 million, which will help to cover the cost of ongoing broadband projects in the Pocomoke area. Grants applied for include a \$2 million Neighborhood Grant and a \$20 million infrastructure grant. They then reviewed financial challenges, noting that Talkie paid \$1.8 million in out-of-pocket costs for projects taking place in Pocomoke, with only 18 homes signed up for service so far. They noted that the return on investment for this area is about 250 years, which is reduced to 130 years or \$80,000 per hookup, after factoring in grant reimbursements. These costs do not include estimates to replace equipment. They also discussed the status of projects in downtown Snow Hill, the upcoming project on Sheephouse Road, which is partially funded through ARDOF, and the \$2.34 million Bishopville project to install 30 miles of fiber optics (a cost of \$70,000 per mile) to serve over 400 customers, unfunded project to extend broadband through Bishopville. They reviewed the Bishopville project, which is underway now, with the remote central cabinet in place. Next steps in the Bishopville project include building the infrastructure back to U.S. Rt. 113 to connect to Maryland Broadband. The DeMattias advised that they will be requesting a 50/50 County match to help fund this project, and they invited those in attendance to join them for a ribbon cutting at the Bishopville Park this afternoon at 2 p.m. to celebrate the installation of the cabinet. Upon completion of this portion of the project, Talkie will continue installing fiber to serve a total of 1,200 customers in unfunded project areas east of Bishopville.

Commissioner Bunting thanked the DeMattias for aggressively pursuing grant funds for these projects. Commissioner Nordstrom urged them to prioritize a project to extend broadband in Stockton, due to the economic benefits the County would realize due to its proximity to Wallops Island. In response to comments by Commissioner Nordstrom that homeowners in Buck Harbor are clamoring for service, the DeMattias explained that the State considers this underserved area to be a served area. They noted that grant funds can only be used to extend broadband to unserved areas, and they are applying for four additional grants to finish all of Pocomoke, minus the city, which the State considers to be a served area.

In response to questions by Commissioner Elder, the DeMattias advised that Talkie is completing projects in territories being funded by grants, like Bishopville, which has the largest

population of any unserved area in Worcester County. Furthermore, they will be seeking input from the commissioners to determine other areas of greatest need. Following some discussion, the commissioners thanked the DeMattias for meeting with them and for the work they are doing to extend broadband to unserved areas.

Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Bertino, the commissioners unanimously approved the use of \$187,900 from the Ocean Pines SSA reserve fund to cover the following two unbudgeted repairs to the Ocean Pines Wastewater Treatment Plant; \$132,400 for a damaged surface skimming rake, and \$55,500 for a non-operational pump in the flow equalization tank.

Pursuant to the request of Public Works Deputy Director Chris Clasing and upon a motion by Commissioner Bunting, the commissioners unanimously approved the use of \$67,776.28 from the Ocean Pines Water and Wastewater Collections Capital Equipment Other budget to purchase a compact track loader from Atlantic Tractor, the John Deere-authorized distributor in Maryland, and which reflects a 32 percent savings through the competitively bid Sourcewell contract.

Pursuant to the request of Mr. Clasing and upon a motion by Commissioner Elder, the commissioners unanimously approved the use of \$126,404.07 from the Assigned Fund Balance for a turnkey purchase of a Kohler generator and appurtenances from Fidelity Power Systems, the Maryland Kohler-authorized dealer, for the Public Works Administration building. This quote reflects a \$38,001.60 pricing discount through the competitively bid Sourcewell contract.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Nordstrom, the commissioners unanimously agreed to appoint Alicia Warren to the Lower Shore Workforce Development Board.

Chief Administrative Officer Weston Young outlined six bids for lobbying services that were opened on Monday, April 25, 2022. Upon a recommendation by Mr. Young and upon a motion by Commissioner Bertino, the commissioners unanimously accepted the proposal from State and Local Advisors for a one-year contract at a cost of \$24,000 per year, which includes options for two, one-year contract renewals.

Commissioner Bertino expressed several concerns regarding the proposed sports complex. He noted that there is a petition to go to referendum on the proposal to use bond funds for the sports complex project. He asked how that referendum may impact plans to purchase a 95.521-acre property identified on Tax Map 25 as Parcel 89 for \$7.15 million as the proposed site of a future sports complex. Mr. Young clarified that the referendum would not be on the purchase of the property, but rather on the use of bond funds for this purpose. He noted that, if the referendum goes forward, an injunction would likely be placed on the spending of those funds. He concurred that other funding sources could be used for the project with approval by the commissioners. He confirmed that the County will include Berlin and Ocean City officials in discussions once a concept plan is developed.

The commissioners answered questions from the press, after which they recessed until

7:00 p.m. to host the public hearing in the Commissioners' Meeting Room in the Government Center on the Constant Yield Tax Rate and the Requested FY23 County Operating Budget.

The commissioners conducted a public hearing at 7:00 p.m. in the Commissioners' Meeting Room in the Government Center on the FY23 Requested County Operating Budgets. Commissioners Church and Purnell were absent from the meeting. Commissioner Mitrecic called the meeting to order and welcomed those in attendance. Chief Administrative Officer Weston Young presented a PowerPoint outlining the FY23 Requested Operating Budget. The presentation included the following graphs and information: FY23 Budget Issues; General Fund Estimated Revenues and Expenditures for FY23; Worcester County Assessable Tax Base from FY19-FY23; General Fund Major Revenues - Property Tax, Income Tax, and Recordation and Transfer Taxes; General Fund Revenue and Expenditure Comparisons from FY20-FY23; FY22 Real Property Tax Rates of counties on the Eastern Shore of Maryland, of which Worcester County is 2nd lowest at \$0.845 per \$100 of assessed value; 2022 Income Tax Rates of Eastern Shore counties, of which Worcester County is the lowest at 2.25%; the Worcester County Constant Yield Tax Rate of \$0.8294 per \$100 of assessed value to yield the current rate of revenue; and the Schedule of Upcoming Budget Work Sessions on May 10 and 17, and the Budget & Tax Rate Adoption on June 7.

Mr. Young explained that the requested expenditures of \$229,577,983 exceed the County's estimated revenues of \$218,290,579 by \$11,287,404. He stated that this difference must be reconciled by the Commissioners either through reductions in expenditures, additional revenues, or a combination of both.

Commissioner Mitrecic opened the floor to receive public comments.

Superintendent Lou Taylor thanked the commissioners for partnering with the Board of Education (BOE) to meet the needs of students and for their sound investment in public schools. He requested the commissioners adopt the requested BOE budget, which includes funding to provide competitive salaries and benefits to attract and retain outstanding educators, maintain small class sizes, purchase needed materials of instruction, maintain safe spaces for young people, and continue to offer quality after school programs.

Harry Wimbrow of Whaleyville urged the commissioners to approve salary and mileage increases for bus contractors in addition to the proposed BOE budget to cover cost of living and fuel increases. He noted that the circle of education in a blue ribbon school system begins with blue ribbon bus contractors, all of whom provide safe and efficient transportation services.

Debbie Lambertson of Stockton, who spoke on behalf of Snow Hill Elementary, Middle, High, and Cedar Chapel Special Schools, asked the commissioners to fund the requested FY23 BOE budget to keep staff salaries a priority, class sizes small, and technology current.

Michael Franklin, of Chesapeake Housing Mission (CHM), reviewed CHM healthy homes initiatives to help senior citizens and those living below the poverty line in Worcester County. He asked the commissioners to support the CHM's FY23 County grant request.

Rachel Geiger of West Ocean City urged the commissioners to support the requested FY23 BOE budget to hire and retain the best faculty and staff and fund technology initiatives.

Pat Barbely of Newark expressed concerns regarding water costs and whether the County has allocated adequate funding to account for fuel and other increasing costs.

Ronald Smith of Pocomoke thanked Commissioner Nordstrom for his support for the food pantry at Pocomoke Middle School, and he urged the commissioners to adopt the requested

FY23 BOE budget to maintain student success, offer competitive salaries and benefits, and maintain small class sizes.

Beth Shockley Lynch, president of the Worcester County Teachers Association, asked the commissioners to approve the requested FY23 BOE budget, noting that there is more to teaching than opening a book. Rather, it takes dedicated teachers, and the requested FY23 BOE budget will help to attract and retain highly-qualified staff.

John Van Faussen of Ocean City urged the commissioners to include additional funding in the FY23 BOE budget to provide needed additional salary and fuel increases for bus contractors.

Ocean City Fire Chief Richard Bowers, speaking on behalf of the Worcester County Volunteer Firemen's Association, urged the commissioners to consider the funding needs of County fire and ambulance agencies in FY23 and the years to come.

Kimberly Jackson of Whaleyville thanked the commissioners for their continued support of schools and urged them to fully fund the requested FY23 BOE budget.

Lori Thompson, speaking on behalf of the Worcester County Bus Contractors, reviewed escalating fuel and bus repair costs. She stressed that the average bus contractor's salary has decreased by \$400 per month due to these increased costs. Therefore, she urged the commissioners to allocate additional funding in the FY23 BOE budget for salary increases and to cover the hike in fuel costs.

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

Commissioner Mitrecic thanked everyone for participating in the public hearing on the FY23 requested budget. He concluded that the Commissioners will adopt a balanced FY23 County Operating Budget on June 3, 2021.

The commissioners adjourned to meet again on May 10, 2022 to conduct a budget work session.

TEL: 410-632-1194
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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

COMMENDATION

WHEREAS, Solid Waste Superintendent Mike Mitchell has contributed 36 years of dedicated service to Worcester County Public Works where he began his career on February 20, 1986; and

WHEREAS, Mr. Mitchell's expertise and experience within the Solid Waste Division have been instrumental in the overall management of all solid waste facilities and activities within Worcester County. Throughout the course of his career, he planned, directed, and administered the day-to-day operations, directed both landfill and recycling operations, and managed all environmental and permitting procedures.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 17th day of May, in the Year of Our Lord Two Thousand and 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

Citizens and Government Working Together

TEL: 410-632-1194
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 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

COMMENDATION

WHEREAS, Corporal Shawn Goddard has contributed 18 years of dedicated service to the Worcester County Sheriff's Office where he began his career on October 6, 2002; and

WHEREAS, Corporal Goddard's expertise, his supervisory experience, his handling of sensitive investigative matters involving security, and his role in the public schools, as a school resource officer, have been instrumental in helping the Worcester County Sheriff's Office fulfill its mission to protect and serve and, thereby enhance the quality of life enjoyed by both residents and visitors in the community.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Corporal Shawn Goddard** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 17th day of May, in the Year of Our Lord Two Thousand and 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



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, P.E., Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director *[Signature]*
DATE: May 10, 2022
SUBJECT: Worcester County – 2022 Propane Gas Delivery Bid

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

Attached for Commissioner review and approval is Public Works recommendation to award the Propane Delivery contract to Superior Plus Propane for a two-year contract. Considering the next bid is substantially higher, we also recommend to proceed with the additional 3 years. The current contract is currently held by Superior Plus Propane and expires on May 31, 2022.

Three vendors submitted bids received on Monday, May 2, 2022 for Propane Delivery at County facilities. Suburban Propane was the low bid however they withdrew their bid Tuesday, May 10. Pricing below indicates the vendor's mark-up per gallon. Superior Plus Propane holds the current propane delivery contract with the County receiving exceptional service. By continuing with Superior no facility will incur a lapse in service. Based on this pricing and their service history, Public Works recommends awarding the contract as a whole to Superior Plus Propane.

Below is a breakdown of the Bidder's pricing.

VENDOR	Years 1 & 2	Year 3	Year 4	Year 5
Cato Gas & Oil	\$0.89	\$0.89	\$0.89	\$0.89
Superior Plus Propane	\$0.673	\$0.683	\$0.693	\$0.703
Suburban Propane	\$0.35	\$0.37	\$0.40	\$0.45

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

Attachments

cc: Michael Hutchinson

Competitive Bid Worksheet – 2022 Propane Gas Bid

Bid Deadline/Opening Date: 1:00 P.M., Monday, May 2, 2022

Bids Received by deadline = 3

Vendor's Submitting BidsCato.
P.O. Box 1030
Salisbury, MD 21803Suburban Propane
5961 Exchange Dr.; Ste.112
Eldersburg, MD 21784Superior Plus Energy Services
Peninsula Propane
40 S. Market St.
Seaford, DE 19973

Price Mark-Up Per Gal – Two year Year 1-2	.89	.35	.673	
Price Mark-Up Per Gal – One Year Year 3	.89	.37	.683	
Price Mark-Up Per Gal – One Year Year 4	.89	.40	.693	
Price Mark-Up Per Gal – One Year Year 5	.89	.45	.703	


**WORCESTER COUNTY COMMISSIONERS
2022 PROPANE GAS BID FORM**

We submit this bid for supplying Propane Gas based on the requirements of the Bid Documents contained herein and the attached OPIS report.

<u>PRICE</u> Markup per Gallon Two Year YR. 1-2	<u>PRICE</u> Markup per Gallon One Year YR. 3	<u>PRICE</u> Markup per Gallon One Year YR. 4	<u>PRICE</u> Markup per Gallon One Year YR. 5
\$ <u>.89</u>	\$ <u>.89</u>	\$ <u>.89</u>	\$ <u>.89</u>

BID MUST BE SIGNED TO BE CONSIDERED

Date: 4-28-2022

Signature: 

Print Name: Phil Tonelli

Firm: CATO GAS & OIL

Address: P.O. Box 1030 1004 Apperson Rd

City: Salisbury State: MD Zip: 21803-1030

Telephone: (410) 546-1215

Email: phil@CATOINC.COM

**WORCESTER COUNTY COMMISSIONERS
2022 PROPANE GAS BID FORM**

We submit this bid for supplying Propane Gas based on the requirements of the Bid Documents contained herein and the attached OPIS report.

<u>PRICE</u> Markup per Gallon Two Year YR. 1-2	<u>PRICE</u> Markup per Gallon One Year YR. 3	<u>PRICE</u> Markup per Gallon One Year YR. 4	<u>PRICE</u> Markup per Gallon One Year YR. 5
\$ 0 . 35	\$ 0 . 37	\$ 0 . 40	\$ 0 . 45

BID MUST BE SIGNED TO BE CONSIDERED

Date: 04/28/2022

Signature: 

Print Name: Heather T. O'Connor

Firm: Suburban Propane, L.P.

Address: 28687 Dupont Blvd.

City Millsboro State Delaware Zip 19966

Telephone: (302) 934 - 9241

Email: hoconnor@suburbanpropane.com

Michael Hutchinson

From: O'Connor, T Heather <HOConnor@suburbanpropane.com>
Sent: Tuesday, May 10, 2022 2:02 PM
To: Michael Hutchinson
Subject: *EXTERNAL*:RE: FW: Worcester County Propane Bid

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Good Afternoon Mr. Hutchinson,

At this time Suburban Propane, L.P. will be withdrawing our bid.

Thank You,



Heather O'Connor | Region Sales & Business Development Manager
5961 Exchange Drive, Ste 112
Eldersburg, MD 21784
tel (410) 549-0348 | fax (410) 549-7164
HOConnor@suburbanpropane.com



From: Michael Hutchinson <mhutchinson@co.worcester.md.us>
Sent: Tuesday, May 10, 2022 1:07 PM
To: O'Connor, T Heather <HOConnor@suburbanpropane.com>
Subject: FW: Worcester County Propane Bid

Warning: This email originated outside of the organization. Do not click links or open attachments unless you are sure this email comes from a known sender and you know the content is safe.

Ms. O'Connor,

As discussed moments ago on the telephone, I need your response by 4PM TODAY, May 10, 2022 on the questions below. Again, this request was sent to your on May 3. I hope to hear from you soon.

Thank you,

Michael Hutchinson
Maintenance Superintendent
Worcester County Department of Public Works

**WORCESTER COUNTY COMMISSIONERS
2022 PROPANE GAS BID FORM**

We submit this bid for supplying Propane Gas based on the requirements of the Bid Documents contained herein and the attached OPIS report.

<u>PRICE</u> Markup per Gallon Two Year YR. 1-2	<u>PRICE</u> Markup per Gallon One Year YR. 3	<u>PRICE</u> Markup per Gallon One Year YR. 4	<u>PRICE</u> Markup per Gallon One Year YR. 5
\$ <u>0 . 673</u>	\$ <u>0 . 683</u>	\$ <u>0 . 693</u>	\$ <u>0 . 703</u>

BID MUST BE SIGNED TO BE CONSIDERED

Date: 5/2/2022

Signature: *Luke F. Janocha*

Print Name: Luke F. Janocha

Firm: Superior Plus Energy Services / DBA: Peninsula Propane

Address: 40 S. Market St

City Seaford State DE Zip 19973

Telephone: (302) 354-7126 office (302) 629-3001

Email: LJanocha@SuperiorPlusEnergy.com



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

M E M O R A N D U M

TO: Weston S. Young, P.E., Chief Administrative Officer
 Joseph Parker, Deputy Chief Administrative Officer
FROM: Christopher Clasing, P.E., Deputy Director
DATE: May 10, 2022
SUBJECT: Small Project Agreement – Landings at Bayside

*Dallas Baker Jr.
for*

Attached for Commissioner review and approval is a Small Project Agreement for water service extension on multiple parcels within The Landings Residential Planned Community. This project will provide public water service for fire protection via the Landings Service Area to the parcels outlined in the agreement. The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Landings At Bayside, LP to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

This agreement has been reviewed by the County Attorney and it is now being presented for approval.

If you have any questions, please do not hesitate to contact me.

Attachment

cc: Dallas Baker Jr., P.E., Director
 Robert Mitchell, Director of Environmental Programs

**WORCESTER COUNTY
SMALL PROJECT
WASTEWATER AND/OR WATER AGREEMENT**
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this ____ day of _____, 2022, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Landings Service Area, hereinafter called "Service Area" and Landings At Bayside, LP, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT Landings RPC – Multi-family Parcels B, E, F, G & H hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this agreement are more particularly described as follows:

Deed Reference Liber 8267, Folio 482 Tax Map 33 Parcel 159 & 281

C. SERVICE TO BE PROVIDED Water and Sewer Service via Landings Service Area

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by March 2022 complete construction by Sept 2023 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.
9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.

10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS Construction shall be in accordance with the plan set titled: "Site Plans – Multifamily Parcels B, E, F, G & H, The Landings Residential Planned Community", prepared by J. W. Salm Engineering, Inc., dated Dec. 2021, which is limited to the lines and infrastructure located on those Parcels, and does not include any other sewerage facilities, inclusive of the ~~injection~~ wells.
injection

F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees are costs are estimated to be \$2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Developer is allocated 310 EDU's.
2. Facilities are designed and intended to serve Landings RPC
3. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities..
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

Weston Young
Chief Administrative Officer

(SEAL)
Joseph M. Mitrecic, President

Witness:

DEVELOPER

(Print Name)

Nick Hammonds, Authorized Person

(SEAL)
Signature

LANDINGS-SMALL PROJECT AG (5/6/22)



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
FROM: Dallas Baker, P.E., Director of Public Works
DATE: May 9, 2022
SUBJ: Facility Dude/Brightly Software Renewal

Public Works is requesting Commissioner approval to renew Maintenance Division's work order and inventory program for three-years, totaling \$66,181.83. This three-year agreement saves \$9,003.12 from the past one-year contract agreements. Historically, Dude Solutions has charged a 5% increase each year. This new contract does not, instead the following fee structure will be followed:

- FY23, \$17,886.98 (a 25% discount on the normal annual cost of \$23,849.31);
- FY24, \$23,849.31 (holding the FY23 price); and
- FY25, \$24, 445.54 (only a 2.5% increase).

Funding for this item typically comes from account 100.1201.6130.035 and the FY23 budget includes \$23,850 for the work order software. Dude Solutions has agreed that payment for the FY23 renewal will not be submitted to them until after July 1, 2022.

The Facilities Condition Assessment (FCA) agreement signed in July 2021 (FY22), included a work order/inventory program renewal price guarantee for FY23 of \$23,849.31. However, the FCA has been taking quite some time to complete and the entire upgrade is behind its scheduled implementation. Maintenance Division negotiated with Dude Solutions, now "Brightly Software" for concessions on services we have not received along with a multi-year agreement. Brightly has agreed and is offering the discounts along with a multi-year contract.

Maintenance Division uses this program for all work orders, building repairs and custodial product deliveries and has amassed a total of 49,035 work orders. This program is instrumental in Maintenance's daily operations in keeping track of all facility repairs, preventive maintenance and product inventory.

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

Attachment

cc: Chris Clasing
 Michael Hutchinson



PREPARED FOR

Worcester County MD ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 400

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

March 18, 2022



Q-292962

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly, Inc. is dedicated to providing best in class solutions, including the following for Worcester County MD.

Service Term: 36 months (07/01/2022 - 06/30/2025)

Services		
Year 1	Annual period beginning	Investment
Asset Essentials Core Plus	7/1/2022	10,436.30 USD
Capital Predictor Enterprise	7/1/2022	7,450.69 USD
Total:		17,886.98 USD
Year 2	Annual period beginning	Investment
Asset Essentials Core Plus	7/1/2023	13,915.06 USD
Capital Predictor Enterprise	7/1/2023	9,934.25 USD
Total:		23,849.31 USD
Year 3	Annual period beginning	Investment
Asset Essentials Core Plus	7/1/2024	14,262.94 USD
Capital Predictor Enterprise	7/1/2024	10,182.61 USD
Total:		24,445.54 USD

*Your Sourcewell discount has been applied.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST. (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be



determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-292962 on any applicable purchase order and email to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-292962

March 18, 2022, 12:04:48 PM

Accepted by:

Printed Name

Signed Name

Title

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 "RJM", written over the name Robert J. Mitchell.

Subject: Request for Use of Encumbered Funds
Selsey Road Property Recordation

Date: 5/9/22

As you are aware, Worcester County was awarded funding from Maryland's Department of Natural Resources (DNR), Chesapeake and Coastal Division, for a Community Resilience Grant to assist with coastal impacts of climate-related hazards. The planned restoration is for the Selsey Road area, a part of the larger Cape Isle of Wight community in West Ocean City. This demonstration project is an excellent opportunity to contribute to building coastal storm resiliency within the Cape Isle of Wight community and other local communities.

We have received the last external permits for the construction work submitted after the design work was completed. DNR has funding budgeted for the construction portion of the project in the neighborhood of \$1MM. We have the bid specifications for this work and will be putting this out to bid very soon.

Within the project area, a small portion of land was included with a larger, unbuildable, property south of Selsey Road. This property was listed together within the Maryland State Department of Assessments and Taxation (SDAT) and was liable for a significant sum of back taxes. After working with the owner and their counsel, the County Attorney, SDAT, and the Maryland Coastal Bays Program (MCB), MCB agreed to pay over \$600 in back property taxes so the properties didn't go to tax sale. The owner has committed to a quick claim deed tuning over property to MCB. MCB will be responsible for property taxes once the deed is recorded.

To record the deed, we need to pay recording and other stamp fees totaling \$408.14. MCB has no remaining discretionary funds to pay this amount. We are seeking the County Commissioners' approval to pay these fees so we can get this property transferred so it no longer presents any barriers to the placement of material here to protect the larger Cape Isle of Wight community. The Department of Environmental Program does have encumbered funds to cover the cost for this consultant in a match program for Environmental Conservation Services in Account #100.1702.7180. We have utilized funding from this account in the past.

I would respectfully request at this time that County Commissioners permit the use of funds from Account # 100.1702.7180 to be utilized for the recording of this deed.

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

cc: Candace Savage/Budget Officer



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

DATA RESEARCH DIVISION

CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Joseph Parker, Deputy Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator *DN*
Date: May 9, 2022
RE: Housing Rehabilitation Program Bid Package

.....

Enclosed please find the following bid package:

1. Housing Rehabilitation Bid HVAC– June 13 –Berlin
2. Housing Rehabilitation Bid – June 13 –Berlin

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 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, June 13, 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 HVAC– June 13 –Berlin**" 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 **Davida Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Joyce Pitts**
ADDRESS: **211 Flower St.**
Berlin, MD 21811
TELEPHONE: **410-641-3473**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: June 13, 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 6

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.

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:

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

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 3rd option and enter "0" new employees
- ☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify
- ☐ Attended Pre-bid meeting: ____ 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; Davis Bacon is not required for this project.

**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

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 1(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 **June 13, 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 **Davida 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 HVAC– June 13 – Berlin"**. 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

BID FORM

***must be signed to be valid**

**Property of Joyce Pitts
211 Flower St.
Berlin, MD 21811**

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)

HVAC license #

Exp. Date

PROJECT: JOYCE PITTS

DATE: 05-09-2022

ADDRESS: 211 Flower St.

BERLIN, MD 21811

PHONE: 410-641-3473

SCOPE OF WORK

A: PROVIDE AND INSTALL COMPLETE NEW HVAC SYSTEM:

Remove existing exterior "pack" unit and all supply and return ductwork. Provide and install new contractor grade, properly sized heat pump system with air handler, condensing unit, programmable thermostat, and all necessary supply and return system ductwork and filters. System is to be Energy Star rated, minimum 16 SEER, and sized in accordance with the ACCA's manual J or other recognized methodology. Data for heat load/loss calculations shall be based on post rehabilitation conditions. System is to be capable of heating the interior to 78 F when the exterior temperature is 0 F, in all habitable and essential rooms.

Clean up and haul away all old equipment and ductwork as well as any construction debris remaining.

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBERS: _____ OFFICE: _____ CELL: _____

MHIC#: _____ EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

I have reviewed the above specifications and hereby accept as written.

Owner Date

**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 form 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

V. REHABILITATION ACTIVITIES

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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.

HVAC Contractor List

East Coast Heating & Air
Edward Reddick
8841 Bi-State Blvd.
Delmar, MD 21829
410-430-5878
eddie@eastcoastheatingandair.com

Wicomico Heating & Air
621 E. Railroad Avenue
P.O. Box 1883
Salisbury, MD 21802
410-742-5542
jennifer@wicomicoheatingandair.com

Tom's Refrigeration
112 Payne Avenue
Pocomoke City, MD 21851
410-957-0413
tomsrefrigerationhvac@yahoo.com

Hickman Plumbing, Heating & Air Conditioning
132 Market Street
Pocomoke City, MD 21851
410-957-2459
hickmanhvacp@gmail.com

Timmons Heating & Cooling
9328 Kitts Branch Road
Berlin, MD 21811
443-513-4125

Arctic Heating & Air Conditioning
301 Washington Street
Berlin, MD 21811
410-641-1434
customerservice@arcticheatandair.com

**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 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, June 13, 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 – June 13 –Berlin**" 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: **Joyce Pitts**
 ADDRESS: **211 Flower St.**
Berlin, MD 21811
 TELEPHONE: **410-641-3473**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
 NO QUOTATIONS AFTER: June 13, 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 6

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.

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:

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

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 3rd option and enter "0" new employees
- ☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify
- ☐ Attended Pre-bid meeting: _____ 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; Davis Bacon is not required for this project.

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

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 I(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 I(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 **June 13, 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 **Davida 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 – June 13 – Berlin”**. 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

BID FORM

***must be signed to be valid**

**Property of Joyce Pitts
211 Flower St.
Berlin, MD 21811**

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)

HVAC license # Exp. Date

PROJECT: JOYCE PITTS

DATE: 05-09-2022

ADDRESS: 211 Flower St.

BERLIN, MD 21811

PHONE: 410-641-3473

SCOPE OF WORK

A. REPLACE GLASS AND TWO SASHES IN FRONT WINDOW:

Remove existing broken glass. Replace glass and sashes (top and bottom) in 2 windows. Low E insulated glass to meet current Energy Star requirements.

PRICE: _____

B. BI-FOLD DOOR REPAIR

Replace top hardware of left-side laundry closet door.

PRICE: _____

C. SMOKE DETECTORS HARD WIRED

Install 4 hard wired smoke detectors according to code requirements. If hard wiring new units, results in a hardship for labor or work required, battery units will be sufficient.

PRICE: _____

Clean up and haul away all old materials and any construction debris remaining.

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBERS: _____ OFFICE: _____ CELL: _____

MHIC#: _____ EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

I have reviewed the above specifications and hereby accept as written.

Owner Date

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 form 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 FormIn 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
jjfranzetti@gmail.com

Barmar Construction, LLC
714 Hills Point Road
Cambridge, MD 21613
410-901-2304
barmarconstruct@aol.com

Beach Construction Company
11555 Quillin Way
Berlin, MD 21811
443-880-3473
410-641-8590
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

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

Covenant Contractors
10522 Jones Road
Berlin, MD 21811
covenant_contractors@yahoo.com
410-629-1815

CONTRACTORS

Colossal Contractors
Attn: Kim Crawford
4601 Sandy Spring Road
Burtonsville, MD 20866
301-476-9060
info@colossalcontractors.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

Barone Built, Inc.
David Barone
27320 Cash Corner Road
Crisfield, MD 21817
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
410-860-1613

Don Layman
A Right Angle Construction
302 15th Street
Pocomoke City, MD 21851
410-937-8485
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
themyersgrouppllc@aol.com

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

Peeples 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



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director, Development Review and Permitting JKK
DATE: May 9, 2022
RE: Request to Schedule Public Hearing – Triple Crown Estates Residential Planned Community (RPC)

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with an amendment to the Step I plan associated with the Triple Crown Estates Residential Planned Community (RPC) floating zone to add another 30 single-family lots to the development. The Planning Commission reviewed the project at its meeting on Thursday, May 5, 2022 and provided a favorable recommendation to the requested amendment. A draft public hearing notice is attached, and an electronic version has been forwarded to your office as well.

The RPC is currently approved for 30 single-family dwelling lots. It is located at the southerly terminus of King Richard Road, north of Gum Point Road, and is proposed to be incorporated into the Ocean Pines subdivision.

Kristen Tremblay, AICP, Zoning Administrator, is preparing the written findings of fact and recommendation on the Planning Commission's behalf and a copy will be forwarded to the County Commissioners' Office as soon as it is complete.

If you have any questions, or need any further clarification, please do not hesitate to contact me. As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

NOTICE OF PUBLIC HEARING
FOR
AMENDMENT TO A
RESIDENTIAL PLANNED COMMUNITY (RPC)

TRIPLE CROWN ESTATES RPC
NORTHERLY SIDE OF GUM POINT ROAD
EAST OF PREAKNESS DRIVE

THIRD TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, application has been filed with the Worcester County Commissioners by Triple Crown Estates, LLC to amend a Residential Planned Community (RPC) on property located at the southerly terminus of King Richard Road, north of Gum Point Road. Located in the Third Tax District of Worcester County, Maryland, the property is designated on Tax Map 21 as Parcels 74 and 322. The Planning Commission reviewed the amended RPC application at its meeting on May 5, 2022 and has given a favorable recommendation.

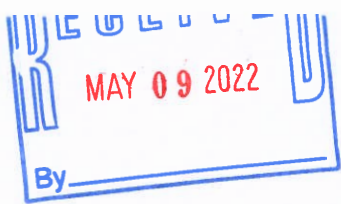
Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING
ON
TUESDAY, _____
AT _____
COUNTY COMMISSIONERS' OFFICE
ROOM 1101 - GOVERNMENT CENTER
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At the public hearing, the County Commissioners will consider the amended RPC and the recommendation of the Planning Commission, any proposed restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being developed and the advisability of reserving the power and authority to approve or disapprove the design of building, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

All applicable materials will be entered into record at the public hearing and are available for inspection at the Department of Development, Review and Permitting, Government Center Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

Joseph M. Mitrecic, President



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director, Development, Review and Permitting *Jkh*
Date: May 9, 2022
Re: Rezoning Case No. 434 – Raynes Land Holdings LLC, Applicant, Hugh Cropper IV,
Esquire, Attorney for the Applicant

.....

I am requesting that the Worcester County Commissioners schedule the required Public Hearing associated with Rezoning Case No. 434. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 434, seeking to rezone approximately 105.12 acres of land located on the west side of Downs Road and the north side of Worcester Highway (US 113), northeast of Newark, from A-1 Agricultural District to A-2 Agricultural District. The case was reviewed by the Planning Commission at its meeting on May 5, 2022 and was given a favorable recommendation. A copy of the Planning Commission's written Findings of Fact and Recommendation is also attached.

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

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

Attachments

cc: Gary Pusey, Deputy Director

NOTICE
OF
PROPOSED CHANGE IN ZONING

WEST SIDE OF DOWNS ROAD AND NORTH SIDE OF WORCESTER HIGHWAY (US 113)
NORTHEAST OF NEWARK

FOURTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 434 has been filed by Hugh Cropper, IV on behalf of Raynes Land Holdings LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 105.12 acres of land located on the west side of Downs Road and the north side of Worcester Highway (US 113), northeast of Newark in the Fourth Tax District of Worcester County, Maryland, from A-1 Agricultural District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

Pursuant to Sections 1-113 and 1-114 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING

on

TUESDAY, _____

AT _____

IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 434 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 434 and the Planning Commission's recommendation, which will be entered into record at the public hearing, are on file and available to view electronically by contacting the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863 Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays), at (410) 632-1200 as well as at www.co.worcester.md.us.

Joseph M. Mitrecic, President

**PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION**

REZONING CASE NO. 434

APPLICANT:

**Raynes Land Holdings, LLC
8933 Logtown Road
Berlin, Maryland 21811**

ATTORNEY FOR THE APPLICANT:

**Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842**

May 5, 2022

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 434, filed on September 29, 2021.
- B. APPLICANT: Raynes Land Holdings, LLC
8933 Logtown Road
Berlin, Maryland 21811

APPLICANT'S
ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 40 – Parcel 180 - Tax District 4
- D. SIZE: The petitioned area is 105.12 acres in size.
- E. LOCATION: The petitioned area is located on the west side of Downs Road and the north side of Worcester Highway (U.S. 113), northeast of Newark.
- F. CURRENT USE OF PETITIONED AREA: The property contains an active surface mine (borrow pit), in addition to a residence with accessory structures and tilled land. The excavated area for the surface mine totals approximately 60 acres.
- G. CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.
- H. REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.
- I. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.
- J. SURROUNDING ZONING: All adjoining properties are zoned A-1 Agricultural District. An area of R-1 Rural Residential zoning is located to the south across U.S. 113 along Croppers Island Road and a section of U.S. 113 where existing residences are located. RP Resource Protection zoning is located across U.S. 113 along two tributaries (Bassett Creek and Porter Creek) of Newport Bay.
- K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Agriculture Land Use Category.

- L. WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the property has a designation of a Sewer Service Category of S-6 and a Water Service Category of W-6 (No Planned Service) in the Master Water and Sewerage Plan.
- M. ROAD ACCESS: The petitioned area has frontage on U.S. 113 and Downs Road, with access provided from Downs Road.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Frank G. Lynch, Jr., surveyor, Chris McCabe, environmental consultant, and Sean Rayne, property owner, were present for the review. Mr. Cropper testified that the application filed for this rezoning request stated that the justification for a rezoning was based upon both a mistake in the existing zoning and a change in the character of the neighborhood, but he was amending the application to remove reference to the "change" so that the rezoning will be based solely on a mistake in the existing zoning.

Mr. Cropper distributed the zoning map (Exhibit #1) that was included in the staff report to each Commission member, and pointed out that the property was currently zoned A-1 Agricultural. He stated that the site was approved for a borrow pit and the property has been almost completely excavated, to the point that there was limited land available for future uses, and in particular for uses allowed in the A-1 District which pertain primarily to agriculture and forestry which typically require larger properties. He then distributed copies of the text of the A-1 District from the zoning code (Exhibit #2). He stated that the purpose of this district, as written in the Code, is to preserve and protect the County's farms and forestry operations, and that this property does not have either of these uses and the district's intent does not align with the characteristics of this property. He then distributed copies of the text of the A-2 District from the zoning code (Exhibit #3), and noted that the purpose of this district is to foster the County's agricultural heritage while also accommodating compatible uses of a commercial nature that require large tracts of land. He summarized some of the allowable uses in the A-2 District, and stated that the uses in the A-1 District were focused on agriculture and timbering, while the A-2 uses were more commercial in nature and would be compatible with agriculture and forestry. He stated that A-2 zoning would be more appropriate than A-1 zoning for the subject property, as it is not an agricultural or forested property but instead could be minimally developed in the future for a use that would be compatible with agriculture and forestry. Because of this, he stated it was a mistake to zone the subject property A-1 during the County's comprehensive rezoning in 2009. He provided the Commission with copies of a map (Exhibit #4) showing the subject property in relation to other properties in the immediate neighborhood, and stated that in addition to arguing

“mistake,” the applicant initially believed a change in the character of the neighborhood also existed that would justify a rezoning. Although he was amending the application to no longer argue “change,” he pointed out on the map that residential growth has occurred along Cropper Island Road in their identified “neighborhood,” and the Island Resort Cooperative Campground has also experienced growth. Mr. Cropper entered into the record a copy of a zoning permit for this project that approved an expansion of 34 additional campsites in 2020 (Exhibit #5).

Mr. Cropper introduced his first witness, Frank G. Lynch, Jr., land surveyor. Mr. Lynch stated he believes the A-2 zoning is more appropriate for this property based on the uses allowed in this district. He also noted that the A-2 zoning is in accordance with the recommendation of the County’s Land Use Plan that this property be designated for Agriculture use. He stated he believed the current A-1 zoning was a mistake, as the borrow pit was in existence in 2009 when the County’s last comprehensive rezoning occurred, and keeping the A-1 zoning in place resulted in no future uses being feasible for this property since the borrow pit utilized most of the property, leaving little vacant land for anything else.

Mr. Cropper introduced his second witness, Chris McCabe, environmental consultant and owner of Coastal Compliance Solutions, LLC. Mr. McCabe stated he believed keeping the A-1 zoning during the 2009 comprehensive rezoning was a mistake. He noted that the borrow pit was approved in 2004 and was in operation in 2009 when the County undertook its most recent comprehensive rezoning. He stated it would have been more appropriate at that time to zone the property A-2 as that would allow some additional future use on the property once the borrow pit was completed. He agreed that the A-2 zoning was in accordance with the recommendations of the County’s land use plan and the plan’s narrative, which recommends limiting rural development in agricultural areas to uses that are compatible with agriculture and forestry, and he stated the uses in the A-2 District are designed to be compatible with agriculture and forestry.

In closing, Mr. Cropper stated that the subject property is more consistent with the A-2 Agricultural District than the current A-1 Agricultural District zoning. He noted that virtually nothing else can be done with this property due to the borrow pit covering the majority of the property, and a rezoning to A-2 will allow at least some limited future development. He noted that this property is at the intersection of two roads, with one being a major highway, and has excellent access. He stated that the uses allowed in the A-2 District are compatible with the surrounding area, and is also compatible with agriculture and forestry which are the emphasis of the A-1 District. He summarized that population change in the area has been minimal although there has been some residential development along Cropper island Road; there will be no impact on public facilities or transportation patterns if this rezoning is approved; the A-2 District is compatible with existing development

and environmental conditions in the area; and the A-2 District is in accordance with the agricultural land use recommendation of the Comprehensive Plan and therefore would better meet the objectives of the Plan.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper amended the application to eliminate the argument that a substantial change in the character of the neighborhood had occurred, and was basing his argument for a rezoning solely upon a claim of mistake in the existing zoning, a definition of the neighborhood was not applicable.
- B. Regarding population change: The Planning Commission concluded that although there has been residential development that has occurred along Cropper Island Road, there has been not been a significant change in the population of the vicinity surrounding the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, as public water and sewer is not available to the site. Fire and ambulance service will be available from the Newark Volunteer Fire Company's facility, located approximately two miles from the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately seven miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately ten miles away. The petitioned area is served by the following schools: Buckingham Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning, and any potential development will be minimal due to the existing borrow pit occupying the majority of the property.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on both Downs Road and U.S. 113, with access provided by Downs Road, which is County-maintained. The Commission found that, given limited development potential with this property due to the presence of the borrow pit and the property's location at the intersection of two roadways, future impacts to the transportation patterns arising from the proposed rezoning of the petitioned area will be minimal. The Commission also determined that truck traffic associated with the current borrow pit use will likely be more intensive than traffic generated by potential uses in the A-2 Agricultural District.
- E. Regarding compatibility with existing and proposed development and existing

environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the A-2 Agricultural District allows uses that are intended to foster the County's agricultural heritage while also accommodating compatible uses of a commercial nature that require large tracts of land. The Commission agreed with the Applicant that allowable uses in the A-2 District would be more compatible with surrounding land uses than the existing borrow pit and associated truck traffic. The Commission also found that the subject property is not located in either the Critical Area or in a floodplain. Based on these findings, the Commission determined that the proposed rezoning would be compatible with existing and proposed development in the area, and would not adversely affect environmental conditions in the area.

- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agriculture Land Use category. The Planning Commission determined that the land use plan map does not differentiate between the A-1 and A-2 zoning districts, and that the proposed A-2 zoning would be in conformance with the land use plan map. The Commission also finds that the proposed rezoning would be in accordance with the narrative of the Plan, as it recommends that development in rural areas should be compatible with agriculture and forestry. The Commission notes that the purpose of the A-2 District is to foster the County's agricultural heritage while also accommodating compatible uses, which aligns with the narrative of the Plan for agricultural areas.

IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The property is the location of a borrow pit that was approved in 2004, before the County's comprehensive rezoning in 2009, and the pit has expanded several times through the years. The majority of the property has now been excavated, leaving little remaining land that can be developed with the agricultural and forestry uses allowed in the A-1 District. The A-2 District does allow uses that could still be developed on the property, and as the zoning code states, the purpose of the A-2 District is to allow uses that are compatible with agriculture and forestry while still fostering the County's agricultural heritage. Given the extent of the current borrow pit use of the property that was originally approved in 2004, the Planning Commission finds that it was a mistake to zone the subject property A-1 Agricultural in 2009, and a rezoning to A-2 Agricultural would remedy that mistake and would be a more appropriate zoning designation for this property.

V. RELATED MATERIALS AND ATTACHMENTS

- A. Staff Report with Attachments
- B. Applicant's Exhibit #1 - Zoning Map
- C. Applicant's Exhibit #2 - Text of A-1 Agricultural District from the County Zoning Code
- D. Applicant's Exhibit #3 - Text of A-2 Agricultural District from the County Zoning Code
- E. Applicant's Exhibit #4 – Map of Property and Surrounding Area as the “Neighborhood”
- F. Applicant's Exhibit #5 – Permit Application #20-0424 for Island Resort Cooperative Campground

STAFF REPORT

REZONING CASE NO. 434

PROPERTY OWNER: Raynes Land Holdings LLC
8933 Logtown Road
Berlin, MD 21811

ATTORNEY: Hugh Cropper, IV
9923 Stephen Decatur Highway, D-2
Ocean City, Maryland 21842

TAX MAP/PARCEL INFO: Tax Map 40 – Parcel 180 - Tax District 4

SIZE: The petitioned area is 105.12 acres in size.

LOCATION: The petitioned area is located on the west side of Downs Road and the north side of Worcester Highway (US 113), northeast of Newark.

CURRENT USE OF PETITIONED AREA: The property contains an active surface mine (borrow pit), in addition to a residence with accessory structures and tilled land. The surface mine was initially approved by the Board of Zoning Appeals in 2004 for about 20 acres. Expansions have since been approved in 2009, 2010 and 2017 that will bring the excavated area to a total size of almost 60 acres, not including the setbacks from property lines and buffered areas.

CURRENT ZONING CLASSIFICATION: A-1 Agricultural District.

As defined in the Zoning Code, the intent of this district is to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. The Code also states, in part, that this district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.

REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.

As defined in the Zoning Code, the intent of this district is to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. In addition, this district may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities.

APPLICANT'S BASIS FOR REZONING: The application indicates that (1) there is a mistake in the existing zoning and (2) there has been a change in the character of the neighborhood that justifies the rezoning.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification. The A-1 zoning has remained in place during each subsequent comprehensive rezoning, held in 1978, 1992 and most recently in 2009.

SURROUNDING ZONING: Adjoining properties are also zoned A-1 Agricultural. An area of R-1 Rural Residential zoning is located to the south across US 113 along Croppers Island Road and a section of US 113 where existing residences are located. RP Resource Protection zoning is located across US 113 along two tributaries (Bassett Creek and Porter Creek) of Newport Bay.

As pointed out in the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the nearest A-2 zoning is located east of Berlin along Assateague Road (five miles to the north). Another area of A-2 zoning is located near Snow Hill (11 miles to the south).

COMPREHENSIVE PLAN:

The County's Comprehensive Plan was adopted by the County Commissioners on March 7, 2006, and is intended to be a general guide for future development in the County. Whether a proposed rezoning is compatible with the recommendations of the Comprehensive Plan is one of the criteria that is considered in all rezoning requests, as listed in Section 1-113(c)3 of the Zoning Ordinance and as summarized at the end of this Staff Report.

According to Chapter 2 – Land Use of the Comprehensive Plan and the associated land use map, the petitioned area lies within the Agriculture Land Use Category. With regard to the Agriculture Land Use Category, the Comprehensive Plan states the following:

“The importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county's way of life. . . . The county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses. . . . Residential and other conflicting land uses, although permitted, are discouraged. . . . Also as a general policy, the practice of not rezoning agricultural land for other uses should continue.”
(Page 18)

Pertinent objectives cited in Chapter 2 – Land Use state the following:

2. Continue the dominance of agriculture and forestry uses throughout the county's less developed regions.
4. Provide for appropriate residential, commercial, institutional, and industrial uses.

5. Locate new development in or near existing population centers and within planned growth centers.
8. Regulate development to minimize consumption of land, while continuing the county's rural and coastal character.
9. Minimize conflicts among land uses due to noise, smoke, dust, odors, lighting, and heavy traffic.
11. Set high environmental standards for new development, especially in designated growth areas.
19. Limit rural development to uses compatible with agriculture and forestry.

(Pages 12 & 13)

The majority of the surrounding area is also designated as "Agriculture" on the Land Use Plan; the only exceptions are an area designated "Existing Developed Area" that recognizes existing residences along Croppers Island Road and a portion of US 113; and land designated "Green Infrastructure" to the east along two tributaries (Bassett Creek and Porter Creek) of Newport Bay.

In Chapter 7 – Transportation, the Plan states that the County's highest transportation project priority is the complete dualization of US 113, and since the Plan's adoption in 2006, this project has been completed. The subject property has frontage on US 113, but access is provided from Downs Road.

Chapter 7 includes a section on US 113 and identifies it as a Multilane and Two Lane Divided Primary Highway/Arterial Highway and contains the following recommendations (Page 85):

- Complete dualization project from Berlin to south of Snow Hill.
- Implement access control plan to maintain its status as a limited access roadway.
- Complete scenic and transportation corridor planning for remainder of US 113.

The Plan's Transportation element also states that "[t]he county's rural road system continues to have an excellent service record. Local car and truck traffic share this system with farm machinery. On-going maintenance will remain the primary need for these roads. Due to their configuration, rural roads within this plan's growth areas will require improvements to handle the expected additional traffic." (Page 80)

In this same chapter, under the heading General Recommendations – Roadways, it states the following (page 87):

1. Acceptable Levels of Service—It is this plan's policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.

4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
5. Impacted Intersections--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

WATER AND WASTEWATER: According to the response memo from Mr. Mitchell, the subject property has a designation of a Sewer and Water Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also notes that because the existing borrow pit significantly impacts the property, suitable areas for onsite sewage would need to be located in undisturbed areas in order to build. No comments were received from the County's Public Works Department.

The primary soil types on the petitioned area according to the Worcester County Soil Survey are as follows:

MqA – Mattapex silt loam, severe limitations to on-site wastewater disposal
 NaA – Nassawango fine sandy loam, severe limitations to on-site wastewater disposal
 Ot – Othello silt loam, severe limitations to on-site wastewater disposal
 SaA – Sassafras sandy loam, severe limitations to on-site wastewater disposal

The soils closest to US 113 are better drained, with hydric soils that are more poorly drained located on the northerly end of the property.

EMERGENCY SERVICES: Fire and ambulance service are available from the Newark Volunteer Fire Company, located approximately two miles away. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately seven miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately ten miles away. The Sheriff's Office responded that they had no comments, and no comments were received from the Maryland State Police Barracks.

ROADWAYS AND TRANSPORTATION: The petitioned area has frontage along US 113 and Downs Road, with access provided from Downs Road. US 113 is state-owned and -maintained while Downs Road is county-maintained. No comments were received from the State Highway Administration or the County Roads Department.

SCHOOLS: The petitioned area is within Zone 4 of the Worcester County Public School Zones and is served by the following schools: Buckingham Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. No comments were received from the Worcester County Board of Education (WCBOE).

CHESAPEAKE/ATLANTIC COASTAL BAYS CRITICAL AREAS: Mr. Mitchell also notes in his memorandum that the petitioned area is not located within the Atlantic Coastal Bays

Critical Area (ACBCA) and will be subject to the Forest Conservation Law (FCL). He states that the property has not been subject to the FCL previously, but any future project requiring site plan approval, a grading or sediment control permit, or subdivision approval will require compliance with the County's FCL. He also notes that a zoning change from A-1 to A-2 would not change the afforestation/reforestation thresholds when/if the property is further developed to the point that compliance with the FCL is required. Furthermore, he points out that under current regulations surface mining is regulated under State Law and is directly overseen by the MD Dept. of the Environment (MDE).

FLOOD ZONE: The FIRM map (24047C0145H, effective July 16, 2015) indicates that this property is located outside of the floodplain in Zone X (Area of Minimal Flood Hazard).

PRIORITY FUNDING AREA: The petitioned area is not within a designated Priority Funding Area (PFA).

INCORPORATED TOWNS: This property is not within one mile of any incorporated town; Berlin is approximately four miles to the northeast.

ADDITIONAL COMMENTS RECEIVED: N/A

!!**IMPORTANT**!!

THE PLANNING COMMISSION MUST MAKE FINDINGS OF FACT IN EACH SPECIFIC CASE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING MATTERS:

1. What is the applicant's definition of the neighborhood in which the subject property is located? (Not applicable if request is based solely on a claim of mistake in existing zoning.)
2. Does the Planning Commission concur with the applicant's definition of the neighborhood? If not, how does the Planning Commission define the neighborhood?
3. Relating to population change.
4. Relating to availability of public facilities.
5. Relating to present and future transportation patterns.
6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.
7. Relating to compatibility with the Comprehensive Plan.

ITEM 8

8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?
9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

**Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863**

PLEASE TYPE
OR PRINT IN
INK

APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Office Use One - Please Do Not Write In This Space)

Rezoning Case No. 434

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 9/29/2021

Date Reviewed by Planning Commission: _____

I. Application

Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the property owner, contract purchaser, option holder, leasee, or their attorney or agent of the property to be directly affected by the proposed amendment. Check applicable status below:

- A. _____ Governmental Agency
B. _____ Property Owner
C. _____ Contract Purchaser
D. _____ Option Holder
E. _____ Leasee
F. XXX Attorney for B (Insert A, B, C, D, or E)
G. _____ Agent of _____ (Insert A, B, C, D, or E)

II. Legal Description of Property

- A. Tax Map/Zoning Map Number(s): 40
B. Parcel Number(s): 180
C. Lot Number(s), if applicable: _____
D. Tax District Number: 4th

III. Physical Description of Property

- A. Located on the West side of Downs Road.
B. Consisting of a total of 105.12 acres of land.
C. Other descriptive physical features or characteristics necessary to accurately locate the petitioned area:

-
- D. Petitions for map amendments shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps.

IV. Requested Change to Zoning Classification(s)

- A. Existing zoning classification(s): A-1, Agricultural District
(Name and Zoning District)
- B. Acreage of zoning classification(s) in "A" above: 105.12
- C. Requested zoning classification(s): A-2, Agricultural District
(Name and Zoning District)
- D. Acreage of zoning classification(s) in "C" above: 105.12

V. Reasons for Requested Change

The County Commissioners may grant a map amendment based upon a finding that there: (a) has been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

- A. Please list reasons or other information as to why the rezoning change is requested, including whether the request is based upon a claim of change in the character of the neighborhood or a mistake in existing zoning:

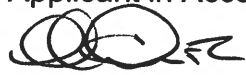
This rezoning is based upon a mistake, and a change in the character of the neighborhood. A more detailed summary is attached.

IV. Filing Information and Required Signatures

- A. Every application shall contain the following information:
1. If the application is made by a person other than the property owner, the application shall be co-signed by the property owner or the property owner's attorney.

2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.
3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.
4. If the applicant is an individual, his/her name and mailing address.
5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.

Signature: 
 Printed Name of Applicant: Hugh Cropper, IV, Attorney for Property Owner
 Mailing Address: 9923 Stephen Decatur Hwy., D-2, Ocean City, MD 21842 Phone Number: 410-4213-2681
 E-Mail: hcropper@bbcmlaw.com
 Date: September 29, 2021

C. Signature of Property Owner in Accordance with VI.A. above
 Signature:  Attorney for Rayne's Land Holdings, LLC
 Printed Name of Owner: Rayne's Land Holdings, LLC
 Mailing Address: 8933 Logtown Road, Berlin, MD 21811
 Phone Number: 410-629-0300
 E-Mail: sean@raynessandandgravel.com
 Date: September 29, 2021

(Please use additional pages and attach to application if more space is required.)

VII. General Information Relating to the Rezoning Process

- A. Applications shall only be accepted from January 1st to January

31st, May 1st to May 31st, and September 1st to September 30th of any calendar year.

- B. Applications for map amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
- C. Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and for the purpose may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgment.

The Planning Commission shall formulate its recommendation on said amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within 90 days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners.

After receiving the recommendation of the Planning Commission concerning any such amendment, and before adopting or denying same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing.

- D. Where the purpose and effect of the proposed amendment is to change the zoning classification of property, the County Commissioners shall make findings of fact in each specific case including but not limited to the following matters:

population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including no adverse impact on waters included on the State's Impaired Waters List or having an established total maximum daily load requirement, the recommendation of the Planning Commission, and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that (a) there a substantial change in the character of the neighborhood where the property is located since the last zoning of the property, or (b) there is a mistake in the existing zoning classification and that a change in zoning would be

more desirable in terms of the objectives of the Comprehensive Plan.

The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth above shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.

- E. No application for map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of the land for which the County Commissioners have denied reclassification within the previous 12 months as measured from the date of the County Commissioners' vote of denial. However, the County Commissioners may grant reasonable continuance for good cause or may allow the applicant to withdraw an application for map amendment at any time, provided that if the request for withdrawal is made after publication of the notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within 12 months following the date of such withdrawal, unless the County Commissioners specify by formal resolution that the time limitation shall not apply.

ATTACHMENT IN SUPPORT OF REZONING APPLICATION

INTRODUCTION

Rayne's Land Holdings, LLC, by its attorney, Hugh Cropper IV, respectfully submits the following in support of its rezoning application:

The subject property is an active Surface Mine, by virtue of proper Worcester County, and State of Maryland (MDE) permits and approvals. By virtue of these approvals, the majority of the property has been excavated, and it is currently a large pond or lake, with a fringe of uplands around the outside.

As such, it is really not capable of being utilized as any of the permitted uses as listed in the A-1, Agricultural District. There is simply not enough land area to grow field crops, harvest crops, conduct a commercial timber operation, etc.

Additionally, the property has direct frontage on Maryland Route 113, with access on Downs Road. The A-2, Zoning District, would provide the property owner with alternative uses, and more flexibility, with respect to the uses of the property.

Absent the rezoning, the property has basically been rendered useless by virtue of approved Surface Mine operation.

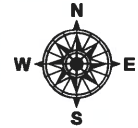
Respectfully submitted,



Hugh Cropper IV
Attorney for Owner Rayne's Land
Holdings, LLC

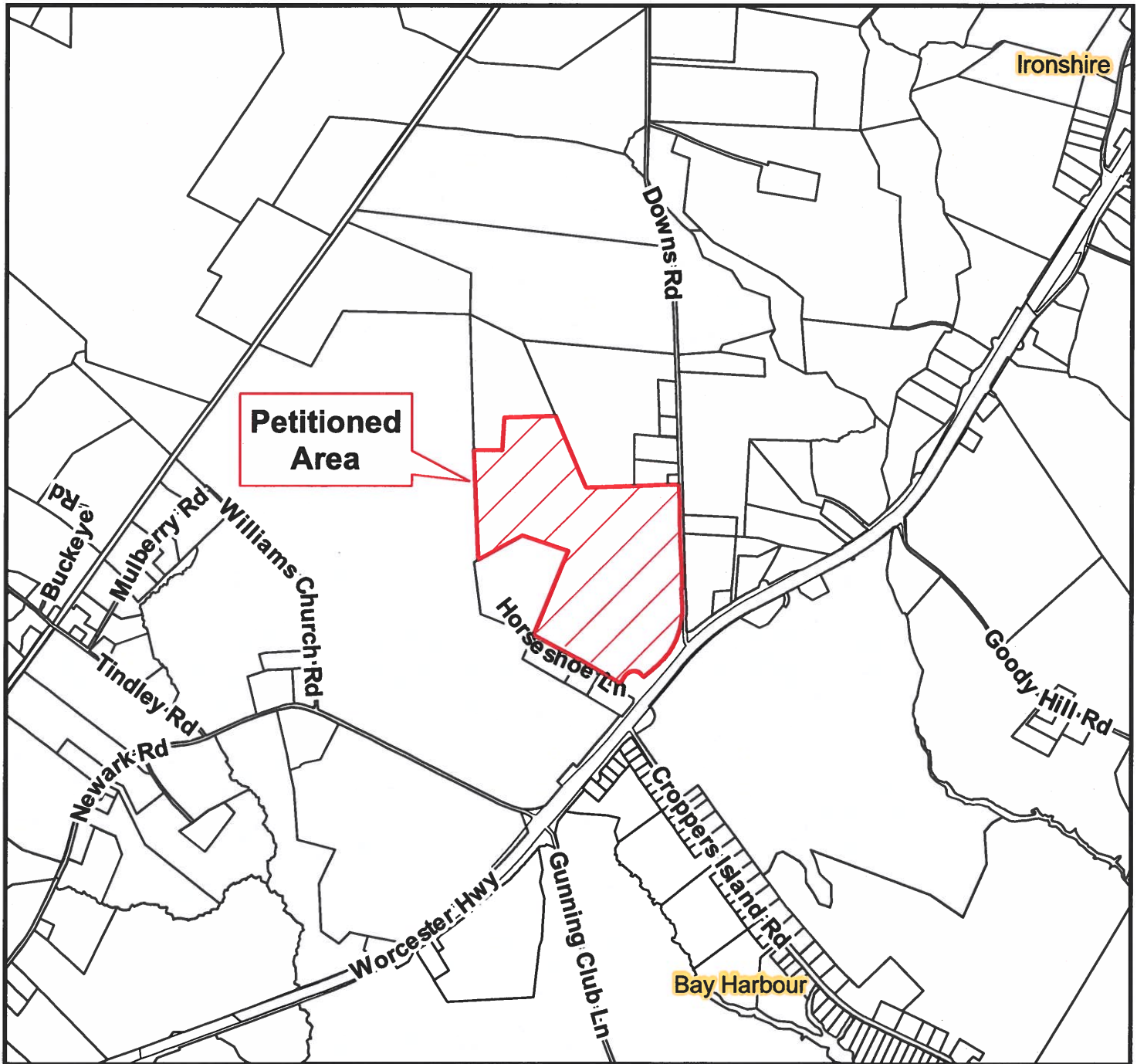


WORCESTER COUNTY, MARYLAND

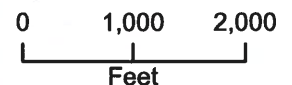


REZONING CASE NO. 434
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 40, Parcel 180

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021



Source: Worcester County GIS Data Layers

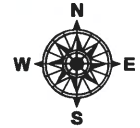
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK



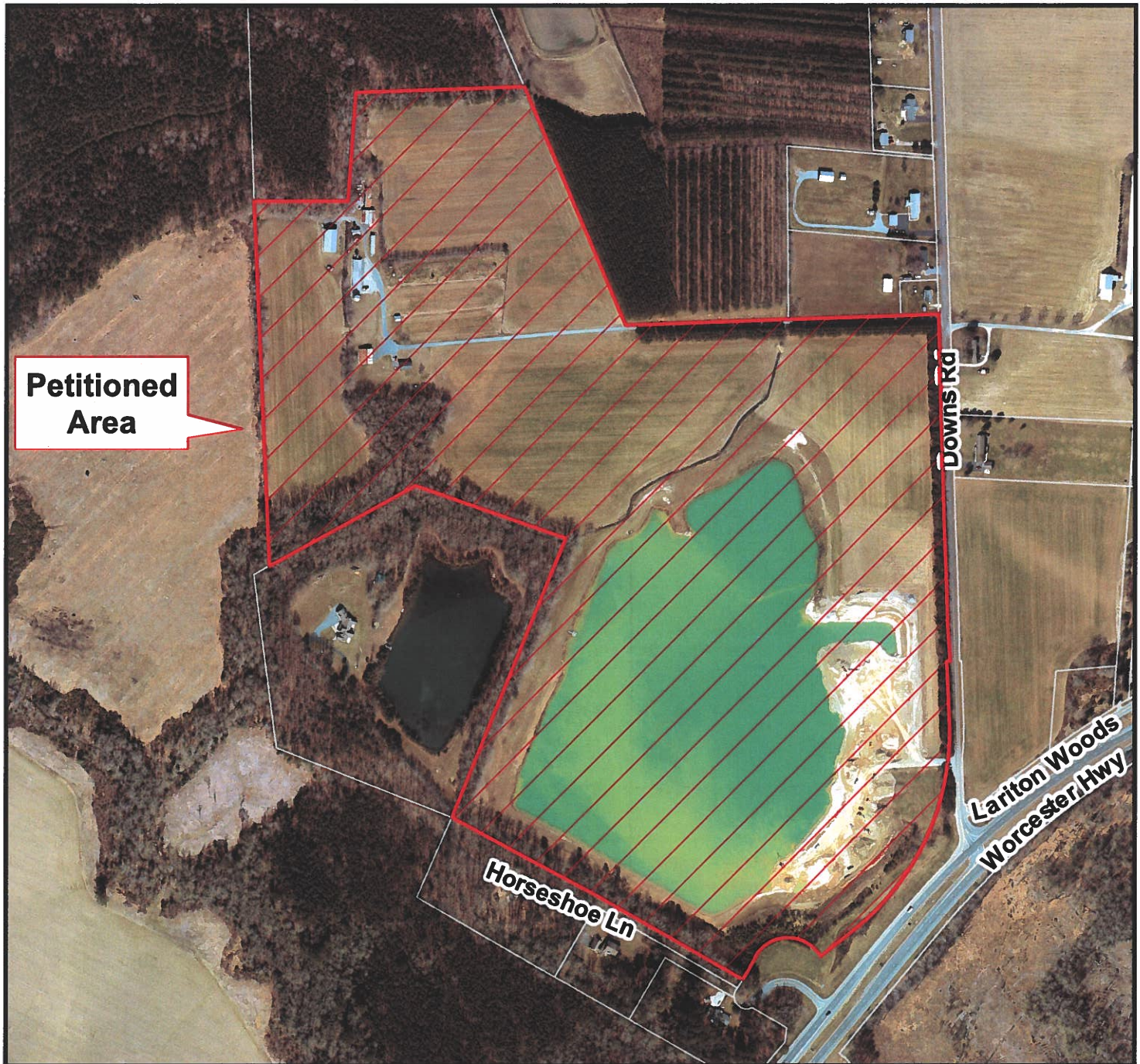
WORCESTER COUNTY, MARYLAND

ITEM 8



REZONING CASE NO. 434
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 40, Parcel 180

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

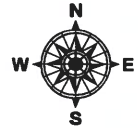
Source: Worcester County GIS Data Layers: 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

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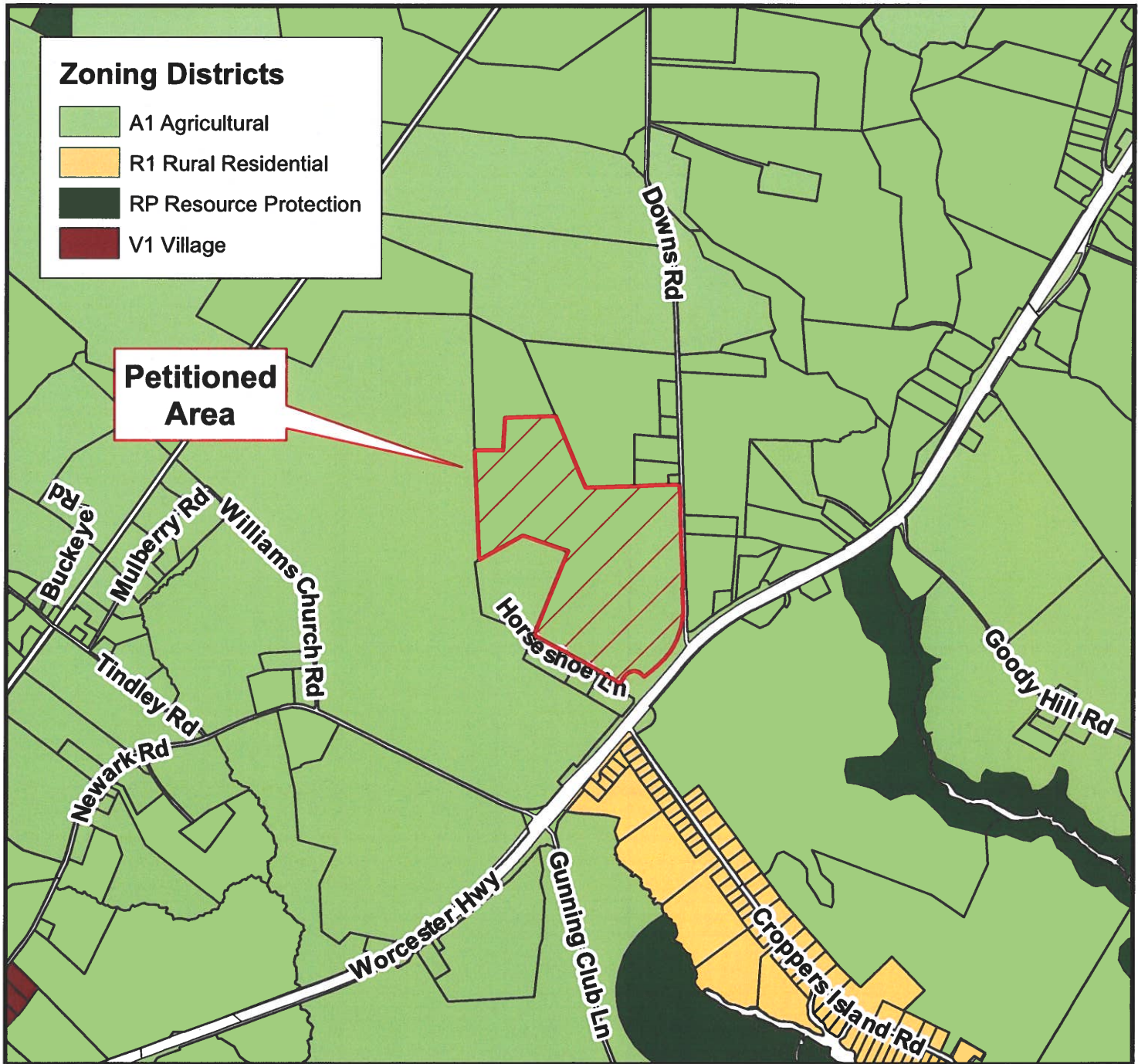


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 434
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 40, Parcel 180

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

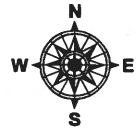
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Source: Worcester County GIS Data Layers: 2019 Aerial Imagery, 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

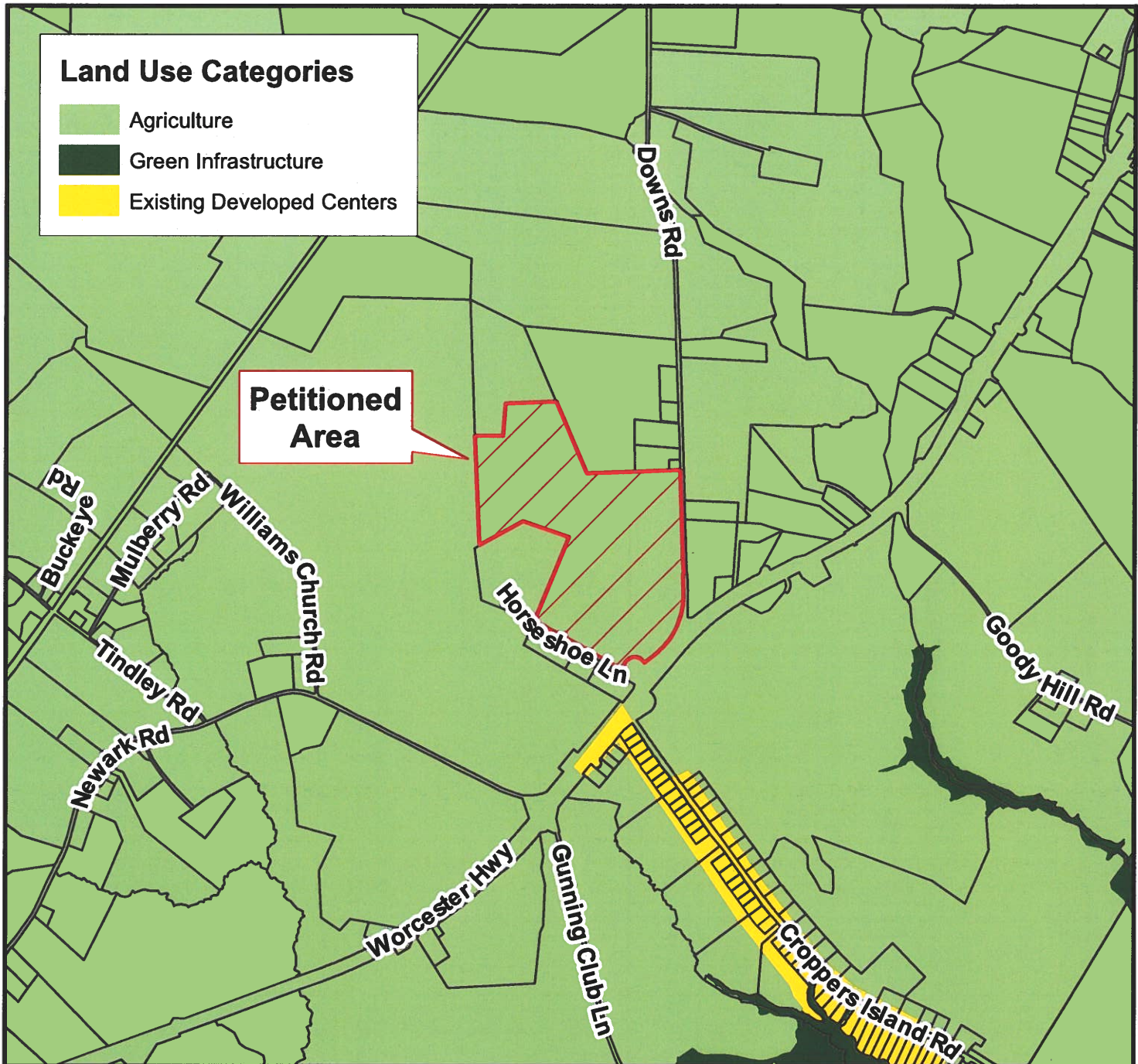


WORCESTER COUNTY, MARYLAND

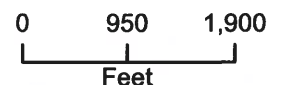


REZONING CASE NO. 434
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 40, Parcel 180

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

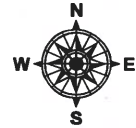


Source: Worcester County GIS Data Layers: 2006 Official Land Use Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

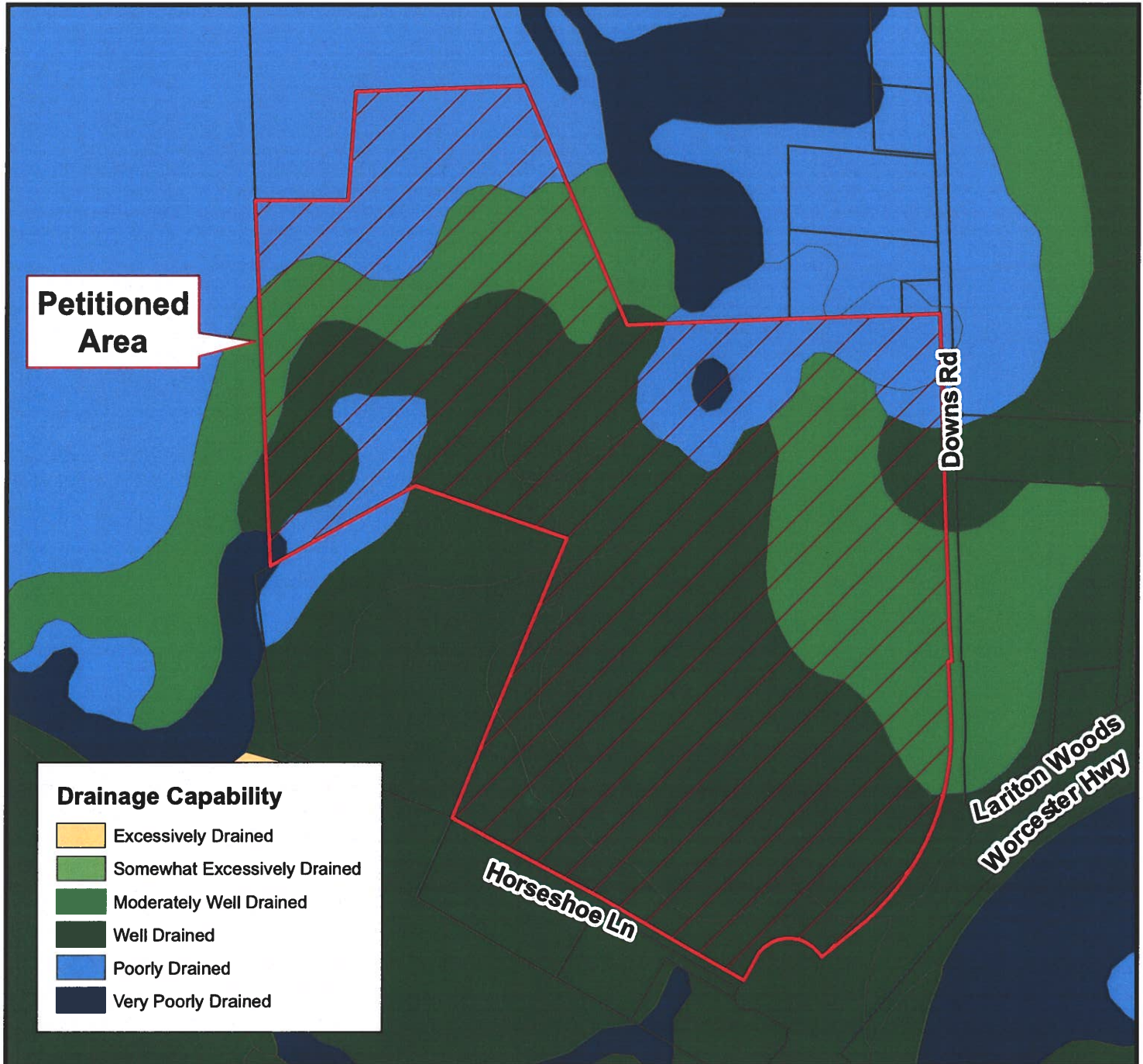


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 434
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 40, Parcel 180

SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

0 300 600
Feet

Source: Worcester County GIS Data Layers: 2007 Soil Survey

Drawn By: KLH Reviewed By: JKK

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

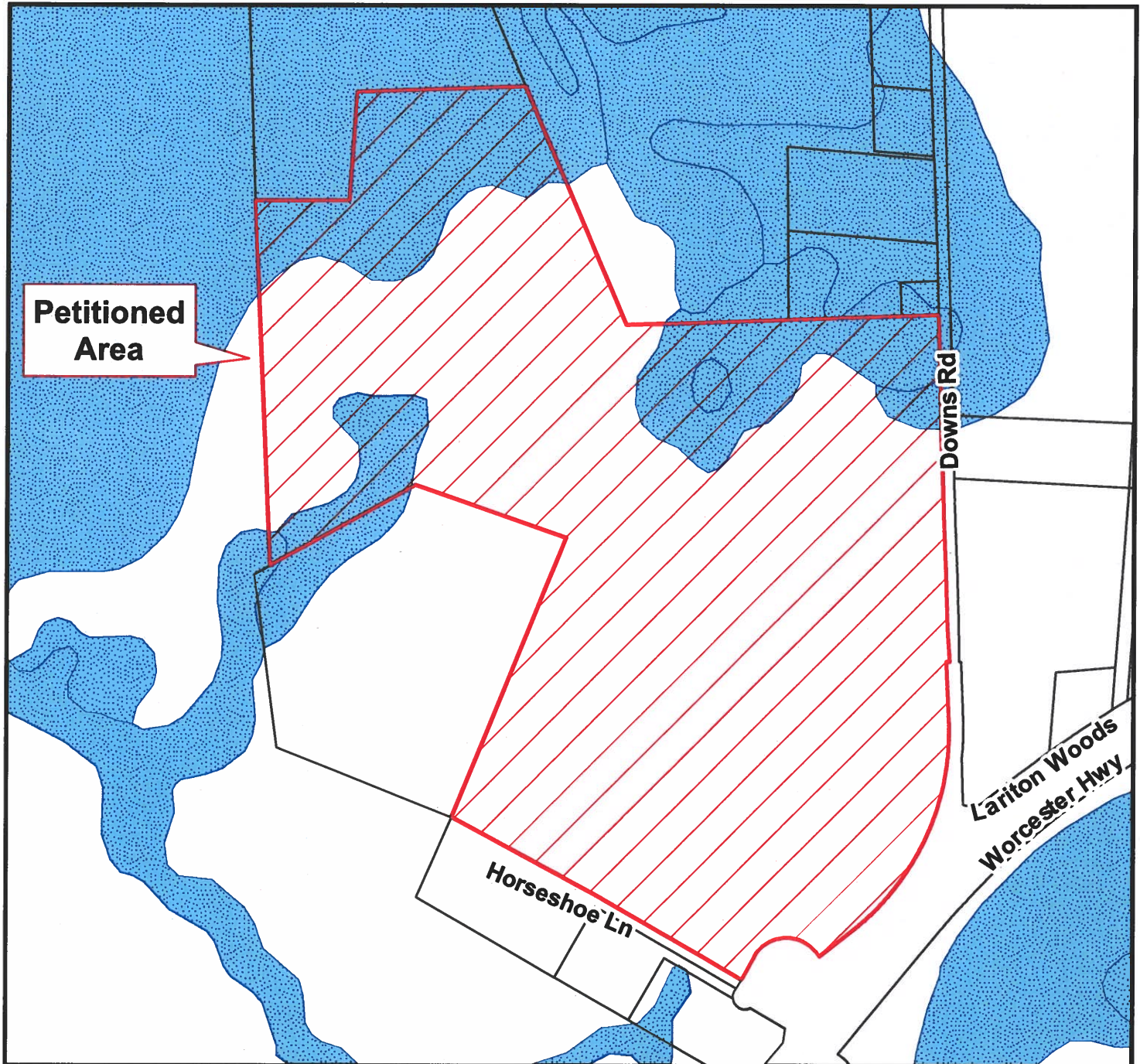


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 434
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 40, Parcel 180

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

0 300 600
Feet

Source: Worcester County GIS Data Layers: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.


Drawn By: KLH Reviewed By: JKK



Worcester County
Department of Environmental Programs

Memorandum

To: Gary Pusey, Deputy Director, DDRP

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

Subject: EP Staff Comments on Rezoning Case No. 434
Worcester County Tax Map 40, Parcel 180
Reclassify approximately 105.12 Total Acres of
A-1 Agricultural District to A-2 Agricultural District

Date: 11/15/21

This response to your request for comments is prepared for the map amendment application associated with the above referenced property. The Worcester County *Zoning and Subdivision Control Article*, Section ZS1-113(c)(3), states that the applicant must affirmatively demonstrate that there has been a substantial change in the character of the neighborhood since the last zoning of the property or that a mistake has been made in the existing zoning classification. The application argues that there was a mistake in the Comprehensive Rezoning that was approved by the County Commissioners on November 3, 2009, and also notes a change in the character of the neighborhood. The Code requires that the Commissioners find that the proposed "change in zoning" would be more desirable in terms of the objectives of the *Comprehensive Plan*.

The Department of Environmental Programs has the following comments:

1. This property has an agricultural land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan*). The Agricultural land use designation is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. It is expected that residential and other conflicting land uses although permitted, are discouraged within this district. The adjacent properties to the north, south and west, are entirely covered within an Agricultural land use district.

Citizens and Government Working Together

2. The existing property is improved with a surface mine at this time. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan*. Since the property is significantly impacted, suitable areas for onsite sewage would need to be located in undisturbed to build.
3. This rezoning is located outside the Atlantic Coastal Bays Critical Area (ACBCA) and will be subject to the Forest Conservation Law (FCL). The property has not been subject to the FCL, however, any project requiring site plan approval, a grading or sediment control permit, or subdivision approval will require compliance with the Worcester County Forest Conservation Law. A zoning change from A-1 to A-2 would not change the afforestation/reforestation thresholds when/if the property is further developed to the point that compliance with the FCL is required. Under current regulations, per NR 1-403(b)(10), surface mining is regulated under State Law and directly overseen by the Maryland Department of Natural Resources.
4. This property is plainly within the A-1 zoning district. One would have to travel five miles to the north and 11.5 miles to the south to find A-2 zoning designations. Those properties are adjacent to incorporated towns, within growth areas or adjacent to transitory residential zoning densities outside the towns. Additional flexibility is not a reason to change the zoning classification for a property so clearly in concert with the A-1 district. Surface mines are allowed in this district and have become ponds when they cease operations. Allowing uses inconsistent with A-1 would not be appropriate here.

If you have any questions on these comments, please do not hesitate to contact me.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1201

SNOW HILL, MARYLAND 21863

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMO

TO: Robert Mitchell, Director, Worcester County Environmental Programs
 Billy Birch, Director, Worcester County Emergency Services
 Matthew Crisafulli, Sheriff, Worcester County Sheriff's Office
 Dallas Baker, P.E., Director, Worcester County Public Works Department
 John Ross, P.E., Deputy Director, Worcester County Public Works Department
 Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
 Jeff McMahon, Fire Marshal, Worcester County Fire Marshal's Office
 Melanie Pursel, Director of Tourism & Economic Development
 Louis H. Taylor, Superintendent, Worcester County Board of Education
 James Meredith, District Engineer, Maryland State Highway Administration
 Lt. Earl W. Starnes, Commander, Barracks V, Maryland State Police
 Rebecca L. Jones, Health Officer, Worcester County Health Department
 Rob Clarke, State Forester, Maryland Forest Services
 Nelson D. Brice, District Conservationist, Worcester County Natural Resources Conservation Service
 Robert Rhode, Fire Chief, Berlin Volunteer Fire Department
 Steve Orth, Fire Chief, Newark Volunteer Fire Department

FROM: Jennifer K. Keener, Director

JKK

DATE: October 4, 2021

RE: Rezoning Case No. 434- Raynes Land Holdings, LLC, Property Owner and Hugh Cropper, IV, Attorney- West side of Downs Road

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application on December 2, 2021. This application seeks to rezone approximately 105.12 acres of land shown on Tax Map 40 as Parcel 180, from A-1 Agricultural District to A-2 Agricultural District. Uses allowed in the District include, but are not limited to,

Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers, etc.

For your reference I have attached a copy of the rezoning application and location and zoning maps showing the property petitioned for rezoning.

The Planning Commission would appreciate any comments you or your designee might offer with regard to the effect that this application and potential subsequent development of the site may have on plans, facilities, or services for which **your** agency is responsible **by NOVEMBER 17, 2021**. Your response is requested even if you determine that the proposed rezoning **will have no effect** on your agency, that the application is compatible with your agency's plans, that your agency has or will have adequate facilities and resources to serve the proposed rezoning and its subsequent land uses. ***If no comments are received, we will document such and assume that you have no objection to the Planning Commission stating this information in its report to the Worcester County Commissioners.***

Effective October 8, 2021, Gary Pusey will be joining our team as the Deputy Director for the Department of Development, Review and Permitting. You may submit all comments to him for preparation of the staff report after that date.

If you have any questions or require further information, please do not hesitate to call this office or email me at jkkeener@co.worcester.md.us or Gary Pusey, Deputy Director at gpusey@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

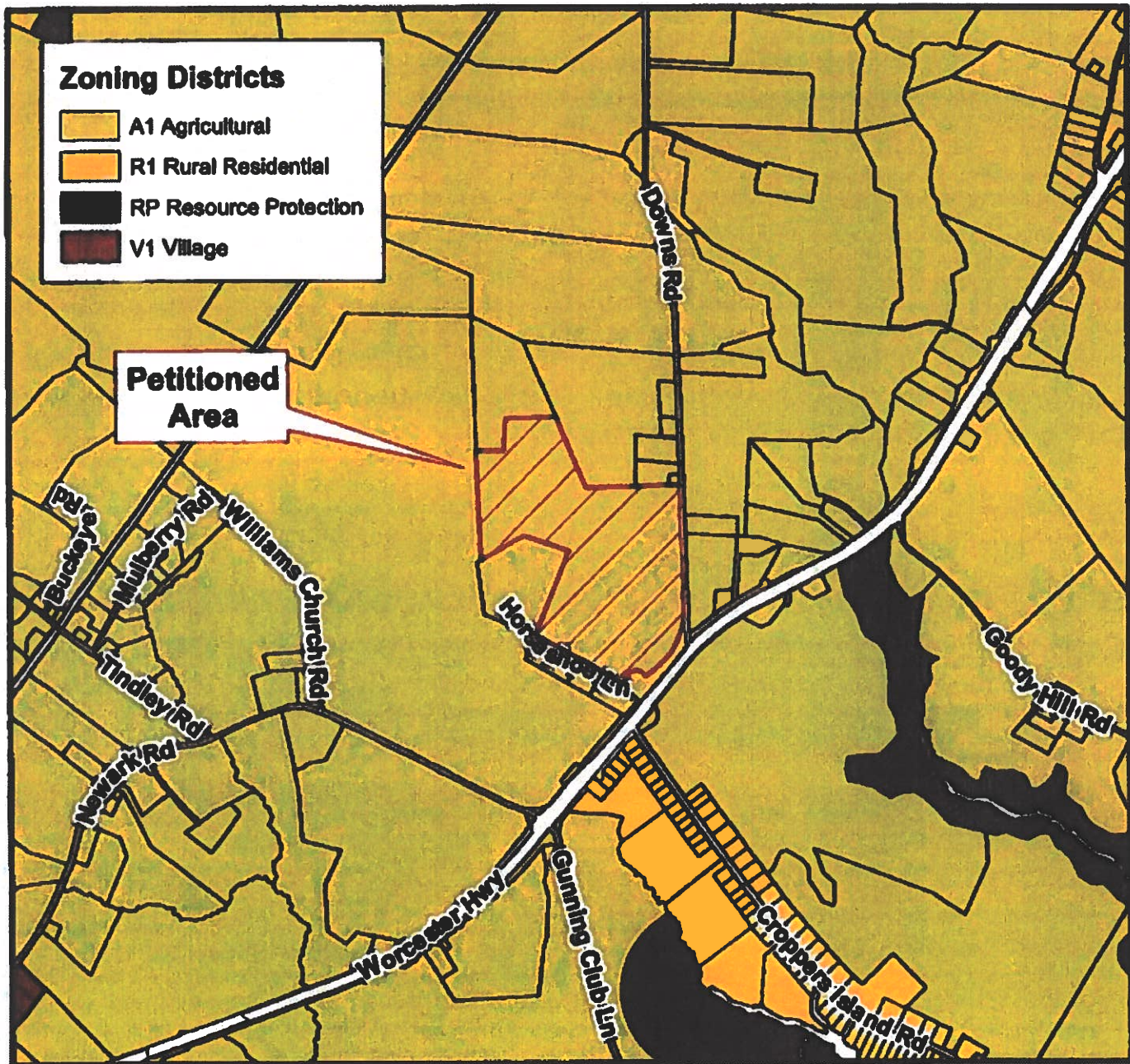


WORCESTER COUNTY, MARYLAND



REZONING CASE NO. 434
A-1 Agricultural District to A-2 Agricultural District
Tax Map: 40, Parcel 180

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared October 2021

0 1,000 2,000
 Feet

Source: Worcester County GIS Data Layers: 2019 Aerial Imagery, 2009 Official Zoning Map
 This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: JKK

Worcester County, MD
Wednesday, May 4, 2022

Subtitle ZS1:II. Primary District Regulations

§ ZS 1-201. A-1 Agricultural District.

- (a) Purpose and intent. This district is intended to preserve, encourage and protect the County's farms and forestry operations and their economic productivity and to ensure that agricultural and forestry enterprises will continue to have the necessary flexibility to adjust their production as economic conditions change. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare. This district is also intended to protect the land base resources for the County's agricultural and forestry industries from the disruptive effects of major subdivision or nonagricultural commercialization.
- (b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-1 District:
- (1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.
[Amended 4-25-2017 by Bill No. 17-3]
 - (2) Poultry operations subject to the provisions of § ZS 1-349 hereof.
[Amended 4-25-2017 by Bill No. 17-3⁽¹⁾]
[1] *Editor's Note: This bill also redesignated former Subsection (b)(2) through (17) as Subsection (b)(3) through (18).*
 - (3) Aquaculture. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.
 - (4) Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. Processed agricultural and seafood products may also be sold, provided such sales are incidental to the sales of fresh products. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-325 and 1-322 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
 - (5) Single-family dwellings. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

- (6) Manufactured homes in accordance with § ZS 1-314(a) hereof. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.
 - (7) Minor subdivisions in accordance with the provisions of § ZS 1-311 hereof.
 - (8) Rural cluster subdivisions in accordance with the provisions of § ZS 1-308 hereof.
 - (9) Divisions of land for agricultural purposes in accordance with the provisions of § ZS 1-311(b) (4).
 - (10) Public and private conservation areas, including wildlife reservations, arboretums and demonstration forests. Minimum lot requirements shall apply for buildings only and shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.
 - (11) Private noncommercial cabins, tents, recreational vehicles or manufactured or mobile homes for seasonal and not permanent or year-round occupancy. Minimum lot requirements shall be: lot area, five acres; lot area per cabin, tent, recreational vehicle or manufactured or mobile home, five acres, limited to not more than five such units; lot width, four hundred feet; front yard setback, one hundred feet [see § ZS 1-305(b) hereof]; each side yard setback, one hundred feet; and rear yard setback, one hundred feet. Such structures need not be located on a lot which abuts upon a road but are subject to Department of the Environment approval.
 - (12) Fishing, trapping, hunting, hunting blinds and wildlife observation structures. No lot requirements shall apply.
 - (13) Landing strips in accordance with the provisions of § ZS 1-345(a), Subsection (2) of the definition of "airfield," hereof.
 - (14) The addition to existing structures of telecommunications facilities that do not increase the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.
 - (15) Monopoles and freestanding towers up to one hundred fifty feet in height, subject to the provisions of § ZS 1-343 hereof.
 - (16) Small and medium wind energy conversion systems up to a maximum of one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.
 - (17) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.
 - (18) Large solar energy systems in accordance with the provisions of § ZS 1-344(d)(2) hereof.
[Added 3-15-2011 by Bill No. 11-2]
- (c) Special exceptions. The following principal uses and structures may be permitted by special exception in the A-1 District in accordance with the provisions of § ZS 1-116(c) hereof:
- (1) Commercial grain dryers, feed mills, grain, fertilizer, feed, seed, implement and other agricultural storage and repair and sales facilities. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. Facilities for the bulk handling of grain, fertilizer and other materials shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.
 - (2) Agricultural processing plants, storage, and wholesale or retail sale of locally grown vegetables and field crops. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet.

- (3) Livestock purchase and sales yards. Minimum lot requirements shall be: lot area, ten acres; lot width, five hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Furthermore, all buildings and yards designed for the concentrated containment of animals shall be located at least two hundred feet from any perimeter property line or public road right-of-way.
 - (4) Commercial repair of seafood harvesting and agricultural equipment (not including general highway vehicles). Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided that all work and storage areas are enclosed within a building or screened from public view.
 - (5) Landing, storage and processing facilities for seafood, including sales of the seafood landed or processed on site. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
 - (6) Aquaculture processing facilities, including freezing, packing, canning, processing, storage and shipping facilities and wholesale and retail sales. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof
 - (7) Roadside stands and garden centers offering for sale fresh agricultural products, fresh seafood, nursery stock and plants but not including gardening supplies and equipment, lawn ornaments, and similar items. Minimum lot requirements shall be: lot area, three acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-322 and 1-325 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
 - (8) Sawmills and the manufacturing or processing of wood products. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. No logs, lumber or by-products shall be stored in any required yard setback, and all power-driven machinery shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.
 - (9) Agritourism facility. On a farm, as defined herein, the use of not more than thirty percent of the gross acreage of a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, fifty feet; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Festivals may be permitted up to four times per year. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm-related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 p.m. and 10:00 p.m. Overnight events are prohibited.
[Amended 8-17-2021 by Bill No. 21-7 ^[2]]
- [2] *Editor's Note: This bill also repealed former Subsection (c)(10), Wineries as a part of a producing vineyard, as amended 7-19-2016 by Bill No. 16-4 and 2-21-2017 by Bill No. 16-6, and renumbered former Subsection (c)(11) through (34) as Subsection (c)(10) through (33), respectively.*
- (10) Farm labor camps for temporary occupancy. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet. Furthermore, such

camps shall be limited to no more than fifteen units with a maximum capacity of six persons per unit, provided that all state and County health regulations shall be met.

- (11) Manufactured homes for nonresidential use. Use of a manufactured home for other than residential purposes shall be limited to uses permitted in the A-1 District and shall meet the lot requirements specified for such use, subject to the provisions of § ZS 1-314 hereof. See § ZS 1-305(r) hereof.
- (12) Firehouses, governmental offices and other public buildings, structures and uses of an administrative or public-service type. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
- (13) Assisted living facilities, provided they are residence-based and serve no more than five clients. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.
- (14) Day-care centers. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.
- (15) Surface mining in accordance with the provisions of § ZS 1-330 hereof.
- (16) Commercial riding and boarding stables for three or more animals. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. Furthermore, stables shall be located at least two hundred feet from any perimeter property line or public road right-of-way, and there shall be one acre of lot area for each animal stabled.
- (17) Conversion of existing vacant or inactive structures previously utilized for commercial, industrial or agricultural processing purposes into uses consistent with the intent of the A-1 District and its permitted principal uses and with the general character of the surrounding area. Minimum lot requirements shall be as determined and approved by the Board of Zoning Appeals. Conversion of existing structures shall be established only with Health Department approval and shall be subject to the provisions of § ZS 1-325 hereof.
- (18) Churches, temples and mosques. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-305(r) hereof.
- (19) Cemeteries, including family burial grounds, chapels and mausoleums. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; and no side or rear yard setbacks required unless imposed by the Board. No structures, monuments or grave sites shall be located in any required yard setback.
- (20) Gun clubs, archery ranges and shooting ranges. Minimum lot requirements shall be: lot area, one hundred acres; lot width, one thousand feet; front yard setback, three hundred feet; each side yard setback, three hundred feet; and rear yard setback, three hundred feet; and subject to the provisions of § ZS 1-325 hereof.
- (21) Public and private noncommercial cultural, social and recreational areas and centers, including parks and playgrounds but not including community centers, fraternal lodges, country clubs, swimming pools, summer camps, and racetracks. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback,

thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.

- (22) Public utility structures and properties other than essential services as defined in § ZS 1-121 hereof, including cross-County lines and mains of all kinds, subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements for construction, maintenance or storage buildings or yards shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-328 hereof for lot requirements for all other facilities. During its review of any public utility structure or property, the Planning Commission may require screening, buffering or landscaping of said structure or property where deemed necessary to protect adjoining land uses.
- (23) Wastewater and water treatment facilities in accordance with the provisions of § ZS 1-328 hereof.
- (24) Sewage sludge disposal site areas subject to the provisions of § ZS 1-328 hereof.
- (25) Solid waste disposal sites in accordance with the provisions of § ZS 1-329 hereof.
- (26) Dredge spoil disposal sites. Lot requirements for dredge spoil disposal sites, special conditions of operation and conditions regarding reclamation of sites shall be as specified by the Board of Zoning Appeals.
- (27) The addition to existing structures of telecommunications facilities that have the effect of increasing the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.
- (28) Monopoles and freestanding towers over one hundred fifty feet in height and guyed towers, subject to the provisions of § ZS 1-343 hereof.
- (29) Small and medium wind energy conversion systems over one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.
- (30) Commercial kennels. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of § ZS 1-325 hereof. Furthermore, all outside pens and runways shall be at least two hundred feet from any perimeter property line or public road right-of-way.
[Added 6-19-2012 by Bill No. 12-3;^[3] amended 6-15-2021 by Bill No. 21-4]
[3] *Editor's Note: This bill also redesignated former § ZS 1-201(c)(31) as § ZS 1-201(c)(32).*
- (31) Noncommercial scientific research stations for the collection of atmospheric, astronomic, weather or biological data for research purposes by academic, non-profit or governmental entities. Minimum lot requirements for structures only shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. Notwithstanding the provisions of § ZS 1-305(n) the maximum height of any equipment or structure shall be fifty feet. Furthermore, all radar or microwave equipment for data collection or antennas for data transmission shall be separated by not less than five hundred feet from the nearest existing or permitted residential structure on an adjacent parcel.
[Added 12-16-2014 by Bill No. 14-12^[4]]
[4] *Editor's Note: This bill also renumbered former Subsection (c)(32) as Subsection (c)(33).*
- (32) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a

use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.

[Added 2-21-2017 by Bill No. 16-7⁽⁵⁾]

[5] *Editor's Note: This bill also redesignated former Subsection (c)(33) as Subsection (c)(34).*

- (33) Any use or structure which is determined by the Board of Zoning Appeals to be of the same general character as an above-permitted use, not specifically mentioned in another district and compatible with the general character and intent of the A-1 District.
- (d) Accessory uses and structures. The following accessory uses and structures shall be permitted in the A-1 District:
- (1) On a farm, as herein defined, a second single-family dwelling for the farm owner, farm tenant or member of his immediate family or for a person primarily engaged in the operation of the farm, provided that the dwelling is located such that, if it were subdivided from the main parcel, it could meet all of the requirements for a single-family dwelling in the A-1 District.
 - (2) Noncommercial private residential parking garages and areas, noncommercial buildings for farm animals, swimming pools and other customary residential outbuildings and structures for the use of residents. Buildings for farm animals shall be at least fifty feet from any perimeter property line or public road right-of-way.
 - (3) Customary incidental home occupations, subject to the provisions of § ZS 1-339 hereof.
 - (4) The keeping of not more than two roomers or boarders.
 - (5) Roadside stands not to exceed a maximum of one hundred fifty square feet in size and offering for sale fresh agricultural products, operated by the property owner or tenant of the premises upon which such stand is located. Such stands shall be located so as not to create a traffic hazard, shall be completely removed at the end of the fresh product season and shall be subject to the provisions of § ZS 1-305(h)(2)A hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
 - (6) Signs on the premises advertising a lawful use conducted on the premises and temporary and directional signs. All signs shall be subject to the provisions of § ZS 1-324 hereof.
 - (7) Private waterfront structures, subject to the provisions of § NR 2-102 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland and § ZS 1-335 hereof.
 - (8) Temporary buildings and structures, subject to the provisions of § ZS 1-334 hereof.
 - (9) Accessory apartments, subject to the provisions of § ZS 1-338 hereof.
 - (10) On a farm, as defined herein, not more than two manufactured homes for the farm owner, tenant or member of his immediate family or for persons primarily engaged in the operation of the farm, provided that such manufactured homes are located in the farm building group, no closer to any public road right-of-way than the principal building, no closer than the required front yard setback and not less than one hundred feet from any side or rear lot line. Such manufactured homes shall be located only with the Environmental Programs Division approval, subject to the provisions of § ZS 1-314(a) hereof. A manufactured home in the farm building group shall be located within two hundred feet of the main farm building or accessory farm structure.

(11) Yard sales, subject to the provisions of § ZS 1-341 hereof.

(12) Noncommercial production of biofuels on a farm as a use incidental to the farm operation.

(e) Height regulations. Except for certain other buildings, structures or parts thereof as provided in § ZS 1-305 hereof, no flat-roofed principal structure shall exceed a height of thirty-five feet, no pitched-roof principal structure shall exceed a height of forty-five feet, and no flat- or pitched-roofed principal structure shall exceed four stories. In addition, no accessory structure shall exceed either two stories or twenty-five feet in height.

(1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.

[Added 1-5-2021 by Bill No. 21-1]

(f) Other regulations. The uses and structures permitted in the A-1 District shall be subject to the applicable regulations contained in Subtitle ZS1:I, General Provisions, and Subtitle ZS1:III, Supplementary Districts and District Regulations, of this Title.

Worcester County, MD
Wednesday, May 4, 2022

Subtitle ZS1:II. Primary District Regulations

§ ZS 1-202. A-2 Agricultural District.

- (a) Purpose and intent. This district is intended to foster the County's agricultural heritage and uses while also accommodating compatible uses of a more commercial nature that require large tracts of land. The A-2 District may also be used for limited residential development through consolidated development rights and as a place marker for future annexations only where adjacent to existing municipalities. Furthermore, it is the intent that in this district there shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare.
- (b) Permitted principal uses and structures. The following uses and structures shall be permitted in the A-2 District:
- (1) Agriculture, including feeding lots, dairy barns, stables, agricultural lagoons, hog houses, and noncommercial grain dryers. No lot requirements shall apply for field, vegetable and nursery crops and grazing pastures. For other activities and principal structures, minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. See § ZS 1-305(r) hereof.
[Amended 4-25-2017 by Bill No. 17-3]
 - (2) Poultry operations subject to the provisions of § ZS 1-349 hereof.
[Added 4-25-2017 by Bill No. 17-3⁽¹⁾]
[1] *Editor's Note: This bill also redesignated former Subsection (b)(2) through (18) as Subsection (b)(3) through (19).*
 - (3) Aquaculture. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.
 - (4) Roadside stands offering for sale fresh agricultural products, fresh seafood and processed dairy products from locally raised livestock, operated by the property owner or tenant of the premises upon which such stand is located. Processed agricultural and seafood products may also be sold, provided such sales are incidental to the sales of fresh products. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-322 and 1-325 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
 - (5) Single-family dwellings. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.
 - (6) Manufactured homes in accordance with § ZS 1-314(a) hereof. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback,

thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet. See § ZS 1-305(r) hereof.

- (7) Minor subdivisions in accordance with the provisions of § ZS 1-311 hereof.
 - (8) Rural cluster subdivisions in accordance with the provisions of § ZS 1-308 hereof.
 - (9) Consolidated development rights subdivisions in accordance with the provisions of § ZS 1-309 hereof.
 - (10) Divisions of land for agricultural purposes in accordance with the provisions of § ZS 1-311(b) (4).
 - (11) Public and private conservation areas, including wildlife reservations, arboretums and demonstration forests. Minimum lot requirements shall apply for buildings only and shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet.
 - (12) Private noncommercial cabins, tents, recreational vehicles or manufactured or mobile homes for seasonal and not permanent or year-round occupancy. Minimum lot requirements shall be: lot area, five acres; lot area per cabin, tent, recreational vehicle or manufactured or mobile home, five acres, limited to not more than five such units; lot width, four hundred feet; front yard setback, one hundred feet [see § ZS 1-305(b) hereof]; each side yard setback, one hundred feet; and rear yard setback, one hundred feet. Such structures need not be located on a lot which abuts upon a road but are subject to Environmental Programs Division approval.
 - (13) Fishing, trapping, hunting, hunting blinds and wildlife observation structures. No lot requirements shall apply.
 - (14) Landing strips in accordance with the provisions of § ZS 1-345(a), Subsection (2) of the definition of "airfield," hereof.
 - (15) The addition to existing structures of telecommunications facilities that do not increase the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.
 - (16) Monopoles and freestanding towers up to one hundred fifty feet in height, subject to the provisions of § ZS 1-343 hereof.
 - (17) Small and medium wind energy conversion systems up to a maximum of one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.
 - (18) Spray irrigation fields and storage lagoons for Class II effluent in accordance with the provisions of § ZS 1-328(g) hereof.
 - (19) Large solar energy systems in accordance with the provisions of § ZS 1-344(d)(2) hereof.
[Added 3-15-2011 by Bill No. 11-2]
 - (20) Casino Entertainment District, subject to the provisions of § ZS 1-352 hereof.
[Added 10-20-2020 by Bill No. 20-7]
- (c) Special exceptions. The following principal uses and structures may be permitted by special exception in the A-2 District in accordance with the provisions of § ZS 1-116(c) hereof:
- (1) Commercial grain dryers, feed mills, grain, fertilizer, feed, seed, implement and other agricultural storage and repair and sales facilities. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. Facilities for the bulk handling of grain, fertilizer and other materials shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.

- (2) Agricultural processing plants, storage, and wholesale or retail sale of locally grown vegetables and field crops. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet.
- (3) Livestock purchase and sales yards. Minimum lot requirements shall be: lot area, ten acres; lot width, five hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet. Furthermore, all buildings and yards designed for the concentrated containment of animals shall be located at least two hundred feet from any perimeter property line or public road right-of-way.
- (4) Commercial repair of seafood harvesting and agricultural equipment (not including general highway vehicles). Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; provided that all work and storage areas are enclosed within a building or screened from public view.
- (5) Landing, storage and processing facilities for seafood, including sales of the seafood landed or processed on site. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
- (6) Aquaculture processing facilities, including freezing, packing, canning, processing, storage and shipping facilities and wholesale and retail sales. Minimum lot requirements shall apply for structures only and shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.
- (7) Roadside stands and garden centers offering for sale fresh agricultural products, fresh seafood, nursery stock, plants, gardening supplies and equipment, lawn ornaments, and similar items. Minimum lot requirements shall be: lot area, three acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-322 and 1-325 hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
- (8) Sawmills and the manufacturing or processing of wood products. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, one hundred feet; each side yard, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. No logs, lumber or by-products shall be stored in any required yard setback, and all power-driven machinery shall be located at least two hundred feet from all perimeter property lines and public road rights-of-way.
- (9) Agritourism facility. On a farm, as defined herein, the use of not more than thirty percent of the gross acreage of a lot or parcel, for agritourism uses and structures as defined herein. Minimum lot requirements for the agritourism uses and structures shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, fifty feet; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-322, ZS 1-323 and ZS 1-325 hereof. Festivals may be permitted up to four times per year. For purposes of this section, a "festival" is an event conducted at an agritourism facility for up to three consecutive days for the purpose of promoting products grown on the farm or farm-related education or recreation. All amplified outdoor entertainment or background music shall only be permitted between 1:00 p.m. and 10:00 p.m. Overnight events are prohibited.

[Amended 8-17-2021 by Bill No. 21-7 ^[2]]

- [2] *Editor's Note: This bill also repealed former Subsection (c)(10), Wineries as a part of a producing vineyard, as amended 7-19-2016 by Bill No. 16-4 and 2-21-2017 by Bill No. 16-6, and renumbered former Subsection (c)(11) through (44) as Subsection (c)(10) through (43), respectively.*

- (10) Wineries as a part of a producing vineyard. Wineries include crushing, fermenting, blending, aging, storage, bottling, administrative office functions for the winery, warehousing and shipping facilities. Retail sales and tasting facilities of wine and related promotional items may be permitted as an incidental use as part of the winery operations. The retail sale of hot and cold food items for on-premises consumption only may also be permitted as an accessory use to an established winery during the hours of operation of its wine tasting facilities. The gross floor area of all wine tasting areas, retail sales, food preparation and dining areas shall not exceed two thousand five hundred square feet on the winery property. Minimum lot requirements shall apply for structures only and shall be lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; and subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof.

[Amended 7-19-2016 by Bill No. 16-4]

- A. Additionally, the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like, shall be permitted as an accessory use to an established winery. Notwithstanding the public gross floor area limitations of the winery operation as contained in Subsection (c)(10) above, one additional accessory building not exceeding three thousand square feet of gross floor area may be permitted for the commercial hosting of non-agricultural functions and events only. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements shall be: lot area, ten acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of §§ ZS 1-322 and ZS 1-325 hereof.

[Added 2-21-2017 by Bill No. 16-6]

- (11) Farm labor camps for temporary occupancy. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet. Furthermore, such camps shall be limited to no more than fifteen units with a maximum capacity of six persons per unit, provided that all state and County health regulations shall be met.
- (12) Marine yards for the construction and major repair of watercraft, including marine railways, general marine activities and incidental retail sales of parts and accessories. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
- (13) Storage yards and buildings for storage of watercraft and recreational vehicles. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
- (14) Structures and storage yards for contractors' shops, equipment and material storage yards, such as electrician, carpenter, plumber, HVAC, sheet metal, sign painting, printing, upholstery, furniture painting or interior decorating, merchandise fabrication and repair, but not including any retail sales. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet, and subject to the provisions of § ZS 1-325 hereof. In addition, such structures and storage yards shall be screened on all sides in accordance with the provisions of § ZS 1-322 hereof.
- (15) Veterinary clinics and commercial kennels. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and

subject to the provisions of § ZS 1-325 hereof. Furthermore, all outside pens and runways shall be at least two hundred feet from any perimeter property line or public road right-of-way. [Amended 6-15-2021 by Bill No. 21-4]

- (16) Fairgrounds and racetracks (but not including noncommercial racetracks). Minimum lot requirements shall be: lot area, one hundred acres; lot width, one thousand feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet.
- (17) Golf courses, including golf driving ranges but not including miniature golf courses, in accordance with the provisions of §§ ZS 1-322 and ZS 1-325 hereof.
- (18) Golf teaching facilities, which may include golf driving ranges, golf holes, clubhouses and incidental retail sales. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
- (19) Rental campgrounds, membership campgrounds and cooperative campgrounds in accordance with the provisions of §§ ZS 1-318, ZS 1-322 and ZS 1-325 hereof.
- (20) Manufactured homes for nonresidential use. Use of a manufactured home for other than residential purposes shall be limited to uses permitted in the A-2 District and shall meet the lot requirements specified for such use, subject to the provisions of § ZS 1-314 hereof. See § ZS 1-305(r) hereof.
- (21) Firehouses, governmental offices and other public buildings, structures and uses of an administrative or public-service type. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
- (22) Schools. Minimum lot requirements shall be: lot area, five acres; lot width, four hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.
- (23) Hospitals for inpatient and outpatient medical treatment. Minimum lot requirements shall be: lot area, five acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.
- (24) Assisted living facilities, provided they are residence-based and serve no more than five clients. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.
- (25) Day-care centers. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet; and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.
- (26) ^(b)Bed-and-breakfast establishments, subject to the provisions of § ZS 1-340 hereof.
 - [3] *Editor's Note: Former Subsection (c)(26), Conversion of an existing historic or architecturally significant dwelling into an inn of a type compatible with the character of the neighborhood but not for use as a nightclub, tavern or roadhouse, was repealed 10-15-2019 by Bill No. 19-3. Bill No. 19-3 also redesignated former Subsection (c)(28) through (46) as Subsection (c)(26) through (44), respectively.*

- (27) ⁽⁴⁾Surface mining in accordance with the provisions of § ZS 1-330 hereof.
- [4] *Editor's Note: Former Subsection (c)(27), Country inns for transient overnight guests, was repealed 10-15-2019 by Bill No. 19-3. Bill No. 19-3 also redesignated former Subsection (c)(28) through (46) as Subsection (c)(26) through (44), respectively.*
- (28) Commercial riding and boarding stables for three or more animals. Minimum lot requirements shall be: lot area, five acres; lot width, five hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. Furthermore, stables shall be located at least two hundred feet from any perimeter property line or public road right-of-way, and there shall be one acre of lot area for each animal stabled.
- (29) Conversion of existing vacant or inactive structures previously utilized for commercial, industrial or agricultural processing purposes into uses consistent with the intent of the A-2 District and its permitted principal uses and with the general character of the surrounding area. Minimum lot requirements shall be as determined and approved by the Board of Zoning Appeals. Conversion of existing structures shall be established only with Health Department approval and shall be subject to the provisions of § ZS 1-325 hereof.
- (30) Churches, temples and mosques. Minimum lot requirements shall be: lot area, two acres; lot width, two hundred feet; front yard setback, thirty feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet and subject to the provisions of §§ ZS 1-305(r) and ZS 1-325 hereof.
- (31) Cemeteries, including family burial grounds, chapels and mausoleums. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; and no side or rear yard setbacks required unless imposed by the Board. No structures, monuments or grave sites shall be located in any required yard setback.
- (32) Public and private noncommercial cultural, social and recreational areas and centers, including parks, playgrounds, beaches, community centers, fraternal lodges, country clubs, swimming pools, summer camps, and racetracks. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof. All outdoor swimming pools, including adjacent deck and patio areas, locker areas, summer camp lodgings, and racetracks shall be at least two hundred feet from any perimeter property line and public road rights-of-way.
- (33) Public and private (commercial and noncommercial) marinas, including fueling, boat launching and recovery, dry storage of seaworthy boats in operable condition and light maintenance facilities for hull, deck and interior repairs and painting. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet; and subject to the provisions of § ZS 1-325 hereof.
- (34) Public utility structures and properties other than essential services as defined in § ZS 1-121 hereof, including cross-County lines and mains of all kinds, subject to the provisions of § ZS 1-325 hereof. Minimum lot requirements for construction, maintenance or storage buildings or yards shall be: lot area, twenty thousand square feet; lot width, one hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, thirty feet; and rear yard setback, thirty feet. See § ZS 1-328 hereof for lot requirements for all other facilities. During its review of any public utility structure or property, the Planning Commission may require screening, buffering or landscaping of said structure or property where deemed necessary to protect adjoining land uses.
- (35) Wastewater and water treatment facilities, in accordance with the provisions of § ZS 1-328 hereof.

- (36) Sewage sludge disposal site areas subject to the provisions of § ZS 1-328 hereof.
- (37) Solid waste disposal sites in accordance with the provisions of § ZS 1-329 hereof.
- (38) Dredge spoil disposal sites. Lot requirements for dredge spoil disposal sites, special conditions of operation and conditions regarding reclamation of sites shall be as specified by the Board of Zoning Appeals.
- (39) The addition to existing structures of telecommunications facilities that have the effect of increasing the overall height of the existing structure, subject to the provisions of § ZS 1-343 hereof.
- (40) Monopoles and freestanding towers over one hundred fifty feet in height and guyed towers, subject to the provisions of § ZS 1-343 hereof.
- (41) Small and medium wind energy conversion systems over one hundred fifty feet in height, subject to the provisions of § ZS 1-344 hereof.
- (42) Noncommercial scientific research stations for the collection of atmospheric, astronomic, weather or biological data for research purposes by academic, non-profit or governmental entities. Minimum lot requirements for structures only shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet. Notwithstanding the provisions of § ZS 1-305(n) the maximum height of any equipment or structure shall be fifty feet. Furthermore, all radar or microwave equipment for data collection or antennas for data transmission shall be separated by not less than five hundred feet from the nearest existing or permitted residential structure on an adjacent parcel.
[Added 12-16-2014 by Bill No. 14-12]
- (43) On a farm as defined herein, the accessory use of a principal agricultural structure or use of land for the commercial hosting of non-agricultural functions and events, including, but not limited to, wedding receptions, family reunions, birthday and anniversary celebrations, children's parties, corporate and employee appreciation parties, and the like. All such uses must be clearly accessory and subordinate to the principal agricultural structure or use of the property. All building, fire, health, zoning, and environmental code requirements for such a use or facility shall apply to the same extent as if the structure or use of land was not located on a farm. Minimum lot requirements for the principal agricultural structure or use of land shall be: lot area, twenty-five acres; lot width, two hundred feet; front yard setback, one hundred feet; each side yard setback, one hundred feet; and rear yard setback, one hundred feet; and subject to the provisions of § ZS 1-325 hereof. The site of the commercial event itself and all associated use areas shall be located not less than five hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of § ZS 116(c)(4). Any amplified music associated with such a use must end by 11:00 p.m.
[Added 2-21-2017 by Bill No. 16-7]
- (44) Any use or structure which is determined by the Board of Zoning Appeals to be of the same general character as an above-permitted use, not specifically mentioned in another district and compatible with the general character and intent of the A-2 District.
- (d) Accessory uses and structures. The following accessory uses and structures shall be permitted in the A-2 District:
 - (1) On a farm, as herein defined, a second single-family dwelling for the farm owner, farm tenant or member of his immediate family or for a person primarily engaged in the operation of the farm, provided that the dwelling is located such that, if it were subdivided from the main parcel, it could meet all of the requirements for a single-family dwelling in the A-2 District.
 - (2) Noncommercial private residential parking garages and areas, noncommercial buildings for farm animals, swimming pools and other customary residential outbuildings and structures for

the use of residents. Buildings for farm animals shall be at least fifty feet from any perimeter property line or public road right-of-way.

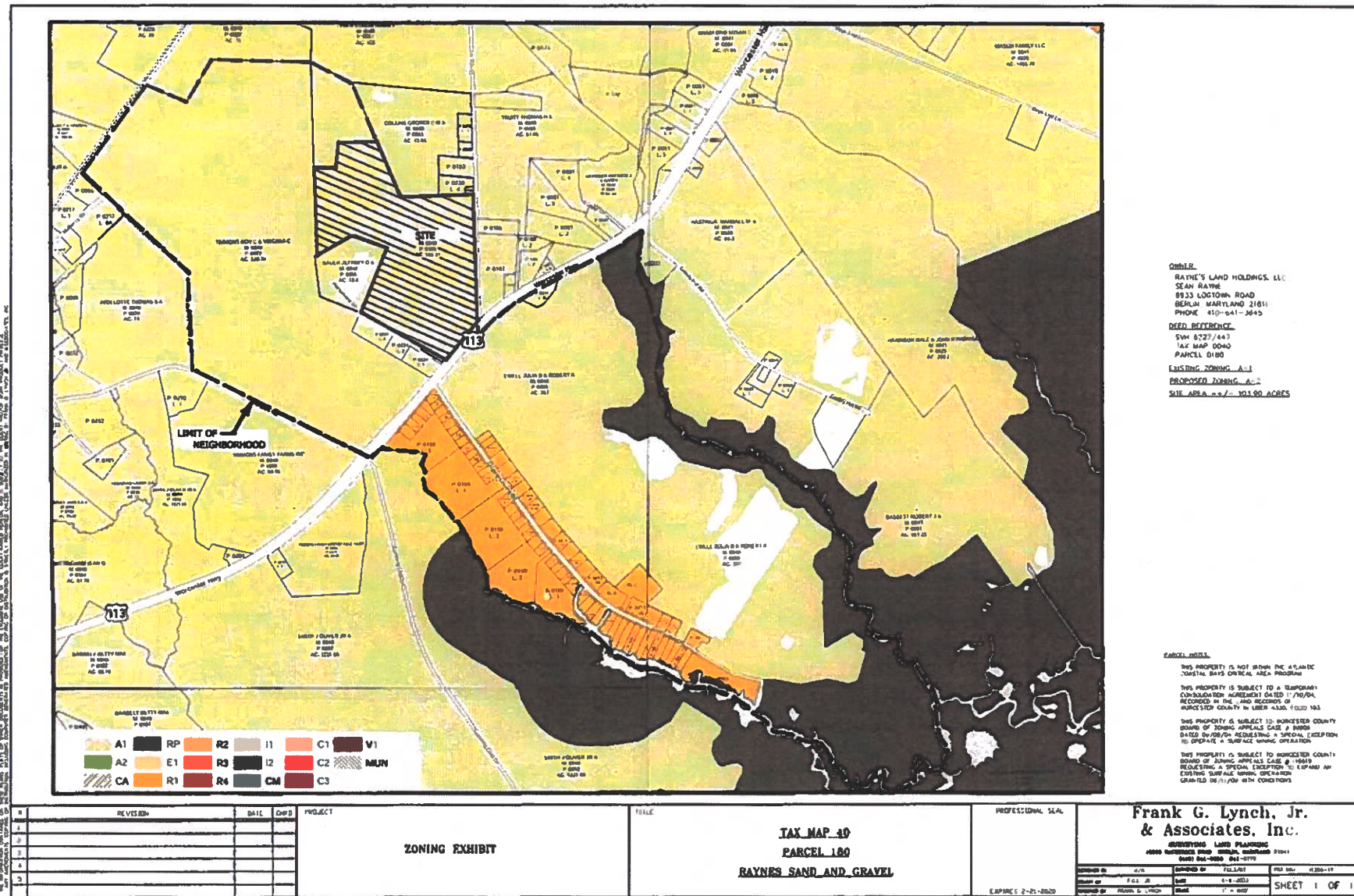
- (3) Customary incidental home occupations, subject to the provisions of § ZS 1-339 hereof.
 - (4) The keeping of not more than two roomers or boarders.
 - (5) Roadside stands not to exceed a maximum of one hundred fifty square feet in size and offering for sale fresh agricultural products, operated by the property owner or tenant of the premises upon which such stand is located. Such stands shall be located so as not to create a traffic hazard, shall be completely removed at the end of the fresh product season and shall be subject to the provisions of § ZS 1-305(h)(2)A hereof. Signs shall be subject to the provisions of § ZS 1-324 hereof.
 - (6) Signs on the premises advertising a lawful use conducted on the premises and temporary and directional signs. All signs shall be subject to the provisions of § ZS 1-324 hereof.
 - (7) Private waterfront structures, subject to the provisions of § NR 2-102 of the Natural Resources Article of the Code of Public Local Laws of Worcester County, Maryland and § ZS 1-335 hereof.
 - (8) Temporary buildings and structures, subject to the provisions of § ZS 1-334 hereof.
 - (9) Accessory apartments, subject to the provisions of § ZS 1-338 hereof.
 - (10) On a farm, as defined herein, not more than two manufactured homes for the farm owner, tenant or member of his immediate family or for persons primarily engaged in the operation of the farm, provided that such manufactured homes are located in the farm building group, no closer to any public road right-of-way than the principal building, no closer than the required front yard setback and not less than one hundred feet from any side or rear lot line. Such manufactured homes shall be located only with the Environmental Programs Division approval, subject to the provisions of § ZS 1-314(a) hereof. A manufactured home in the farm building group shall be located within two hundred feet of the main farm building or accessory farm structure.
 - (11) Yard sales, subject to the provisions of § ZS 1-341 hereof.
 - (12) At the site of a fairground or racetrack as specified in Subsection (c)(16) hereof, on-site housing for owners or employees may be provided. The total amount cannot exceed one single-family residential unit and bunkhouses with a maximum of twenty-five beds with shared kitchen, bathroom and living facilities to be located in not more than five buildings. All bunkhouses must be located not more than two hundred feet from the main buildings associated with the fairground or racetrack. The one single-family residential unit may exceed the limitation of two hundred feet in separation.
 - (13) Noncommercial production of biofuels on a farm as a use incidental to the farm operation.
- (e) Height regulations. Except for certain other buildings, structures or parts thereof as provided in § ZS 1-305 hereof, no flat-roofed principal structure shall exceed a height of thirty-five feet, no pitched-roof principal structure shall exceed a height of forty-five feet, and no flat- or pitched-roofed principal structure shall exceed four stories. In addition, no accessory structure shall exceed either two stories or twenty-five feet in height.
- (1) The Board of Zoning Appeals may permit as a special exception an increase in the maximum height, but not number of stories, of a residential accessory structure to no more than thirty-five feet if, in the view of the Board, such increase will serve to reduce an environmental impact and no neighborhood adverse effects or safety hazards will be created. Notwithstanding the provisions of §§ ZS 1-116(c)(4) and ZS 1-305(h)(2), any residential accessory structure exceeding twenty-five feet in height shall comply with the setbacks for the principal use or structure.

[Added 1-5-2021 by Bill No. 21-1]

ITEM 8

- (f) Other regulations. The uses and structures permitted in the A-2 District shall be subject to the applicable regulations contained in Subtitle ZS1:I, General Provisions, and Subtitle ZS1:III, Supplementary Districts and District Regulations, of this Title.

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OWNER:
RAYNES LAND HOLDINGS, LLC
SEAN RAYNE
8933 LOCUST ROAD
BERLIN, MARYLAND 21811
PHONE: 410-641-3645

DEED REFERENCE:
SYM 5127/443
TAX MAP 0040
PARCEL 0180

EXISTING ZONING: A-1
PROPOSED ZONING: A-2
SITE AREA: 1.11 ACRES

PARCEL NOTES:

THIS PROPERTY IS NOT WITHIN THE ATLANTIC COASTAL HAZARD CRITICAL AREA PROGRAM.

THIS PROPERTY IS SUBJECT TO A TEMPORARY CONVEYANCE AGREEMENT DATED 11/10/04, RECORDED IN THE PUBLIC RECORDS OF HUNTERDON COUNTY IN BOOK 4330, PAGE 183.

THIS PROPERTY IS SUBJECT TO HUNTERDON COUNTY BOARD OF ZONING APPEALS CASE # 19845 DATED 09/08/09 REQUESTING A SPECIAL EXCEPTION TO OPERATE A SURFACE MINING OPERATION.

THIS PROPERTY IS SUBJECT TO HUNTERDON COUNTY BOARD OF ZONING APPEALS CASE # 19845 REQUESTING A SPECIAL EXCEPTION TO: 1. UPGRADE AN EXISTING SURFACE MINING OPERATION GRANTED ON 11/10/04 WITH CONDITIONS.

	<h2 style="text-align: center;">Permit Application</h2> <p style="text-align: center;">WORCESTER COUNTY DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING One West Market Street, Room 1201 Snow Hill, Maryland 21863 Phone: 410-632-1200 Fax: 410-632-3008</p>	(Office Use Only) Application No. <u>20-0464</u> Submittal Date: <u>5/7/2020</u> Permit Fee: <u>\$50</u> F.M. Fee _____ HBGF Fee _____ Date Issued: <u>9/28/2020</u> Expiration Date: <u>9/28/2021</u>

☐ Building Permit☒ Zoning Permit☐ Demolition Permit

ENTERED

Address of Property 9537 Croppers Island Road, Newark, MD 21841 ☒ Road ☐ Collector ☐ ArterialOther Description eastern terminus of Cropper Island Road Area 151.27 AcresPFA No Tax ID # 04-010035 Zoning District A-1Tax Map 40 Parcel 241 Section Block Lot C Unit USE OR
STRUCTURE

Proposed construction of 34 additional cooperative campsites & associated site improvements
Island Resort Cooperative Campground

Minimum Required Setbacks:
(Indiv. Sites)Front Yard 10 Feet from: ☒ Front Property Line ☐ Center of Road Right of WayRear Yard 5 Ft. Left Yard 7 Ft. Right Yard 3 Ft.

<input type="checkbox"/> I.R.C. Review	<input checked="" type="checkbox"/> County Roads Engineer <u>see attached 9/28/2020</u>
<input type="checkbox"/> I.B.C. Review	<input type="checkbox"/> State Roads Engineer
<input checked="" type="checkbox"/> Planning Commission <u>Jennifer Krone 9/15/2020</u>	<input type="checkbox"/> Health Dept.
In accordance with site plan approved by <u>PC</u> on <u>5/7/2020</u>	<input type="checkbox"/> Fire Marshal
	<input type="checkbox"/> Liquor License
<input checked="" type="checkbox"/> Zoning Approval <u>Jennifer Krone 9/15/2020</u>	Environmental Programs <input checked="" type="checkbox"/> Water Supply <u>PMV</u> <input checked="" type="checkbox"/> Sewage Disposal <u>PMV</u> <input checked="" type="checkbox"/> Env. Programs <u>Rafael 8-18-20</u> <input checked="" type="checkbox"/> SEC/SWM <u>NR 20-103 DM 9/17/20</u> <input checked="" type="checkbox"/> Critical Area <u>unp - Gwyd Birch 9/14/20</u> <u>activity outside ACPA</u> Designation <u>RCA</u> BMA <u>100'</u> Unit <u> </u>
<input type="checkbox"/> Other Approval	
*Cooperative Campground plat to be recorded prior to CLO	
<input type="checkbox"/> Floodplain Zone <u>X</u> Elevation <u> </u> MSL	
<input type="checkbox"/> Elevation Certificate required	<input checked="" type="checkbox"/> Forestry <u>D Mathew 7-21-20</u>
<input type="checkbox"/> Non-conversion Agreement required	Plan No. <u>FCP 03-01 & 08-09</u>
<input type="checkbox"/> Structure must be anchored and vented	

The lowest habitable floor level of any dwelling, including basements, garages, etc. shall meet the elevation required under the Worcester County Floodplain Management Law.

PG. 2 of permit

50-0454

Architect Name and License

Estimated Construction Cost \$

45,000

Engineer Name and License

Vista Design, Inc. License No. 3078

ALSO REQUIRED:

☐ Electrical Permit☐ Plumbing Permit☐ Gas Permit☐ Consolidation☐ CAFO☐ Foundation Survey☐ As-Constructed Survey☐ Landscape I & M☐ Other☐ Bonds: type: amount \$

The applicant hereby certifies under penalty of perjury as follows: 1) that he/she is authorized to make this application; 2) that all information provided by the applicant, whether on an original application or on an application for a revision, is true and correct, including all information on any attachments hereto; 3) that he/she will comply with all regulations of Worcester County which are applicable hereto; 4) that he/she will perform no work on the above property not specifically described in this application; 5) that any misrepresentation or misstatement of facts or any change without approval shall constitute grounds for denial and/or revocation of the permit; 6) that he/she grants County officials the right to enter onto the property for the purpose of inspecting the work permitted and posting notices; 7) that he/she assumes all responsibility to determine, request and obtain any and all required Federal, State or County permits necessary to implement this permit; and 8) that it shall be unlawful to occupy any building or structure or change the use of land until a zoning/occupancy certificate has been issued by the Department.

Expiration: If the work described in this permit has not had a substantial start (approved foundation inspection) within 12 months from the date of issuance, such permit shall expire. If the work described has not been substantially completed (approved framing inspection) within 24 months of date of issuance, such permit shall expire. The Department may grant a single 12 month extension upon written request by the applicant, if such request is found to be reasonable and necessary for the orderly completion of the project. Expired permits shall become null and void.

Island Resort Park, LLC

Owner

Bob Ewell

Address 9537 Cropper's Island Rd Newark, MD 21841

Phone 410-641-9838

E-Mail islandresortcamp@gmail.com

Signature: Robert H. Ewell

Applicant Bob Ewell

Address 9537 Cropper's Island Rd Newark, MD 21841

Phone 410-641-9838

E-Mail islandresortcamp@gmail.com

Signature: Robert H. Ewell

Relationship to Owner: Same

Owner/Applicant ID No.

Builder Bob Ewell / Owner

Address 9537 Cropper's Island Rd Newark, MD 21841

License #

Phone 410-641-9838

E-Mail islandresortcamp@gmail.com

	<h2 style="text-align: center;">Permit Application</h2> <p style="text-align: center;">WORCESTER COUNTY DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING One West Market Street, Room 1201 Snow Hill, Maryland 21863 Phone: 410-632-1200 Fax: 410-632-3008</p>	(Office Use Only) Application No. <u>20-0484</u> Submittal Date: <u>5/7/2020</u> Permit Fee: <u>\$50</u> F.M. Fee: _____ HBGF Fee: _____ Date Issued: _____ Expiration Date: _____

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Proposed construction of 34 additional cooperative campsites & associated site improvements
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Minimum Required Setbacks:
(Undiv. Sites)Front Yard 10 Feet from: ☒ Front Property Line ☐ Center of Road Right of WayRear Yard 5 Ft. Left Yard 7 Ft. Right Yard 3 Ft.

☐ I.R.C. Review _____
☐ I.B.C. Review _____
☒ Planning Commission _____
 In accordance with site plan approved by PC on 5/7/2020
☒ County Roads Engineer [Signature]
☐ State Roads Engineer _____
☐ Health Dept. _____
☐ Fire Marshal _____
☐ Liquor License _____

☒ Zoning Approval _____
☐ Other Approval _____

Environmental Programs

☐ Floodplain Zone Elevation MSL
☐ Elevation Certificate required
☐ Non-conversion Agreement required
☐ Structure must be anchored and vented

☒ Water Supply _____ ☒ Sewage Disposal _____
☒ Env. Programs _____
☒ SEC/SWM _____
☒ Critical Area _____

Designation _____ BMA _____

The lowest habitable floor level of any dwelling, including basements, garages, etc. shall meet the elevation required under the Worcester County Floodplain Management Law.

☒ Forestry _____

Plan No. _____

Road Bond received in office 9.28.20 (14).

ITEM 8

PAYMENT DATE
05/07/2020

COLLECTION STATION
DRP

RECEIVED FROM
Island Management Inc

DESCRIPTION
Zoning Permit 20-0424 Island Resort Campground Phase 3 expansion

Worcester County Government Center
1 W Market Street
Suite 1105
Snow Hill, MD 21863

BATCH NO.
2020-11003739
RECEIPT NO.
2020-00060802
CASHIER
Permit

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																
PER BLDG	Building Permits JKK - 2563	\$50.00																
	<table><tr><td>Total Cash</td><td>\$0.00</td></tr><tr><td>Total Check</td><td>\$50.00</td></tr><tr><td>Total Charge</td><td>\$0.00</td></tr><tr><td>Total Wire</td><td>\$0.00</td></tr><tr><td>Total Other</td><td>\$0.00</td></tr><tr><td>Total Remitted</td><td>\$50.00</td></tr><tr><td>Change</td><td>\$0.00</td></tr><tr><td>Total Received</td><td>\$50.00</td></tr></table>	Total Cash	\$0.00	Total Check	\$50.00	Total Charge	\$0.00	Total Wire	\$0.00	Total Other	\$0.00	Total Remitted	\$50.00	Change	\$0.00	Total Received	\$50.00	
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Total Amount:		\$50.00																

Customer Copy

Customer Copy

Printed by: Permit

Page 1 of 1

05/07/2020 02:58:23 PM

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8 - 54



Engineers • Architects • Surveyors • Landscape Architects • Land Planning Consultants • GIS Specialists

LETTER OF TRANSMITTAL

TO: Jennifer Keener
Worcester County Dept. of
Development, Review and
COMPANY: Permitting
STREET: 1 W. Market Street
CITY/ZIP: Snow Hill, MD 21863
FROM: Brian Zollinger

DATE: May 7, 2020
REFERENCE: Island Resort Campground
VISTA REF. NO: 19-023
CLIENT REF. NO: _____

Enclosed Are the Following Item(s):

- ☐ Plans ☐ Survey ☐ Specifications ☐ Shop Drawings ☐ Technical Data
☐ Letter ☐ Change Order ☐ Digital File CD ☐ Samples ☐ Invoice
☐ Proposal ☐ Contract ☒ Other: Application & Check

No. of Copies	Dated	No. of Sheets	Description
1	05/07/20	2	Completed Zoning Permit Application
1	05/07/20		Check for \$50.00

The Above Items Are Transmitted To You:

- ☒ For Review & Approval ☐ For Your Use ☐ Per Your Request
☐ Approved as Submitted ☐ Approved as Noted ☐ Resubmit for Approval
☐ Returned for Corrections ☐ Other: _____

Remarks:

11634 Worcester Highway • Showell, Maryland 21862
Phone: (410) 352-3874 • Fax (410) 352-3875
www.vistadesigninc.com

**WORCESTER COUNTY
DEVELOPMENT REVIEW AND PERMITTING
PERMIT FEE / INSPECTION REQUEST INFORMATION**

Bldg/Zoning Permit # 20-0424 Tax Map 40 Parcel 241 Section Lot C Block

Owner Name: Island Resort Park, LLC Project Address: 9537 Croppers Island Rd.

Project Description: Phase 3 - expansion of 34 campsites & site work

The IRC Residential Building Permit Fee was calculated as follows:

Description-Livable Space

SF x \$48.12 x .0055% =

SF x \$48.12 x .0055% =

SF x \$48.12 x .0055% =

Total for Living Space: (\$)

**Description- Storage Areas, Garages,
Enclosed Porches & Roofed-Over Decks**

SF x \$22.62 x .0055% =

SF x \$22.62 x .0055% =

SF x \$22.62 x .0055% =

SF x \$22.62 x .0055% =

SF x \$22.62 x .0055% =

Total for Garages, Porches, etc.: (\$)

Description - Open Raised Decks

SF x \$15.00 x .0055% =

SF x \$15.00 x .0055% =

Total for Open Decks: (\$)

Paid @ Submittal: \$ Balance Due: \$ TOTAL PERMIT FEE: \$ 50

(permit submittal fee is non-refundable)

(See IBC Plan Review Record for Commercial IBC Building Permit Fee)

Your permit has been issued. You are required to post the permit in the bag provided at or near the proposed construction activity. Construction will soon commence and you will need to proceed with the inspection process. Please call 410-632-1200 and press "3" to schedule an inspection unless otherwise designated. You will be asked requested date and if you prefer an AM or PM inspection. A designated exact time is not possible to guarantee. All inspection requests must be made 24 hours in advance.

The above referenced permit requires the following checked inspections:

 Footing (open trench & steel placed) Deck and/or porch footing

 Floor Slab (do not pour until inspected)

 Porch Slab (do not pour until inspected)

 Garage Slab (do not pour until inspected)

 Pour Concrete Wall (rebar in place prior to pour)

 Foundation (masonry, anchor bolts, crawl spaces, termite shield, sill plate, bolts, washers)

 (If checked, Foundation Location survey is required — submit prior to or at this inspection)

 (If checked, property is in a flood hazard zone, and ELEVATION DETERMINATION IS REQUIRED at this stage)

 First Floor Structural (piers, beams & joists)

 Wall Sheathing

 Strapping (wall system)

 Strapping & Tie down (Modular & Mobile)

 Framing (rough in plumbing & electrical completed)

 (HVAC installer's license must be on file or submitted at this time.)

 Insulation (see attached requirements for Energy Code)

 Pre-siding (wrap, window, & doors)

 Brick/Stone ties (veneer on frame construct.)

 Masonry/ICF Reinforcement (prior to grout)

 Deck and/or porch framing

PLEASE SEE OVER

☐ Electrical Service (modular and mobile)
☐ Electrical Rough In (under slab)
☐ Electrical Rough In (prior to framing inspect.)
☒ Electrical FINAL

(For Electrical inspections, call designated Inspection Agency on Electrical permit)

FIRE MARSHAL'S INSPECTIONS — CALL 410-632-5666 to discuss and schedule:

☐ Sprinkler Rough-In
☐ Sprinkler FINAL
☐ Building FINAL

ENVIRONMENTAL PROGRAMS INSPECTIONS — CALL 410-632- 1220 to discuss and schedule:

Private Well and/or Septic FINAL
 Sediment Erosion Control / Stormwater Management Pre-Con/ FINAL
 Critical Area Program Regulation Compliance FINAL
 Forest Conservation Program Compliance FINAL
 Plumbing Rough-in/FINAL & Gas Rough-in / FINAL

COMMERCIAL SITE ZONING (Call Jen Keener, Zoning Admin. with any questions- 410-632-1200/Ext. 1123)

☒ Pre-Con Meeting
☒ FINAL (As-Built plans of the site improvements must be submitted to the Department two weeks prior to the anticipated occupancy.

☒ Zoning
☒ **BUILDING PERMIT FINAL** (All other FINAL inspections noted above should be completed first, if applic.)

☒ Some or all of the following documents may be required for this inspection:
☐ As-Constructed/Location Survey prepared by a license surveyor registered in the State of MD
☐ Elevation Certification
☐ Floodplain Venting Affidavit w/\$60.00 recording fee, payable to Clerk of Court
☐ Non-Conversion Agreement w/\$60.00 recording fee, payable to Clerk of Court

☐ **ZONING PERMIT FINAL**

☐ **DEMO PERMIT FINAL** — once structure is completely removed and site is cleared of debris.

After approval of ALL FINAL Inspections, please allow 48 - 72 hours for processing of the Certificate of Use and Occupancy.

Depending on the construction activity or design, there may be "special inspections" required that are not specifically listed above, especially with commercial permits. Please check with the Plan Reviewer and Field Inspector. A soils report may be required due to site constraints.

If the builder/owner is not ready when an inspection is requested, a \$25.00 re-inspection fee may be charged. No other inspections will be scheduled until the re-inspection fee is paid.

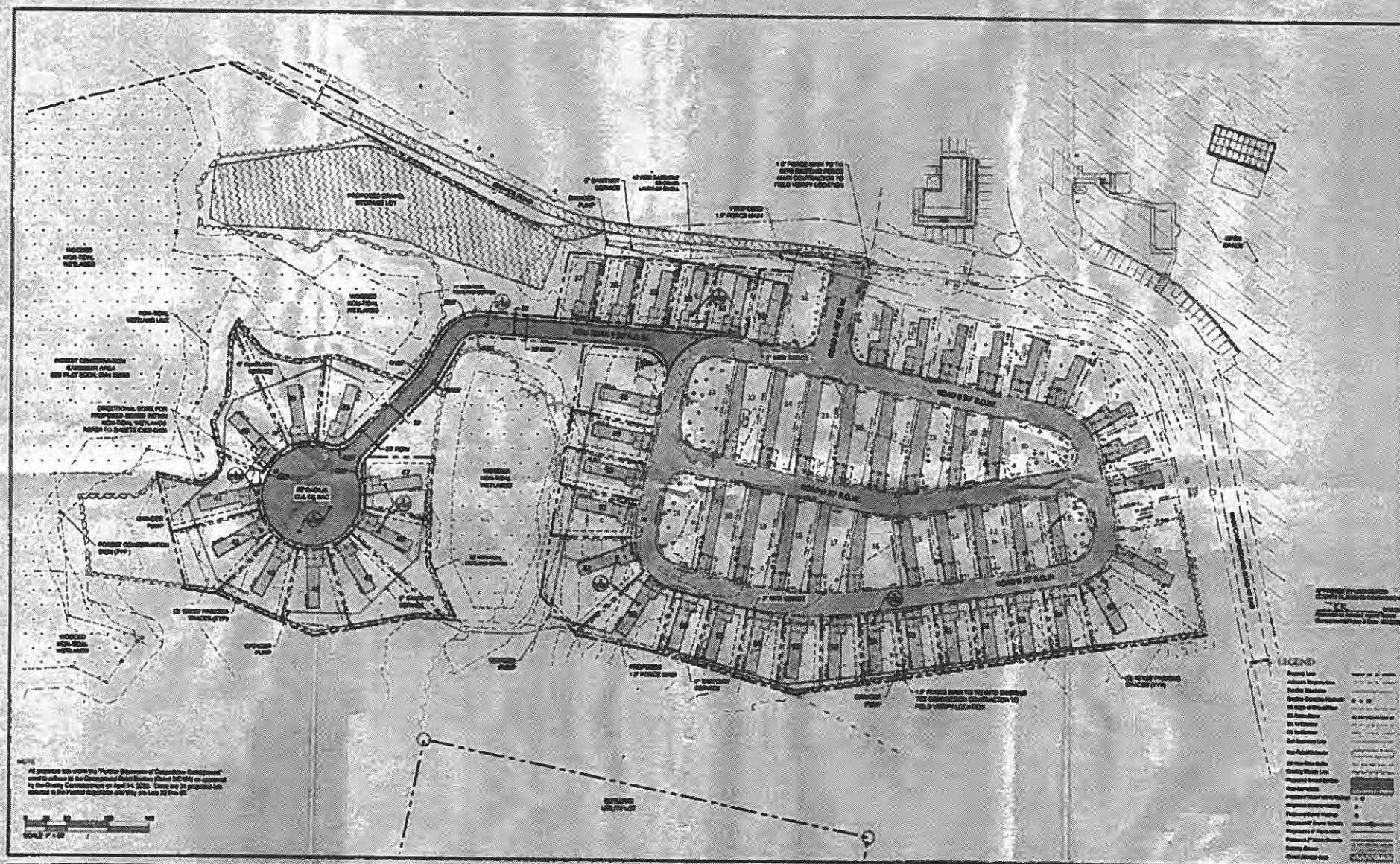
EXPIRATION: If work describe in this permit has not had a substantial start (approved foundation inspection) within 12 months from the date of issuance, such permit shall expire. If the work described has not been substantially completed within 24 months of date of issuance, such permit shall expire unless the Department receives a written request explaining the need for an extension. The Department may grant a single 12-month extension if justified. Expired permits shall become null and void. Ref: ZS §1-115(g)

Per §1-115 (b) of the Zoning and Subdivision Control Article, it shall be unlawful to use a building or structure or part thereof until a zoning/occupancy certificate for such use has been issued by this Department. Therefore, please follow through with required inspections.

Should you have any questions, please do not hesitate to contact us (410-632-1200).

Last Revision: 07/22/19

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<p>NOTES</p> <p>The drawings, specifications and work produced by Vista Design, Inc. (VISTA) for the project are for the use of the client only and are not to be used for any other purpose without the written permission of VISTA. VISTA shall not be held responsible for any errors or omissions in the design or specifications or for any damage or loss resulting from the use of the design or specifications.</p> <p>LEGEND</p> <p>Proposed Site Adjacent Property Line Existing Structure Utility Easement Proposed 12' Fence Line Proposed 12' Fence Line to the West Proposed 12' Fence Line to the East Proposed 12' Fence Line to the South Proposed 12' Fence Line to the North</p> <p>NOTES</p> <p>The drawings, specifications and work produced by Vista Design, Inc. (VISTA) for the project are for the use of the client only and are not to be used for any other purpose without the written permission of VISTA. VISTA shall not be held responsible for any errors or omissions in the design or specifications or for any damage or loss resulting from the use of the design or specifications.</p>		<p>VISTA Design, Inc.</p> <p>Engineers • Architects • Planners • Landscape Architects Land Planning • Civil • Survey • GIS • EIR 1000 N. 10th Street, Suite 100 Tulsa, Oklahoma 74103 Phone: (918) 438-1111 • Fax: (918) 438-1112</p>	<p>FURTHER EXPANSION OF COOPERATIVE CAMPGROUND, LANDS OF ROBERT K. & JULIA B. EWELL</p>	<p>SITE PLAN</p>	<table><tr><th colspan="2">PROJECT DATA</th></tr><tr><td>Project: Further Expansion of Cooperative Campground</td><td>Client: Robert K. & Julia B. Ewell</td></tr><tr><td>Date: 11/20/2010</td><td>Scale: 1" = 50'</td></tr></table>	PROJECT DATA		Project: Further Expansion of Cooperative Campground	Client: Robert K. & Julia B. Ewell	Date: 11/20/2010	Scale: 1" = 50'	<table><tr><th colspan="2">REVISIONS</th></tr><tr><td>NO.</td><td>DESCRIPTION</td></tr><tr><td>1</td><td>Initial Design</td></tr></table>	REVISIONS		NO.	DESCRIPTION	1	Initial Design		<p>19-023</p> <p>SP 041520.dwg</p> <p>C 103</p>
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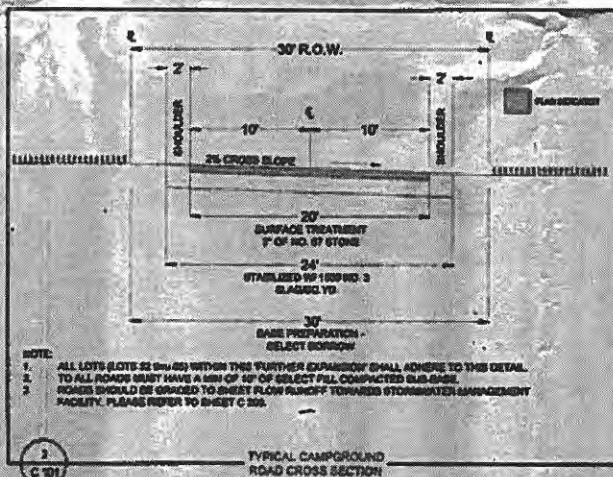


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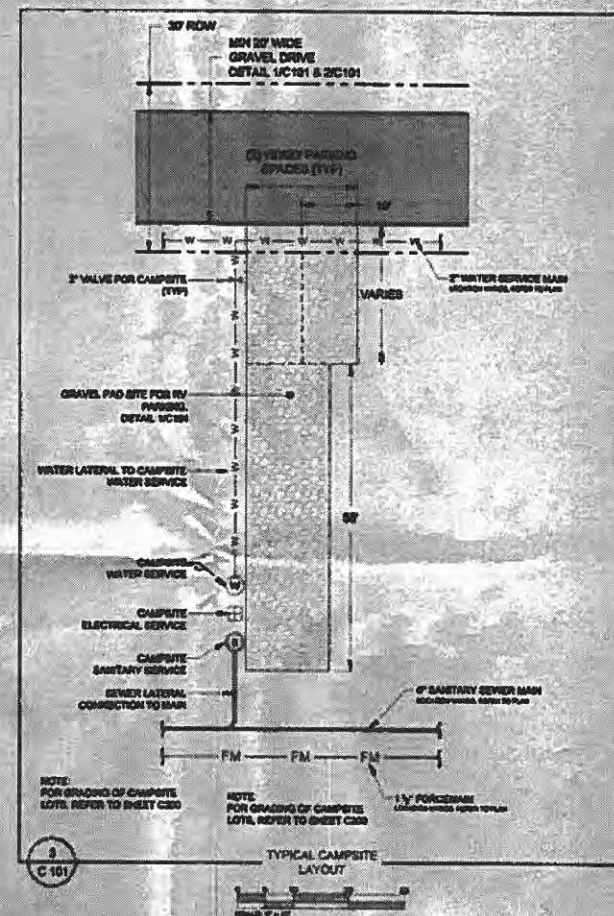
STANDARDS AND SPECIFICATIONS FOR SURFACE COURSES
PRIVATE CAMPBELL AND BLUMENFELD

A MESSAGE TO ADVERTISERS

- [illegible]



NOTE: ALL LOTS (LOTS 22 thru 26) WITHIN THIS FURTHER EXPANSION SHALL ADHERE TO THIS DETAIL. TO ALL ROADS MUST HAVE A MIN OF 10' OF SELECT FILL COMPACTED SUB-BASE. ROADS SHOULD BE GRADED TO SHEET FLOW RUNOFF TOWARDS STORMWATER MANAGEMENT FACILITY. PLEASE REFER TO SHEET C 200.



NOTE:
FOR GRADING OF CARPET
LOYS, REFER TO SHEET C30

TYPICAL CAMPSITE LAYOUT

The diagram shows a top-down view of a campsite. A rectangular tent is positioned on the left. To its right is a sleeping bag. Further right is a gear area containing various items like a backpack, a stove, and other supplies. A small table or bench is located at the bottom left of the gear area. The entire campsite is situated on a flat, open area with a simple horizon line in the background.

TELETYPE UNIT

VISTA
DESIGN, INC.
Alpharetta • Atlanta • Roswell • Lawrenceville
Land Planning • Construction • GIS Services
State Highway 400, Suite 100, 2004

SITE PLAN DETAILS

PROJECT DATA		REVISIONS		Date: 19-02-23 By: [Signature] Checked: [Signature] Approved: [Signature]	
Project No: 19-02-23 Project Name: SP 041520.dwg Project Location: [Blank] Project Date: 19-02-23 Project Status: [Blank]		Revision No: [Blank] Revision Description: [Blank] Revision Date: [Blank] Revision By: [Blank]		Drawing No: C 101 Drawing Title: [Blank] Drawing Scale: [Blank]	

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<p>19-023</p> <p>Surveying, engineering and land planning firm designed by VDI, the plat is a preliminary plat for the purpose of preparing a preliminary plat for the Further Expansion of Cooperative Campground, Lands of Robert K. & Julia B. Ewell. The survey was conducted on or about the date of the survey, and the results of the survey are shown on this plat.</p> <p>NOTES: The Platting Act and the rules and regulations of the Department of Public Safety, Division of Land Management, require that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the registered engineer or land planner, and that the plat be signed by the 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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

TEL: 410-632-1200 / FAX: 410-632-3008

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

MEMORANDUM

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director, Development Review and Permitting **JKK**
DATE: May 9, 2022
RE: Request to Transfer – Annual Housing Bond Allocation

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

The transfer of the bond allocation to the State is routinely done by local jurisdictions to avoid the costly and time-consuming process of issuing bonds at the local level and also provides for mortgage tax credits. Worcester County has consistently participated in this program, transferring 100% of the allocation to the Maryland Mortgage Program. Worcester County's Housing Bond allocation for 2022 is \$2,000,345.00.

Attached you will find the DHCD's letter of request, a summary of the purchase activity through the Maryland Mortgage Program, and a quick reference sheet on the program.

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

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

cc: Gary Pusey, Deputy Director
Davida Washington, Housing Rehabilitation Program Coordinator
Phil Thompson, Director, Treasurer's Office
Jessica Wilson, Deputy Director, Treasurer's Office

May 17, 2022

Maddy Ciulu, Director
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 367
Lanham, MD 20706

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Worcester County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$2,000,345 of its total \$2,000,345 tax-exempt housing bond allocation as set forth in the 2022 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Sincerely,

Joseph M. Mitrecic
President, Worcester County Commissioners

Certificate of Counsel

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

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



LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary
OWEN McEVOY
Deputy Secretary

April 15, 2022

The Honorable John M. Mitrecic
President, Board of County Commissioners
County Government Center RM 1103
One W. Market Street
Snow Hill, MD 21863-1195

Dear President Mitrecic,

The Department of Housing and Community Development (The Department) is contacting you regarding the Annual Housing Bond Allocation. We are reaching out to you to begin the process for 2022. There is no change to the process from last year.

The Department invites Worcester County to transfer its 2022 Housing Bond Allocation to the Department. By doing this, the Department utilizes local government housing bond allocations to issue bonds to fund housing programs or to issue mortgage credit certificates. The allocation represents the amount of volume cap authority that would have been available to the local government should it choose to issue the bonds itself in order to raise capital for mortgage loans. In prior years, the annual housing bond allocation has been an extremely powerful and successful tool in creating affordable housing opportunities.

The housing bond allocation for your jurisdiction is \$2,000,345.00. In order for the Department to utilize the housing bond allocation for your jurisdiction, you must transfer your allocation to the Department in writing on or before June 30, 2022.

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

We ask your cooperation in transferring your 2022 bond authority to the Department. Attachment I must be prepared on your letterhead and be returned no later than June 30, 2022 to the following address:

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



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



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

karl.metzgar@maryland.gov

Included for informational purposes only is Attachment II - Maryland Mortgage Program Purchase Activity for FY 2019, 2020, 2021, and 2022 as of 02/28/2022.

We look forward to your continued support of home ownership opportunities for residents of your County. Should you have any questions or need additional information, please contact Karl Metzgar at 301-429-7826 or by email at karl.metzgar@maryland.gov.

Thank you.

Sincerely,

Maddy Ciulu

Maddy Ciulu, Director
Single Family Housing

Enclosures:	Attachment I	Form Letter for Transfer of Allocation
	Attachment II	Maryland Mortgage Program Purchase Activity for FY 2019, 2020, 2021, and 2022 as of 02/28/2022.



MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
7800 HARKINS RD • LANHAM, MD 20706 • DHCD.MARYLAND.GOV
301-429-7400 • 1-800-756-0119 • TTY/RELAY 711 or 1-800-735-2258



ATTACHMENT I

**FORM LETTER FOR 2022 TRANSFER OF ALLOCATION
TO BE PREPARED ON YOUR LETTERHEAD**

[Date]

Maddy Ciulu, Director
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 367
Lanham, Maryland 20706

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, [Name of Jurisdiction] hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, \$_____ of its total \$_____ tax-exempt housing bond allocation as set forth in 2022 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

[Signature]

[Name & Title of Chief Elected Official]**Certificate of Counsel**

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

[Signature]

[Name & Title of Attorney]Attorney for: [Name of Jurisdiction]

Before mailing the original please send a copy to the following email address:
karl.metzgar@maryland.gov

RETURN THE ORIGINAL COMPLETED LETTER AND ATTACHMENT I TO:

Cherronda Estep
Maryland Department of Housing and Community Development
7800 Harkins RD 3rd Floor Single Family Housing
Lanham, MD 20706

ATTACHMENT II**MARYLAND MORTGAGE PROGRAM****PURCHASE ACTIVITY****FOR****WORCESTER COUNTY**

	Regular MMP		Bond portion of HIDP loan²	
Fiscal Year	#	Loan Amount	#	Loan Amount
2019	3	\$318,915	0	\$0
2020	15	\$2,539,121	0	\$0
2021	2	\$289,724	0	\$0
2022¹	9	\$1,476,429	0	\$0

1. Through 2/28/2022

2. The Homeownership for Individuals with Disability Program (HIDP) blends bonds funds with State Funds. This Program was replaced by HomeAbility on 2/4/2019

Maryland Mortgage Program (MMP) Quick Reference Sheet



Homebuyer Education (HBE) is required for MMP borrowers. Homebuyers are encouraged to take a class prior to signing a contract. It can be any class approved by HUD, FNMA or Freddie Mac, online or in-person, as long as it meets the guidelines of the servicer and insurer. If other sources of assistance are being used, HBE must also meet the requirements of that funding source. HBE must be completed within 12 months prior to closing.

- MMP has loan products with **DPA loans or grants**. The loans must be **repaid** (or subordinated, if applicable) when the first mortgage ends. Some loans are forgivable, but that is unusual (SmartBuy). Grants do not get repaid.
- MMP loans are available for first-time homebuyers AND repeat homebuyers.
 - **First Time Homebuyer Requirement** applies for any borrower using the First Time Advantage loan products). Flex products can be **repeat homebuyers**.
 - A First Time Homebuyer:
 - Hasn't owned a home ANYWHERE in the last three years; or
 - Is purchasing in a Targeted Area; or
 - Is a veteran using their exemption for the first time
 - This is not the same definition used for determining recording tax.
- Even if the borrower does not have to be a first-time homebuyer, they still **may not own a residence at the time of closing**.
- Property must be "**Owner Occupied**" and may not be an investment property, second home or have non-occupant co-signers.
- **Maximum Debt-to-Income (DTI) Ratio** for Maryland Mortgage Program loans is 50% for Conventional loans and for FHA loans with FICO over 680, and 45% for most other loans, although some specific loan products have a more restrictive limit (see individual product fact sheets).
- **Interest rates** are posted on the website here: mmp.maryland.gov/interestrates. They change to reflect the market; this can be daily or even more often. When the lender completes the reservation in the Maryland Mortgage Program Lender Online system, the rate is committed. The reservation can't be canceled and re-reserved to get a better rate.
- **Income, Loan and Purchase Limits** vary according to jurisdiction and size of household (everyone over 18).
 - Income, loan and purchase limits are on the website here: mmp.maryland.gov/income
 - Liquid assets are limited to less than 20% of the purchase price (401K doesn't count).
- **Minimum Credit Score** is 640, but some products have higher minimums (see fact sheets).
- Maryland Mortgage Program loans must be done through an **approved MMP lender**; there are more than 100 lenders; contact information is on our website here: mmp.maryland.gov/findlender. Many (but not all) of them also offer the SmartBuy and HomeAbility products.

RESOURCES:

- Questions and requests for staff training: SingleFamilyHousing.DHCD@maryland.gov
- Fact sheets, Mapper, Product Matrix, etc:
<https://mmp.maryland.gov/Lenders/Pages/ProgramInfo.aspx>

10/23/2020



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686
FAX: 410-632-3003

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
ASSISTANT FINANCE OFFICER

TO: Weston S. Young, Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer *PGT*
RE: Tax Ditch Roll Certification
DATE: May 5, 2022

For purpose of compliance with Section 26.802 of the Local Government Article of the Annotated Code of Maryland, the County Commissioners are required to certify the drainage tax rolls to the County Treasurer. The drainage tax rolls have been bound in a binder for the Commissioners' approval. Also included is a separate summary memo requesting approval of the upcoming fiscal year's tax rates and managers for the various tax ditches. Please sign the attached certification and present it to the County Commissioners for official certification as well.

If you have any questions please do not hesitate to contact me.



TEL: 410-632-0686
FAX: 410-632-3003

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND


21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
ASSISTANT FINANCE OFFICER

To: County Commissioners

May 5, 2022

From: Phillip G. Thompson, Finance Officer 
Crystal Webster, Public Drainage Coordinator

Re: FY 2023 rates for Tax Ditches
and Managers for Tax Ditches

Please approve the following tax rates for the upcoming FY 2023 year on the tax ditches listed below:

TAX DITCH	FY 2022 RATES Till/Wood/Minimum	FY 2023 RATES Till/Wood/Minimum	COMMENTS
Birch Branch	3.50/1.75/35.00	3.50/1.75/35.00	Same as previous year
Coonsfoot	3.50/2.00/50.00	3.50/2.00/50.00	Same as previous year
Dividing Creek (PU&UDC)	7.00/3.50/30.00	7.00/3.50/30.00	Same as previous year
Double Bridges Branch	2.50/1.25/25.00	2.50/1.25/25.00	Same as previous year
Franklin Branch	3.60/2.10/ 50.00	3.60/2.10/ 50.00	Same as previous year
Georgetown Branch	4.00/1.00/20.00	4.00/1.00/20.00	Same as previous year
Goodwill Branch	3.00/2.00/30.00	3.00/2.00/30.00	Same as previous year
Kitts Branch	6.00/5.00/20.00	6.00/5.00/20.00	Same as previous year
Lewis Road	4.00/1.00/25.00	4.00/1.00/25.00	Same as previous year
Middle Branch	.80/ .20/20.00	.80/ .20/20.00	Same as previous year
Nassawango Branch	3.00/ .75/ -0	3.00/ .75/ -0-	Same as previous year
Ninepin Branch	2.00/ .50/ 5.00	2.00/ .50/ 5.00	Same as previous year
Passerdyke Branch	4.50/1.50/25.00	4.50/1.50/ 25.00	Same as previous year
Pine Ridge Branch	3.50/ 2.50 / 35.00	3.50/2.50 / 35.00	Same as previous year
Sinepuxent Branch	6.00/5.00/ 20.00	6.00/5.00/20.00	Same as previous year
Taylorville (Lower)	3.00/ -0- /25.00	3.00/ -0- /25.00	Same as previous year
Timmonstown Branch	1.25/ .80/ 5.00	1.25/ .80/ 5.00	Same as previous year
Upper Taylorville	3.00/3.00/25.00	3.00/ 3.00/25.00	Same as previous year



TEL: 410-632-0686
FAX: 410-632-3003

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
ASSISTANT FINANCE OFFICER

FY 2023

Please approve the following managers for the following tax ditches:

TAX DITCH

MANAGERS

Birch Branch	Daniel Burton
Coonsfoot Branch	Watson Powell Jr.
Dividing Creek Branch (Pusey & Upper)	Jimmy Johnson
Double Bridges Branch	Wayne Tull
Franklin Branch	Roger Hudson
Georgetown	Keith W. Johnson
Goodwill Branch	Joe Dudis
Kitts Branch	John Taylor, Jr.
Lewis Road Branch	Sheikh Tarisa
Middle Branch	Oliver Smith
Nassawango Branch	William Dykes
Ninepin Branch	Kenny Littleton, Sr.
Passerdyke	Gene Donalds
Pine Ridge Branch	Wayne Tull
Sinepuxent Branch	Harry Taylor
Taylorville (Lower) Branch	Greg Cathall
Timmonstown Branch	Kenny Littleton, Sr.
Upper Taylorville Branch	Robert J. Elliott, Jr.



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

Assessment Lists Certification by County Commissioners for FY22

We, the County Commissioners for Worcester County, Maryland, do hereby certify to Philip G. Thompson, Finance Officer and Treasurer for Worcester County, Maryland, that the attached Tax Ditch-Public Drainage Association Assessment lists for FY 2022 are hereby approved.

Approval of Tax Rates and Managers

We, the County Commissioners for Worcester County, Maryland, approve the public drainage association tax rates and managers for the upcoming fiscal year, FY 2023.

ATTEST:

Weston S. Young
Chief Administrative Officer

Date

**COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND**

Joseph M. Mitrecic, President

Ted Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
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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

PUBLIC DRAINAGE ASSOCIATION CERTIFICATIONS

Certification to County Commissioners of Compliance with LG §26-802 for FY 22

I, Weston S. Young, Chief Administrative Officer and designated officer pursuant to Maryland Annotated Code, Local Government Article, §26-802, do hereby certify to the County Commissioners that the attached Tax Ditch-Public Drainage Association Assessment lists for FY 2022 conform to the requirements of the aforesaid §26-802.

Date

Weston S. Young
Chief Administrative Officer

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

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

May 2, 2022

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

Dear Commissioners:

I am writing to request that you approve and sign an updated software licensing contract with Prosecutor by Karpel, the case management system utilized by my office. Additional licenses are needed for the new staff being hired by the Office of the State's Attorney, and the cost of these licenses are included in the fiscal year 2023 budget request. I have negotiated with Karpel to ensure that payment for these additional licenses is not due until after July 1, 2023, even though Karpel will allow the additional users immediate access. The contract has been reviewed by the County Attorney and Karpel has already agreed to his modifications and signed it. The signed proposed contract is attached.

I thank you in advance for your thoughtful consideration and would be happy to answer any questions or concerns.

Very Truly Yours,

Kristin Heiser

**WORCESTER COUNTY STATE ATTORNEY'S
OFFICE, MD**

CONTRACT AMENDMENT



PROSECUTORbyKarpel®

This contract amendment between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and County Commissioners of Worcester County, a political subdivision of the State of MD (hereinafter referred to as “Client”) is for the consideration of the items set forth below regarding the Client’s use of the licensed copyrighted software, PROSECUTORbyKarpel® (herein referred to as PbK).

1. On February 18 2020, Client agreed to purchase 22 user licenses for the use of the copyrighted software program PbK.
2. Client agrees to purchase additional licensing at the current pricing specified below, based on Karpel Solutions License Terms and Use as stated in Section 2 of this agreement.

1. INVESTMENT SUMMARY

Description	Quantity	Price	Total Cost
PROSECUTORbyKarpel license	9	\$2,250	\$20250
PROSECUTORbyKarpel Annual Support/Maintenance fee	9	\$450	\$4050
Hosting Services	9	\$100	\$900
Total			\$25200

2. LICENSE TERMS AND USE

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week together). The Client agrees that Karpel Solutions will suffer damages from the Client’s breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client’s expense, enter into escrow agreement for the storage of the source codes.

4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

3. OTHER

All other terms and conditions apply – see original contract.

IN WITNESS WHEREOF, the parties have caused this contract amendment subject to the Terms and Conditions set forth in the original contract. The signatories warrant they have the authority to bind their respective party.

**County Commissioners of
Worcester County, MD**

Name

Title

Date

Karpel Solutions



Name

CEO

Title

4/29/2022

Date



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks (initials)
DATE: May 9, 2022
SUBJECT: Public Boat Ramp Use – South Point

Mr. Marc Spagnola, Captain, Dusk to Dawn Fishing Charters has requested a special use permit for use of the South Point Boat Ramp for charter purposes. This request was previously granted by the Commissioners on February 25, 2021. This pervious special use permit expired on February 15, 2022.

His services would not provide any material impact on the Recreation and Parks Department. Our Department had no issues or incidents with his usage during the last year.

As in the previous request, our department would suggest that should you approve this request, that only a pick-up and drop-off would be permitted and that no advertising either on his web site or at the boat ramp, overnight storage boats, materials or equipment, etc., should be permitted.

cc: Jacob Stephens, Parks Superintendent

Law Offices
AYRES, JENKINS, GORDY & ALMAND, P.A.
6200 COASTAL HIGHWAY, SUITE 200
OCEAN CITY, MARYLAND 21842
www.ajgalaw.com

GUY R. AYRES, III (1945-2019)
M. DEAN JENKINS
JAMES W. ALMAND
WILLIAM E. ESHAM, III
MARK SPENCER CROPPER
BRUCE F. BRIGHT
HEATHER E. STANSBURY
MAUREEN F. L. HOWARTH
RYAN D. BODLEY
VICTORIA O'NEILL
SPENCER AYRES CROPPER

EMAIL ADDRESS:
mcropper@ajgalaw.com

(410) 723-1400
FAX (410) 723-1861

April 27, 2022

OF COUNSEL
HAROLD B. GORDY, JR.

Mr. Joseph M. Mitrecic
President
Worcester County Commissioners
One West Market Street
Snow Hill, MD 21863

RE: Request for Special Use Permit at South Point Boat Ramp

Dear President Mitrecic:

I represent Captain Marc Spagnola, who owns and operates Dusk to Dawn Fishing Charters. On February 25, 2021, the Worcester County Commissioners granted a special use permit, allowing Mr. Spagnola to launch his twenty-foot Sea-Ark at the Worcester County South Point Boat Ramp ("South Point Ramp") for charter purposes. The special use permit expired on February 15, 2022. See attached as Exhibit A, the letter confirming the granting of said special use permit.

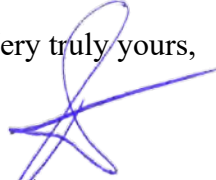
Over the last year, there have been no incidents between Mr. Spagnola and the South Point community. Further, Mr. Spagnola has taken every precaution to be respectful to those in the South Point community, as well as those generally using the South Point Ramp.

Mr. Spagnola has since purchased and outfitted a twenty-four (24) foot tri-toon vessel and a twenty-six (26) foot custom vessel for the same charter purposes. See attached as Exhibit B, photographs of Mr. Spagnola's new vessels. Further, Mr. Spagnola no longer owns the twenty (20) foot Sea-Ark that was subject to the prior special use permit. While Mr. Spagnola's new vessels are minimally larger than his prior vessel, Mr. Spagnola cannot take out any more passengers at one time. The new vessels are not certified to hold any more clientele. The only thing gained for Mr. Spagnola is the added comfort to his passengers.

The West Ocean City Boat Ramp ("West Ocean City Ramp") continues to get busier and more congested with each year, particularly on the weekends. See attached as Exhibit C, a photograph of the West Ocean City Ramp. This makes it increasingly difficult for Mr. Spagnola to use the West Ocean City Ramp due to a lack of parking. Should Mr. Spagnola lose access to the South Point Ramp, in addition to the limited ability to use the West Ocean City Ramp, it will be incredibly difficult for Mr. Spagnola to operate his business with the same level of success.

With all of that said, I am respectfully asking that the Commissioners: 1) grant Mr. Spagnola a special use permit to continue to use the South Point Ramp for a three-year term; and 2) allow Mr. Spagnola to use either vessel at the South Point Boat Ramp. I look forward to hearing from you.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Mark Spencer Cropper', with a large, stylized loop at the end.

Mark Spencer Cropper

Enclosures

cc: Roscoe Leslie
Marc Spagnola

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

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

February 25, 2021

Mr. Mark S. Cropper, Esq.
Ayres, Jenkins, Gordy & Almand, P.A.
6200 Coastal Highway, Suite 200
Ocean City, MD 21842

RE: Marc Spagnola Special Use Permit

Dear Mr. Cropper:

I write to confirm the terms of the special use permit granted by the County Commissioners at their February 16, 2021 meeting. The terms are as follows:

1. Mr. Spagnola is permitted to use the County's South Point Boat Ramp for launching his single 20 ft. SeaArk bow-fishing boat.
2. The permit will expire on February 15, 2022 and is non-transferable.
3. Mr. Spagnola's clients must minimize the number of vehicles that park at the boat ramp and must not exceed 4 total parked vehicles.
4. Mr. Spagnola must comply with all other applicable law, regulations, and rules.
5. The Commissioners may revoke the permit at any time for any reason.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Leslie".

Roscoe R. Leslie

Citizens and Government Working Together







ITEM 12

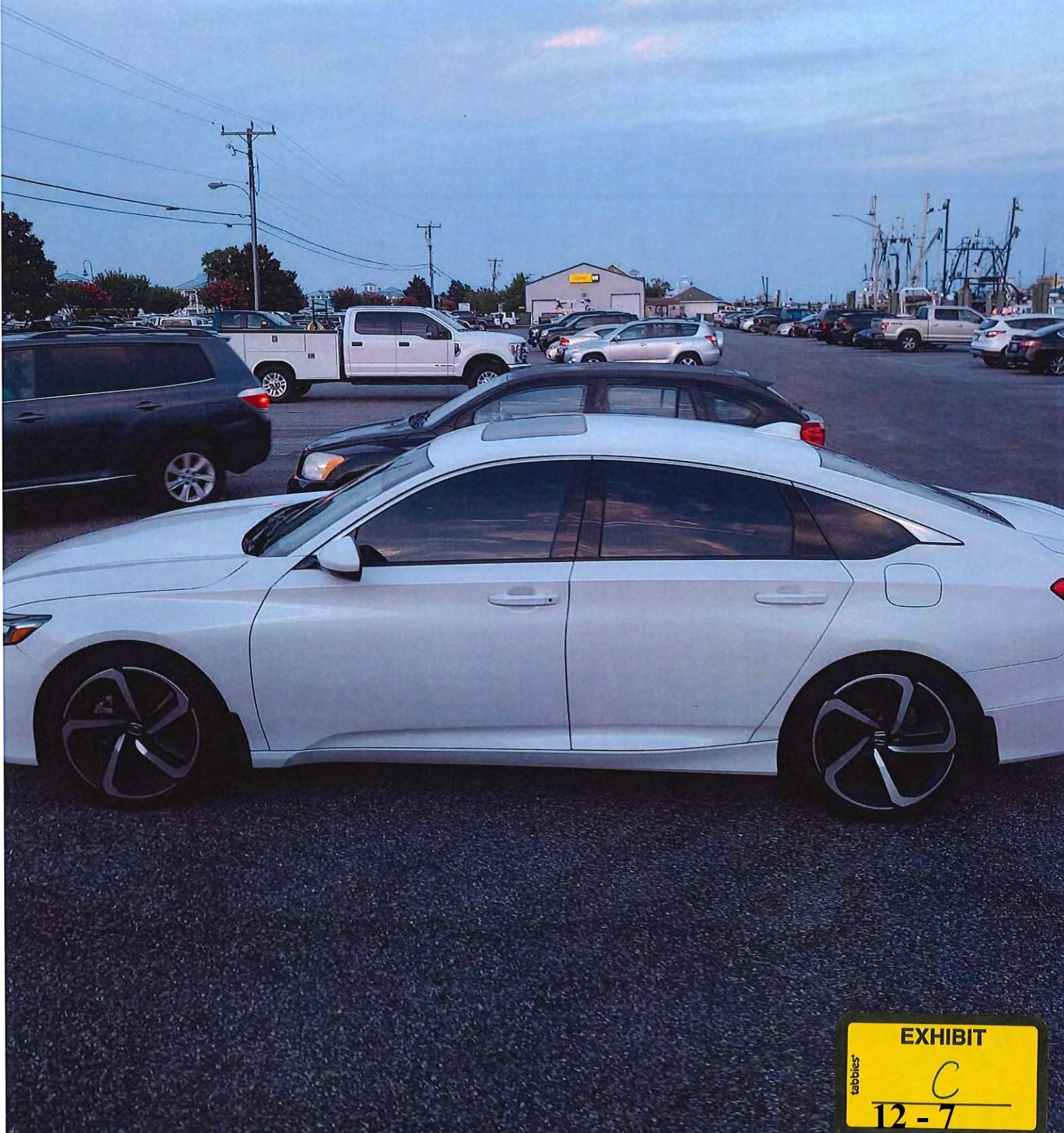
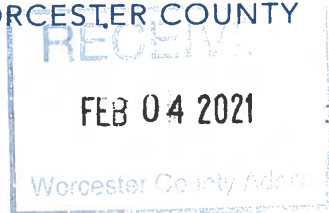


EXHIBIT
C
12-7

tabbles



WORCESTER COUNTY



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Weston Young, Assistant Chief Administrative Officer
Roscoe Leslie, County Attorney

FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development

DATE: February 4, 2021

SUBJECT: South Point- Spagnola

Please find attached the information from the file concerning a July 11, 2019 discussion with the Commissioners and a request from Mark Spagnola, Captain, Dusk to Dawn.

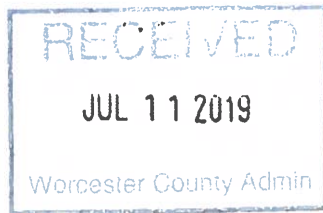
The request came to the Recreation Department from Mr. Spagnola. Per the code, it was taken before the commissioners. Also, please know, the Department of Recreation & Parks was only used as a conduit for the request and did not endorse the request.

The residents at the boat ramp seemed to object to the opportunity. Since the request, there's been an additional home built adjacent to the ramp as well. Please let me know if there's any questions.

cc: Kelly Rados
Jacob Stephens

**Worcester County**
Department of Recreation & Parks

Tom Perlozzo, Director

6030 Public Landing Road, Snow Hill, Maryland 21863
410.632.2144 • Fax: 410.632.1585**MEMORANDUM**

5

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation and Parks
DATE: July 11, 2019
SUBJECT: Public Boat Ramp Use – South Point

Please be advised that Mr. Mark Spagnola, Captain, Dusk to Dawn (dusktodawnbowfishing.com) Fishing Charters has requested a special use permit as identified in section CG 4-406 (f) for use at South Point Boat Ramp.

Mr. Spagnola has utilized the South Point ramp to launch and retrieve. His services would not appear to provide any material impact on the Recreation and Parks Department.

Should you approve the request, the department would suggest that only a pick-up and drop-off would be permitted and that no advertising either on his web site or at the boat ramp, overnight storage boats, materials or equipment, etc, should be permitted.

cc: Bill Rodriguez, Parks Superintendent
Maureen Howarth, County Attorney
Ed Tudor, Director DRP

Kelly Shannahan

Subject: FW: Public boat ramp use

From: Marc Spagnola [mailto:marc@dusktodawnbowfishing.com]
Sent: Wednesday, June 26, 2019 11:31 AM
To: Kelly Shannahan <kellys@co.worcester.md.us>
Subject: Public boat ramp use

To whom it may concern;

I am writing this letter in order to request a special use permit as identified in (f) of Bill No. 88-10.

My background is as follows; I have been a licensed charter captain, and Worcester County Resident for 5 years. Over that time I have utilized regional boat ramps from Virginia to Delaware and as far west as the Chesapeake. As you are aware, some ramps in certain counties are paid ramps while others are public. Over my 10 years of operation, I have never had an issue where utilizing any ramp is concerned. Last September an issue regarding my use of Worcester County's South Point Ramp emerged and continues. As of this request it is important to point out that like the public and many charter captains alike, I do use the site to launch and retrieve my water craft and while on the water, I utilize the parking area for my vehicle and trailer. Finally at no point has commercial business ever been conducted on county property.

As already mentioned, I utilized access points throughout the region. My usage of South Point provides a safety factor for Worcester County visitors since it is most prudent to launch close as opposed to running long distances in rough water where inclement weather is always an important consideration. Additionally, I provide a service for which there is a demand as I have been serving satisfied customers for 10 years. Finally, my activities add to broaden the economic base, promote lodging, food and beverage, etc., which ultimately drive local revenues.

Furthermore, and without going into specific detail, it would become clearly apparent to anyone who takes a moment to review the present situation, that the utilization of many county ramps by others pursuing a commercial end is simply common place. The purpose of this writing is twofold; first my hope is to be granted my request for a special permit as made available in section (f) of Bill No. 88-10. Secondly, I would urge the county to adopt a procedure that considers the issuance of permits where activities similar to mine are concerned as the demand for sought after services that I and others provide to visitors is being constrained simply due to the economics of water access.

In closing, I appreciate your consideration of my request. As you can imagine the matter is extremely important to me in terms of my livelihood, and therefore, I urge you to reach out with any questions you may have prior to your review of the matter.

Sincerely,

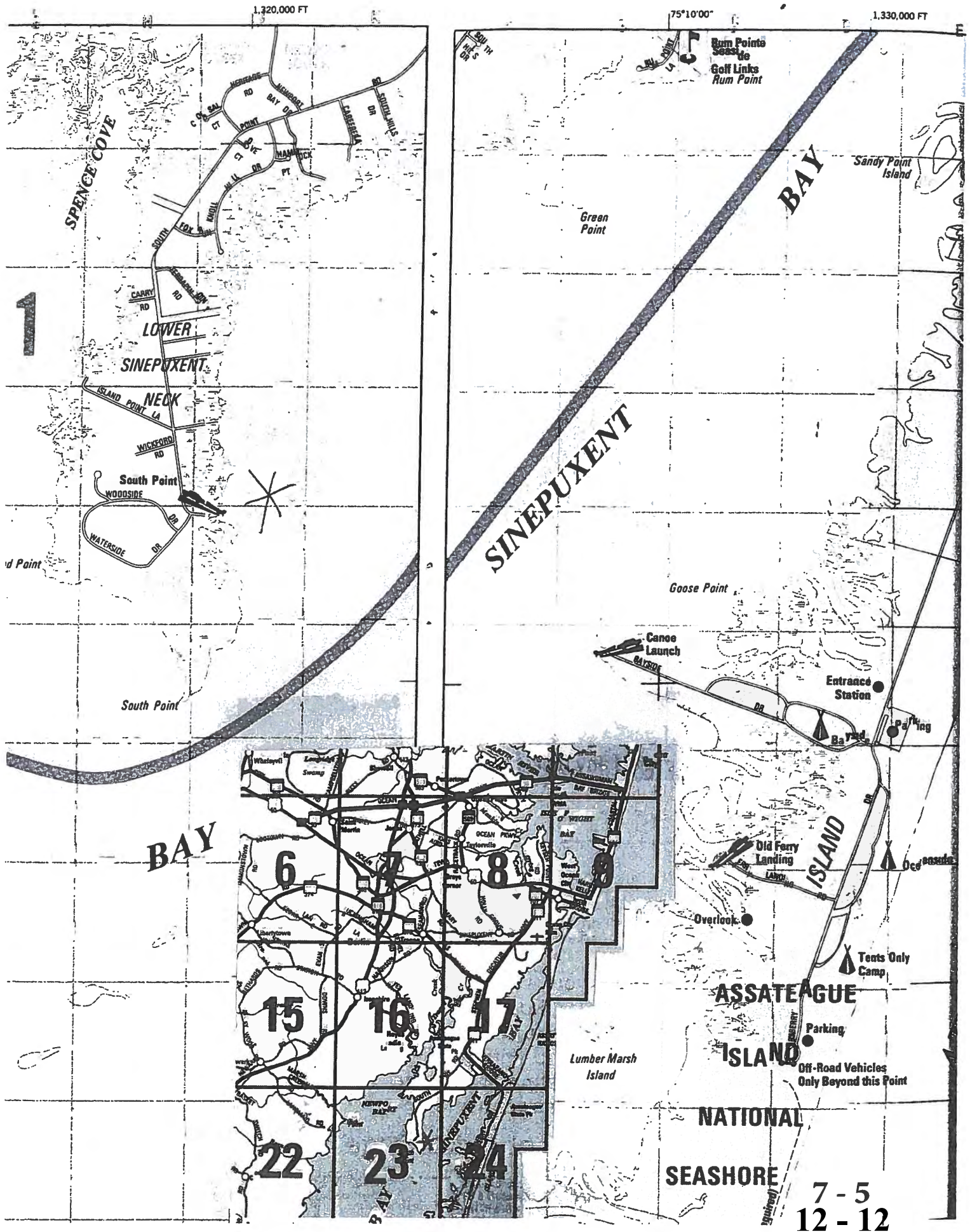
Marc A. Spagnola

Marc Spagnola
7173241649

Ordinance No. 35, the West Ocean City Harbor Management Ordinance previously in effect.

§ CG 4-406. County landings. [Added 9-13-1988 by Bill No. 88-10]

- (a) "County landings" defined. Used herein, the term "county landing" shall mean any dock, harbor, wharf, pier or ramp owned, maintained or operated by the County Commissioners of Worcester County except the West Ocean City Harbor.
- (b) Limitation on use. All county landings shall be used exclusively for the landing and retrieval of watercraft and ancillary activities thereto as herein set forth.
- (c) "Ancillary activities" defined. "Ancillary activities" mean:
 - (1) Parking of vehicles used for transporting watercraft or passengers utilizing the landing.
 - (2) Crabbing and fishing.
 - (3) Such other activities as may from time to time be permitted by the County Commissioners. [Added 1-12-1993 by Bill No. 92-19]
- (d) Prohibited activities. The following activities are prohibited at county landings:
 - (1) Commercial activities, including loading and unloading of produce, seafood, freight or merchandise.
 - (2) Tenting, camping or sleeping.
 - (3) Storage or warehousing of personal property.
 - (4) Anchoring, docking, mooring or tying up to any county landing or piling associated therewith.
- (e) Impoundment of property. Any personal property [except for motor vehicles as permitted by Subsection (c) hereof] left at any county boat landings shall be subject to impoundment by the County Commissioners or County Sheriff, who may charge a fee upon redemption in an amount sufficient to cover the cost of impoundment.
- (f) Special use permits. Any person wishing a special use permit for an activity not permitted hereunder may apply, in writing, to the County Commissioners, who may, in their sole discretion, grant such permit.
- (g) Violations. Any person violating the provisions hereof shall be guilty of a civil infraction. Each day of a violation constitutes a separate offense.





Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks (KR)
DATE: May 9, 2022
SUBJECT: Recreation Center Storage addition

The Recreation and Parks Department is requesting permission to approve the proposal from Becker Morgan for the architecture and engineering services for the Recreation Center storage addition. The proposal was reviewed and approved by our County Attorney.

Within the approved FY'22 Budget, funds were allocated for a storage addition to the Recreation Center (\$500,000). The approved project consists of an approximately 24 feet by 60 feet storage addition to the west side of the Recreation Center, extending the current storage area. Our current storage space is filled and equipment is often being stored within in the gym and arena area. Additional space is needed to store large pieces of equipment including, but not limited to track meet equipment, basketball and volleyball standards, sport court flooring, and various fitness equipment.

This project will follow all Program Open Space procedures. This development project will be 90% reimbursable through Program Open Space.

Attachments

cc: Lisa Gebhardt, Recreation Facility Superintendent
Bill Bradshaw, Building Administrator/County Engineer
Roscoe Leslie, County Attorney



ARCHITECTURE
ENGINEERING

March 8, 2022

Revised 2

Proposal / Agreement

Architecture and Engineering Services

WORCESTER COUNTY RECREATION CENTER ADDITION

6030 Public Landing Road
Snow Hill, Maryland

Project Scope

Worcester County plans to construct an attached storage addition along the west side of their existing recreation center (built in 2005) located at 6030 Public Landing Road in Snow Hill, Maryland. The addition (approx. 25'x60') will be single-story, metal building construction consistent with the storage room at the rear of the facility. It will be used for storage of gym equipment and will include an exterior rolling overhead door on the north side and double-door access from the gym at each end.

Services Scope

Comprehensive services for civil / recreational projects will normally range between 7%-10% of the total project cost and include the following design disciplines:

- Architecture
- Landscape Architecture
- Engineering (Civil, Structural, Mechanical, Electrical)
- Interior Design

These services are best rendered in phases – Design (Schematic and Design Development), Construction Documents, Bidding and Permitting, and Construction Phase. Becker Morgan Group, Inc. will provide services as listed below for these phases.

Design (Schematic and Design Development) Phase services shall include:

- Site and existing building analysis where improvements are planned – full set of existing drawings provided by Worcester County.
- Topographic Survey (southwest corner of building): The survey will locate existing property boundaries, structures, roadways, paved areas, visible or marked utilities, and other existing conditions necessary for the base plan. The topographic base plan will show contours at one-foot intervals and spot grades using Vertical Datum NAVD88 for preparation of the grading plan. (Fee does not include private utility locator's cost of marking underground utilities.)
- Research site and building constraints; synthesize goals into schematic drawings of existing facility (partial) and new addition, based upon field measurement and photography where improvements are planned.
- Meet to review drawings - Project team to attend up to two (2) design coordination / progress meetings.
- Refine drawings to document an overall project design: site plan, floor plan, roof plan, and elevations.
- Design of foundation based on coordination with the metal building manufacturer and review of their structural framing drawings. Spread footing foundation system assumed for this proposal. Structural revisions required after completion of Design Phase (during shop drawing review) are not included.



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Construction Documents Phase services shall include:

- Civil drawings sealed for bidding, permit and construction:
 - Site Plan: New building addition and modified pavement for vehicle access only. It is our understanding that parking modifications will not be required, so additional parking is excluded. It is assumed that site disturbance will remain under 5,000 square feet, so Stormwater Management Plan and Sediment and Erosion Control Plan are not included.
 - Site Grading plan: We will prepare a site grading plan to show new grading and swale modifications, as required for site drainage. Fee does not include design of retaining walls, retention ponds, stormwater mains, or other structures that may be required to properly contain grading and/or drainage.
- Architectural sealed for bidding, permit and construction:
 - Plans, Elevations, Sections, & Details
 - Provide specifications on drawings – project manual not included.
- Sealed structural drawings to include foundation plan and details only. All other structural drawings to be provided by metal building manufacturer.
- COMcheck energy calculation for building envelope only.

Bidding and Permitting Phase services shall include:

- Bid Documents: Assist County with preparation and distribution of limited “front end” specifications to accompany the Construction Documents (formal bid forms and specifications excluded). The “front end” will include an invitation and instruction to the bidders; bid form (with alternates); project summary; project management process and expectations.
- Attend pre-bid meeting at the site. Assist County with preparation and distribution of meeting minutes.
- Receive and respond to bidder questions. Issue addenda as appropriate.
- Assist in review of bids received by the Client and make a recommendation to award.
- Revise and issue documents to reflect addenda and selections of any alternates.
- Assist awarded Contractor with permit submission.
- Review and respond to questions and comments during permitting.

Construction Phase services shall include:

- Review Contractor’s applications for payment, proposed change orders and other construction correspondence.
- Review shop drawings.
- Respond to questions and issues during construction. Issue clarifications as needed.
- Architect to participate in up to three (3) scheduled progress meetings at key points during construction to ensure compliance with intent of documents.
- Engineers (Civil and Structural) to attend up to two (2) construction phase meetings.
- Assist County with preparation and distribution of meeting minutes.
- Prepare “punch list” after construction is complete.

This list represents the typical range of services Becker Morgan Group, Inc. customarily provides during the project from start to completion. Worcester County may elect not to include certain services in the scope of work. We recommend discussing the services and determining what services are in your best interest.

It is our understanding Worcester County personnel will present and support the project at all required agency reviews and public hearings, including Planning Commission. The project shall be similar in design and appearance to the existing facility, therefore design revisions required for compliance with Worcester County Design Guidelines and Standards for Commercial Use, are not included in the project scope of services.



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Compensation

For the professional services requested, our compensation will be based upon a fixed fee as follows:

Survey	\$ 2,500
Civil Engineering	\$ 4,000
Architecture	\$ 5,500
Structural Engineering	\$ 3,000
Fixed Fee Total	\$15,000

Exclusions

- Landscape Architecture
- Stormwater Management Plan; Sediment & Erosion Control Plan (assumes project has less than 5,000 square feet of site disturbance)
- Site Utilities plan (assumes no above ground or underground utilities are conflicting with the addition)
- Structural revisions required after completion of Design Phase (during shop drawing review).
- Mechanical, Electrical, Plumbing and Fire Protection / Sprinkler Engineering (to be completed on a design / build basis between the Owner and Contractor / Subcontractors)
- Geotechnical Engineering (Soil Borings and Recommendations)
- Interior Design* (Furniture, Fixtures, Equipment)
- Studies*: Traffic; Community Impact; Feasibility
- Environmental: Phase 1 and Phase 2 Studies; Forest Conservation Compliance; Wetlands Delineation and Permitting; Critical Areas Compliance
- Private Utility Locator / Marking Underground Utilities
- Technology; Telecommunications; Audio-visual; Public Address Systems
- Fees: Filing; Review; Permits; Agency Approvals; Bonds
- Regulatory Matters*: Variances; Exceptions; Amendments; Agency Reviews; Public Hearings
- Parking Design and Site Lighting*
- LEED Design*
- Cost Estimating
- Energy Modeling and Commissioning Services
- Value Engineering after Design Phase*
- Material Testing and Inspections
- Stakeout Services; As-builts*
- Specifications; Project Manual*

* Becker Morgan Group, Inc. has personnel qualified to perform these services if required.



ARCHITECTURE
ENGINEERING

Agreement Terms

Reimbursable items such as printing, shipping, mileage, etc. are not included in our fee, and will be billed separately. The attached *Terms and Conditions of Agreement* documents contract terms, and is hereby incorporated into this agreement. We have waived our requirement for initial payment based on our longstanding relationship. If this proposal is acceptable as written, please sign and return the original to our office or forward your standard contract of services for processing. We will then proceed accordingly with our services.

Thank you for the opportunity to be of service.

BECKER MORGAN GROUP, INC.

W. Ronald Morgan, AIA
President

Jason R. Pearce, AIA
Senior Associate

jrp/apg

Mr. Joseph M. Mitrecic, President
County Commissioners of Worcester County

Accepted: _____

Title: _____

Date: _____

Client Billing Information	(To Be Completed By Client – Please Print)
Billing Contact Name:	
Billing Entity:	
Billing Address: Street, City, State, Zip:	
Billing Email Address:	
Billing Contact Phone:	

Attachment: *Terms and Conditions of Agreement (01.01.22, Revised 03.08.22 Worcester County)*
MD

o21-0377aa-ppl_rev2.docx

TERMS AND CONDITIONS OF AGREEMENT For Professional Services

Scope of Project and Services

See attached proposal/letter of agreement. All references herein to A/E means Design Professional - Architect, Engineer, Landscape Architect, Surveyor, or Interior Designer.

Fixed Fee Projects

Billings are based upon the percentage of completion of each phase of services.

Hourly Rate Schedule

Compensation for hourly services:

Principals	\$225 - 275/hr
Senior Associate	\$150 - 200/hr
Associate	\$120 - 160/hr
Architect/Engineer/Interior Designer/Landscape Architect & Surveyor	\$145 - 165/hr
Designer	\$100 - 145/hr
Technician	\$ 50 - 110/hr
Support	\$ 50 - 150/hr
Field Crew	\$180/hr
Expert Witness	1.5 x billing rate
3D Scanner	\$200

Rates subject to change each January.

Any consultants required and authorized by the Owner will be billed at cost plus ten (10) percent.

Estimated Fees

Fee estimates are valid for sixty (60) days. Where an estimated total is given for hourly work, it shall not constitute an upset figure, but is provided to assist in project budgeting only.

Initial Payment

Services commence when the Owner's authorization is received with the initial payment, which will be applied to the final invoice.

Invoices

Invoices are sent monthly for services performed. Payment is due upon receipt. A late charge will be added thirty (30) days after the invoice date at 1.5% per month simple interest.

Reproduction Expenses

In-house reproduction expenses incurred in the interest of the project will be billed as follows:

Plots	Size	Regular	Color
	18x24	\$ 5.00	\$10.00
	24x36	\$10.00	\$15.00
	30x42	\$15.00	\$20.00
Photocopies	8½ x 11	\$.15	\$.50
	8½ x 14	\$.20	\$.75
	11x17	\$.25	\$ 1.00
Prints	18x24	\$ 2.00	
	24x36	\$ 3.00	
	30x42	\$ 4.00	

Reimbursable Expenses

Other expenses incurred in the interest of the project (travel, toll communications, postage, delivery, photographs, engineering or other consultants, renderings, models, etc.) will be billed monthly at cost plus ten (10) percent.

Government Agency Fees / Approvals

The owner shall pay directly (outside of Becker Morgan Group, Inc.'s fees and reimbursables) for all of the following governmental charges,

including, but not limited to: application fees, review fees, permit fees, plat recordation, governmental charges, impact fees, front footage assessments, water flow and pressure test, tap-in fees, bonds, transfer taxes, etc. Owner should investigate and budget these items in their total project development soft costs. Owner acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside of the A/E's control. A/E does not guarantee approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Additional Services

Services beyond those outlined in the attached Scope of Work, including for revisions due to adjustments in the scope, budget or quality of the project, for redesign of previously approved drawings, and for additional Construction Phase services, will be billed at hourly rates above or at fixed fees.

Change of Scope

All fees are subject to renegotiations if the original scope of service is changed or if services are not completed within two (2) months of the project's projected completion date indicated in the proposal.

Early GMP or Design / Build

If Owner solicits early GMP or Design / Build proposals based upon work-in-progress drawings or prior to A/E's receipt of, and response to, permitting comments, Owner acknowledges that any cost scheduling information resulting for such solicitations or procurement necessary will be subject to revision until the Construction Documents are finally completed and issued for construction, including all addenda. Any services required to highlight drawing changes associated with early GMP or Design / Build proposals shall be compensated as an Additional Service.

Fast-Track or Phased Project Delivery

If Owner requests or requires fast-track design services or early or phased construction document packages, Owner assumes the elevated risk the design services and/or phased construction document packages will have errors, omissions or incomplete coordination. Accordingly, A/E shall have no liability to Owner with respect to fast-track design services or early or phased construction packages absent gross negligence on the part of the A/E.

Betterment

In the case of design errors or omissions that lead to an increase in the cost of construction, A/E shall have no liability to Owner for the portion of such cost increase that represents betterment or value added to the project.

Third-Party Beneficiaries

Neither the Contractor nor any other person or entity, apart from the Owner and A/E, are intended beneficiaries of the A/E's services. A/E does not warrant or represent that its services or the Construction Documents will be free from errors, omissions or ambiguities. Owner shall inform all prospective contractors and construction managers, in writing, that A/E makes no representation whatsoever to any prospective contractor, trade contractor or construction manager regarding the quality, completeness or sufficiency of the Construction Documents, for any purpose whatsoever.

Site Visitation

In the event A/E's scope of services includes periodic site visits during the construction phases, A/E shall be serving only in the capacity as a consultant to advise Owner on issues involving progress and general design compliance. A/E does not assume any responsibility for the means and methods of construction, shoring or temporary construction, the quality or timeliness of any

contractor's work, job site safety, continuous on-site inspections, or any issues that fall outside of A/E's scope of services as defined in this Agreement.

Design Without Construction Review

Should Owner elect not to engage A/E to perform normal periodic construction observation and normal full service Submittals, RFIs, Substitution and Change Order review services during construction, Owner acknowledges that there is an increased risk to Owner of misinterpretation of A/E's design intent by the Contractor, the Owner or inspecting agencies; an increased risk of non-compliant construction work on the part of the Contractor; and a reduced opportunity afforded to the A/E and Owner to identify and resolve conflicts, errors or omissions in the construction or in the construction documents at a point when the consequences stemming from such risks and reduced opportunities could have been mitigated or avoided. Accordingly, A/E shall not be liable to Owner or others for any portions of any damages or harm that plausibly could have been avoided had the A/E been engaged to perform full service construction phase services.

Ownership of Documents

All documents (drawings, sketches, reports, etc.) prepared as instruments of service shall remain the copyrighted property of the A/E and are specific only to this project, Owner, and this Agreement. Work which is furnished, but not paid for, will be returned to the A/E and will not be used for any purpose by the Owner until payment in full is rendered. Owner agrees to indemnify, defend and hold A/E harmless for all claims arising out of Owners reuse, misuse, modification or assignment of A/E's instruments of service. This provision shall survive termination of this Agreement.

Insurance

The A/E is protected by Workmen's Compensation, Professional Liability and Standard Public Liability Insurance. The A/E will not be responsible for any loss, damage or liability arising from Owner's negligent acts, errors or omissions or those by Owner's consultants, contractors, and agents or from those of any person whose conduct is not within the A/E's contractual responsibility.

Risk Allocation

Owner and A/E have discussed the risk, rewards and benefits of the project and the A/E's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, A/E's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the limits of A/E's insurance coverage available to pay for said increased liability.

Termination of Agreement

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon at least seven (7) days written notice to the A/E in the event that the Project is permanently abandoned. In the event of termination not the fault of the A/E, the A/E shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

Environmental Hazards / Subsurface Conditions

The A/E does not perform services related to the identification, containment or removal of asbestos, hazardous waste, or any other environmental hazards, nor will it assume liability for any damages or costs related to these materials. Unless specifically included under A/E's scope of services, A/E assumes no liability for geotechnical engineering or any other analysis or testing

of subsurface conditions (including soils and the location of any utilities or structures not visible on the surface).

Nonpayment / Work Stoppage

The A/E reserves the right to stop work on the project upon ten (10) days written notice to Owner for non-payment and withdraw any permit documents. A/E's stoppage of work shall be without liability for consequential or other damages resulting from the stoppage. Restart on the project after thirty (30) days of stoppage will require payment of additional fees.

Standard of Care

The Owner acknowledges the inherent risks associated with construction. In performing professional services, the A/E will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed A/E in the jurisdiction where the project is located. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by the A/E during the completion of its services under this Agreement.

Successors & Assigns

The Owner and the A/E bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Affidavits / Certifications

Any affidavits or certifications required by government agencies, lenders, or others shall be written to include language acceptable to the A/E. The Owner shall not require certification that would require knowledge or assumption of responsibilities beyond the scope of this agreement.

Miscellaneous Provisions

Unless otherwise specified, this Agreement shall be governed by Maryland Law. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

Certificate of Merit

The Owner shall make no claim (whether directly or in the form of a third party claim) against the A/E unless the Owner shall have first provided the A/E with a written certification executed by a licensed professional in the State of Maryland, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an A/E performing professional services under similar circumstances. Such certificate shall be provided to the A/E thirty (30) days prior to the presentation of any such claim.

Electronic Media

If electronic media of project files are requested, the Owner or requesting party must sign an Electronic Media Release Form, plus remit \$200.00 per file, plus printing costs per sheet for one (1) record set for Owner and one (1) set for A/E.

Publicity

All publicity developed for this project will credit Becker Morgan Group, Inc. as the

Architects/Engineers, as appropriate.

January 1, 2022 – Revised March 8, 2022 – Worcester County

Becker Morgan Group, Inc.

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To: Commissioners

From: Roscoe R. Leslie

Date: May 9, 2022

RE: Resolution to Comply with Police Accountability Act

Action items for Commissioners

- Approve proposed resolution (with any requested changes).
- Begin appointments of members of Police Accountability Board and Administrative Charging Committee.

Introduction

Effective July 2022, the State's Police Accountability Act replaces the Law Enforcement Officer's Bill of Rights as the system for police discipline.

We have drafted a proposed resolution for Commissioner consideration that implements the new state law mandates and anticipated regulations.

We have included a color-coded version of the resolution to show provisions that are expressly mandated by state law and the currently proposed state regulations:

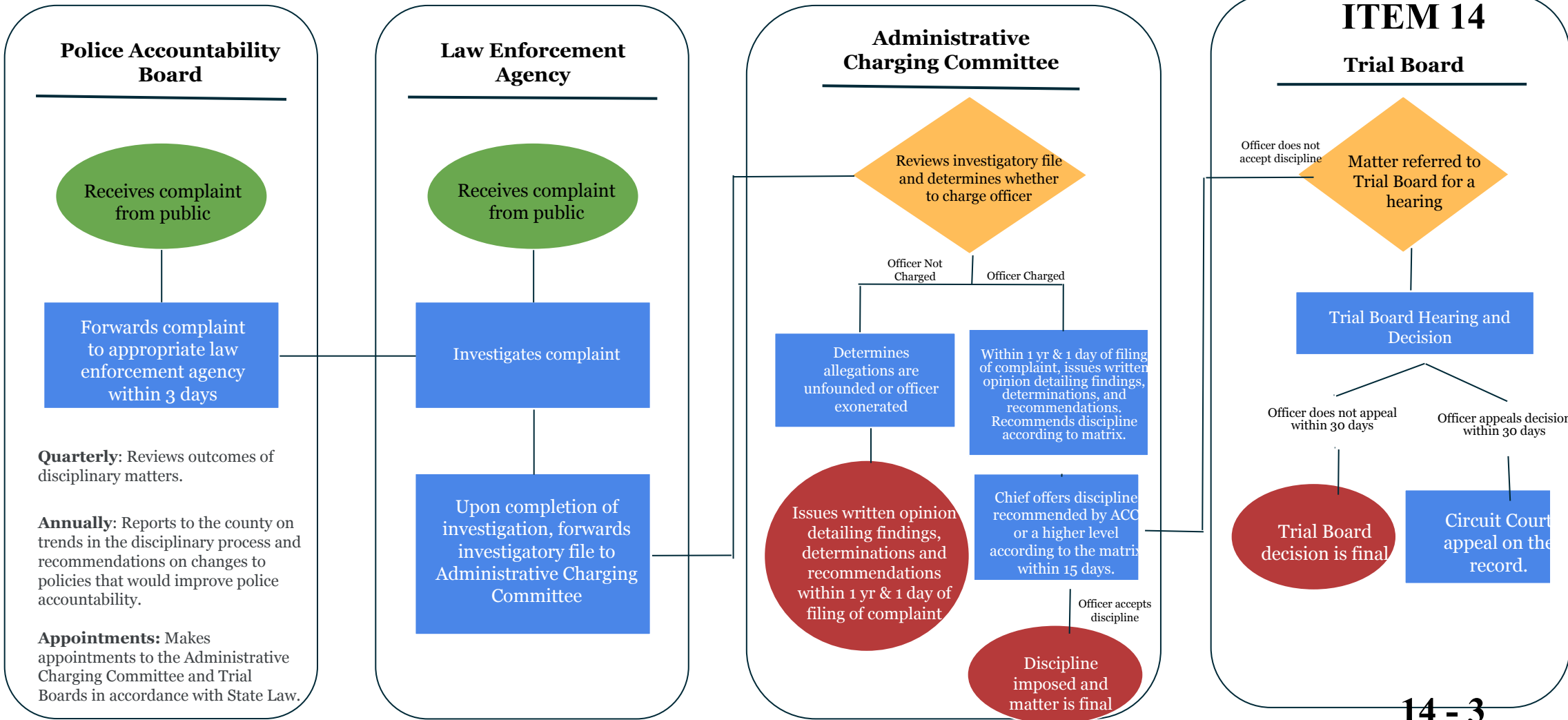
- **Yellow highlight:** Provisions required by state law.
- **Green highlight:** Provisions currently proposed as state regulations.

After adoption of the resolution, the Commissioners will need to appoint members to the newly-created bodies.

Summary: Three-Tiered System Created for Police Discipline

The legislation requires the County to set up three bodies that will handle police discipline for every local law enforcement organization in the County. Below is a brief summary of each body:

- **Police Accountability Board**
 - The proposed number of members is seven.
 - This is the overall governing body of the system.
 - Created, funded, and appointed by the Commissioners.
 - Cannot have active police officers on it, but must have a chairperson that has “relevant experience”.
 - Receives complaints of police misconduct from the public.
 - Appoints some members to the administrative charging committee and trial boards below it.
- **Charging Committee**
 - Five members:
 - Chair of Accountability Board.
 - Two civilians chosen by directly by Commissioners.
 - Two civilians chosen by Police Accountability Board.
 - Reviews complaints and investigations of police misconduct.
 - Determines whether an officer should be charged with misconduct.
 - If officer is charged, recommends discipline from State-created matrix.
- **Trial Board**
 - Three members:
 - Chaired by Retired or administrative law judge.
 - Civilian appointed by Police Accountability Board.
 - Police officer from agency involved.
 - Conducts hearings if officer doesn't accept discipline recommended by charging committee.



RESOLUTION NO. 22-__
RESOLUTION __

Recitals

- A. In 2021, the Maryland General Assembly passed House Bill 670, also known as the Maryland Police Accountability Act of 2021, that becomes effective on July 1, 2022 and requires Worcester County to establish a Police Accountability Board.
- B. House Bill 670 also requires the County to have an Administrative Charging Committee to serve countywide law enforcement agencies and local law enforcement agencies in the County.
- C. House Bill 670 also requires the County to establish a trial board process.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that a Police Accountability Board, a Charging Committee, and ability to create trial boards are established and will be governed by the following rules and procedures:

Article I: General Provisions

1. Definitions.

As used in this resolution, the following terms shall have the meanings indicated:

- A. Agency review: A thorough evaluation of the entire completed investigative file by the agency head. The agency review is not complete until the agency head determines that the investigative file is ready to be forwarded to the Administrative Charging Committee.
- B. Agency Head: A police chief, sheriff, administrator, department head, an individual in an equivalent position, or designee, or an individual appointed, employed, or elected to manage, administer, or supervise a law enforcement agency, or a designee. An agency head includes an officer designated by the head of a law enforcement agency, or to act on behalf of the agency head.
- C. Body Camera Footage: Any law enforcement agency audio/visual recording.
- D. Conflict of interest: A real or seeming incompatibility between one's private interests and one's official responsibilities in a position of trust.
- E. Law Enforcement Agency: A governmental police force, sheriff's office, security force or law enforcement-organization of

Worcester County or another entity within Worcester County that by statute, ordinance, or common law is authorized to enforce the general criminal laws of the State.

F. Good Moral Character: The possession of honesty and truthfulness, trustworthiness and reliability, and a professional commitment to the legal process and the administration of justice, as well as the condition of being regarded as possessing such qualities.

G. Officer: Any employee of a county law enforcement agency who is authorized to enforce the general criminal laws of the State, County, or a municipal corporation.

H. Police Misconduct: A pattern, a practice, or conduct by a police officer or law enforcement agency that includes:

- (1) depriving persons of rights protected by the constitution or laws of the State or the United States;
- (2) a violation of a criminal statute; or
- (3) a violation of law enforcement agency standards and policies.

G. Other definitions: Terms not specifically defined above that are expressly defined in the Annotated Code of Maryland, Public Safety Art. § 3-101 et seq. and any COMAR regulations promulgated under it shall have the same meanings given to them by those provisions.

2. Standing.

A. Unless otherwise authorized by State law, only a person, or the designee of such person, who experienced the alleged police misconduct may file a complaint of police misconduct.

B. A complaint of police misconduct by an officer of a law enforcement agency must be filed in accordance with the officer's agency's internal policy. A complaint of police misconduct may be filed with the Police Accountability Board by an officer of a law enforcement agency if an internal agency policy does not exist.

C. A complaint of police misconduct may only be filed under this Resolution if the alleged misconduct was carried out by an officer acting or making the representation of acting on behalf of a law enforcement agency.

3. Filing a Complaint; Statute of Limitations.

- A. A complaint of misconduct must be submitted using the complaint form adopted by the Police Accountability Board.
- B. A complaint of misconduct must be submitted to the headquarters of the law enforcement agency where the police officer against whom the misconduct is alleged is employed or, if being submitted to the Police Accountability Board, to the County Commissioners.
- C. A complaint of police misconduct may not be filed under this Resolution for events before July 1, 2022. A claim of a pattern or practice of police misconduct may rely on events which occurred before July 1, 2022, upon the claim of the continuation of the pattern or practice on or after July 1, 2022.
- D. A complaint of police misconduct must be filed within 45 days of the date the misconduct allegedly occurred unless otherwise provided for by Maryland law. A claim of a pattern or practice of police misconduct may rely on events from up to 3 years earlier.

4. Ethics.

Any member of the Worcester County Police Accountability Board, Worcester County Administrative Charging Committee, or the Trial Board must comply with the Worcester County Ethics laws (County Government Article 5 of the Worcester County Code).

5. Police Accountability Board.

There shall be a Worcester County Police Accountability Board to serve law enforcement agencies within Worcester County consistent with state law.

6. Duties.

- A. The Worcester County Police Accountability Board shall:
 - (1) Hold quarterly meetings with heads of law enforcement agencies and otherwise work with law enforcement agencies and the County government to improve matters of policing.
 - (2) Appoint civilian members to charging committee and trial boards.
 - (3) Receive complaints of police misconduct filed by members of the public.

(4) On a quarterly basis, review outcomes of disciplinary matters considered by charging committees.

(5) On or before December 31 of each year, submit a report to the Board of Worcester County Commissioners.

7. Membership.

A. The Worcester County Police Accountability Board shall consist of 7 members, one of whom shall serve as Chair.

B. The County Commissioners shall appoint each member and the Chair of the Worcester County Police Accountability Board.

C. Terms.

(1) Subject to paragraph (3) below, the term for each member of the Worcester County Police Accountability Board shall be two years.

(2) Members terms shall be staggered such that the terms of 3 members end in one year, and the terms of 4 members end the following year.

(3) For the initial term following the establishment of the Worcester County Police Accountability Board, the County Commissioners shall delineate the 3 members, at the time of the appointment, who shall serve a 1-year term.

(4) Members may serve for no more than three consecutive terms.

D. Removal; resignation.

(1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member before the end of the member's term, the County Commissioners must inform the member in writing of the date of termination from the Worcester County Police Accountability Board.

(2) A member who fails to maintain confidentiality, as required herein, of all Worcester County Police Accountability Board matters shall be removed from the Worcester County Police Accountability Board immediately by the County Commissioners.

(3) Members may resign from the Worcester County Police Accountability Board at any time by notifying the County Commissioners and the Chair of the Worcester County Police Accountability Board in writing.

E. Eligibility criteria.

- (1) Each member must be 21 years of age, or older.
- (2) Each member must be a legal resident or citizen of the United States, be a resident of Worcester County, and provide proof of residency or citizenship.
- (3) Each member must sign an agreement to maintain confidentiality of all Worcester County Police Accountability Board matters related to individual complaints until final disposition and all appeals have been exhausted.
- (4) Members must complete required training before serving on a Worcester County Police Accountability Board. The required training shall be set by the County Commissioners.
- (5) Members must be of good moral character.
- (6) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.
- (7) To the extent practicable, the membership shall reflect the racial, gender, and cultural diversity of Worcester County.
- (9) To the extent practicable, a person is not eligible to serve on the Worcester County Police Accountability Board if that person:
 - i. Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;
 - ii. Is under criminal investigation by any law enforcement agency;
 - iii. Is currently charged with a crime that is pending before any court;
 - iv. Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed;
 - v. Is an active police officer; or

- vi. Is an active employee of Worcester County or an entity within Worcester County with a law enforcement agency;

(10) To the extent practicable, the Chair of the Worcester County Police Accountability Board must:

- i. Be a retired sworn law enforcement officer who retired in good standing with at least 20 years of service in a Maryland Law Enforcement Agency or Federal Law Enforcement Agency;
- ii. Have been the head of a law enforcement agency, or in a command position within a law enforcement agency; and
- iii. Have academic credentials that include:
 - a. Degree from an accredited college or university with a major in either pre-law, police administration, or criminal justice; or
 - b. Completion of the FBI National Academy, The Northwestern School of Police Staffing and Command, or The Johns Hopkins University Police Executive Leadership Program.

(11). Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Police Accountability Board any event that may harm the public trust of the Worcester County Police Accountability Board, including:

- (i) Conflicts of interest;
- (ii) Criminal charges;
- (iii) Criminal investigations; and
- (iv) Criminal convictions.

8. Administration.

- A. The County Commissioners must submit a budget and oversee any staff for the Board.
- B. A complaint of police misconduct filed with the Worcester County Police Accountability Board or with a law enforcement agency that employs the officer who is subject to the complaint must include:

- (1) The name of the police officer accused of misconduct.
 - (2) A description of the facts on which the complaint is based.
 - (3) Contact information of the complainant or a person filing on behalf of the complainant for investigative follow-up.
- C. A complaint does not need to be notarized.
- D. A complaint of police misconduct filed with the board shall be forwarded to the appropriate law enforcement agency within 3 days after receipt by the Board.
- E. The County Commissioners shall establish the procedures for record keeping by the Worcester County Police Accountability Board.
- F. The Chair shall follow Robert's Rules of Order, and:
- (1) Establish the meeting schedule;
 - (2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
 - (3) Call each meeting to order;
 - (4) Coordinate the meeting in accord with the agenda;
 - (5) Invite discussion among members before voting;
 - (6) Invite motions, seconds and votes from members;
 - (7) Ensure that a record is kept of all business of the Worcester County Police Accountability Board;
 - (8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Police Accountability Board. Such events include but are not limited to:
 - i. Conflicts of interest;
 - ii. Criminal charges;
 - iii. Criminal investigations;
 - iv. Criminal convictions.
- G. Quorum; manner of attendance.
- (1) At least 4 members must be in attendance before the Worcester County Police Accountability Board may conduct business. Meetings shall be conducted either in person or remotely via secure video connection, which shall be determined by the Chair.

- (2) The Board may not adopt any rules and regulations outside of perfunctory clerical matters.

9. Conflict of State Law.

If there is a conflict with State law, the State law shall control. If State law no longer requires a Police Accountability Board, this Article is no longer applicable.

Article III Administrative Charging Committee**10. Administrative Charging Committee.**

There shall be a Worcester County Administrative Charging Committee to serve law enforcement agencies.

11. Composition of the Administrative Charging Committee.

A. The committee will be composed of:

- (1) The Chair of Worcester County's Police Accountability Board, or another member of the Worcester County Accountability Board designated by the Chair.
- (2) Two civilian members selected by the Worcester County Police Accountability Board.
- (3) Two civilian members selected by the County Commissioners.

B. Eligibility criteria.

- (1) Each member must be 21 years of age, or older.
- (2) Each member must be a legal resident or citizen of the United States and provide proof of legal residency or citizenship.
- (3) Each member must sign an agreement to maintain confidentiality of all Worcester County Administrative Charging Committee matters until final disposition and all appeals have been exhausted.
- (4) Members must successfully complete the Police Training and Standards Commission required training before serving on the Worcester County Administrative Charging Committee.
- (5) Each member's principal residence must be in Worcester County and provide proof of residency.
- (6) Members must be of good moral character and free from bias that would negatively impact the integrity of

the Worcester County Administrative Charging Committee.

- (7) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.

C. Neither the County Commissioners nor a selecting or appointing authority shall select or appoint any person to serve on the Worcester County Administrative Charging Committee, and such person is not eligible to serve on the Worcester County Administrative Charging Committee, if that person:

- (1) Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;
- (2) Is under criminal investigation by any law enforcement agency;
- (3) Is currently charged with a crime that is pending before any court; or
- (4) Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed.

D. Self-reporting. Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Administrative Charging Committee any event that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:

- (1) Conflicts of interest;
- (2) Criminal charges;
- (3) Criminal investigations; and
- (4) Criminal convictions.

E. Terms.

- (1) Subject to paragraph (3) below, the term for each member of the Worcester County Administrative Charging Committee shall be two years.
- (2) The term of a Worcester County Administrative Charging Committee member shall be staggered such that the terms

of 2 members shall end in one year, and the terms of 3 members end the following year.

- (3) For the initial term following the establishment of the Worcester County Administrative Charging Committee, one civilian selected by the Worcester County Police Accountability Board and one civilian selected by the President of the Board of County Commissioners shall each serve a 1 year term. The 3 remaining members shall serve 2 year terms.
- (4) Members may serve for no more than 3 consecutive terms.

F. Removal; resignation.

- (1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decides to remove a member prior to the end of the member's term, the member and the Chair of the Worcester County Administrative Charging Committee must be notified in writing by the County Commissioners. A majority vote of the County Commissioners is required to remove a member.
- (2) A member who fails to maintain confidentiality of all Worcester County Administrative Charging Committee matters shall be removed from the Worcester County Administrative Charging Committee immediately by the County Commissioners.
- (3) Members may resign from a Worcester County Administrative Charging Committee at any time by notifying the County Commissioners and the Chair of the Worcester County Administrative Charging Committee in writing.

G. The County Commissioners shall set a budget and oversee the staff of the Worcester County Administrative Charging Committee.

H. The County Commissioners shall establish the procedures for record keeping by the Worcester County Administrative Charging Committee.

12. Selection of a chairperson; responsibilities.

- A. The members of the Worcester County Administrative Charging Committee shall choose a Chairperson from their membership.
- B. The Chair shall follow Robert's Rules of Orders, and:

- (1) Establish the meeting schedule, with a minimum of one meeting per month;
- (2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
- (3) Call each meeting to order;
- (4) Coordinate the meeting in accord with the agenda;
- (5) Invite discussion among members before voting;
- (6) Invite motions, seconds and votes from members;
- (7) Ensure that a record is kept of all business of the Worcester County Administrative Charging Committee.
- (8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:
 - i. Conflicts of interest;
 - ii. Criminal charges;
 - iii. Criminal investigations; and
 - iv. Criminal convictions.

13. Meetings.

- A. The Open Meetings Act does not apply to meetings of the Worcester County Administrative Charging Committee, and they are not open to the public.
- B. Subject to item 13.C below, each Worcester County Administrative Charging Committee must establish a schedule so that they can make determinations in all pending matters within 30 days after an agency completes its investigation.
- C. The Worcester County Administrative Charging Committee must issue a determination and disposition of every matter within 1 year and 1 day after the initial filing of a complaint by a citizen.
- D. In order to maintain confidentiality, Worcester County shall ensure that the Worcester County Administrative Charging Committee uses secure methods to electronically transmit files, notes, and all other documents pertaining to an investigation.
- E. Quorum; manner of attendance.
 - i. Three members must be in attendance before the Worcester County Administrative Charging Committee may conduct business.
 - ii. Meetings shall be conducted either in person or remotely via secure video connection which shall be determined by the Chair.

- iii. The Worcester County Administrative Charging Committee may not adopt any rules or regulations outside of perfunctory clerical matters.
- F. Law Enforcement Agency Investigation
 - (1) Complaints from the public that meet the eligibility requirements for a mediation program, under state law, may, subject to the agreement of the complainant, be handled outside of the complaint process articulated in this Resolution.
 - (2) Complaints from the public handled through mediation will be tracked with other citizen complaints for accountability.
 - (3) Upon receipt of a complaint of alleged police misconduct from the Worcester County Police Accountability Board or member of the public, the law enforcement agency shall complete a thorough investigation.
 - (4) The agency head may include a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter. The recommendation may include the agency head's opinion regarding:
 - i. whether or not the law enforcement officer should be disciplined;
 - ii. aggravating or mitigating facts or circumstances;
 - iii. if appropriate, any recommended alternatives to discipline; and
 - iv. if the agency head feels that discipline is warranted, a specific recommendation for discipline in accordance with the Statewide Disciplinary Matrix, approved by the Police Training and Standards Commission.
 - (5) Upon completion of an investigation, the investigating agency shall forward the investigative files of the completed investigation to the Worcester County Administrative Charging Committee within 3 business days after the later of:
 - i. the completed agency review, or
 - ii the agency head issuing a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter.

14. Deliberations and Recommendation.

- A. Deliberations. Upon receipt of the completed investigation from the investigating agency, the committee then:
- (1) Reviews the findings of a law enforcement agency's investigation;
 - (2) Reviews body camera footage or other audio/visual footage submitted with the investigative file that may be relevant to the matters covered in the complaint of misconduct;
 - (3) Authorizes a police officer called to appear before a charging committee to be accompanied by a representative;
 - (4) May request information or action from the law enforcement agency that conducted the investigation such as requiring further investigation and the issuance of subpoenas; and
 - (5) Shall review and determine or ask for further review within 30 days after completion of the investigating agency's review.
- B. Voting
- (1) Decisions of the Worcester County Administrative Charging Committee shall be made by majority vote of the members in attendance.
 - (2) Each member shall cast one vote and shall not abstain unless the member has a conflict of interest.
 - i. The member with the potential conflict of interest must proactively announce the existence of the potential conflict of interest prior to any discussion of the matter.
 - ii. The members shall discuss the details of the potential conflict of interest and if the majority determines that the conflict (or the appearance of a conflict) is such that the member with the conflict should not be involved, that member shall be excused from the meeting before any consideration of the matter and shall return only after voting on the matter has concluded.
- C. Recommendations

- (1) The Worcester County Administrative Charging Committee makes a determination whether to administratively charge the officer. If the determination is that administrative charges should be filed, the discipline recommendation shall be in accordance with the Statewide Disciplinary Matrix.
- (2) The Worcester County Administrative Charging Committee shall not administratively charge an officer for conduct arising from an incident for which the officer has previously been disciplined or sanctioned or the Worcester County Administrative Charging Committee has already made a determination whether to administratively charge.
- (3) The Worcester County Administrative Charging Committee shall issue a written opinion that describes in detail its findings, determinations, and recommendations. If the agency head submits a written recommendation, the Worcester County Administrative Charging Committee shall consider the recommendation before making a final decision. The Worcester County Administrative Charging Committee shall note their consideration of the agency head's written recommendation in the Worcester County Administrative Charging Committee's written opinion.
- (4) The Worcester County Administrative Charging Committee shall forward the written opinion, within 5 business days of its completion, to the agency head, the police officer, and complainant.
- (5) If the officer is not charged, the Worcester County Administrative Charging Committee may make a determination that the allegations are "Unfounded" or the officer is "Exonerated."
- (6) The Worcester County Administrative Charging Committee may record, in writing, any failure of supervision that caused or contributed to a police officer's misconduct.
- (7) Each member must maintain confidentiality relating to a matter being considered until the final disposition of the matter and all appeals have been exhausted.

15. Settlement Negotiations.

A. An agency head is authorized, at their sole discretion, to engage in settlement negotiations with a police officer or the officer's representative.

B. Tentative settlements must be completed within 10 business days from the date the officer received the written recommendation issued by the Worcester County Administrative Charging Committee.

C. If a tentative settlement agreement is reached that proposes discipline below that recommended by the Worcester County Administrative Charging Committee, the agency head shall forward the tentative agreement to the Worcester County Administrative Charging Committee for the Worcester County Administrative Charging Committee's review within 5 days of reaching tentative agreement.

- (1) Upon receiving the tentative agreement, the Worcester County Administrative Charging Committee may:
 - i. Endorse the proposed settlement agreement and authorize the agency head to impose the discipline agreed upon, or
 - ii. Reject the proposed settlement agreement and inform the agency head that the Worcester County Administrative Charging Committee's original disciplinary determination stands.
- (2) If the Worcester County Administrative Charging Committee endorses the agreement, either affirmatively or by taking no action within 10 business days, the agency head shall impose the agreed upon discipline.
- (3) If the Worcester County Administrative Charging Committee rejects the proposed agreement, the agency head shall offer the Worcester County Administrative Charging Committee's original disciplinary determination to the officer.
- (4) If the officer accepts the discipline, it shall be imposed. If the officer refuses to accept the discipline, the matter shall be referred to a trial board.
- (5) The Worcester County Administrative Charging Committee's decision (endorsement or rejection) on a proposed settlement must be made within 1 year and 1 day after the filing of a complaint by a citizen.

16. Conflict with State law.

If State law no longer requires an Administrative Charging Committee, this Article is no longer applicable.

Article IV Trial Board**17. Trial Board.**

There shall be a Worcester County Trial Board to hear matters charged by the Worcester County Administrative Charging Committee on which an officer of a law enforcement agency elects trial.

18. Composition.

A. The Trial Board will be composed of:

- (1) An actively serving or retired Administrative Law Judge or a retired Judge of the District or a Circuit Court, appointed by the County Commissioners and confirmed by the County Commissioners.
- (2) A civilian, who is not a member of an Administrative Charging Committee or Worcester County Police Accountability Board, appointed by the Worcester County Police Accountability Board.
- (3) A police officer of equal rank to the police officer who is accused of misconduct, appointed by the head of the law enforcement agency.

B. A civilian appointee must meet the eligibility criteria for both the Worcester County Police Accountability Board and the Worcester County Administrative Charging Committee in order to serve on the Trial Board. Up to 5 civilian appointees may be pre-appointed by the Worcester County Police Accountability Board to be eligible to serve as a voting member of a Trial Board as needed.

C. Removal; resignation.

- (1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member prior to the end of the member's term, the member must be notified in writing by the County Commissioners.
- (2) Members may resign from the Worcester County Trial Board at any time by notifying the County Commissioners.

D. The County Commissioners shall set a budget and oversee the staff of the Trial Board.

E. The County Commissioners shall establish the procedures for record keeping by the Trial Board.

F. The Trial Board may not adopt any rules or regulations outside of perfunctory clerical matters.

G. The actively serving or retired administrative law judge or the retired judge of the district court or a circuit court shall:

- (1) Be the chair of the Trial Board;
- (2) Be responsible for ruling on all motions before the Trial Board; and
- (3) Prepare the written decision of the Trial Board, including the findings, conclusions, and recommendations of the Trial Board.

19. Rules of Procedure.

A. The charges brought by the Worcester County Administrative Charging Committee are presented by the law enforcement agency from which the charged officer was employed at the time of the alleged event. The law enforcement agency cannot decline to proceed on the charges brought by the Worcester County Administrative Charging Committee. The law enforcement agency may hire outside counsel to represent and present the charges on behalf of the agency. The individual presenting the case in support of the charges brought by the Administrative Charging Committee has wide discretion in the manner in which the case will be presented to the Trial Board.

B. The law enforcement officer is entitled to representation by counsel, but not at the expense of the County or the Law Enforcement Agency at which the officer worked at the time of the alleged event.

C. The entire investigative file of the Law Enforcement Agency and of the Administrative Charging Committee shall be provided to the charged law enforcement officer no later than 30 days before the hearing. Along with the charges, the officer shall be notified of the date, time, location of the hearing and the names of the members who shall sit as the Trial Board. Officers can strike Trial Board members for good cause shown. A motion to strike must be submitted, in writing, to the judge of the Trial board 5 days after the notice is sent. The Trial Board members not alleged to have a conflict then shall determine if a conflict exists. That decision must be unanimous and be made 5 days after the filing of the motion to strike. If a conflict exists,

the appropriate appointing authority shall submit a new name no later than 10 days after the Trial Board's determination of a conflict.

D. All members of the Trial Board must be present for an adjudicatory hearing.

E. The law enforcement agency has the burden of proof by a preponderance of the evidence. The charged officer need not present any evidence or call any witnesses and these decisions may not be held against the charged officer by the Trial Board.

F. When a Trial Board determines that the law enforcement agency has met the required burden of proof for a charge, it shall adjudicate that charge as "sustained". When a Trial Board determines that the law enforcement agency has not met the required burden of proof for a charge, it shall adjudicate that charge as "not sustained".

G. For each charge, the majority of Trial Board members must agree that the law enforcement agency has met the required burden of proof to adjudicate a charge as "sustained". If a majority of Trial Board members do not agree that the burden of proof has been met for a charge, then the charge shall adjudicated as "not sustained".

H. The Trial Board shall give the law enforcement agency and law enforcement officer ample opportunity to present their respective cases concerning the charges.

I. A Trial Board may administer oaths and issue witness subpoenas as necessary. Witnesses will be sworn under oath and proceedings shall be recorded. Each party has the right to cross-examine witnesses who testify and each party may submit rebuttal evidence.

J. Evidence with probative value that is commonly accepted by reasonable and prudent individuals in the conduct of their affairs is admissible and shall be given probative effect.

K. The Trial Board shall give effect to the rules of privilege recognized by the Maryland Rules and all other applicable law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. The Trial Board may not infer an admission of guilt from a charged police officer who does not testify. The law enforcement agency may not call the charged officer to testify. The Trial Board may order witnesses to remain sequestered during the hearing upon motion by either party.

L. Each record or document that a party desires to use shall be offered and made a part of the record upon admission by the Trial Board.

M. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

N. Trial Board proceedings shall be open to the public, except to protect:

- (1) A victim's identity.
- (2) Personal privacy of an individual.
- (3) A child witness.
- (4) Medical records.
- (5) Identity of a confidential source.
- (6) An investigation technique or procedure.
- (7) The life or physical safety of an individual.

O. A complainant has the right to be notified of a Trial Board hearing and, except as provided above, the right to attend the hearing. A complainant is not a party to the hearing, but may be called as a witness by either the litigating agency or the charged officer.

P. Upon the conclusion of each party's case, the Trial Board, in closed session, shall deliberate based solely on the evidence presented. A finding shall be issued before the Trial Board adjourns and, in open session, the judge shall deliver the holding of the Trial Board.

Q. If the charges against an officer are sustained by the Trial Board, the Trial Board shall provide the opportunity for the litigating agency, the officer, any character witnesses on behalf of the officer, and the complainant, to comment on what discipline should be imposed. After hearing from the aforementioned persons, the Trial Board shall impose a discipline in accordance with the Statewide Disciplinary Matrix before adjourning. A police officer may only be disciplined for cause.

R. Within 45 days after the final hearing by a Trial Board, the Trial Board shall issue a written decision reflecting the findings, conclusions, and recommendations of a majority of the Trial Board.

20. Appeal.

The police officer whose administrative charges are sustained may appeal within 30 days after the date of issuance of a decision to the Circuit Court for Worcester County.

21. Conflict with State Law.

In the event that there is a conflict with State law, the State law shall control. In the event that the State law no longer requires a trial board, this Article is no longer applicable.

22. Local Use of Trial Board.

If allowed by law, Worcester County entities that elect to not operate their own law enforcement review boards, may utilize the county's Trial Board. Any costs associated with the utilization of the Trial Board shall be paid by the entity from which the agency subject to the review derives.

AND BE IT FURTHER RESOLVED that this resolution takes effect upon passage.

PASSED AND ADOPTED this ____ day of _____, 2022:

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

RESOLUTION NO. 22-__
RESOLUTION __

Recitals

- A. In 2021, the Maryland General Assembly passed House Bill 670, also known as the Maryland Police Accountability Act of 2021, that becomes effective on July 1, 2022 and requires Worcester County to establish a Police Accountability Board.
- B. House Bill 670 also requires the County to have an Administrative Charging Committee to serve countywide law enforcement agencies and local law enforcement agencies in the County.
- C. House Bill 670 also requires the County to establish a trial board process.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that a Police Accountability Board, a Charging Committee, and ability to create trial boards are established and will be governed by the following rules and procedures:

Article I: General Provisions

1. Definitions.

As used in this resolution, the following terms shall have the meanings indicated:

A. Agency review: A thorough evaluation of the entire completed investigative file by the agency head. The agency review is not complete until the agency head determines that the investigative file is ready to be forwarded to the Administrative Charging Committee.

B. Agency Head: A police chief, sheriff, administrator, department head, an individual in an equivalent position, or designee, or an individual appointed, employed, or elected to manage, administer, or supervise a law enforcement agency, or a designee. An agency head includes an officer designated by the head of a law enforcement agency, or to act on behalf of the agency head.

C. Body Camera Footage: Any law enforcement agency audio/visual recording.

D. Conflict of interest: A real or seeming incompatibility between one's private interests and one's official responsibilities in a position of trust.

E. Law Enforcement Agency: A governmental police force, sheriff's office, security force or law enforcement-organization of

Worcester County or another entity within Worcester County that by statute, ordinance, or common law is authorized to enforce the general criminal laws of the State.

F. Good Moral Character: The possession of honesty and truthfulness, trustworthiness and reliability, and a professional commitment to the legal process and the administration of justice, as well as the condition of being regarded as possessing such qualities.

G. Officer: Any employee of a county law enforcement agency who is authorized to enforce the general criminal laws of the State, County, or a municipal corporation.

H. Police Misconduct: A pattern, a practice, or conduct by a police officer or law enforcement agency that includes:

- (1) depriving persons of rights protected by the constitution or laws of the State or the United States;
- (2) a violation of a criminal statute; or
- (3) a violation of law enforcement agency standards and policies.

G. Other definitions: Terms not specifically defined above that are expressly defined in the Annotated Code of Maryland, Public Safety Art. § 3-101 et seq. and any COMAR regulations promulgated under it shall have the same meanings given to them by those provisions.

2. Standing.

A. Unless otherwise authorized by State law, only a person, or the designee of such person, who experienced the alleged police misconduct may file a complaint of police misconduct.

B. A complaint of police misconduct by an officer of a law enforcement agency must be filed in accordance with the officer's agency's internal policy. A complaint of police misconduct may be filed with the Police Accountability Board by an officer of a law enforcement agency if an internal agency policy does not exist.

C. A complaint of police misconduct may only be filed under this Resolution if the alleged misconduct was carried out by an officer acting or making the representation of acting on behalf of a law enforcement agency.

3. Filing a Complaint; Statute of Limitations.

- A. A complaint of misconduct must be submitted using the complaint form adopted by the Police Accountability Board.
- B. A complaint of misconduct must be submitted to the headquarters of the law enforcement agency where the police officer against whom the misconduct is alleged is employed or, if being submitted to the Police Accountability Board, to the County Commissioners.
- C. A complaint of police misconduct may not be filed under this Resolution for events before July 1, 2022. A claim of a pattern or practice of police misconduct may rely on events which occurred before July 1, 2022, upon the claim of the continuation of the pattern or practice on or after July 1, 2022.
- D. A complaint of police misconduct must be filed within 45 days of the date the misconduct allegedly occurred unless otherwise provided for by Maryland law. A claim of a pattern or practice of police misconduct may rely on events from up to 3 years earlier.

4. Ethics.

Any member of the Worcester County Police Accountability Board, Worcester County Administrative Charging Committee, or the Trial Board must comply with the Worcester County Ethics laws (County Government Article 5 of the Worcester County Code).

5. Police Accountability Board

There shall be a Worcester County Police Accountability Board to serve law enforcement agencies within Worcester County consistent with state law.

6. Duties.

- A. The Worcester County Police Accountability Board shall:
 - (1) Hold quarterly meetings with heads of law enforcement agencies and otherwise work with law enforcement agencies and the County government to improve matters of policing.
 - (2) Appoint civilian members to charging committee and trial boards.
 - (3) Receive complaints of police misconduct filed by members of the public.

(4) On a quarterly basis, review outcomes of disciplinary matters considered by charging committees.

(5) On or before December 31 of each year, submit a report to the Board of Worcester County Commissioners.

7. Membership.

A. The Worcester County Police Accountability Board shall consist of 7 members, one of whom shall serve as Chair.

B. The County Commissioners shall appoint each member and the Chair of the Worcester County Police Accountability Board.

C. Terms.

- (1) Subject to paragraph (3) below, the term for each member of the Worcester County Police Accountability Board shall be two years.
- (2) Members terms shall be staggered such that the terms of 3 members end in one year, and the terms of 4 members end the following year.
- (3) For the initial term following the establishment of the Worcester County Police Accountability Board, the County Commissioners shall delineate the 3 members, at the time of the appointment, who shall serve a 1-year term.
- (4) Members may serve for no more than three consecutive terms.

D. Removal; resignation.

- (1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member before the end of the member's term, the County Commissioners must inform the member in writing of the date of termination from the Worcester County Police Accountability Board.
- (2) A member who fails to maintain confidentiality, as required herein, of all Worcester County Police Accountability Board matters shall be removed from the Worcester County Police Accountability Board immediately by the County Commissioners.
- (3) Members may resign from the Worcester County Police Accountability Board at any time by notifying the County Commissioners and the Chair of the Worcester County Police Accountability Board in writing.

E. Eligibility criteria.

- (1) Each member must be 21 years of age, or older.
- (2) Each member must be a legal resident or citizen of the United States, be a resident of Worcester County, and provide proof of residency or citizenship.
- (3) Each member must sign an agreement to maintain confidentiality of all Worcester County Police Accountability Board matters related to individual complaints until final disposition and all appeals have been exhausted.
- (4) Members must complete required training before serving on a Worcester County Police Accountability Board. The required training shall be set by the County Commissioners.
- (5) Members must be of good moral character.
- (6) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.
- (7) To the extent practicable, the membership shall reflect the racial, gender, and cultural diversity of Worcester County.
- (9) To the extent practicable, a person is not eligible to serve on the Worcester County Police Accountability Board if that person:
 - i. Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;
 - ii. Is under criminal investigation by any law enforcement agency;
 - iii. Is currently charged with a crime that is pending before any court;
 - iv. Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed;
 - v. Is an active police officer; or

- vi. Is an active employee of Worcester County or an entity within Worcester County with a law enforcement agency;

(10) To the extent practicable, the Chair of the Worcester County Police Accountability Board must:

- i. Be a retired sworn law enforcement officer who retired in good standing with at least 20 years of service in a Maryland Law Enforcement Agency or Federal Law Enforcement Agency;
- ii. Have been the head of a law enforcement agency, or in a command position within a law enforcement agency; and
- iii. Have academic credentials that include:
 - a. Degree from an accredited college or university with a major in either pre-law, police administration, or criminal justice; or
 - b. Completion of the FBI National Academy, The Northwestern School of Police Staffing and Command, or The Johns Hopkins University Police Executive Leadership Program.

(11). Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Police Accountability Board any event that may harm the public trust of the Worcester County Police Accountability Board, including:

- (i) Conflicts of interest;
- (ii) Criminal charges;
- (iii) Criminal investigations; and
- (iv) Criminal convictions.

8. Administration.

- A. The County Commissioners must submit a budget and oversee any staff for the Board.
- B. A complaint of police misconduct filed with the Worcester County Police Accountability Board or with a law enforcement agency that employs the officer who is subject to the complaint must include:

- (1) The name of the police officer accused of misconduct.
- (2) A description of the facts on which the complaint is based.
- (3) Contact information of the complainant or a person filing on behalf of the complainant for investigative follow-up.

C. A complaint does not need to be notarized.

D. A complaint of police misconduct filed with the board shall be forwarded to the appropriate law enforcement agency within 3 days after receipt by the Board.

E. The County Commissioners shall establish the procedures for record keeping by the Worcester County Police Accountability Board.

F. The Chair shall follow Robert's Rules of Order, and:

- (1) Establish the meeting schedule;
- (2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
- (3) Call each meeting to order;
- (4) Coordinate the meeting in accord with the agenda;
- (5) Invite discussion among members before voting;
- (6) Invite motions, seconds and votes from members;
- (7) Ensure that a record is kept of all business of the Worcester County Police Accountability Board;
- (8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Police Accountability Board. Such events include but are not limited to:
 - i. Conflicts of interest;
 - ii. Criminal charges;
 - iii. Criminal investigations;
 - iv. Criminal convictions.

G. Quorum; manner of attendance.

- (1) At least 4 members must be in attendance before the Worcester County Police Accountability Board may conduct business. Meetings shall be conducted either in person or remotely via secure video connection, which shall be determined by the Chair.

(2) The Board may not adopt any rules and regulations outside of perfunctory clerical matters.

9. Conflict of State Law.

If there is a conflict with State law, the State law shall control. If State law no longer requires a Police Accountability Board, this Article is no longer applicable.

Article III Administrative Charging Committee

10. Administrative Charging Committee.

There shall be a Worcester County Administrative Charging Committee to serve law enforcement agencies.

11. Composition of the Administrative Charging Committee.

A. The committee will be composed of:

- (1) The Chair of Worcester County's Police Accountability Board, or another member of the Worcester County Accountability Board designated by the Chair.
- (2) Two civilian members selected by the Worcester County Police Accountability Board.
- (3) Two civilian members selected by the County Commissioners.

B. Eligibility criteria.

- (1) Each member must be 21 years of age, or older.
- (2) Each member must be a legal resident or citizen of the United States and provide proof of legal residency or citizenship.
- (3) Each member must sign an agreement to maintain confidentiality of all Worcester County Administrative Charging Committee matters until final disposition and all appeals have been exhausted.
- (4) Members must successfully complete the Police Training and Standards Commission required training before serving on the Worcester County Administrative Charging Committee.
- (5) Each member's principal residence must be in Worcester County and provide proof of residency.
- (6) Members must be of good moral character and free from bias that would negatively impact the integrity of

the Worcester County Administrative Charging Committee.

- (7) Prospective members must submit to a background investigation by the Worcester County Sheriff's Office. A background investigation shall include, but is not limited to, a review of the applicant's social media presence. The results of the background investigation shall be submitted to the County Commissioners.

C. Neither the County Commissioners nor a selecting or appointing authority shall select or appoint any person to serve on the Worcester County Administrative Charging Committee, and such person is not eligible to serve on the Worcester County Administrative Charging Committee, if that person:

- (1) Has an actual conflict of interest or an appearance of a conflict of interest, as determined by the County Commissioners;
- (2) Is under criminal investigation by any law enforcement agency;
- (3) Is currently charged with a crime that is pending before any court; or
- (4) Has been convicted of, or has received Probation Before Judgment for a felony or misdemeanor for which a sentence of imprisonment for 1 year or more could have been imposed.

D. Self-reporting. Members have an ongoing and continuous obligation to immediately report to the Chair of the Worcester County Administrative Charging Committee any event that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:

- (1) Conflicts of interest;
- (2) Criminal charges;
- (3) Criminal investigations; and
- (4) Criminal convictions.

E. Terms.

- (1) Subject to paragraph (3) below, the term for each member of the Worcester County Administrative Charging Committee shall be two years.
- (2) The term of a Worcester County Administrative Charging Committee member shall be staggered such that the terms

of 2 members shall end in one year, and the terms of 3 members end the following year.

- (3) For the initial term following the establishment of the Worcester County Administrative Charging Committee, one civilian selected by the Worcester County Police Accountability Board and one civilian selected by the President of the Board of County Commissioners shall each serve a 1 year term. The 3 remaining members shall serve 2 year terms.
- (4) Members may serve for no more than 3 consecutive terms.

F. Removal; resignation.

- (1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decides to remove a member prior to the end of the member's term, the member and the Chair of the Worcester County Administrative Charging Committee must be notified in writing by the County Commissioners. A majority vote of the County Commissioners is required to remove a member.
- (2) A member who fails to maintain confidentiality of all Worcester County Administrative Charging Committee matters shall be removed from the Worcester County Administrative Charging Committee immediately by the County Commissioners.
- (3) Members may resign from a Worcester County Administrative Charging Committee at any time by notifying the County Commissioners and the Chair of the Worcester County Administrative Charging Committee in writing.

G. The County Commissioners shall set a budget and oversee the staff of the Worcester County Administrative Charging Committee.

H. The County Commissioners shall establish the procedures for record keeping by the Worcester County Administrative Charging Committee.

12. Selection of a chairperson; responsibilities.

- A. The members of the Worcester County Administrative Charging Committee shall choose a Chairperson from their membership.
- B. The Chair shall follow Robert's Rules of Orders, and:

- (1) Establish the meeting schedule, with a minimum of one meeting per month;
- (2) Establish a written agenda for each meeting and send it to each member in advance of each meeting;
- (3) Call each meeting to order;
- (4) Coordinate the meeting in accord with the agenda;
- (5) Invite discussion among members before voting;
- (6) Invite motions, seconds and votes from members;
- (7) Ensure that a record is kept of all business of the Worcester County Administrative Charging Committee.
- (8) Promptly report to the County Commissioners any concern or event involving a member that may harm the public trust of the Worcester County Administrative Charging Committee. Such events include but are not limited to:
 - i. Conflicts of interest;
 - ii. Criminal charges;
 - iii. Criminal investigations; and
 - iv. Criminal convictions.

13. Meetings.

- A. The Open Meetings Act does not apply to meetings of the Worcester County Administrative Charging Committee, and they are not open to the public.
- B. Subject to item 13.C below, each Worcester County Administrative Charging Committee must establish a schedule so that they can make determinations in all pending matters within 30 days after an agency completes its investigation.
- C. The Worcester County Administrative Charging Committee must issue a determination and disposition of every matter within 1 year and 1 day after the initial filing of a complaint by a citizen.
- D. In order to maintain confidentiality, Worcester County shall ensure that the Worcester County Administrative Charging Committee uses secure methods to electronically transmit files, notes, and all other documents pertaining to an investigation.
- E. Quorum; manner of attendance.
 - i. Three members must be in attendance before the Worcester County Administrative Charging Committee may conduct business.
 - ii. Meetings shall be conducted either in person or remotely via secure video connection which shall be determined by the Chair.

- iii. The Worcester County Administrative Charging Committee may not adopt any rules or regulations outside of perfunctory clerical matters.

F. Law Enforcement Agency Investigation

(1) Complaints from the public that meet the eligibility requirements for a mediation program, under state law, may, subject to the agreement of the complainant, be handled outside of the complaint process articulated in this Resolution.

(2) Complaints from the public handled through mediation will be tracked with other citizen complaints for accountability.

(3) Upon receipt of a complaint of alleged police misconduct from the Worcester County Police Accountability Board or member of the public, the law enforcement agency shall complete a thorough investigation.

(4) The agency head may include a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter. The recommendation may include the agency head's opinion regarding:

- i. whether or not the law enforcement officer should be disciplined;
- ii. aggravating or mitigating facts or circumstances;
- iii. if appropriate, any recommended alternatives to discipline; and
- iv. if the agency head feels that discipline is warranted, a specific recommendation for discipline in accordance with the Statewide Disciplinary Matrix, approved by the Police Training and Standards Commission.

(5) Upon completion of an investigation, the investigating agency shall forward the investigative files of the completed investigation to the Worcester County Administrative Charging Committee within 3 business days after the later of:

- i. the completed agency review, or
- ii the agency head issuing a written recommendation for the Worcester County Administrative Charging Committee to consider regarding the matter.

14. Deliberations and Recommendation.

A. Deliberations. Upon receipt of the completed investigation from the investigating agency, the committee then:

- (1) Reviews the findings of a law enforcement agency's investigation;
- (2) Reviews body camera footage or other audio/visual footage submitted with the investigative file that may be relevant to the matters covered in the complaint of misconduct;
- (3) Authorizes a police officer called to appear before a charging committee to be accompanied by a representative;
- (4) May request information or action from the law enforcement agency that conducted the investigation such as requiring further investigation and the issuance of subpoenas; and
- (5) Shall review and determine or ask for further review within 30 days after completion of the investigating agency's review.

B. Voting

- (1) Decisions of the Worcester County Administrative Charging Committee shall be made by majority vote of the members in attendance.
- (2) Each member shall cast one vote and shall not abstain unless the member has a conflict of interest.
 - i. The member with the potential conflict of interest must proactively announce the existence of the potential conflict of interest prior to any discussion of the matter.
 - ii. The members shall discuss the details of the potential conflict of interest and if the majority determines that the conflict (or the appearance of a conflict) is such that the member with the conflict should not be involved, that member shall be excused from the meeting before any consideration of the matter and shall return only after voting on the matter has concluded.

C. Recommendations

- (1) The Worcester County Administrative Charging Committee makes a determination whether to administratively charge the officer. If the determination is that administrative charges should be filed, the discipline recommendation shall be in accordance with the Statewide Disciplinary Matrix.
- (2) The Worcester County Administrative Charging Committee shall not administratively charge an officer for conduct arising from an incident for which the officer has previously been disciplined or sanctioned or the Worcester County Administrative Charging Committee has already made a determination whether to administratively charge.
- (3) The Worcester County Administrative Charging Committee shall issue a written opinion that describes in detail its findings, determinations, and recommendations. If the agency head submits a written recommendation, the Worcester County Administrative Charging Committee shall consider the recommendation before making a final decision. The Worcester County Administrative Charging Committee shall note their consideration of the agency head's written recommendation in the Worcester County Administrative Charging Committee's written opinion.
- (4) The Worcester County Administrative Charging Committee shall forward the written opinion, within 5 business days of its completion, to the agency head, the police officer, and complainant.
- (5) If the officer is not charged, the Worcester County Administrative Charging Committee may make a determination that the allegations are "Unfounded" or the officer is "Exonerated."
- (6) The Worcester County Administrative Charging Committee may record, in writing, any failure of supervision that caused or contributed to a police officer's misconduct.
- (7) Each member must maintain confidentiality relating to a matter being considered until the final disposition of the matter and all appeals have been exhausted.

15. Settlement Negotiations.

A. An agency head is authorized, at their sole discretion, to engage in settlement negotiations with a police officer or the officer's representative.

B. Tentative settlements must be completed within 10 business days from the date the officer received the written recommendation issued by the Worcester County Administrative Charging Committee.

C. If a tentative settlement agreement is reached that proposes discipline below that recommended by the Worcester County Administrative Charging Committee, the agency head shall forward the tentative agreement to the Worcester County Administrative Charging Committee for the Worcester County Administrative Charging Committee's review within 5 days of reaching tentative agreement.

(1) Upon receiving the tentative agreement, the Worcester County Administrative Charging Committee may:

- i. Endorse the proposed settlement agreement and authorize the agency head to impose the discipline agreed upon, or
- ii. Reject the proposed settlement agreement and inform the agency head that the Worcester County Administrative Charging Committee's original disciplinary determination stands.

(2) If the Worcester County Administrative Charging Committee endorses the agreement, either affirmatively or by taking no action within 10 business days, the agency head shall impose the agreed upon discipline.

(3) If the Worcester County Administrative Charging Committee rejects the proposed agreement, the agency head shall offer the Worcester County Administrative Charging Committee's original disciplinary determination to the officer.

(4) If the officer accepts the discipline, it shall be imposed. If the officer refuses to accept the discipline, the matter shall be referred to a trial board.

(5) The Worcester County Administrative Charging Committee's decision (endorsement or rejection) on a proposed settlement must be made within 1 year and 1 day after the filing of a complaint by a citizen.

16. Conflict with State law.

If State law no longer requires an Administrative Charging Committee, this Article is no longer applicable.

Article IV Trial Board**17. Trial Board.**

There shall be a Worcester County Trial Board to hear matters charged by the Worcester County Administrative Charging Committee on which an officer of a law enforcement agency elects trial.

18. Composition.**A. The Trial Board will be composed of:**

- (1) An actively serving or retired Administrative Law Judge or a retired Judge of the District or a Circuit Court, appointed by the County Commissioners and confirmed by the County Commissioners.
- (2) A civilian, who is not a member of an Administrative Charging Committee or Worcester County Police Accountability Board, appointed by the Worcester County Police Accountability Board.
- (3) A police officer of equal rank to the police officer who is accused of misconduct, appointed by the head of the law enforcement agency.

B. A civilian appointee must meet the eligibility criteria for both the Worcester County Police Accountability Board and the Worcester County Administrative Charging Committee in order to serve on the Trial Board. Up to 5 civilian appointees may be pre-appointed by the Worcester County Police Accountability Board to be eligible to serve as a voting member of a Trial Board as needed.

C. Removal; resignation.

- (1) Members serve at the pleasure of the County Commissioners. If the County Commissioners decide to remove a member prior to the end of the member's term, the member must be notified in writing by the County Commissioners.
- (2) Members may resign from the Worcester County Trial Board at any time by notifying the County Commissioners.

D. The County Commissioners shall set a budget and oversee the staff of the Trial Board.

E. The County Commissioners shall establish the procedures for record keeping by the Trial Board.

F. The Trial Board may not adopt any rules or regulations outside of perfunctory clerical matters.

G. The actively serving or retired administrative law judge or the retired judge of the district court or a circuit court shall:

(1) Be the chair of the Trial Board;

(2) Be responsible for ruling on all motions before the Trial Board; and

(3) Prepare the written decision of the Trial Board, including the findings, conclusions, and recommendations of the Trial Board.

19. Rules of Procedure.

A. The charges brought by the Worcester County Administrative Charging Committee are presented by the law enforcement agency from which the charged officer was employed at the time of the alleged event. The law enforcement agency cannot decline to proceed on the charges brought by the Worcester County Administrative Charging Committee. The law enforcement agency may hire outside counsel to represent and present the charges on behalf of the agency. The individual presenting the case in support of the charges brought by the Administrative Charging Committee has wide discretion in the manner in which the case will be presented to the Trial Board.

B. The law enforcement officer is entitled to representation by counsel, but not at the expense of the County or the Law Enforcement Agency at which the officer worked at the time of the alleged event.

C. The entire investigative file of the Law Enforcement Agency and of the Administrative Charging Committee shall be provided to the charged law enforcement officer no later than 30 days before the hearing. Along with the charges, the officer shall be notified of the date, time, location of the hearing and the names of the members who shall sit as the Trial Board. Officers can strike Trial Board members for good cause shown. A motion to strike must be submitted, in writing, to the judge of the Trial board 5 days after the notice is sent. The Trial Board members not alleged to have a conflict then shall determine if a conflict exists. That decision must be unanimous and be made 5 days after the filing of the motion to strike. If a conflict exists,

the appropriate appointing authority shall submit a new name no later than 10 days after the Trial Board's determination of a conflict.

D. All members of the Trial Board must be present for an adjudicatory hearing.

E. The law enforcement agency has the burden of proof by a preponderance of the evidence. The charged officer need not present any evidence or call any witnesses and these decisions may not be held against the charged officer by the Trial Board.

F. When a Trial Board determines that the law enforcement agency has met the required burden of proof for a charge, it shall adjudicate that charge as "sustained". When a Trial Board determines that the law enforcement agency has not met the required burden of proof for a charge, it shall adjudicate that charge as "not sustained".

G. For each charge, the majority of Trial Board members must agree that the law enforcement agency has met the required burden of proof to adjudicate a charge as "sustained". If a majority of Trial Board members do not agree that the burden of proof has been met for a charge, then the charge shall adjudicated as "not sustained".

H. The Trial Board shall give the law enforcement agency and law enforcement officer ample opportunity to present their respective cases concerning the charges.

I. A Trial Board may administer oaths and issue witness subpoenas as necessary. Witnesses will be sworn under oath and proceedings shall be recorded. Each party has the right to cross-examine witnesses who testify and each party may submit rebuttal evidence.

J. Evidence with probative value that is commonly accepted by reasonable and prudent individuals in the conduct of their affairs is admissible and shall be given probative effect.

K. The Trial Board shall give effect to the rules of privilege recognized by the Maryland Rules and all other applicable law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. The Trial Board may not infer an admission of guilt from a charged police officer who does not testify. The law enforcement agency may not call the charged officer to testify. The Trial Board may order witnesses to remain sequestered during the hearing upon motion by either party.

L. Each record or document that a party desires to use shall be offered and made a part of the record upon admission by the Trial Board.

M. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

N. Trial Board proceedings shall be open to the public, except to protect:

- (1) A victim's identity.
- (2) Personal privacy of an individual.
- (3) A child witness.
- (4) Medical records.
- (5) Identity of a confidential source.
- (6) An investigation technique or procedure.
- (7) The life or physical safety of an individual.

O. A complainant has the right to be notified of a Trial Board hearing and, except as provided above, the right to attend the hearing. A complainant is not a party to the hearing, but may be called as a witness by either the litigating agency or the charged officer.

P. Upon the conclusion of each party's case, the Trial Board, in closed session, shall deliberate based solely on the evidence presented. A finding shall be issued before the Trial Board adjourns and, in open session, the judge shall deliver the holding of the Trial Board.

Q. If the charges against an officer are sustained by the Trial Board, the Trial Board shall provide the opportunity for the litigating agency, the officer, any character witnesses on behalf of the officer, and the complainant, to comment on what discipline should be imposed. After hearing from the aforementioned persons, the Trial Board shall impose a discipline in accordance with the Statewide Disciplinary Matrix before adjourning. A police officer may only be disciplined for cause.

R. Within 45 days after the final hearing by a Trial Board, the Trial Board shall issue a written decision reflecting the findings, conclusions, and recommendations of a majority of the Trial Board.

20. Appeal.

The police officer whose administrative charges are sustained may appeal within 30 days after the date of issuance of a decision to the Circuit Court for Worcester County.

21. Conflict with State Law.

In the event that there is a conflict with State law, the State law shall control. In the event that the State law no longer requires a trial board, this Article is no longer applicable.

22. Local Use of Trial Board.

If allowed by law, Worcester County entities that elect to not operate their own law enforcement review boards, may utilize the county's Trial Board. Any costs associated with the utilization of the Trial Board shall be paid by the entity from which the agency subject to the review derives.

AND BE IT FURTHER RESOLVED that this resolution takes effect upon passage.

PASSED AND ADOPTED this ____ day of _____, 2022:

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner



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

TO: Weston Young P.E., Chief Administrative Officer
 Joseph Parker, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *Dallas Baker / For*
DATE: May 10, 2022
SUBJECT: Purchase of Replacement Steel Tank
 Ocean Pines Water & Wastewater Service Area

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 is requesting Commissioner approval to use \$62,634.00 from the Ocean Pines Water & Wastewater Collections Capital Equipment Other WWW Equipment budget to purchase a replacement steel collection tank for Pump Station G. \$65,000 was budgeted in FY 22 for the purchase of the replacement tank in Account #555.8004.9010.090.

During the FY'22 budget preparation, the \$65,000 budgeted was the total estimate for the tank purchase (estimated \$33,000), supplementary parts, and complete install. Due to the pandemic and supply chain issues, the tank price has nearly doubled in two years. Public Works is requesting to purchase the tank now as the lead time is estimated at 22-26 weeks. Attached is a quote in the amount of \$62,634.00 (purchase and delivery) from Highland Tank, LLC for the replacement tank. This tank will be used as a replacement at Pump Station G as the current tank is beyond its useful life. If this tank is not replaced, there is a high risk of failure that could leave approximately 250 residences and a medical facility without service until repaired.

There are 2 tank manufacturers compatible with the Ocean Pines system, Highland Tank and Tanks Direct. Tanks Direct did not return phone calls or emails when requesting pricing and availability.

A construction install quotation is not available at this time as most contractors will only hold pricing for 30 days. While a shortfall in the budgeted amount to cover the tank install is expected, Public Works plans to cover the install costs via projected under expenditures in the Ocean Pines Water & Wastewater Collections account.

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
 Jeff Tingle, Collections Supervisor

Highland Tank, LLC

WATER TANK QUOTATION

TO: WORCESTER COUNTY PUBLIC WORKS
1000 SHORE LANE

BERLIN MD 21811

Attention: JEFFERY TINGLE

Phone: 410-641-5251

Email: jtingle@co.worcester.md.us

Payment Terms: All orders subject to credit approval by Highland Tank.
25% due at time of order; 65% due on completion of manufacturing;
10% Net 30, for approved accounts.
All first-time orders under \$5,000 require payment at order placement.

Estimated Delivery: TBD

from date of receipt of approved drawing.

RE: WORCESTER COUNTY DPW

Freight to: WORCESTER COUNTY PUBLIC WORKS

BERLIN MD 21811

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	3050 Gallon ASME Pressure Vessel Application: Aboveground Type: SINGLE WALL Material: SA 516 GR 70 PVQ CARBON STEEL Diameter: 7'0" Length: 12'0" Steel Thickness Per ASME Code Fittings: SEE BELOW VESSEL IS RATED FOR FULL VACUUM AND 15 PSIG PER ASME CODE SECTION 8 DIVISION 1. VESSEL INCLUDES: (1) 24" 150# FLANGED MANWAY STRAIGHT SHELL LENGTH OF 97". HEAD/SHELL THICKNESS PER ASME CODE. VESSEL FITTINGS INCLUDE: (1) 2" 3000# Coupling (top) (1) 4" 150# Flange (top) (1) 4" 150# Flange (head/end) (2) 4" pipe stubs (side) - plain end (1) 6" pipe stub (side) - plain end (1) 8" pipe stub (side) - plain end (1) 8" pipe stub (head/end) - plain end **Some fittings/stubs (as shown in pictures) are tangential. Vessel also includes: (4) Hold Down Brackets		
1	HIGH DRO LINER PLUS INTERNAL LINING		
1	White Urethane Topcoat - SP-6 Blast Included (Top 50% of Tank) White Urethane is not rated for underground use;		

Quote No. 495256 7 Date 5/09/2022

Prices quoted valid for 20 days.

Quoted by:

Gentry Stoltzfus
gstoltzfus@highlandtank.com
4535 Elizabethtown Rd
Manheim PA 17545
PH: 717-664-0600 FAX: 717-664-0617

Representative:

ERIC WOLFER
ewolfer@highlandtank.com
4535 ELIZABETHTOWN RD
MANHEIM PA 17545
Phone: 610-368-7146



Description, prices and conditions accepted. Please return signed copy when placing order.

Accepted by: _____ Date: ____/____/____

Per Highland Tank Standard Terms and Conditions: www.HighlandTank.com/Terms/TermsConditionsHighDRO.pdf

Highland Tank, LLC**WATER TANK QUOTATION**
TO: WORCESTER COUNTY PUBLIC WORKS
 1000 SHORE LANE

BERLIN MD 21811

Attention: JEFFERY TINGLE

Phone: 410-641-5251

Email: jtingle@co.worcester.md.us

 Payment Terms: All orders subject to credit approval by Highland Tank.
 25% due at time of order; 65% due on completion of manufacturing;
 10% Net 30, for approved accounts.
 All first-time orders under \$5,000 require payment at order placement.

 Estimated Delivery: TBD
 from date of receipt of approved drawing.
RE: WORCESTER COUNTY DPW**Freight to:** WORCESTER COUNTY PUBLIC WORKS

BERLIN MD 21811

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	White Urethane is only rated for aboveground storage use HighGuard Exterior Coating (Bottom 50% of Tank) HighGuard Coating is not rated for UV resistance/aboveground use; HighGuard Coating only rated for underground use No components or accessories are included unless specifically listed. *Tank straight shell capacity ~2300 gallons **Total capacity ~3050 gallons *Revised quotation design remove 150# flange ends from (2) 4", (1) 6", and (2) 8" pipes per request **03-16-2022 Revised Fitting Schedule 5" 150# flange on top of tank altered to be 4" 150# flange **03-17-2022 Revised Fitting Schedule *Removed "A" 2.5" 3000# + Altered "C" to be 2" 3000#		
	Product Subtotal		62,059.00
	FREIGHT		575.00
	Sales Tax		3,723.54
	Net Price		66,357.54
	Customers should always check with the local authorities having jurisdiction for code compliance.		

Quote No. 495256 7 Date 5/09/2022

Prices quoted valid for 20 days.

Quoted by:

 Gentry Stoltzfus
 gstoltzfus@highlandtank.com
 4535 Elizabethtown Rd
 Manheim PA 17545
 PH: 717-664-0600 FAX: 717-664-0617

Representative:

 ERIC WOLFER
 ewolfer@highlandtank.com
 4535 ELIZABETHTOWN RD
 MANHEIM PA 17545
 Phone: 610-368-7146


Description, prices and conditions accepted. Please return signed copy when placing order.

Accepted by: _____ Date: ____/____/____

Per Highland Tank Standard Terms and Conditions: www.HighlandTank.com/Terms/TermsConditionsHighDRO.pdfwww.highlandtank.com



Worcester County Government

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

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

MEMORANDUM

TO: Worcester County Commissioners
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 DATE: May 11, 2022
 RE: County Health Department Non-certified Food Vendor Fees for Single Day Events

At the request of Commissioner Joshua C. Nordstrom, the Worcester County Commissioners are requested to review the fees associated with non-certified food vendors, to consider reducing the single day non-certified food vendor fee to \$100, and to add a \$100 resort fee to all non-certified food vendors operating in Ocean City, Maryland.

In 2003, Worcester County adopted a certified food worker's program to help convey necessary food safety practices and familiarize vendors with our standards. The class was incentivized to provide a reduced application cost for vendors. In 2008, the last time fees were raised, the certified operator fee was set at \$80, the single day event without a certified operator was set at \$200 and the multi day event without a certified operator was set at \$250. The free certification class is offered in a class setting multiple times (at least four) throughout the year and is free of charge to attend. Once a vendor takes the class, their application fee is immediately reduced, they are allowed to begin food preparation prior to an inspection, and in some cases may not require an inspection if they have been inspected within the given calendar year. As long as an operator remains in good standing, the certification is valid indefinitely. We have seen great success with this program as vendors are satisfied with the reduced cost/more freedom to operate and we've observed the vendors having a better understanding of food safety.

Accounting for the time that a single day event requires, the total cost to the County is more than double if the facility does not have a certified operator. This number of non-certified operators represents a small fraction of the events we license and inspect as the total events:

2019: Total events 274 of those 2 were without a certified operator (46.3% Ocean City events)
 2020: Total events 79 (COVID) of those 3 were without certified operator (41.3% Ocean City events)
 2021: Total events 182 of those 11 were without a certified operator (43.5% Ocean City events)

With the single day event fee without a certified operator set at \$200, the certified operator fee at \$80 and in-County non-profits at \$0, the County Health Department is already operating at a loss when it comes to these events. However, the loss is more manageable when considering certified operators, as the food safety knowledge imparted during the class helps to reduce the incidence of foodborne illness outbreaks which would result in more time/cost spent investigating.



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

May 6, 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 (8), 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: Commission for Women – A nomination for Crystal Bell, MPA, Worcester County Health Department, to replace the vacancy created by the resignation of Kelly O’Keane.

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



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ROSCOE R. LESLIE
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) - 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
- **(3) - Commission for Women-Elizabeth Rodier**, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), resignation of Kelly O' Keane, and a nomination for Crystal Bell.

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. 10 - Water & Sewer - Mystic Harbour - Martin Kwesko
- p. 10 - Water & Sewer - Mystic Harbour - Richard Jendrek
- p. 10 - Water & Sewer - Mystic Harbour - Bruce Burns
- p. 12 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
- p. 13 - 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. 11 - Water and Sewer Advisory Council Ocean Pines - Gregory Sauter - resigned
- p. 13 - 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 (3) - Water and Sewer Advisory Council - Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) - Term Ending-Dec. 21- Martin Kwesko

p. 11 (1) - Water and Sewer Advisory Council, Ocean Pines - (1) Term Ending - Gregory Sauter

p. 12 (1) - Water and Sewer Advisory Council- West Ocean City - (1) Term Endings - Dec. 21 - Keith Swanton

p. 13 (3) - Commission for Women - Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), resignation of Kelly O' Keane, and a nomination for Crystal Bell.

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: 1 1/3 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
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

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

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<u>At-Large Members</u>		
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
Dr. Roy W. Cragway, Jr.	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
<u>Ex-Officio Members</u>		
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

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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

Prior Members: (Since 1972)

J.D. Quillin, III	William Kuhn (90-09)
Charles Nelson	Walter Kissel (05-09)
Garbriel Purnell	Marion Chambers (07-11)
Barbara Derrickson	Jay Knerr (11-14)
Henry P. Walters	Robert I. Givens, Jr. (98-14)
William Long	Diana Purnell (09-14)
L. Richard Phillips (93-98)	Kevin Douglas (08-16)
Marigold Henry (94-98)	Lee W. Baker (08-16)
Louis Granados (94-99)	Richard Passwater (09-17)
Kathy Philips (90-00)	Jeff Knepper (16-21)
Mary Yenney (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	
Wallace D. Stein (02-08)	

* = Appointed to fill an unexpired term

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

ITEM 17

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	17-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

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

Prior Members: (Since 2005)

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

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

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/ Meeting

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

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

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
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 ^c (93-96)	Andrew Delcorro (*14-19)
John Mick ^c (93-95)	
Frank Gunion ^c (93-96)	
Carolyn Cummins (95-99)	
Roger Horth (96-04)	
Whaley Brittingham ^c (93-13)	
Ralph Giove ^c (93-14)	
Chris Smack (04-14)	

* = Appointed to fill an unexpired term
^c = Charter member

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

Contact: 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>
Elizabeth Rodier	D-3, Church	Bishopville	18-21
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
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 ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Violetus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (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

^c = Charter member

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



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director *JKK*
Date: May 9, 2022
Re: Request for Introduction and Scheduling of a Public Hearing - Text Amendment
Application to Revise §ZS 1-318 Campgrounds to Allow a Portion of a
Campground to be Developed Using Cluster Design Standards

I am requesting that the Worcester County Commissioners consider the introduction of a proposed text amendment to “§ZS 1-318 Campgrounds” at their upcoming meeting. If introduced, a draft notice for the required public hearing is attached for your use.

The Department received and processed the text amendment application submitted by Hugh Cropper IV on behalf of his client, Sun TRS Frontier, LLC. The amendment would create new “cluster design” standards that would allow flexibility to minimum campsite area, setback, width, road frontage and parking requirements, and would apply only to recreational park trailers and cabins in rental and membership campgrounds, after approval of a site plan by the Planning Commission.

The proposed text amendment was reviewed by the Planning Commission at its meeting on May 5, 2022. Following discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

As always, I am available to discuss this matter with you and the County Commissioners at your convenience.

Attachments

cc: Gary Pusey, Deputy Director

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Campgrounds

For the purpose of amending the Zoning and Subdivision Control Article to allow a portion of a rental or membership campground to be developed using cluster design standards that will provide flexibility in a campground's design.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that subsections §§ ZS 1-318(c)(4) through (11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-318(c)(5) through (12) respectively and that a new subsection § ZS 1-318(c)(4) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

- (4) Cluster Design standards. Individual campsites to be occupied solely by recreational park trailers or cabins may be designed to a cluster design standard as set forth herein.
 - A. For individual recreational park trailer or cabin structures, there shall be no minimum campsite area, setback, width, depth or road frontage requirement. Such standards shall be as approved by the Planning Commission on a site plan prepared in accordance with § ZS 1-325 hereof. No structure shall be erected within ten feet of any other structure. The maximum density shall be ten campsites per gross acre of the area devoted to the cluster design.
 - B. Notwithstanding the provisions of § ZS 1-318(c)(1)D, any required off-street parking provided in common parking areas within the area devoted to the cluster design may be located greater than six hundred feet from the campsite if approved by the Planning Commission. However, required accessible parking shall be located on the campsite for each accessible unit provided as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, as from time to time amended.
 - C. Planning Commission criteria. The Planning Commission shall consider each of the following criteria in its review of the Cluster Design:
 - (1) Safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites.
 - (2) The proposed cluster design will consist of structures of a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surfaces, while blending the natural and man-made environments.

- (3) The cluster design has been provided with adequate vehicular circulation, parking, and service areas. Sidewalks and trails for pedestrian and bicycle circulation within the development are preferred.
- (4) The development plan protects and avoids key environmental features that have been identified on the site plan. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical habitat, water bodies on the state's impaired waters lists or having an established total maximum daily load requirement and other important environmental features. Where possible, those areas contained in the 100-year floodplain should be provided as open space or recreational areas.
- (5) The proposed cluster design complies with all other requirements not specifically modified by this subsection.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2022.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner



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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
From: Gary Pusey, Deputy Director *GP*
Date: May 6, 2022
Re: Planning Commission Recommendation - Text Amendment Application to Revise
"§ZS 1-318 Campgrounds" to Allow a Portion of a Campground to be Developed
Using Cluster Design Standards

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Hugh Cropper IV on behalf of Sun TRS Frontier, LLC, that would revise the Campground section of the zoning code.

The proposed amendment would create new "cluster design" standards that would allow recreational park trailers and cabins to be placed on campsites with more flexible design standards in rental or membership campgrounds. These "flexible design standards" would apply to such things as minimum campsite area, setback, width, road frontage, and parking requirements. The Planning Commission reviewed this request at its meeting on May 5, 2022.

The amendment would insert a new "(4)" under §ZS 1-318(c) and would reorder the current (4) through (11) to (5) through (12). The wording contained in the new §ZS 1-318(c)(4) is included in the application in the staff report attached to this memo, and is also included in the attached draft bill.

The staff report provided to the Planning Commission summarized the specifics of the text amendment application. As proposed, there would be no minimum requirement for campsite area, width and depth; setbacks; or road frontage. Any required off-street parking could be located farther than 600' from a campsite if approved by the Planning Commission during site plan review; but required accessible parking would still be located on the campsite for each accessible unit, as specified in the Maryland Building Code.

The staff report stressed that the cluster design standards are an option for a developer, but are not required – a developer could still utilize the current standards for campsites, and the cluster

design standards only apply to recreational park trailers and cabins (not to tents or RVs) in rental and membership campgrounds (not to campground subdivisions or cooperative campgrounds). Also, the amendment does not change the overall density for a campground, as it remains at 10 units per gross acre; does not increase the overall number of campsites allowed to be occupied by recreational park trailers or cabins, as that remains at no more than 25% of all campsites; and does not significantly modify the campsite setbacks as a 10' separation requirement between structures will remain.

Mr. Cropper stated to the Planning Commission that he and his client were in full agreement with the staff report and recommendation, and that the cluster option would allow only a relatively small area to be developed under these flexible standards, but that it would provide a much more environmentally-friendly development with more green space and less impervious surface. He reiterated that the Planning Commission would approve the layout of a cluster project through the site plan process. Jason Loar, principal engineer with Davis, Bowen & Friedel, agreed with Mr. Cropper that the cluster design standards would allow for a much better project to be planned and developed.

Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted.

A copy of the staff report including the application is attached, as is a draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

Attachments



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ZONING DIVISION
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ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Gary Pusey, Deputy Director GP
Date: April 25, 2022
Re: Text Amendment Application – §ZS 1-318 Campgrounds – Revise the text of §ZS 1-318(c)(4) to allow a portion of a campground to be developed using “cluster design standards”

On behalf of Sun TRS Frontier, LLC, Hugh Cropper IV has submitted a text amendment application to revise the campground section of the zoning ordinance to allow a portion of a campground to be developed under new “cluster design” standards (see the attached application). If approved, recreational park trailers and cabins in rental or membership campgrounds could be placed on campsites that have more flexible design standards for minimum campsite area, setback, width, depth, road frontage, and parking requirements.

Following our customary practice, once the text amendment application was received, it was reviewed by Jennifer Keener, Director; Kristen Tremblay, Zoning Administrator; Roscoe Leslie, County Attorney and Planning Commission Attorney; and myself for comment. Staff comments relative to this request are attached and are summarized in the “Discussion” section below.

As is the case with all text amendment applications, the Planning Commission reviews the request and makes a recommendation to the County Commissioners. If at least one County Commissioner is willing to introduce the amendment as a bill, then a Public Hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

DISCUSSION

The County’s zoning ordinance identifies four types of campgrounds: (1) rental campgrounds; (2) membership campgrounds; (3) cooperative campgrounds; and (4) campground subdivisions. New campground subdivisions are prohibited in the county, and new cooperative campgrounds are only permitted in limited situations. Rental, membership and cooperative

campgrounds are only allowed in the A-2 Agricultural District after the approval of a Special Exception from the Board of Zoning Appeals.

The proposed text amendment would only apply to rental and membership campgrounds, which are subject to the requirements of §ZS 1-318 (entitled "Campgrounds"); §ZS 1-322 (Landscaping, Buffering and Screening Requirements); and §ZS 1-325 (Site Plan Review).

Currently, the development standards for rental and membership campgrounds require the following:

Parking:	At least 2 but not more than 2.5 off-street parking spaces for each campsite, and 2 spaces must be located on the campsite. Additional required parking must be provided in common parking areas located within 600' of the campsite.
Campsite Area:	3,000 s.f. minimum
Frontage:	25' on a private roadway
Front Yard Setback:	10'
Left Side Yard Setback:	7'
Right Side Yard Setback:	3'
Rear Yard Setback:	5'
"Square" Area:	Each campsite must have a 40' by 40' "square area"
Density:	10 campsites per gross acre

As proposed by the Applicant, for individual recreational park trailers or cabins only, there would be no minimum requirement for campsite area, setbacks, width, depth or road frontage requirements. The density would remain the same as currently allowed (10 campsites per gross acre). With the exception of accessible parking as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, required off-street parking could be provided in common parking areas within the area proposed for the cluster design instead of on the campsite, and could be located greater than 600' from the campsite if approved by the Planning Commission during its review of the site plan.

The amendment includes language identifying the criteria the Planning Commission must consider when reviewing a proposed cluster design.

As noted by the Director in her comments, campsites that meet the standards listed above may be used for tents, recreational vehicles (RVs), travel trailers, cabins or recreational park trailers. However, the proposed amendment would only apply to recreational park trailers and cabins, and would allow them to be placed on campsites that are approved by the Planning Commission under the cluster design option. The more compact design possible under this option would be achieved through the elimination of the minimum campsite area and the "square" area as noted above.

The Director further states that, in her opinion, under the cluster design the most significant deviation from a campground's traditional design is the elimination of the road frontage requirement, and that instead of a campsite fronting on an internal roadway, a campsite could be accessible by a sidewalk, golf cart path or open space. For this reason, the Director

pointed out that staff had recommended to the applicant that the first design criterion to be considered by the Planning Commission during its review of the site plan is to ensure that "safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites." The applicant agreed with this recommendation and has included that wording in the proposed amendment.

Finally, the Director noted that in addition to what this amendment allows, it is also important to point out what it does not allow, and lists the following items that the amendment does not do:

- Does not modify the overall density for a campground (remains at 10 units per gross acre);
- Does not increase the overall number of campsites within a campground allowed to be occupied by recreational park trailers or cabins (remains at 25% maximum);
- Does not significantly modify the campsite setbacks (side and rear yard setbacks are currently equivalent to the 10' separation requirement between structures);
- Does not eliminate the number of required off-street parking spaces, nor prevent them from being located on the campsite;
- Does not apply to typical RV campsites, including pull-through sites;
- Does not affect the requirements for handicap accessible units with their requisite parking and other required accessible features which will still need to be accommodated as part of plan review; and
- Does not apply to campground subdivisions or cooperative campgrounds.

The Zoning Administrator did not have any concerns with this application.

SUMMARY

Staff does not object to the proposed amendment. If approved, this would provide another design option for the placement of recreational park trailers and cabins in rental and membership campgrounds that would offer flexible design standards for campsite areas, setbacks, widths, depths and road frontage requirements, and the design would still be subject to Planning Commission review through the approval of a site plan.

A draft bill is attached for the Commission's review.

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

Attachments

cc: Jennifer Keener, AICP, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
Hugh Cropper IV, Attorney for the Applicant



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Gary Pusey, Deputy Director
From: Jennifer Keener, AICP, Director *JK*
Date: March 31, 2022
Re: Text Amendment Application – Revision to § ZS 1-318(c)(4) to allow a portion of a campground to be developed using “cluster design standards”

.....

This memorandum is in response to your request for comments on the text amendment submitted by Mr. Hugh Cropper, IV on behalf of his client, Sun TRS Frontier, LLC (dba Frontier Town Campground). The language proposes to add an option for the cluster design of campsites to be occupied strictly by recreational park trailers or cabins in rental or membership campgrounds. Overall, I have no objections to the proposed amendment as drafted.

As Mr. Cropper stated in his reasoning for requesting the text change, a typical campsite is accessed by a road built to County campground standards, provided with two parking spaces, and having minimum lot requirements - area, width, setbacks, and road frontage. Those campsites may be used for tents, recreational vehicles (RV), travel trailers, cabins or recreational park trailers.

Under the proposed amendment, a developer could create a cluster design for campsites occupied only by recreational park trailers or cabins. The compact design as proposed would primarily be achieved through the ability to reduce the current minimum lot area (3,000 square feet) and the elimination of the “square” provision, which requires a 40’ by 40’ stable and level area on the site and typically dictates the average lot width. The lot requirements would be set by the Planning Commission during their review and approval of the project.

In my opinion, the most significant deviation from the traditional design is the elimination of the road frontage requirement. Instead of a campsite fronting on an internal roadway, it could be accessible by a sidewalk, golf cart path or open space. Therefore, staff recommended that the first design criterion be the requirement for safe, recognizable, and stabilized access to any campsite for fire and EMS personnel and equipment in the event of a life safety emergency. The methods for how this would be achieved would be dependent on the layout of the proposed cluster design.

It is important to also point out that this proposed amendment does not:

- Modify the overall density for a campground (still ten campsites per gross acre);
- Increase the overall number of campsites within a campground allowed to be occupied by recreational park trailers or cabins (still 25% maximum);
- Significantly modify the campsite setbacks (side and rear yard setbacks are currently equivalent to the 10' separation requirement between structures);
- Eliminate the number of required off-street parking spaces, nor prevent them from being located on the campsite;
- Apply to typical RV campsites, including pull-through sites;
- Affect the requirements for handicap accessible units with their requisite parking and other required accessible features which will still need to be accommodated as part of the plan review; nor
- Apply to campground subdivisions or cooperative campgrounds.

Please keep in mind that this proposed amendment does not eliminate the ability for a developer to place a recreational park trailer or cabin on a traditional campsite. It proposes to offer another design option for campsites to be occupied solely by recreational park trailers or cabins.

As always, should you have any additional questions or need additional information, please let me know. I will be available to discuss this matter with the Planning Commission at their upcoming meeting.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
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<http://www.co.worcester.md.us/departments/drp>

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
Gary R. Pusey, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator *KMT*
Date: April 19, 2022
Re: Zoning Ordinance Proposed Text Amendment - § ZS 1-318(c)(4) to allow a portion of a campground to be developed using "cluster design standards."

.....
Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Hugh Cropper.

The proposed text amendment seeks to allow a cluster design to be considered by the Planning Commission as part of its site plan review (§ZS1-325) for park trailers and cabins located within rental and membership campgrounds.

I do not have any concerns with the proposed text amendment.

Please let me know if you have any other questions.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
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ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer Keener, AICP, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator

From: Gary Pusey, Deputy Director *GP*

Date: March 29, 2022

Re: Text Amendment Application – Revise the text of §ZS 1-318(c)(4) to allow a portion of a campground to be developed using “cluster design standards”

Hugh Cropper has submitted a text amendment application to amend the Campground section in the Zoning Code to allow a portion of a campground to be developed using “cluster design standards” that permit flexibility in such things as campsite sizes and parking requirements. The application is attached.

The amendment would apply to recreational park trailers or cabins in rental and membership campgrounds and will not require a minimum campsite area, setback, width, depth or road frontage requirement, but instead will allow the Planning Commission to approve a design through review and approval of a site plan.

Maximum density is proposed at 10 campsites per gross acre of the cluster design area; no structure can be located within 10’ of another structure; and off-street parking (except for handicapped accessible parking) can be located farther than 600’ from a campsite if approved by the Planning Commission. The proposed amendment includes criteria to be considered by the Planning Commission during its review and approval of a cluster design.

We’ve tentatively scheduled this request before the Planning Commission for its May 5, 2022 meeting. In order to meet this time frame, please provide any comments you may have by Monday, April 18, 2022.

If you have questions or need additional information, please let me know. Thanks!

Worcester County Commissioners
 Government Office Building
 One West Market Street, Room 1103
 Snow Hill, Maryland 21863

PETITION FOR AMENDMENT OF OFFICIAL TEXT
OF THE ZONING AND SUBDIVISION CONTROL ARTICLE

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 3/14/2022

Date Reviewed by Planning Commission: _____

I. Application - Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

A. Resident of Worcester County. _____

B. Taxpayer of Worcester County. XXX

C. Governmental Agency _____
 (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article.

A. Section Number: ZS 1-318 (c) (4)

B. Page Number: 196

C. Proposed revised text, addition or deletion:

See attached

III. Reasons for Requesting Text Change:

- a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

IV. Signature of Applicants

Signature: _____

 , attorney

Printed Name of Applicant: Sun TRS Frontier, LLC

Mailing Address: c/o Hugh Cropper IV

Phone Number: 410-213-2681

E-Mail: hcropper@bbcmlaw.com

Date: March 2, 2022

Signature of Attorney

Signature: _____



Printed Name of Attorney: Hugh Cropper IV

Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, Maryland 21842

Phone Number: 410-213-2681

E-Mail: hcropper@bbcmlaw.com

Date: March 2, 2022

V. General Information Relating to the Text Change Request.

- a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

- b. Procedure for Text Amendments - Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have any opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it need not be considered.

REASONS FOR REQUESTING TEXT CHANGE

The applicant, and its related affiliates, own and operate a number of campgrounds in Worcester County. These campgrounds include Frontier Town, Castaways, and Fort Whaley.

Over the past several years, the applicant has upgraded and renovated these campgrounds. In particular, the applicant has proposed expansion areas at Frontier Town.

The current regulations provide for a "cookie cutter" or standard design; namely, a number of lots or campsites lined up on parallel roads.

For a portion of the campground, the applicant has proposed "cluster design standards" to provide for more open space and green space.

In particular, the required off-street parking will be located at a remote lot, and the area devoted to the cluster design will consist of structures in a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surface. This will provide for a much better experience.

As written, the proposed Text Amendment will require the safe and stabilized access for fire protection and other public safety equipment.

This will eliminate the traditional campground design of a park model or cabin, with one or two vehicles parked in between. Instead, there will be grass, picnic areas, recreational areas, and open space in between, and the vehicles will be parked at a remote lot (presumably for the term of the campground stay).

The applicant, based on its experience in Worcester County, and elsewhere, believes that there is a high demand for this type of camping scenario. It will have the feel of being in the forest, or in an environmentally friendly area. It will be low-impact, and it should preserve open space.

All other provisions, such as the required septic flow, will remain the same.

Respectfully Submitted



Hugh Cropper IV, Attorney for
Sun TRS Frontier, LLC

Rental and Membership Campgrounds – cluster design standards for campsites

Proposed new § ZS 1-318(c)(4), renumber existing (4) thru (11)

- (4) **Cluster Design standards. Individual campsites to be occupied solely by recreational park trailers or cabins may be designed to a cluster design standard as set forth herein.**
- A. **For individual recreational park trailer or cabin structures, there shall be no minimum campsite area, setback, width, depth or road frontage requirement. Such standards shall be as approved by the Planning Commission on a site plan prepared in accordance with § ZS 1-325 hereof. No structure shall be erected within ten feet of any other structure. The maximum density shall be ten campsites per gross acre of the area devoted to the cluster design.**
 - B. **Notwithstanding the provisions of § ZS 1-318(c)(1)D, any required off-street parking provided in common parking areas within the area devoted to the cluster design may be located greater than six hundred feet from the campsite if approved by the Planning Commission. However, required accessible parking shall be located on the campsite for each accessible unit provided as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, as from time to time amended.**
 - C. **Planning Commission criteria. The Planning Commission shall consider each of the following criteria in its review of the Cluster Design:**
 - (1) **Safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites.**
 - (2) **The proposed cluster design will consist of structures of a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surfaces, while blending the natural and man-made environments.**
 - (3) **The cluster design has been provided with adequate vehicular circulation, parking, and service areas. Sidewalks and trails for pedestrian and bicycle circulation within the development are preferred.**
 - (4) **The development plan protects and avoids key environmental features that have been identified on the site plan. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical habitat, water bodies on the state's impaired waters lists or having an established total maximum daily load requirement and other important environmental features. Where possible, those areas contained in the 100-year floodplain should be provided as open space or recreational areas.**
 - (5) **The proposed cluster design complies with all other requirements not specifically modified by this subsection.**

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Campgrounds

For the purpose of amending the Zoning and Subdivision Control Article to allow a portion of a campground to be developed using cluster design standards that will provide flexibility in a campground's design.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that subsections §§ ZS 1-318(c)(4) through (11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as §§ ZS 1-318(c)(5) through (12) respectively and that a new subsection § ZS 1-318(c)(4) be added to the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

- (4) Cluster Design standards. Individual campsites to be occupied solely by recreational park trailers or cabins may be designed to a cluster design standard as set forth herein.
 - A. For individual recreational park trailer or cabin structures, there shall be no minimum campsite area, setback, width, depth or road frontage requirement. Such standards shall be as approved by the Planning Commission on a site plan prepared in accordance with § ZS 1-325 hereof. No structure shall be erected within ten feet of any other structure. The maximum density shall be ten campsites per gross acre of the area devoted to the cluster design.
 - B. Notwithstanding the provisions of § ZS 1-318(c)(1)D, any required off-street parking provided in common parking areas within the area devoted to the cluster design may be located greater than six hundred feet from the campsite if approved by the Planning Commission. However, required accessible parking shall be located on the campsite for each accessible unit provided as specified in the Maryland Building Code for the Handicapped and the Uniform Federal Accessibility Standards, as from time to time amended.
 - C. Planning Commission criteria. The Planning Commission shall consider each of the following criteria in its review of the Cluster Design:
 - (1) Safe, recognizable and stabilized access for fire protection and other public safety equipment is maintained to all campsites.
 - (2) The proposed cluster design will consist of structures of a compact, integrated and harmonious design, intended to maximize open space and reduce impervious surfaces, while blending the natural and man-made environments.

- (3) The cluster design has been provided with adequate vehicular circulation, parking, and service areas. Sidewalks and trails for pedestrian and bicycle circulation within the development are preferred.
- (4) The development plan protects and avoids key environmental features that have been identified on the site plan. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical habitat, water bodies on the state's impaired waters lists or having an established total maximum daily load requirement and other important environmental features. Where possible, those areas contained in the 100-year floodplain should be provided as open space or recreational areas.
- (5) The proposed cluster design complies with all other requirements not specifically modified by this subsection.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this _____ day of _____, 2022.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

Worcester County Sheriff's Office

ITEM 19

Matthew Crisafulli
Sheriff



Douglas Dods
Chief Deputy

TO: Mr. Joseph Parker
Deputy Chief Administrative Officer

FROM: Lt. Robert Trautman
Support Services Division – Commander

DATE: May 5th 2022

SUBJECT: State Law Allows the Use of School Bus Monitoring Systems
Upon County Authorization

The Sheriff's Office and the Board of Education are seeking enabling legislation to authorize the installation of school bus monitoring systems (SBMS) on buses used in Worcester County.

These systems are designed to reduce the illegal passing of school buses and to increase safety for students.

The Bus Patrol system will eliminate the need to have law enforcement vehicles follow buses to identify and stop the illegal passing of buses. The system will also eliminate the bus drivers having to contact the Board of Education Transportation Department to report the violations, who then contact the Sheriff's Office.

We have worked with the County Attorney to draft the legislation needed by state law to implement this program.

How SBMS Works

An SBMS is similar to a red-light camera, but for school buses. Cameras are installed on various locations on the exterior of each school bus. The cameras activate when the bus lights activate and capture video footage of vehicles making illegal passes of the bus.

All school buses will be equipped with all equipment needed by a vendor. As violations occur, the system will register the violation by video capture. Violation video footage will be sent to the Sheriff's Office. An appointed person from the Sheriff's Office will check the registration, and then send the registered owner information (name and address) back to the vendor. The vendor will issue (by mail) the violation ticket to the registered owner of the vehicle.

Costs/Revenue

The system is provided at no cost to the County or the Board of Education. This is made possible through a violator-funded cost recovery model. Proceeds are divided between the vendor, the Sheriff's Office, and the BOE.

“Proud to Protect, Ready to Serve”

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com



BUSPATROL

World's Leading Stop-Arm Enforcement

Industry-Leading Hardware & Software

ITEM 19



19 - 2



Stop-Arm Violations: A National Problem that Needs to be Addressed

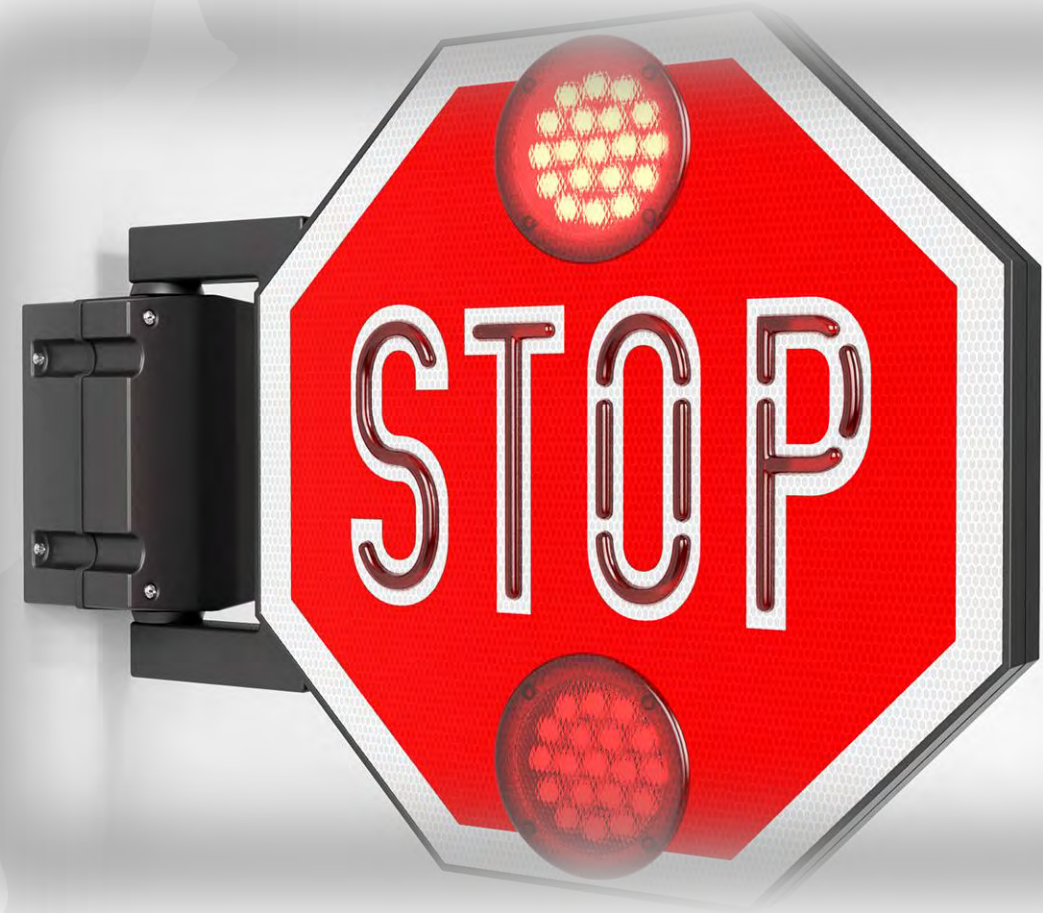
130,963

School Bus Drivers



Participated
Across

39 States





Stop-Arm Violations: A National Problem that Needs to be Addressed

95,319

STOP-ARM VIOLATIONS
OBSERVED IN ONE DAY

= .73 **VIOLATION RATE**
PER BUS
PER DAY

2019 Results

19 - 4





Stop-Arm Violations: A National Problem that Needs to be Addressed

17 MILLION
STOP-ARM VIOLATIONS
OCCURRING IN AMERICA
ACROSS 180-DAY SCHOOL YEAR

2019 Results – A National Problem



Traditional enforcement methodology makes enforcing the law and correcting motorist behaviour an impossible feat



2019-2020 BusPatrol Pilot in Allentown PA			
ONLY 47	ONLY 2	205	2.18
School Days	School Buses	Camera Violations	Avg. / Bus / Day
PA Traditional Enforcement 2018 (Year)			
ALL 2018	16,381	667	0.00012
School Weeks	School Buses	Tickets in 2018	Avg. / Bus / Day

<https://local21news.com/news/local/state-police-officials-team-up-to-improve-pa-school-bus-safety>

<https://www.dmv.pa.gov/pages/pennsylvania-school-bus-statistics.aspx>



Pennsylvania has taken the proactive steps to reduce stop-arm violations by enabling stop-arm Legislation



FOR LIFE OF PROGRAM

Most Deployed Stop-Arm Program in World

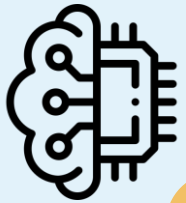
INDUSTRY-LEADING
TECHNOLOGY

STOP

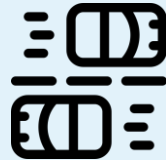
26265

STOP-ARM TECHNOLOGY FEATURES

The stop-arm enforcement camera suite contains 3-5 high resolution cameras, optimized for performance in environments with variable weather and light conditions.

**Ai**

AI Assisted
Technology

**8**

8 Lanes of
Coverage



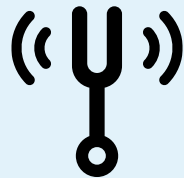
Variable
Weather
Conditions



Variable
Light Conditions

180°
4K

4K & 180°
Coverage



Anti Vibration
Technology



**HIGHEST STOP-ARM
CAPTURING RATE**

19 - 9



Bus Moving





BUS ROUTE



Stop-arm camera activated, while bus is in operation



Overhead lights activated, bus stops and stop-arm is deployed



Stop-arm violations are identified and recorded



Video, GPS and other supporting data sent to processing center

PROCESSING & REVIEW



BusPatrol reviewers compile video and evidence package



Video and supporting evidence package sent to law enforcement



Police issue a stop-arm violation ticket

ENFORCEMENT
& EDUCATION

Ticket is mailed to offender with website containing link to access video evidence



Driver makes payment online or at designated municipal office



Citation revenue used to cover program expenses



Call Center Available to Educate Drivers on Road Safety and Facilitate Citation Management and Collection

*Payment options also include phone and mail, including payment plans

FULL-STOP ENFORCEMENT PROGRAM MORE THAN TECHNOLOGY

CITATION SCHOOL BUS MONITORING VIOLATION

Mail date: 02/01/2018
To: John Doe

Please take notice that the vehicle described and pictured herein failed to stop and remain stopped for a school bus displaying alternately flashing red lights, at the location, date, and time specified below, in violation of Title 21, Subtitle 7 of the Transportation Article. Therefore, under Maryland State Law, Transportation Article 21-706, as the person liable/operator of the vehicle/transporter you are liable for the violation. Unless you elect to go to court, a civil penalty in the amount of \$250.00 must be paid by the due date shown on this notice.

PAYMENT OF THE PENALTY AMOUNT FOR THE VIOLATION WILL NOT RESULT IN POINTS AND CANNOT BE USED TO INCREASE YOUR INSURANCE RATES.

WARNING: FAILURE TO PAY THE PENALTY SHOWN, OR TO CONTEST LIABILITY DESCRIBED IN THE NEXT PARAGRAPH IS AN ADMISSION OF LIABILITY AND MAY RESULT IN THE REFUSAL OR SUSPENSION OF THE MOTOR VEHICLE REGISTRATION.

You must pay or contest this citation by the due date noted below. If you appear in court, the maximum amount you can be charged is \$500.00 fine plus court costs.

Recorded images are evidence of a violation of the Maryland law requiring that when a school vehicle has stopped on a roadway and is operating the alternately flashing red lights, the driver of any other vehicle meeting or overtaking the school vehicle shall stop and remain stopped at least 20 feet from the school vehicle until the school vehicle resumes motion or the alternately flashing red lights are deactivated.

DATE AND TIME OF VIOLATION 01/25/2018 12:15 PM	LOCATION OF VIOLATION Montgomery County, Maryland Clopper Rd at Sullnick Way	VEHICLE TAG MD ABC1234
VIOLATION NUMBER MX-10-000-000000000	AMOUNT DUE \$250.00	DUE DATE 03/03/2018

CITATION NUMBER: MX-10-000-000000000
License Plate Number: ABC1234

NAME & ADDRESS OF REGISTERED OWNER
John Doe
12345 John Smith Lane
GERMANTOWN, MD 20874

CERTIFICATE
I am a duly authorized technician employed by the Montgomery County Department of Police. Based on inspection of the recorded images shown above, the motor vehicle was operated in violation of Title 21, Subtitle 7 of the Transportation Article, as evidenced by the above images.
Sworn to and Attested By: [Signature]
ID# 16048
Signature: _____

Detach here and return

☐ **IF YOU WANT TO PAY THIS CITATION: (Do not send cash.)**
Follow the instructions on the back of this form to:

- Place your check or money order for \$250.00 (made payable to Montgomery County, MD School Bus Safety Camera Program, PO Box 826993 Philadelphia, PA 19182-6993)
- Pay online at: www.alertbus.com
- Pay by phone: 1-877-504-7080

☐ **IF YOU WANT TO REQUEST A COURT HEARING**
Payment is considered an ADMISSION OF LIABILITY and waives your right to a hearing. Payment must be received on or before the due date.

You can view full color images and video at: www.alertbus.com
Number: MX-10-000-000000000
Citation Number: MX-10-000-000000000
License Plate Number: ABC1234

School Bus Monitoring Citation Notice

A vehicle, registered or leased to you, was recorded by a school bus monitoring camera. Vehicles failing to stop and remain stopped for a school vehicle that has stopped on a roadway and is operating alternately flashing red lights, are detected automatically and recorded. Superimposed on each image is the date, time, and location of the vehicle when the violation occurred. An example of the superimposed data is shown below.

This citation is not considered a "warning violation". It is a civil citation requiring the registered owner or lessee responsible for the violation (similar to a parking ticket). NO POINTS CAN BE ASSIGNED FOR THIS VIOLATION AND IT WILL NOT RAISE YOUR INSURANCE RATES.

If you fail to request a trial or pay the citation within the time allowed, this violation will notify the Motor Vehicle Administration (MVA) to place a flag against your vehicle record to prevent your registration from being renewed or transferred to another vehicle. The flagging fee is assessed for each flag imposed and must be paid to the MVA.

PAYMENT OPTIONS:

- PAY BY WEB:** Go to www.alertbus.com and click "Pay Citation" to pay via credit card (VISA/MC/Discover). Please have your driver's license and credit card ready (VISA/MC/Discover).
- PAY BY PHONE:** Call 1-877-504-7080 and follow the automated prompts. Please have your driver's license and credit card ready (VISA/MC/Discover).
- PAY BY MAIL:** Check or money order must be made payable to Montgomery County, Maryland, PO Box 826993, Philadelphia, PA 19182-6993.
- MAIL-IN PAYMENTS:** Pay in person at 255 Rockville Pike, Suite 1-15, Entrance on Route 208 (Monday-Friday 9:00am-4:30pm).

Include the citation number and vehicle tag number on your check or money order. **CASH, CREDIT CARD, OR MONEY ORDER MUST BE RECEIVED BY THE DUE DATE.** Methods of payment accepted are cash, check and money order or credit card (VISA/MC/Discover).

TO REQUEST A COURT DATE:
This notice to School Bus Safety Camera Program PO Box 826993, Philadelphia, PA 19182-6993. If you appear in court, the maximum amount you can be charged is \$500.00 fine plus court costs. Follow the instructions below to request a court date. You will be notified by mail of the court date. If you don't receive a notice within 30 days, call Montgomery County at 1-877-504-7080.

TRANSFER OF LIABILITY: If you, as the registered owner, were not operating the vehicle at the time of this infraction and you choose to identify the person who was, you shall provide in the District Court a sworn to or affirmed statement and mail by certified mail, your statement must indicate you swear to affirm that the person named in the citation was not operating the vehicle and include the operator's name, address, and any corroborating evidence. All requests must be received no later than thirty (30) days after the mail date of the citation. Send your request in an envelope marked "Transfer of Liability" to: Montgomery County, PO Box 10314, Gaithersburg, MD 20898-0314.

STOLEN VEHICLE OR REGISTRATION PLATE: The owner MUST provide a copy of the police report for the stolen vehicle or plates detailing that the vehicle or tag was stolen prior to the violation to: Montgomery County, PO Box 10314, Gaithersburg, MD 20898-0314.

TO REQUEST A COURT DATE: Both the District Court and the Department of Police will make any reasonable accommodation for persons with disabilities. Requests should be directed to the appropriate agency prior to visiting the facility. Contact Montgomery County Customer Service at: 1-877-504-7080 / District Court 301-565-8500, TTY - MD Relay: 711

FOR ALL OTHER QUESTIONS: Contact Montgomery County, MD School Bus Safety Camera Program, PO Box 1310, Newington, VA 22122, 1-877-504-7080 / District Court, 301-565-8500, TTY - MD Relay: 711

Time: 12:15 PM	Date: 01/25/2018	Location of Violation: Clopper Rd at Sullnick Way	Violation Number: MX-10-000-000000000
--------------------------	----------------------------	---	---

Detach here and return

USE THIS FORM TO PAY

- Note any corrections to your name and address as they appear on the reverse side of this form.
- Daytime telephone number: _____
- Place your check or money order for \$250.00 (made payable to Montgomery County, Maryland) along with this form, in the enclosed payment envelope to: Montgomery County, MD School Bus Safety Camera Program, PO Box 826993 Philadelphia, PA 19182-6993

USE THIS FORM TO REQUEST A COURT DATE

- Note any corrections to your name and address as they appear on the reverse side of this form.
- Daytime telephone number: _____
- Return this signed form (DO NOT USE THE PAYMENT ENVELOPE) at least 5 days prior to the "Due Date" on the reverse side of this form. Mail this request for a court date to: School Bus Safety Camera Program, PO Box 1310, Newington, VA 22122.
- Do not send payment with your request for court date. You will be notified by mail of the court date, time, and location.

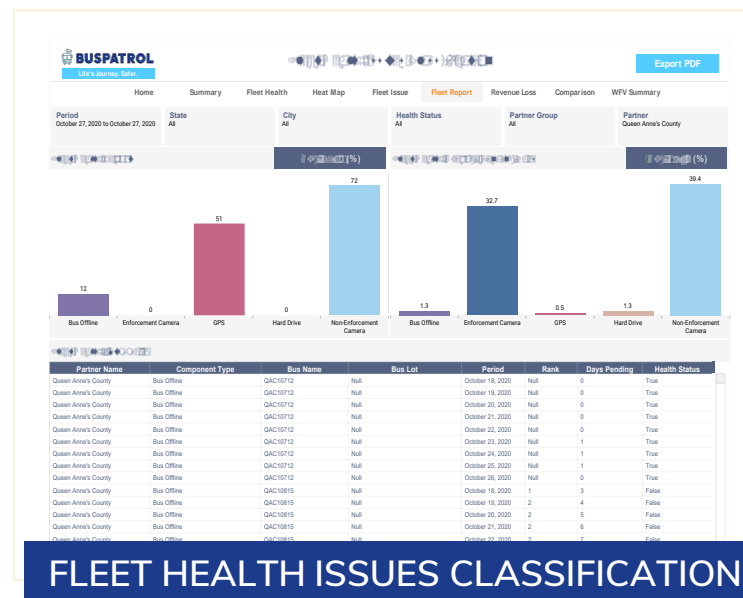
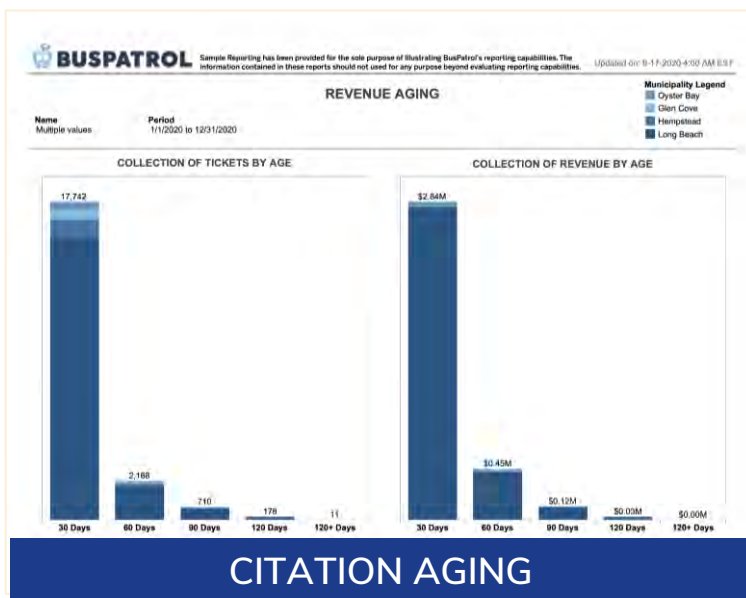
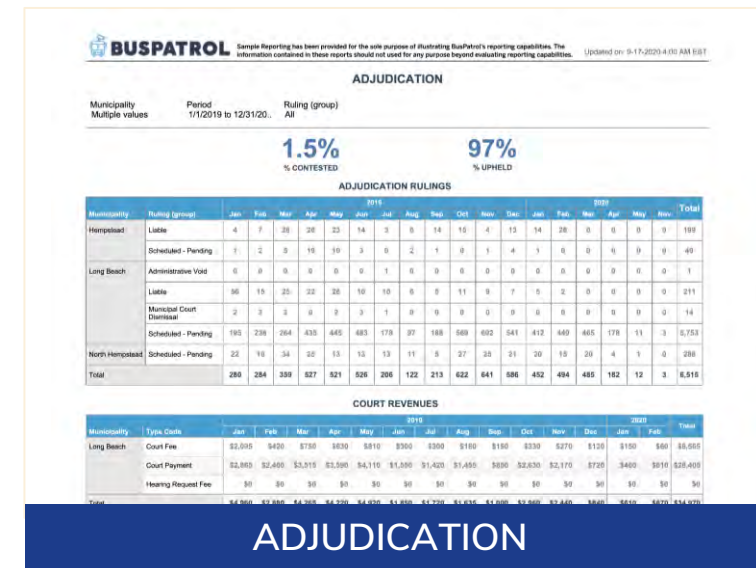
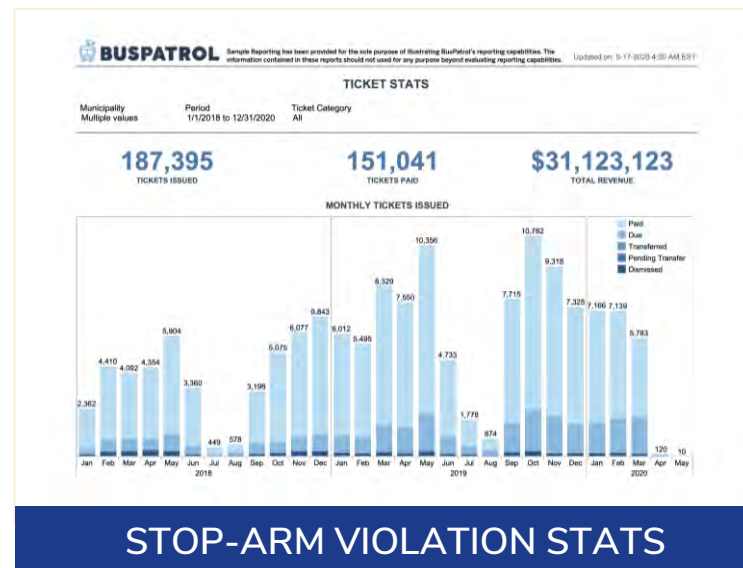
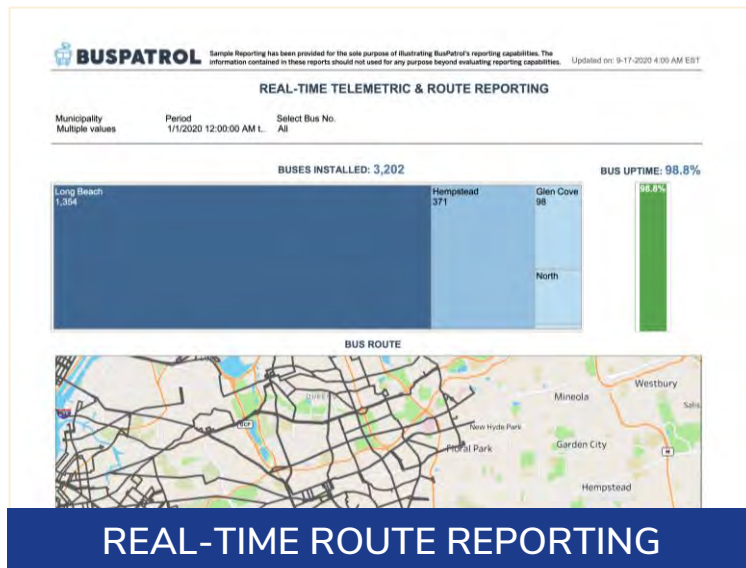
☐ My vehicle/tag was stolen at time of the violation.
☐ I was not operating the vehicle at the time of the violation.
I hereby request a hearing date to appear in District Court to contest the liability assigned to me by this citation.

SIGNATURE OF REGISTERED OWNER OR LESSEE _____ **Date** _____


BUSPATROL

Example of Ticket Issued to Offender

Citation Management



Modern cloud-based infrastructure delivering our underlying data model and analytics



PAID MEDIA **TV Program Advertising**

To reach a broader public audience, BusPatrol has produced a new video ad announcing the Nassau County program. The campaign highlights the partnership as a national model for school health and safety technology.



POLITICAL NEWS NETWORKS

news12
LONG ISLAND

CNN

FOX
NEWS
channel

MSNBC

FAMILY-ORIENTED ENTERTAINMENT NETWORKS

Disney

Hallmark
CHANNEL

nickelodeon

OWN
OPRAH WINFREY NETWORK

TNT

PAID DIGITAL Digital Advertising

Targeted & Data-Driven Education Campaigns



Google Ads



EST. REACH

2 Million+
Impressions

*Ads run on desktop,
mobile & Connected TVs

**Ads run on desktop, mobile, tablet.



AUDIENCE TARGETING

- Car Owners (18+)
- Nassau Parents of School-Age Children
- Education Community
- School Officials & Political Influencers



TACTICS AND REACH

Tactic	# Impressions
Sight & Stream - Pre-Roll, Connected TV, Over-the-Top ¹	990,740
Display Ads ²	781,250
Facebook/IG Ads ²	250,000
Total	2,021,990



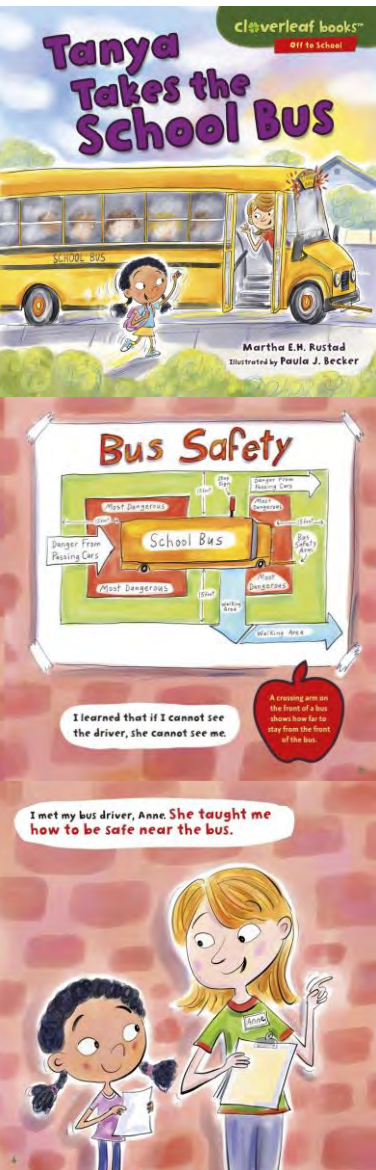
PAID MEDIA

Sponsored Content

EARNED MEDIA **Public Relations**

- Op-Ed pitches / placements
- **Exclusive curtain-raiser pitch to Newsday** announcing the new program, how it will work, innovative technologies and health/safety benefits, and framing it as national model for school transportation safety as part of their broader school re-opening plans.
- **Press release to be distributed wide to LI, NY, & national media** contacts (jointly released first by Nassau and followed by BusPatrol) announcing the program launch.
- **Behind-the-scenes TV exclusive with News12**, BusPatrol live school bus walkthrough and demonstration of how the technology and safety program work.





EDUCATING NASSAU'S CHILDREN

Teaching Kids about the “Danger Zone”



Audience	Channels	PSA Material Produced
<p>Parents with Preschoolers (2-5 Years)</p>	<ul style="list-style-type: none"> • YouTube and online video and audio platforms • Social media targeting young parents with children • Digital media platforms 	<ul style="list-style-type: none"> • 3D animated children's music video addressing the “danger zone” with catchy standalone song for audio platforms. • Exercise and coloring book (printable) to highlight the risks associated with the “danger zone” and how to cross safely.
<p>Parents with Early School-Age Children (6-8), Preteens (9-12), Teenagers (13-17)</p>	<ul style="list-style-type: none"> • Social media platforms • Schools as a distribution channel • Drivers Ed and DMV (for student drivers) 	<ul style="list-style-type: none"> • Material for school districts to educate: <ul style="list-style-type: none"> - Presentations, videos, exercise handouts for teachers to use in classrooms. - Handouts for parents and PTAs. - Email and social content for schools to share • Social media video campaigns to educate • Website with additional info and downloads



BUSPATROL SAFETY TECH BEYOND ENFORCEMENT

The same technology that powers our stop-arm enforcement program enables school districts and municipalities to upgrade their fleet with supplementary safety technology:



Windshield
Camera



Rearview
Camera

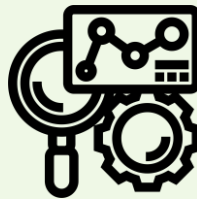


Sideload
Camera



4

Interior Cloud
Connected
Cameras



Health Check



Real-Time GPS
& Reporting Tools



On Demand
Video



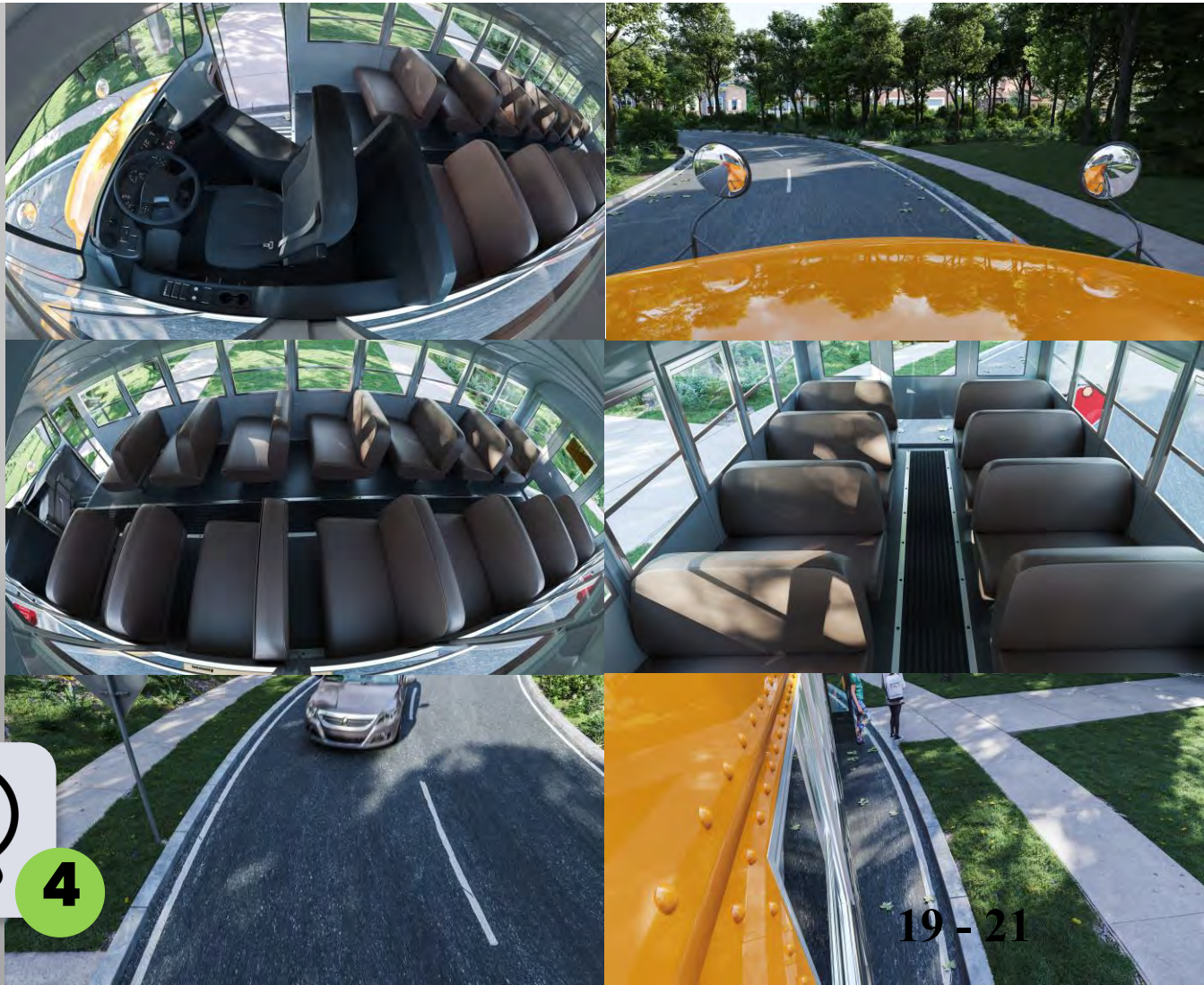
Live View
Streaming



Silent Alarm
Emergency
Alert System



Optional safety cameras available at no cost to school districts and municipalities

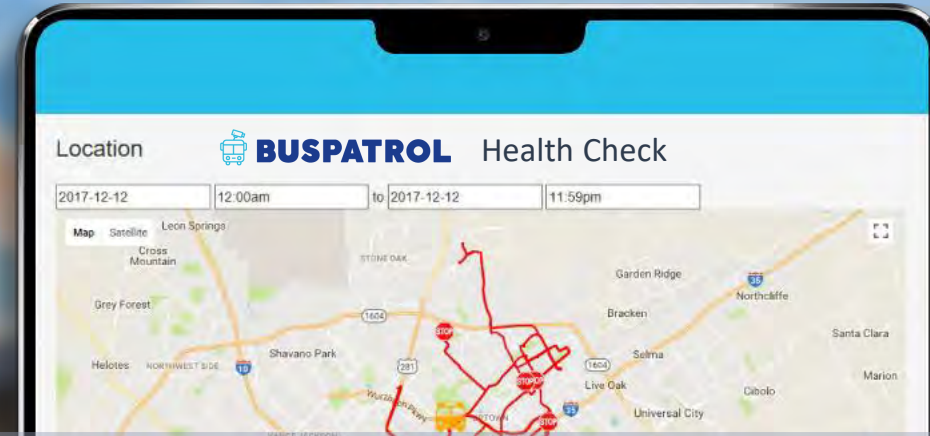




The Best Hardware Demands the Best Software and Bundled Services to Support it

Partner Portal Health Check

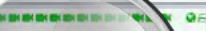
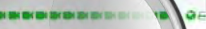
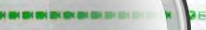
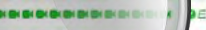
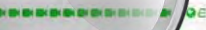
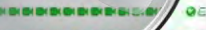




- Real-time overview of BusPatrol's pupil transportation technology and tools.
- Quickly review the status and functionality of cameras across your entire fleet to ensure optimal citation management.



Health

99%  

100% 

Today at 3:06 PM	SW129	0682005888	10 140 24.11 [vnc] [ndp]	Southwest ISD	Southwest ISD	73%	
Today at 3:06 PM	SW108	0682005767	10 140 24.32 [vnc] [ndp]	Southwest ISD	Southwest ISD	57%	
Today at 3:06 PM	SW105	0682005793	10 140 25.172 [vnc] [ndp]	Southwest ISD	Southwest ISD	70%	
Today at 3:06 PM	DV68	0682005748	10 140 23.203 [vnc] [ndp]	Del Valle	Del Valle	77%	
Today at 3:06 PM	PF28	0682004CF9	10 140 20.225 [vnc] [ndp]	Pflugerville	Pflugerville	7%	
Today at 3:06 PM	PF42	0682005326	10 140 21.40 [vnc] [ndp]	Pflugerville	Pflugerville	87%	
Today at 3:06 PM	PF136	0682005305	10 140 24.38 [vnc] [ndp]	Pflugerville	Pflugerville	87%	
Today at 3:06 PM	PF226	0682005573	10 140 23.242 [vnc] [ndp]	Pflugerville	Pflugerville	87%	
Today at 3:06 PM	PF45	0682005584	10 140 21.44 [vnc] [ndp]	Pflugerville	Pflugerville	87%	
Today at 3:06 PM	PF60	0682005596	10 140 20.250 [vnc] [ndp]	Pflugerville	Pflugerville	87%	

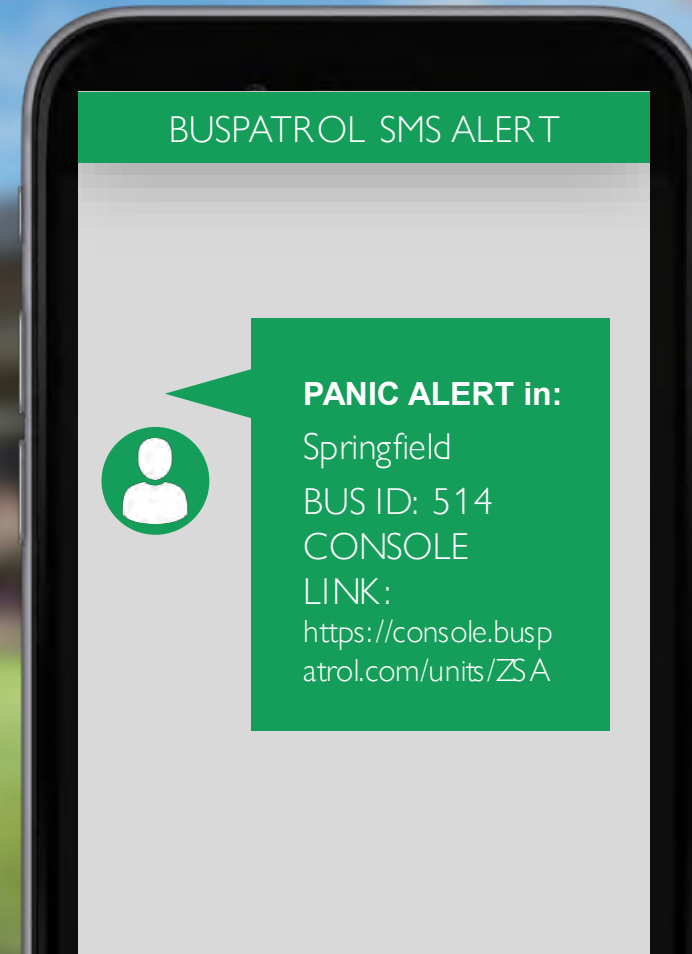
The Best Hardware Demands the Best Software and Bundled Services to Support it

Real-Time Emergency Alerts

BusPatrol Silent Alarm triggers a notification link that provides important information including still images, GPS info, and live view.



SILENT ALARM
SAFETY FEATURE





ADDITIONAL SAFETY FEATURES

ITEM 19

Our Technology

The Best Hardware Demands the Best Software and Bundled Services to Support it

Partner Portal

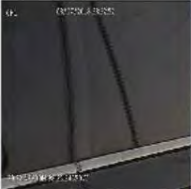





Live View Streaming

Our exclusive capability allows school officials to remotely access live audio & video feeds from the school bus when incidents occur.


SAFETY FEATURE

Cameras	13
Health	73%
Notes	

Cameras









CH12 03/07/2018 23:16:17



29.32.5099N, 98.26.5563W

00:08 00:25


Live View



**SAFEGUARD YOUR
ENTIRE FLEET AT NO COST**

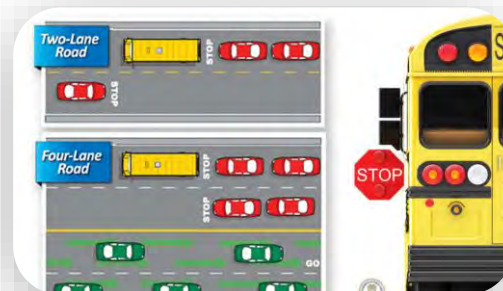
INTEGRATED SAFETY TECHNOLOGY SOLUTIONS

COMPLETE PROGRAM MANAGEMENT

MUCH MORE THAN HARDWARE & SOFTWARE SOLUTIONS



SOFTWARE LICENSES
& Connectivity Charges



PSA & SIGNAGE
Awareness Campaigns



MAINTENANCE
Hardware & Software



CUSTOMER SUPPORT
Violator Education



ADJUDICATION SERVICES
Violator Support



NO COST TO SCHOOL DISTRICTS
FOR LIFE OF PROGRAM

HARDWARE – SOFTWARE – PROCESSES – HUMAN RESOURCES – SUPPORT
PSA CAMPAIGNS CONNECTIVITY CHARGES – MAINTENANCE



BUSPATROL

19-26

**98% OF THE VIOLATORS WHO GET A TICKET
VIA THE STOP-ARM CAMERA PROGRAM
DON'T ILLEGALLY PASS A
SCHOOL BUS A SECOND TIME.**

ONCE THEY KNOW THE LAW IS BEING ENFORCED, THEY STOP.



BUSPATROL

Matt Anderson

714.788.0383

matt.anderson@buspatrol.com

ITEM 19



19 - 28



CIVIL PENALTY CITATION

CITY OF MANASSAS, VIRGINIA SCHOOL BUS STOP ARM SAFETY PROGRAM

CITATION #
VA-37-752-000182016

MAILED ON
08/03/2016

DATE AND TIME OF VIOLATION	08/03/2016 4:28pm
LOCATION OF VIOLATION	1500 Block of Main Street
REGISTERED VEHICLE OWNER	Joseph Michael Smith
OWNER'S STREET ADDRESS	18 Mayberry Ln Manassas, VA 20122
VEHICLE STATE & LICENSE NUMBER	VA / J2H-MP4
VEHICLE MAKE	Ford

FINE AMOUNT	ORDINANCE & DESCRIPTION
-------------	-------------------------

\$250

DUE BY 09/03/2016

**IF YOU FAIL TO PAY
THE CIVIL PENALTY BY
09/03/2016, YOU MAY
RECEIVE A SUMMONS
TO APPEAR IN COURT
PURSUANT TO CODE
OF VIRGINIA §46.2-844.**

City Code Section 114-44:

Failure to stop when approaching school bus stopped for the purpose of taking on or discharging children, the elderly or the handicapped.

If you were not the operator of the vehicle identified above at the time of the violation, you may complete the attached affidavit which the City will consider in deciding whether to issue a summons. If a summons is issued and you wish to contest the matter, you should carefully review the summons and the provisions of Section 46.2-844 of the Code of Virginia.

Based on my review and inspection of the evidence, including the recorded images, I state that a violation of Code of Virginia § 46.2-844 and Manassas City Code 114-44 did occur.

John K. Doe
POLICE OFFICER

1936
UNIT NUMBER

ITEM 19
The City of Manassas has implemented a **School Bus Stop Arm Safety Program** in an effort to reduce the number of motor vehicles unlawfully passing stopped school buses. The vehicle identified in this Citation was video-taped passing a stopped school bus in violation of Code of Virginia § 46.2-844. See Code of Virginia and the Code of Ordinances for the City of Manassas, Virginia § 114-44. Those sections provide for a civil penalty of \$250.00.



----- CUT HERE -----



School Bus Stop Arm Safety Program
P. O. Box 1310
Newington, VA 22122

For additional information or questions
please call 1-877-504-7080, Monday – Friday,
8 AM – 5 P.M. ET, or visit **www.alertbus.com**

Registered Vehicle Owner:

Joseph Michael Smith
18 Mayberry Ln
Manassas, VA 20112

Citation #
VA-37-752-000182016

\$250

DUE BY 09/03/2016

PAYMENT OF CIVIL PENALTY

CITY OF MANASSAS SCHOOL
BUS STOP ARM SAFETY PROGRAM

YOU MUST PAY OR CONTEST THE CIVIL FINE BY 8/03/2016. As the vehicle owner, you have the right to contest the civil fine in an administrative adjudication hearing by submitting a request for a hearing within 30 days after the citation is issued/mail date. A request to have the enforcement officer present at the hearing must be made at the time of your request for an administrative adjudication hearing, and failure to timely make this request constitutes a waiver of the vehicle owner's right to have the enforcement officer at the hearing. To contest this civil penalty citation, please call 1-877-504-7080.

VIEW VIOLATION ON THE INTERNET at www.alertbus.com. In addition to the photographs contained in this citation, you may view the recorded images on the Internet at www.alertbus.com. You may login using your citation number and license plate number. For technical support, please contact support@alertbus.com.

PAY THE CIVIL PENALTY. Payment of the civil penalty may be made by one of the following options.

CREDIT/DEBIT CARD: Payments of the civil penalty may be made online using Visa or MasterCard at: **www.alertbus.com**. You may login online using your citation number and license plate number.

CHECK OR MONEY ORDER: Payments by personal check or money order are accepted by mail. Complete the payment coupon below and mail it to the address shown on the coupon. **No cash payments are accepted by mail.**

FAILURE TO PAY OR CONTEST CIVIL PENALTY. If you fail to timely pay or contest the civil penalty within 30 days after the citation mail date, you may receive a summons to appear in court pursuant to Code of Virginia § 46.2-844. Failure to timely pay or contest is considered an admission of liability for the violation, is a waiver of the vehicle owner's right to appeal the civil fine, and will result in the assessment of appropriate civil fines, penalties, and costs, including a \$25 late payment penalty. An arrest warrant may not be issued for failure to timely pay the civil fines, penalties, and court costs, and the imposition of the civil penalty may not be recorded on the owner's driving record.

AFFIDAVIT

Citation #
VA-37-752-000182016

"I declare under penalty of perjury that I was not the operator of the vehicle identified in the above citation number at the time of the alleged violation. All information I have submitted is true and correct based on my personal knowledge."

OWNER'S
NAME

ADDRESS
(Street, City,
State, ZIP)

SIGNATURE

DATE

PHONE NO.

CUT HERE



MAIL TO: School Bus Stop Arm Safety Program
P.O. Box 1310, Newington, VA 22122

THIS AFFIDAVIT MUST BE NOTARIZED:

COMMONWEALTH OF
VIRGINIA COUNTY OF

(seal)

THIS INSTRUMENT
WAS ACKNOWLEDGED
BEFORE ME ON

BY

SIGNATURE

COMMISSION EXPIRES

CUT HERE



PAYMENT COUPON

SCHOOL BUS STOP ARM
SAFETY PROGRAM

PAYMENT
METHOD

☐ Check ☐ Money Order

PHONE NO.
(Required)

PRINTED NAME
(Required)

SIGNATURE
(Required)

Citation #
VA-37-752-000182016

\$250
DUE BY 09/03/2016

Checks and money orders should be made payable to:
School Bus Stop Arm Safety Program

MAIL TO: School Bus Stop Arm Safety Program
P. O. Box 1310
Newington, VA 22122



KeyCite Yellow Flag - Negative Treatment

Proposed Legislation

West's Annotated Code of Maryland
Transportation
Title 21. Vehicle Laws--Rules of the Road (Refs & Annos)
Subtitle 7. Special Stops Required (Refs & Annos)

MD Code, Transportation, § 21-706.1

§ 21-706.1. Report of violations witnessed by school bus operators

Effective: May 8, 2020

[Currentness](#)

Definitions

(a)(1) In this section the following words have the meanings indicated.

(2) “Law enforcement agency” means a law enforcement agency of a local political subdivision that is authorized to issue a citation for a violation of the Maryland Vehicle Law or of local traffic laws or regulations.

(3)(i) “Owner” means the registered owner of a motor vehicle or a lessee of a motor vehicle under a lease of 6 months or more.

(ii) “Owner” does not include:

1. A motor vehicle leasing company; or
2. A holder of a special registration plate issued under Title 13, Subtitle 9, Part III of this article.

(4) “Recorded image” means images recorded by a school bus monitoring camera:

(i) On:

1. Two or more photographs;
2. Two or more microphotographs;
3. Two or more electronic images;

4. Videotape; or

5. Any other medium; and

(ii) Showing a motor vehicle and, on at least one image or portion of tape, clearly identifying the registration plate number of the motor vehicle.

(5) “School bus monitoring camera” means a camera placed on a school bus that is designed to capture a recorded image of a driver of a motor vehicle committing a violation.

(6) “Violation” means a violation of § 21-706 of this subtitle.

Contents of report; warning to owner of vehicle

(b)(1)(i) If a school bus operator witnesses a violation, the operator may promptly report the violation to a law enforcement agency exercising jurisdiction where the violation occurred.

(ii) The report, to the extent possible, shall include:

1. Information pertaining to the identity of the alleged violator;

2. The license number and color of the vehicle involved in the violation;

3. The time and location at which the violation occurred; and

4. An identification of the vehicle as an automobile, station wagon, truck, bus, motorcycle, or other type of vehicle.

(2) If the identity of the operator of the vehicle at the time the violation occurred cannot be established, the law enforcement agency shall issue to the registered owner of the vehicle, a warning stating:

(i) That a report of a violation was made to the law enforcement agency and that the report described the owner's vehicle as the vehicle involved in the violation;

(ii) That there is insufficient evidence for the issuance of a citation;

(iii) That the warning does not constitute a finding that the owner is guilty of the violation; and

(iv) The requirements of § 21-706 of this subtitle.

School bus monitoring cameras

(c)(1) A school bus monitoring camera may not be used in a local jurisdiction under this section unless its use is authorized by the governing body of the local jurisdiction by local law enacted after reasonable notice and a public hearing.

(2) If authorized by the governing body of the local jurisdiction, a law enforcement agency, in consultation with the county board of education, may place school bus monitoring cameras on school buses in the county.

Recorded images by school bus monitoring cameras

(d) A recorded image by a school bus monitoring camera under this section indicating that the driver of a motor vehicle has committed a violation shall include:

- (1) An image of the motor vehicle;
- (2) An image of at least one of the motor vehicle's registration plates;
- (3) The time and date of the violation; and
- (4) To the extent possible, the location of the violation.

Civil penalties

(e)(1) Unless the driver of the motor vehicle received a citation from a police officer at the time of the violation, the owner or, in accordance with subsection (h)(5) of this section, the driver of a motor vehicle is subject to a civil penalty if the motor vehicle is recorded by a school bus monitoring camera during the commission of a violation.

(2) A civil penalty under this subsection may not exceed \$500.

(3) For purposes of this section, the District Court shall prescribe:

- (i) A uniform citation form consistent with subsection (f)(1) of this section and [§ 7-302 of the Courts Article](#); and
- (ii) A civil penalty, which shall be indicated on the citation, to be paid by persons who choose to prepay the civil penalty without appearing in District Court.

Information sent by by law enforcement agencies

(f)(1) Subject to the provisions of paragraphs (2) through (5) of this subsection, a law enforcement agency shall mail to the owner liable under subsection (e) of this section a citation that shall include:

- (i) The name and address of the registered owner of the vehicle;
 - (ii) The registration number of the motor vehicle involved in the violation;
 - (iii) The violation charged;
 - (iv) To the extent possible, the location of the violation;
 - (v) The date and time of the violation;
 - (vi) A copy of the recorded image;
 - (vii) The amount of the civil penalty imposed and the date by which the civil penalty must be paid;
 - (viii) A signed statement by a technician employed by the law enforcement agency that, based on inspection of recorded images, the motor vehicle was being operated during the commission of a violation;
 - (ix) A statement that recorded images are evidence of a violation; and
 - (x) Information advising the person alleged to be liable under this section:
 - 1. Of the manner and time in which liability as alleged in the citation may be contested in the District Court; and
 - 2. That failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability and may result in refusal or suspension of the motor vehicle registration.
- (2) The law enforcement agency may mail a warning notice in place of a citation to the owner liable under subsection (e) of this section.
- (3)(i) Before mailing a citation to a motor vehicle rental company liable under subsection (e) of this section, a law enforcement agency shall mail a notice to the motor vehicle rental company stating that a citation will be mailed to the motor vehicle rental company unless, within 45 days of receiving the notice, the motor vehicle rental company provides the law enforcement agency with:
- 1. A statement made under oath that states the name and last known mailing address of the individual driving or renting the motor vehicle when the violation occurred;

2. A. A statement made under oath that states that the motor vehicle rental company is unable to determine who was driving or renting the vehicle at the time the violation occurred because the motor vehicle was stolen at the time of the violation; and

B. A copy of the police report associated with the motor vehicle theft claimed under item A of this item; or

3. Payment for the penalty associated with the violation.

(ii) A law enforcement agency may not mail a citation to a motor vehicle rental company liable under subsection (e) of this section if the motor vehicle rental company complies with subparagraph (i) of this paragraph.

(4) Except as provided in paragraph (3) of this subsection and subsection (h)(5) of this section, a citation issued under this section shall be mailed no later than 2 weeks after the alleged violation.

(5) A person who receives a citation under paragraph (1) of this subsection may:

(i) Pay the civil penalty, in accordance with instructions on the citation, directly to the county; or

(ii) Elect to stand trial for the alleged violation.

Certificates alleging violations

(g)(1) A certificate alleging that a violation occurred, sworn to or affirmed by a duly authorized agent of a law enforcement agency, based on inspection of recorded images produced by a school bus monitoring camera shall be evidence of the facts contained in the certificate and shall be admissible in any proceeding concerning the alleged violation.

(2) Adjudication of liability shall be based on a preponderance of evidence.

Defenses

(h)(1) The District Court may consider in defense of a violation:

(i) Subject to paragraph (2) of this subsection, that the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation;

(ii) Subject to paragraph (3) of this subsection, evidence that the person named in the citation was not operating the vehicle at the time of the violation; and

(iii) Any other issues and evidence that the District Court deems pertinent.

(2) In order to demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a police report about the stolen motor vehicle or registration plates was filed in a timely manner.

(3) To satisfy the evidentiary burden under paragraph (1)(ii) of this subsection, the person named in the citation shall provide to the District Court evidence to the satisfaction of the District Court of who was operating the vehicle at the time of the violation, including, at a minimum, the operator's name and current address.

(4)(i) The provisions of this paragraph apply only to a citation that involves a Class E (truck) vehicle with a registered gross weight of 26,001 pounds or more, Class F (tractor) vehicle, Class G (trailer) vehicle operated in combination with a Class F (tractor) vehicle, or Class P (passenger bus) vehicle.

(ii) To satisfy the evidentiary burden under paragraph (1)(ii) of this subsection, the person named in a citation described under subparagraph (i) of this paragraph may provide to the District Court a letter, sworn to or affirmed by the person and mailed by certified mail, return receipt requested, that:

1. States that the person named in the citation was not operating the vehicle at the time of the violation; and

2. Provides the name, address, and driver's license identification number of the person who was operating the vehicle at the time of the violation.

(5)(i) If the District Court finds that the person named in the citation was not operating the vehicle at the time of the violation or receives evidence under paragraph (4)(ii)2 of this subsection identifying the person driving the vehicle at the time of the violation, the clerk of the court shall provide to the law enforcement agency issuing the citation a copy of any evidence substantiating who was operating the vehicle at the time of the violation.

(ii) On the receipt of substantiating evidence from the District Court under subparagraph (i) of this paragraph, the law enforcement agency may issue a citation as provided in subsection (f) of this section to the person that the evidence indicates was operating the vehicle at the time of the violation.

(iii) A citation issued under subparagraph (ii) of this paragraph shall be mailed no later than 2 weeks after receipt of the evidence from the District Court.

Failure to pay civil penalties

(i) If the civil penalty is not paid and the violation is not contested, the Administration may refuse to register or reregister or may suspend the registration of the motor vehicle.

Civil penalties for violations

(j) A violation for which a civil penalty is imposed under this section:

- (1) Is not a moving violation for the purpose of assessing points under § 16-402 of this article and may not be recorded by the Administration on the driving record of the owner or driver of the vehicle;
- (2) May be treated as a parking violation for purposes of § 26-305 of this article; and
- (3) May not be considered in the provision of motor vehicle insurance coverage.

Procedures for issuance of citations, trials, and collection of penalties

(k) In consultation with law enforcement agencies, the Chief Judge of the District Court shall adopt procedures for the issuance of citations, trials for violations, and the collection of civil penalties imposed under this section.

Credits

Added by Acts 1988, c. 199. Amended by Acts 2011, c. 273, § 1, eff. Oct. 1, 2011; Acts 2012, c. 124, § 1, eff. July 1, 2012; Acts 2017, c. 683, § 1, eff. Oct. 1, 2017; Acts 2017, c. 744, § 1, eff. July 1, 2017; Acts 2019, c. 429, § 1, eff. June 1, 2019; Acts 2020, c. 628, § 1, eff. May 8, 2020.

MD Code, Transportation, § 21-706.1, MD TRANS § 21-706.1

Current through Joint Resolution 1 from the 2022 Regular Session of the General Assembly. Some statute sections may be more current, see credits for details.

End of Document

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DCAO NOTE: If approve for Introduction will be BILL 22-11

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 22-__

BY:

INTRODUCED:

A legislative bill authorizing the use of school bus monitoring cameras pursuant to Annotated Code of Maryland, Transportation § 10-706.1(c).

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that Title PS7 (Law Enforcement Officers) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add the following provisions:

Title PS7, Law Enforcement Officers, Subtitle II

School Bus Monitoring System

§ PS 7-201. School Bus Monitoring System

The use of a school bus monitoring system consistent with the Annotated Code of Maryland is authorized.

- II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2022.

Attest:

**County Commissioners of
Worcester County, Maryland**

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner



Worcester County Government

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

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

April 26, 2022

TO: *The Daily Times Group and The Maryland Coast Dispatch*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: Worcester County Notice of Public Hearing for Community Development Block Grant

.....
 Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *The Maryland Coast Dispatch* on May 5th, 2022 and May 12th, 2022. Thank you.

**NOTICE OF PUBLIC HEARING
 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
 WORCESTER COUNTY, MARYLAND**

The Worcester County Commissioners will conduct a public hearing to obtain the views of citizens on community, economic development, and housing needs to be considered for submission of an application to the Maryland Community Development Block Grant (CDBG) Program. Citizens will have the opportunity to discuss proposed projects and to provide input on other needs to be considered. A draft application will be available for the public to review beginning on May 24, 2022 until June 7, 2022, in the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863, Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays). The hearing will be held on:

TUESDAY, May 17th, 2022

AT 10:40 AM

IN THE COUNTY COMMISSIONERS' MEETING ROOM
 WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
 ONE WEST MARKET STREET
 SNOW HILL, MARYLAND 21863

Citizens will be furnished with information including but not limited to:

- The amount of CDBG funds available for State Fiscal Year 2023;
- The range of activities that may be undertaken with CDBG funds; and
- The proposed projects under consideration by Worcester County.

The Maryland CDBG Program is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. It is administered by the Department of Housing and Community Development (DHCD).

The Maryland CDBG Program reflects the State's economic and community development priorities and provides public funds for activities which meet one of the following national objectives, in accordance with the federal Housing Community Development Act of 1974, as amended, that:

1. Benefit to low- and moderate-income persons and households;
2. Aid in the prevention or elimination of slums or blight;



Worcester County Government

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

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

3. Meet other community development needs of an urgent nature, or that are an immediate threat to community health and welfare.

Efforts will be made to accommodate the disabled and non-English speaking residents with 5 days advance notice to County Administration at (410) 632-1194. Questions may be directed to Davida Washington, Housing Rehabilitation Program Coordinator, at (410) 632-1200, ext. 1171.

THE WORCESTER COUNTY COMMISSIONERS

RESOLUTION NO. 22-____

**RESOLUTION AUTHORIZING THE FILING OF A CDBG APPLICATION
TO FUND A HOUSING REHABILITATION PROGRAM IN WORCESTER COUNTY IN SFY23**

WHEREAS, the State of Maryland through the Department of Housing and Community Development (DHCD) has solicited applications from eligible jurisdictions to apply for funding under the Maryland Community Development Block Grant Program (CDBG); and

WHEREAS, Worcester County is eligible to apply for funds from the Maryland CDBG program through the Maryland Department of Housing and Community Development; and

WHEREAS, the Worcester County Commissioners have held the required public hearing(s) related to the formulation of Worcester County's Block Grant Application;

WHEREAS, the Worcester County Commissioners understand and acknowledge that they would be responsible for completion of grant activities and any corrective actions including the repayment of funds if necessary;

NOW, THEREFORE, BE IT RESOLVED, that the Worcester County Commissioners authorize the submittal of an application for Community Development Block Grant funds in the amount of \$500,000 this 17th day of May 2022 for the following project: County-wide Owner-Occupied Housing Rehabilitation Program

BE IT FURTHER RESOLVED, that Commissioner President Joseph Mitrecic is authorized and empowered to execute any and all documents required for the submission of the application.

PASSED AND ADOPTED this 17th day of May 2022.

ATTEST:

WORCESTER COUNTY COMMISSIONERS

Weston S. Young,
Chief Administrative Officer

By: _____
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



WSY 4/19/22

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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

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

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Weston S. Young, P.C., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director, Development Review and Permitting *JKK*
DATE: April 11, 2022
RE: Request to Schedule Public Hearing – FY23 Housing Rehabilitation Grant Application

.....

The State of Maryland is currently accepting applications from local jurisdictions to its Community Development Block Grant (CDBG) Program. Worcester County's current grant term is set to expire on July 31, 2022. Prior to the submission of a proposed application for the next grant cycle in FY23, the Worcester County Commissioners must hold a public hearing to receive comment from the community on the local housing needs. At this time, I am requesting that the required public hearing be scheduled for May 17, 2022. A copy of the draft advertisement is attached for your use.

Historically, Worcester County has requested and received \$300,000 for the rehabilitation of approximately 18 owner occupied homes over the typical two-year grant cycle. For FY23, we are requesting to increase this amount to \$500,000. Attached you will find a memorandum from Davida Washington, Housing Rehabilitation Program Coordinator, detailing the program description and evaluation of the need for the program.

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

cc: Gary Pusey, Deputy Director
Davida Washington, Housing Rehabilitation Program Coordinator

NOTICE OF PUBLIC HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners will conduct a public hearing to obtain the views of citizens on community, economic development, and housing needs to be considered for submission of an application to the Maryland Community Development Block Grant (CDBG) Program. Citizens will have the opportunity to discuss proposed projects and to provide input on other needs to be considered. A draft application will be available for the public to review beginning on May 24, 2022 until June 7, 2022, in the Department of Development, Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863, Monday through Friday from 8:00 A.M. and 4:30 P.M. (except holidays). The hearing will be held on:

TUESDAY, _____
AT _____
IN THE COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

Citizens will be furnished with information including but not limited to:

- The amount of CDBG funds available for State Fiscal Year 2023;
- The range of activities that may be undertaken with CDBG funds; and
- The proposed projects under consideration by Worcester County.

The Maryland CDBG Program is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. It is administered by the Department of Housing and Community Development (DHCD).

The Maryland CDBG Program reflects the State's economic and community development priorities and provides public funds for activities which meet one of the following national objectives, in accordance with the federal Housing Community Development Act of 1974, as amended, that:

1. Benefit to low- and moderate-income persons and households;
2. Aid in the prevention or elimination of slums or blight;
3. Meet other community development needs of an urgent nature, or that are an immediate threat to community health and welfare.

Efforts will be made to accommodate the disabled and non-English speaking residents with 5 days advance notice to Joseph E. Parker, III, Deputy Chief Administrative Officer at (410) 632-1194. Questions may be directed to Davida Washington, Housing Rehabilitation Program Coordinator, at (410) 632-1200, ext. 1171.

Joseph M. Mitrecic, President

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

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

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Jennifer Keener
CC: File
From: Davida Washington
Date: 4/11/2022
Re: Request for Public Hearing for FY2022 Housing Rehabilitation Grant Application

Worcester County currently has one open housing rehabilitation grant through the State CDBG Program. This grant was received in 2020 in the amount of \$300,000 for the rehabilitation of owner-occupied homes. The current grant term will end on July 31, 2022, at which point all funds shall be expended and 15 rehabilitations shall be completed as required. At this time, I am proposing that the Commissioners schedule a public hearing as the first step toward enabling me to submit a grant application on behalf of Worcester County in the amount of \$500,000 for the rehabilitation of an additional 18 or more owner-occupied homes County-wide. Attached please find a general program description and evaluation of need for the proposed project.

The requested funds would cover the construction costs, relocation costs and lead testing and clearance costs associated with the continuance of the Worcester County Housing Rehabilitation Program. 100% of the requested \$500,000 in grant funding will be utilized to meet the national objective of benefit to low and moderate income persons. The \$75,000 of required County matching funds will be met through in-kind expenditures associated with the administration of the program over the two year period. Qualifying expenditures include the Program Administrator and Inspector's fees, flood determination reports, credit reports, appraisals, advertising expenses, mailings and office supplies.

Upon Commissioners' approval, please authorize publication of the attached Notice of Public Hearing per CDBG Program requirements. This Notice must be published a minimum of 5 days prior to the date of the public hearing.

Project Description
Worcester County Housing Rehabilitation Program

Worcester County is seeking Community Development Block Grant funding to support the continuation of our county-wide housing rehabilitation program. Since the creation of this program in 1987, the County has not wavered in its dedication to providing the financial and administrative support necessary to ensure the betterment of living conditions for the residents of the County.

The requested CDBG monies will be leveraged with the State Special Loans Program, USDA Rural Development, Shore-Up!, Inc., and both the State and Federal Lead Hazard Grant and Loan Programs to achieve general rehabilitation and lead abatement of 18 owner-occupied homes. Additionally, a portion of the funding will be used for relocation of families unable to live in their homes during lead abatement, as well as to cover the expenses associated with lead clearance testing following completion of the affected rehabilitation projects.

The Worcester County Housing Rehabilitation Program gives priority consideration to the disabled, those over the age of 62, households of extremely low income, and dwelling conditions that present health or safety hazards. Upon notification of a grant award from the State, the Worcester County Housing Review Board will review all qualified applications based on the above parameters and approve 16 or more projects for grant and loan funding. Projects approved by the Board will be referred to the County Commissioners for review and bid solicitation. Successful bidders will then be approved by the Commissioners on the basis of the fairness of the bid price and expected construction timelines. Grantees will then sign a construction contract and grant agreement and/or promissory note outlining the terms of assistance being offered upon receipt of a successful project bid. Once these closing documents are signed, an Order to Proceed will be issued to the contractor authorizing construction start.

During the construction process, periodic inspections will be performed by the Program Inspector to ensure that all work conforms to code and is of good quality. Progress payments are made to the contractor based upon the inspector's review and approval of all completed work. Final payments are not issued until the inspector, homeowner and program administrator sign the final request. For projects that require lead abatement measures, a passing lead clearance test must be submitted along with the request for final payment.



Worcester County Government

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

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

April 26, 2022

TO: *The Daily Times Group and The Maryland Coast Dispatch*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: Worcester County Notice of Public Hearing Notice for St. Martin's by the Bay USDA Grant Application

.....
 Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *The Maryland Coast Dispatch* on May 5th, 2022 and May 12th, 2022. Thank you.

**NOTICE OF PUBLIC HEARING
 ST. MARTIN'S BY THE BAY USDA GRANT APPLICATION
 WORCESTER COUNTY, MARYLAND**

The project proposes to replace the community's private supply well and distribution system by connecting the community to the Ocean Pines water system. Fifty-Eight (58) residential EDU's will be served by extending an existing 8" water main along Beauchamp Road to St. Martin's Parkway and back into the community. There are no commercial connections planned as part of this project. The connection to Ocean Pines will alleviate concerns about salt water intrusion into the private well, provide fire flow protection (including new hydrants), and eliminate water shortage issues that have occurred since the system was installed in 1984. The Commissioners will hold a:

**PUBLIC HEARING
 TUESDAY, May 17th, 2022
 AT 10:40 AM**

IN THE COUNTY COMMISSIONERS' MEETING ROOM
 WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
 ONE WEST MARKET STREET
 SNOW HILL, MARYLAND 21863

Proposed water usage for the 58 homes is estimated at 250 gallons per day (gpd) for a total of 14,500 gpd. The cost estimate for the project is \$1,545,991.50 for design and construction as of November 2021. Public Works recommends adding an additional 30% contingency based on recent material price increases, which raises the project cost to \$2.0 Million. Project specifications and cost projections are available on request to view electronically by contacting the Worcester County Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863 Monday through Friday from 7:30 A.M. to 4:00 P.M. (except holidays), at (410) 632-5623 as well as at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS



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

ITEM 21

APPROVED

WSY 4/19/22

DALLAS BAKER JR., P.E.
DIRECTOR

CHRIS CLASING, P.E.
DEPUTY DIRECTOR

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

DIVISIONS

MAINTENANCE
TEL: 410-632-2244
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

Joseph Parker, Deputy Chief Administrative Officer

FROM: Dallas Baker Jr., P.E., Public Works Director

DATE: April 14, 2022

RE: Request for Public Hearing for St. Martin's by the Bay

Public Works is requesting a public hearing for the St. Martin's by the Bay Community Water Project. US Department of Agriculture (USDA) requires a public hearing as part of the funding application process. The project proposes to replace the community's private supply well and distribution system by connecting the community to the Ocean Pines water system. Fifty-Eight (58) residential EDU's will be served by extending an existing 8" water main along Beauchamp Road to St. Martin's Parkway and back into the community. There are no commercial connections planned as part of this project. The connection to Ocean Pines will alleviate concerns about salt water intrusion into the private well, provide fire flow protection (including new hydrants), and eliminate water shortage issues that have occurred since the system was installed in 1984.

Proposed water usage for the 58 homes is estimated at 250 gallons per day (gpd) for a total of 14,500 gpd. The Ocean Pines system is capable of producing 1.5 Million gpd (MGD) and is currently averaging 1.16 MGD, leaving 343,000 gpd of capacity which is enough to serve St. Martin's by the Bay.

The cost estimate for the project is \$1,545,991.50 for design and construction as of November 2021. Public Works recommends adding an additional 30% contingency based on recent material price increases, which raises the project cost to \$2.0 Million. USDA loans are awarded on 40-year terms and is currently offering 1.75% interest rates which put the quarterly payment at approximately \$17,408. Divided between the 58 homes served by this project gives a debt repayment \$300 per home per quarter plus another \$58 for the Domestic base fee and consumption fee, making an estimated quarterly water bill of \$358. Upfront EDU costs for this district are \$3,600 per EDU.

USDA requires notices for Public Hearings be advertised ten (10) days prior to the hearing. Copies of the notice advertisement and approved hearing minutes must be included as part of the funding application to USDA.

Please let me know if there are any questions.

Attachment



PUBLIC INFORMATION REQUIREMENTS WEP

7 CFR 1780.19 Public Information

- (a) **Public notice of intent to file an application with the Agency.** Within 60 days of filing an application with the Agency the applicant must publish a notice of intent to apply for a RUS loan or grant. The notice of intent must be published in a newspaper of general circulation in the proposed area to be served.
- (b) **General public meeting.** Applicants should inform the general public regarding the development of any proposed project. Any applicant not required to obtain authorization by vote of its membership or by public referendum, to incur the obligations of the proposed loan or grant, must hold at least one public information meeting. The public meeting must be held not later than loan or grant approval. The meeting must give the citizenry an opportunity to become acquainted with the proposed project and to comment on such items as economic and environmental impacts, service area, alternatives to the project, or any other issue identified by Agency. To the extent possible, this meeting should cover items necessary to satisfy all public information meeting requirements for the proposed project. To minimize duplication of public notices and public involvement, the applicant shall, where possible, coordinate and integrate the public involvement activities of the environmental review process into this requirement. The applicant will be required, at least 10 days prior to the meeting, to publish a notice of the meeting in a newspaper of general circulation in the service area, to post a public notice at the applicant's principal office, and to notify the Agency. The applicant will provide the Agency a copy of the published notice and minutes of the public meeting. A public meeting is not normally required for subsequent loans or grants which are needed to complete the financing of a project.

[https://www.ecfr.gov/current/title-7/subtitle-B/chapter-XVII/part-1780#p-1780.19\(a\)](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-XVII/part-1780#p-1780.19(a))

SAMPLE NOTICE OF INTENT AND PUBLIC MEETING NOTICE

The Organization's Name will file/has filed an application with the USDA Rural Development for financial assistance to develop Identified Project. A public information meeting for comments will be held at Time on Date at Location, to discuss the proposed project and to provide the opportunity for public comment.



PUBLIC INFORMATION CONFIRMATION

1. Applicant required to obtain authorization by

☐ by public referendum

Date of referendum

Attach documentation

2. Applicant not required to obtain authorization by vote of its membership or by public referendum, will hold at least one public information meeting.

a. The public meeting must be held not later than loan or grant approval.

b. The meeting must give the citizenry an opportunity to become acquainted with the proposed project and to comment on such items as economic and environmental impacts, service area, alternatives to the project, or any other issue identified by Agency.

c. To the extent possible, this meeting should cover items necessary to satisfy all public information meeting requirements for the proposed project.

d. To minimize duplication of public notices and public involvement, the applicant shall, where possible, coordinate and integrate the public involvement activities of the environmental review process into this requirement.

e. The applicant will be required, at least 10 days prior to the meeting, to publish a notice of the meeting in a newspaper of general circulation in the service area, to post a public notice at the applicant's principal office, and to notify the Agency.

f. The applicant will provide the Agency a copy of the published notice and minutes of the public meeting.

g. A public meeting is not normally required for subsequent loans or grants which are needed to complete the financing of a project.

_____ Date of Meeting. Attach documentation



Worcester County Administration

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

April 25th, 2022

TO: *The Daily Times Group and The Ocean City Today Group and The Maryland Coast Dispatch*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: Public Hearing Worcester County Amended Capital Improvement Plan

.....
 Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today and The Maryland Coast Dispatch* on May 05, 2022 and May 12, 2022. Please make the advertisement approximately 3 columns wide with a prominent border and place the ad in a part of the newspaper other than the legal ads. Thank you.

**Notice of Public Hearing
 Amended Five-Year Capital Improvement Plan
 FY 2023 through FY 2027
 Worcester County, Maryland**

The Worcester County Commissioners will conduct a public hearing on the Amended Five-Year Capital Improvement Plan (CIP) for fiscal year (FY) 2023 through FY2027. The CIP is a planning document the County will use in preparing future operating budgets, to anticipate future financial needs of the County and to identify possible funding resources. The Capital Improvement Plan has been amended to accurately reflect the updated projects that will be bonded for FY2023/2024. The most significant changes are the removal of the Ocean Pines Spray Irrigation (\$3,250,000) and the update of the Ocean Pines Belt Filter Press project (from \$3,550,000 to \$4,600,000). Inclusion of a project in the CIP does not constitute a guarantee of funding from the County. Some capital projects will be added, deleted and/or amended as necessary. As with the Operating Budget, the projects for each fund have to be balanced with the resources available in that fund.

**PUBLIC HEARING
 Tuesday, May 17, 2022
 at 10:40 A.M.**

in the
 County Commissioners Meeting Room
 Room 1101 - Government Center
 One West Market Street
 Snow Hill, Maryland 21863

Copies of the Worcester County Amended Capital Improvement Plan for FY2023 through FY2027 summary may be obtained online at www.co.worcester.md.us. For additional information, please contact the County Administration Office at (410) 632-1194.

THE WORCESTER COUNTY COMMISSIONERS



ITEM 22

APPROVED

WSY 3/1/22

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

February 22, 2022

TO: Weston Young, Chief Administrative Officer
Worcester County Commissioners

FROM: Kim Reynolds, Senior Budget Accountant 

RE: Amended Capital Improvement Plan FY2023 through FY2027

Please find attached, the Amended Fiscal Year 2023 through Fiscal Year 2027 Five-Year Capital Improvement Plan. The Plan Summary by Category indicates projects totaling \$200,321,677 are requested over the five-year period. Of these projects listed in fiscal years 2023 and 2024, \$41,832,684 will be funded through general obligation bonds. The Capital Improvement Plan has been amended to accurately reflect the projects that will be bonded for FY2023/2024 projects. Of the changes, the most significant are the removal of the Ocean Pines Spray Irrigation (\$3,250,000) and the updated Ocean Pines Belt Filter Press project from \$3,550,000 to \$4,600,000. The remaining portion would come from grant funds, state match funds, user fees, assigned funds, private donations.

Should you have any questions please do not hesitate to contact me.

REQUESTED PLAN SUMMARY BY CATEGORY

2/22/2022

WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN
FY 2023 TO FY 2027 PROJECT SUMMARY

Project Category	2023	2024	2025	2026	2027	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete *	Total Project Cost
General Government	17,433,333	21,947,967	21,412,968	0	0	60,794,268	30.35%	0	0	60,794,268
Public Safety	8,852,610	5,500,000	17,250,000	15,250,000	0	46,852,610	23.39%	2,483,060	0	49,335,670
Public Works	6,493,000	9,530,000	4,200,000	2,070,000	2,630,000	24,923,000	12.44%	1,195,550	0	26,118,550
Recreation & Parks	13,987,930	9,811,000	0	0	0	23,798,930	11.88%	3,710,451	0	27,509,381
Public Schools	7,004,481	5,050,523	1,564,969	2,974,195	24,211,624	40,805,792	20.37%	8,731,131	92,172,095	141,709,018
Community College	416,777	0	150,885	2,471,640	107,775	3,147,077	1.57%	2,341,972	0	5,489,049
TOTAL	54,188,131	51,839,490	44,578,822	22,765,835	26,949,399	200,321,677	100.00%	18,462,164	92,172,095	310,955,936

Source of Funds	2023	2024	2025	2026	2027	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete	Total Project Cost
General Fund	1,530,000	2,650,000	1,500,000	1,837,244	2,470,996	9,988,240	4.99%	1,025,000	1,755,752	12,768,992
User Fees	620,000	400,000	400,000	0	0	1,420,000	0.71%	0	0	1,420,000
Grant Funds	18,579,433	28,535,333	17,333,334	0	0	64,448,100	32.17%	2,057,451	0	66,505,551
State Match	0	3,711,000	1,700,000	921,000	5,573,000	11,905,000	5.94%	4,814,000	18,110,000	34,829,000
State Loan	2,100,000	1,300,000	200,000	0	0	3,600,000	1.80%	0	0	3,600,000
Assigned Funds	3,659,150	4,589,157	2,637,519	250,000	0	11,135,826	5.56%	5,579,577	0	16,715,403
Private Donation	1,000,000	0	0	0	0	1,000,000	0.50%	0	0	1,000,000
Enterprise Bonds	0	4,600,000	2,100,000	570,000	1,130,000	8,400,000	4.19%	0	0	8,400,000
General Bonds	26,192,548	6,054,000	18,707,969	19,187,591	17,775,403	87,917,511	43.89%	4,986,136	72,306,343	165,209,990
ARPA Funds	507,000	0	0	0	0	507,000	0.25%	0	0	507,000
TOTAL	54,188,131	51,839,490	44,578,822	22,765,835	26,949,399	200,321,677	100.00%	18,462,164	92,172,095	310,955,936

* Balance to Complete - Years FY2028 and future

**FY 2023 TO FY 2027 SUMMARY BY PROJECT
REQUESTED**

2/18/2022

**WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN**

		FY2023	FY2024	FY2025	FY2026	FY2027	Prior Allocation	Balance To Complete	TOTAL
General Government Facilities									
	New Pocomoke Library	100,000	3,914,634	4,079,634					8,094,268
	Broadband Infrastructure	17,333,333	17,333,333	17,333,334					52,000,000
	Snow Hill Library Building Improvements		700,000						700,000
	Total General Government Facilities	17,433,333	21,947,967	21,412,968	0	0	0	0	60,794,268
Public Safety									
	Worcester County Jail Improvement Project	8,472,610	1,000,000				2,483,060		11,955,670
	Fire/EMS Paging System	30,000	650,000						680,000
	Outdoor Warning Siren System	50,000	800,000						850,000
	Public Safety Logistical Storage Facility	200,000	3,050,000						3,250,000
	Public Safety Building	100,000	0	17,250,000	15,250,000				32,600,000
	Total Public Safety	8,852,610	5,500,000	17,250,000	15,250,000	0	2,483,060	0	49,335,670
Public Works									
	Asphalt Overlay/Pavement Preservation of Roads	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000		8,500,000
	Berlin Roads Building Renovation	320,000					123,550		443,550
	Gradall XL4100 V 6X4		500,000						500,000
Water Wastewater									
	Lewis Road Sewer Extension	1,953,000					72,000		2,025,000
	Ocean Pines Belt Filter Press		4,600,000						4,600,000
	Mystic Harbour Water Treatment Plant Rehabilitation	1,400,000							1,400,000
	Mystic Harbour Water Treatment Plant Solids Dewatering & Storage Repair	700,000	1,300,000	200,000					2,200,000
	Landings Water Tower Rehabilitation and Painting		580,000						580,000
	Riddle Farm Water Tower Rehabilitation, Painting & Lowering		650,000						650,000
	Mystic Harbour Water Treatment Plant Expansion & Effluent Disposal System			2,100,000					2,100,000
	Riddle Farm & Mystic Harbour Effluent Disposal Interconnection				570,000	1,130,000			1,700,000
Solid Waste									
	Solid Waste Cell 1 Pump Station	620,000							620,000
	Administration Scale House Renovations & Addition		400,000	400,000					800,000
	Total Public Works	6,493,000	9,530,000	4,200,000	2,070,000	2,630,000	1,195,550	0	26,118,550
Recreation & Parks									
	West Ocean City Commercial Harbor	400,000					1,125,000		1,525,000
	Worcester County Sports Complex	12,998,930					2,585,451		15,584,381
	Ocean City Inlet & Harbor Navigation Improvement Project	589,000	9,811,000						10,400,000
	Total Recreation & Parks	13,987,930	9,811,000	0	0	0	3,710,451	0	27,509,381

**FY 2023 TO FY 2027 SUMMARY BY PROJECT
REQUESTED**

2/18/2022

**WORCESTER COUNTY
FIVE YEAR CAPITAL IMPROVEMENT PLAN**

		FY2023	FY2024	FY2025	FY2026	FY2027	Prior Allocation	Balance To Complete	TOTAL
Public Schools									
	Stephen Decatur Middle School Addition	6,521,108					8,731,131		15,252,239
	Snow Hill Middle/Cedar Chapel School - Roof Replace	103,000	3,826,000						3,929,000
	Buckingham Elementary Replacement School	380,373	1,224,523	1,457,969	703,951	23,240,628		39,557,851	66,565,295
	Pocomoke Elementary School - Roof Replacement			107,000	1,933,000				2,040,000
	Snow Hill Elementary Replacement School				337,244	970,996		52,614,244	53,922,484
	Total Public Schools	7,004,481	5,050,523	1,564,969	2,974,195	24,211,624	8,731,131	92,172,095	141,709,018
Wor-Wic Community College									
	Wor-Wic Applied Technology Building	416,777					2,341,972		2,758,749
	Wor-Wic Learning Commons Building			150,885	2,471,640	107,775			2,730,300
	Total Wor-Wic	416,777	0	150,885	2,471,640	107,775	2,341,972	0	5,489,049
CAPITAL PROJECT SUMMARY - BY SOURCE OF FUNDS									
		FY2023	FY2024	FY2025	FY2026	FY2027	Prior Allocation	Balance to Complete	TOTAL
	General Fund	1,530,000	2,650,000	1,500,000	1,837,244	2,470,996	1,025,000	1,755,752	12,768,992
	User Fees	620,000	400,000	400,000					1,420,000
	Grant Funds	18,579,433	28,535,333	17,333,334			2,057,451		66,505,551
	State Match		3,711,000	1,700,000	921,000	5,573,000	4,814,000	18,110,000	34,829,000
	State Loan	2,100,000	1,300,000	200,000					3,600,000
	Assigned Funds	3,659,150	4,589,157	2,637,519	250,000		5,579,577		16,715,403
	Private Donation	1,000,000							1,000,000
	Enterprise Bonds		4,600,000	2,100,000	570,000	1,130,000			8,400,000
	General Bonds	26,192,548	6,054,000	18,707,969	19,187,591	17,775,403	4,986,136	72,306,343	165,209,990
	ARPA Funds	507,000							507,000
	TOTAL	54,188,131	51,839,490	44,578,822	22,765,835	26,949,399	18,462,164	92,172,095	310,955,936

Project: New Pocomoke Library

Dept Head, Title & Phone #: Jennifer Ranck, Library Director, 410-632-2600

Project Summary: New Pocomoke Library

Purpose: To replace the current 51-year old facility with a new, larger building.

Location: Downtown Pocomoke

Impacts on General Fund Operating, Personnel or Maintenance: There will be increased costs for personnel because an increase in the size of the staff will be required. There will be an increase in some building operations costs because it is a larger building (custodial). Repair and maintenance costs will go down significantly in the first few years of the new building's operation.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	100,000	385,000	110,000					595,000
Land Acquisition								0
Site Work								0
Construction		3,529,634	3,529,634					7,059,268
Equipment/Furnishings			440,000					440,000
Other								0
EXPENDITURES								

TOTAL	100,000	3,914,634	4,079,634	0	0	0	0	8,094,268
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match		1,700,000	1,700,000					3,400,000
State Loan								0
Assigned Funds	100,000	2,214,634	2,379,634					4,694,268
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	100,000	3,914,634	4,079,634	0	0	0	0	8,094,268
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PROJECTED OPERATING IMPACTS	0	0	34,000	34,000	34,000			102,000
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Project: New Pocomoke Library

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Worcester County Library completed a Facilities Master Plan in 2013. The Berlin Branch Library replacement project was identified as the first priority; building improvements to the Pocomoke Branch Library were identified as the second priority. The Pocomoke Branch opened in 1970 with an addition constructed in 2004. The addition provided much needed space but much of the library's furniture and shelving was re-used and many of building systems are in need of replacement. This project will address the following problems: 1) the lack of flexible space for collaborative work for patrons and staff; 2) the need for upgraded electrical and data systems; 3) the need for upgraded heating, ventilation, air conditioning and lighting; 4) roof and window replacement; and 5) accessibility issues. In September 2021, Worcester County Commissioners signed an agreement with the City of Pocomoke to use a downtown site for the new library, if a Strategic Demolition grant is successful. If the grant is not successful, the library would like to move forward with plans for a new branch on the current site, Market Street.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The residents and visitors to Pocomoke City and the surrounding areas will benefit from this project. Many of the building's systems are nearing the "end of useful life" and a new facility will help maintain proper temperatures, improve lighting, and reduce the library's overall energy use. New flooring and furnishings will improve overall functionality and enable the library to reallocate collection space, create a dedicated young adult space, reconfigure staff area, and revise public service desk. Adjacent to the children's area, the lack of separation limits the use of the YA section. Due to space and wiring constraints, the library's 3D printer is housed on the other side of the building. Lack of programming space within the collection spaces limit the kinds of programs and equipment that the library can offer. The branch is often the recipient of discarded furniture. The mix of hodgepodge shelving negatively affects the overall character and layout of the branch. Library staff are continually weeding and shifting collections due to lack of space. The library would like to purchase additional non-fiction picture books for the Children's area to support Common Core curriculum and school readiness but there is no room to expand library collections. Dated HVAC equipment continues to fail. The circulation desk is crowded and there is little room to store held items and interlibrary loan materials for customers. The staff office and staff kitchen also serve as storage spaces. Many library operations must take place at the circulation desk in between assisting customers and checking out materials. The circulation desk is not accessible for those in wheelchairs and obstructs flow for all users. A more welcoming desk would improve the patron experience. A new building will enable the library to create inspiring and defined spaces that will facilitate greater and higher quality use by its visitors. The addition of quiet study and the possibility of a small conference room will expand the types of activities that can take place in the library. Additional places for visitors to plug in their own devices will enable users to research, complete online classes, and communicate in a more comfortable setting. New shelving will allow for the print collections to be displayed in a functional manner and easier to access by all patrons. The library will increase aisle widths to 42" to meet ADA preferred guidelines. The projected increase for library use is 15%. A well-designed staff area will increase productivity and staff morale. Efficient electrical and data communications systems will modernize technology for now and future reconfiguration. The library will also strive to minimize its environmental footprint and will explore the opportunities to use sustainable building materials, incorporate natural light to reduce energy costs, and other design elements that are cost effective and environmentally friendly. The library is central to the Pocomoke community and serves as the cultural and learning center. The space, if renovated and expanded, will support modern usage and technology and enable the library to meet the needs of the current and evolving community.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate is based on figures developed by Whiting Turner in May 2020 when an alternate site was being considered. An additional 5% has been included to account for escalation.

Project: New Pocomoke Library

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was first requested in FY 2019 and several options for facility upgrades and other locations have been discussed. An alternative downtown Pocomoke site was considered in Spring 2020 but upon further evaluation the location was not viable. The library will apply for construction funding through the Public Library Capital Grant program in FY 24.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The Pocomoke library is over 50 years old and some building systems are at the end of their life cycle. Building improvements should lower ongoing operating costs.

Project: Broadband Infrastructure

Dept Head, Title & Phone #: Brian Jones Director of IT 410-726-5823

Project Summary: County-wide broadband project.

Purpose: To provide high speed broadband to all unserved and underserved areas of Worcester County.

Location: Worcester County unserved areas as identified by a feasibility study.

Impacts on General Fund Operating, Personnel or Maintenance: No impacts from general fund budget. Potential of up to 100% grant funding.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	17,333,333	17,333,333	17,333,334					52,000,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								
TOTAL	17,333,333	17,333,333	17,333,334	0	0	0	0	52,000,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds	16,333,333	17,333,333	17,333,334					51,000,000
State Match								0
State Loan								0
Assigned Funds	1,000,000							1,000,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0
TOTAL	17,333,333	17,333,333	17,333,334	0	0	0	0	52,000,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Broadband Infrastructure

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

There are no mandates by federal law, however there are several pushed from the Governors office to provide internet for all. The project scope is often determined by the need from the feasibility study from CTC and the driving force of the elected officials priority areas.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This would allow all residents in unserved areas of the county to have broadband access. This will also help drive down the cost for those in the county already served.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

We hired a consultant a few years ago that did a broadband feasibility study as well as broadband study. They were able to map the areas listed by the FCC as unserved. This allowed us to reach for grants we were never able to do previously.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

N/A

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Since the wide spread of COVID, the ability to telework or virtual schooling from home has had a huge impact for citizens without broadband capabilities. We want to be proactive should the spread continue or continue to effect the residents of the county. We are also seeing an uptick in the need to have medical care via internet services.

Project: Snow Hill Library Building Improvements

Dept. Head, Title & Phone #: Jennifer Ranck, Library Director, 410-632-2600

Project Summary: Snow Hill Library Building Improvements

Purpose: Replace HVAC system and make energy improvements to plumbing and lighting systems

Location: Snow Hill Library - 307 N. Washington Street, Snow Hill, Maryland 21863

Impacts on General Fund Operating, Personnel or Maintenance:

No impact to personnel. The operating and maintenance costs should decrease with more efficient equipment.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design		64,000						64,000
Land Acquisition								0
Site Work								0
Construction		636,000						636,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	0	700,000	0	0	0	0	0	700,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds		350,000						350,000
State Match								0
State Loan								0
Assigned Funds		350,000						350,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	0	700,000	0	0	0	0	0	700,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			700,000
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Project: Snow Hill Library Building Improvements

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The Worcester County Library completed a Facilities Master Plan in 2013. Building improvements to the Snow Hill Branch Library were identified as the third priority after the Berlin Branch Library replacement project and building improvements to the Pocomoke Branch Library. The Snow Hill branch was built in 1974 and is in good shape architecturally but the building's mechanical systems are in need of replacement. Some of the lighting has been upgraded, but improvements are needed in the staff areas and meeting room. The building's plumbing, including domestic water heater and restroom fixtures, need to be upgraded as well. The Library is currently updating our Facility Plan in FY 23 and will share results of the plan with County Commissioners, County Administration, and Department of Public Works.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The residents and visitors to Snow Hill and the surrounding areas will benefit from this project. The Snow Hill branch houses the library's Worcester Room which contains the local history collection and includes some unique and one-of-a-kind items. Replacing the HVAC will help maintain proper will help preserve those items. Improvements made to the lighting and plumbing will reduce the library's overall energy use.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Preliminary estimates were calculated in 2012 by Entech Engineers. Figures have been adjusted, using the Berlin library project as a recent comparison. Engineering/Design fees (\$64,000); HVAC replacement (including air handling units, circulating pumps, and controls (\$361,000); plumbing and lighting improvements (\$275,000). Increased the overall estimate by approximately 5% from the FY 22 CIP to account for escalation. In September 2021, the HVAC unit for the Worcester Room for our local history collection was replaced at a cost of approximately \$21,000 (using funds from the library's periodical savings due to Covid).

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was first submitted in FY 2019, and has been requested for approval in the FY 2024 budget. The library will apply for a matching grant Library Capital Grant program through the Maryland State Library. Anticipated grant application deadline for FY24 grant is May 2022. The timing of this project has been delayed due to the priority of the Pocomoke library project.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is necessary but not time critical; although the age of the building equipment is a concern. Building improvements should lower ongoing operating costs.

Project: Worcester County Jail Improvements Phase 2Dept Head, Title & Phone #: **Fulton Holland, Warden, 410-632-1300/ Bill Bradshaw, Engineer**

Project Summary: This project includes replacement of heating, ventilating equipment and ductwork, controls, fire alarms and electrical for the 1980's original housing units and 1988 work release addition housing unit. Also included is HVAC equipment for corridors and office areas in the 1980 and 1988 building areas and multipurpose rooms. This project includes roof replacement/repair for the original building. Maintenance and replacement of exterior steel coatings, kitchen doors, lighting in renovated areas, building controls and shower enclosures are also included.

Purpose: This project improves the 40 year old building sections heating, ventilating, and air conditioning equipment to current standards and will mitigate future outages and disruptions due to leaks and equipment failure. It is crucial to improve the air conditioning/ventilation due to overheating and unsafe work conditions for Correctional Officers wearing full PPE and the pandemic.

Location: Worcester County Jail, 5022 Joyner Road Snow Hill, MD

Impacts on General Fund Operating, Personnel or Maintenance: This project does not increase the number of employees required for the jail. This project will also result in the reduction of maintenance costs associated with the upkeep of the current 30 year old system components. Additionally, the project will increase energy costs to air condition parts of the building and decrease energy costs in areas where equipment is replaced for heating and ventilating. Additional utility costs for air conditioning and savings in heating and ventilating efficiency will offset. If lighting replacement options are approved, electrical savings will result.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	98,940					483,060		582,000
Land Acquisition								0
Site Work								0
Construction	8,333,670	1,000,000				2,000,000		11,333,670
Equipment/Furnishings								0
Other	40,000							40,000
EXPENDITURES								

TOTAL	8,472,610	1,000,000	0	0	0	2,483,060	0	11,955,670
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds						1,000,000		1,000,000
Private Donation								0
Enterprise Bonds								0
General Bonds	8,472,610	1,000,000				1,483,060		10,955,670
								0
								0

TOTAL	8,472,610	1,000,000	0	0	0	2,483,060	0	11,955,670
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Worcester County Jail Improvements Phase 2

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The project scope was determined by the HVAC and supporting Electrical Engineering Study/Feasibility Analysis completed by Gipe Associates. Equipment failures during the winter 2016-2017 escalated the need for replacement of critical equipment based on operational priority and completed as phase 1 previously. The remaining improvements are generally designed to replace 40 year old equipment, improve building conditions including ventilation and space conditioning in select areas to improve working conditions for Correctional Officers. Phase 2 also includes roof repairs and replacement of the original facility, painting of outdoor steel security enclosures, and select replacement of interior doors and shower areas.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The County improves reliability by replacing 40 year old systems with a newer, more efficient system components. The occupants benefit by improving building ventilation and conditioning. If this project is not funded, or if it is delayed, the County will continue to pay increasing maintenance costs and fund emergency repairs.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

This estimate was prepared by Gipe Engineering based on detailed design and updated 3/5/21 - attached for reference.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The original request based on engineering assessment of the entire facility is planned to be funded in 2 phases. Phase 1 work has been completed during 2019 budgeted at \$3.5 million (\$3.4 million spent as of 9/15/20). Phase 1 work has revealed additional priority items including interior kitchen doors and exterior structures which are recommended to be included in phase 2. Prior Phase 2 estimates include the escalated balance from the original 2014 engineering study minus phase 1. The current phase 2 estimate is based on detailed design completed by Gipe Engineering. This project is released for competitive bidding as of 9/21/21.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

If not completed antiquated equipment will continue to fail, cause the need for emergency repairs and operational disruptions which is more costly than addressing the issues on a planned basis. Phase 1 work was prioritized to address critical building infrastructure. There remains original 1980's vintage equipment serving the original housing units of the facility targeted in this phase 2. Phase 2 improvements specifically

Project: FIRE/EMS Paging System**Dept Head, Title & Phone #:**

Billy Birch, Director of Emergency Services

Project Summary: This project seeks to replace the current VHF Paging System used to alert volunteer Fire/EMS personnel.**Purpose:** Voice paging is a critical component of alerting Fire/EMS personnel. The current system was installed in 2005 and upon replacement will have reached 17-18 years old, exceeding it's life expectancy.**Location:** Countywide**Impacts on General Fund Operating, Personnel or Maintenance:** Execution of this project will impact general fund unless grant funding is identified.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	30,000							30,000
Land Acquisition								0
Site Work								0
Construction								0
Equipment/Furnishings		650,000						650,000
Other								0
EXPENDITURES								

TOTAL	30,000	650,000	0	0	0	0	0	680,000
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SOURCES OF FUNDS								
General Fund	30,000	650,000						680,000
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	30,000	650,000	0	0	0	0	0	680,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: FIRE/EMS Paging System

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The scope of this project will include design/engineering, equipment procurement, installation and decommissioning of previous equipment. There is no legal requirement for this project.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This project benefits all residents of Worcester County by ensuring reliable alerting of Fire/EMS personnel. This project will be designed around NFPA 1221 standards and may directly impact ISO ratings this resulting in a reduction of insurance premiums within Worcester County.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Project cost estimated using actual numbers obtained from vendors for similar scope projects.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project has been added as support and parts availability for current equipment has expired.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This is a critical project as the reliability of this service is essential for the alerting of Fire/EMS personnel.

Project: Outdoor Warning Siren System**Dept Head, Title & Phone #:**

Billy Birch, Director of Emergency Services

Project Summary: This project seeks to replace the outdoor public warning system/fire siren system countywide. Current sirens within the system are aged 30 years and older are not backed up by battery power during a power outage and some distant sirens have communications issues.

Purpose: This project is being undertaken based upon concern expressed by the County Commissioners and fire service.

Location: Countywide

Impacts on General Fund Operating, Personnel or Maintenance: Execution of this project will impact general fund unless grant funding is identified.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	50,000							50,000
Land Acquisition								0
Site Work		50,000						50,000
Construction		750,000						750,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	50,000	800,000	0	0	0	0	0	850,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	50,000	800,000						850,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	50,000	800,000	0	0	0	0	0	850,000
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PROJECTED OPERATING IMPACTS	0	1,500	5,200	5,200	5,200			17,100
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Project: Outdoor Warning Siren System

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Scope includes an engineering study on siren placement utilizing an external consultant, system design/ordering, and installation. Scope was determined by staff experience in similar projects. Historically, most sirens currently in use within Worcester County were provided by the Federal Office of Civil Defense and turned over to volunteer fire companies by Worcester County. Those sirens are of significant vintage and now face reliability issues.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

In addition to their use by volunteer fire companies, the core function of outdoor sirens is to alert the public to a critical emergency requiring their action. These situations range from tornadoes to evacuations, and even an enemy attack. This project, while replacing current sirens, seeks to extend the public warning function of outdoor sirens to critically underserved residents and visitors.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Cost estimates for this project are based upon a "best guess" approach at this point in time. The estimate could be seriously impacted by site selection issues, connectivity issues, and similar items currently unknown. A critical item of the first year study will be to identify these issues and develop a direct project cost.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project is being requested at this time due to urgency expressed by the County Commissioners related to the reliability of the current system.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

System reliability will likely continue to be an issue should this project not be funded.

Project: Public Safety Logistical Storage Facility

Dept Head, Title & Phone #: Jeff McMahon, Fire Marshal, 410-632-5666

Combined submission on behalf of Public Safety for the Department of Emergency Services, the Sheriff's Office and the Fire Marshal's Office

Project Summary: A new building to house vehicle and storage for the Departments of Emergency Services, the Sheriff's Office and the Fire Marshal's Office. This building will hold the current 22 vehicles and the many trailers used by the three departments. Plus store all the Logistic Staging Area (LSA) inventory and supplies for all emergency preparation, to include pandemics, weather related emergencies, hazardous materials responses (CBRNE) and a secure impound facility for the Sheriff's Office.

Purpose: Currently there is a need due to no covered storage for vehicles and trailers containing expensive and sensitive equipment with the need to respond quickly. Although the County currently leases space for the LSA, the accessibility and security of the lease space is not desirable.

Location: The proposed location is on the Fire Training Center grounds owned by the County (12 acres of cleared land/adjacent to a proposed Public Safety Building).

Impacts on General Fund Operating, Personnel or Maintenance: The impacts, from a financial standpoint would be high. Partial funding for the project may qualify under grants provided from multiple sources, however that funding cannot be guaranteed. From a Personnel standpoint, no immediate additional personnel is projected for this project. Obviously there would be an increase in maintenance cost due to the larger size building.

	FY23	FY24	FY25	FY26	FY27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	100,000							100,000
Land Acquisition	0							0
Site Work	100,000	50,000						150,000
Construction		2,750,000						2,750,000
Equipment/Furnishings		50,000						50,000
Other		200,000						200,000
EXPENDITURES								

TOTAL	200,000	3,050,000	0	0	0	0	0	3,250,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	200,000							200,000
Private Donation								0
Enterprise Bonds								0
General Bonds		3,050,000						3,050,000
								0
								0

TOTAL	200,000	3,050,000	0	0	0	0	0	3,250,000
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PROJECTED OPERATING IMPACTS	0	19,900	(22,600)	(19,600)	(16,600)			(38,900)
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Project: Public Safety Logistical Storage Facility

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this mandated by Federal Law?

The project was discussed between the 3 public safety departments of Emergency Services, the Sheriff's Office and the Fire Marshal's Office. A larger "warehouse - clear span" style building is needed for several purposes. To include current vehicles inside (out of the weather) storage of critical response vehicles for a multitude array of purposes to support emergency management, law enforcement and hazardous materials and CBRNE (Chemical, Biological, Radiological, Nuclear and Explosive) type incidents.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The project benefits the entire county. In addition to critical needs for county operated public safety departments, it also supplements the County's volunteer fire and EMS services and the incorporated towns. Not completing this project will further enhance the deterioration of current, as well as future, vehicles and apparatus that is damaged by exposure to weather elements currently being stored outside.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate was difficult to determine due to the current environment of supplies and materials. At this time building product cost vary day-to-day and have steadily increased over the past two years. There was no scope study performed, the demand for this is driven by the pandemic, the need for the LSA and the protection of current assets exceeding \$1,000,000 in value. A square foot estimate was not used because it is based on a "clear-span" type building. Similar Maryland recently constructed projects were researched by other county, state or federal agencies. The cost is a "best guess". A concern of material cost exist due to the current building industry material and labor problems.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

There is no CIP Timing. This project was driven by the pandemic, the need for a LSA and to reduce damage to current emergency equipment and vehicles stored outside. In the past two years the County has added to the vehicles and equipment which is stored outside in the harsh weather conditions.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

We consider this project critical. Protecting current assets is crucial. Planning to mitigate any of the emergencies this project could aide is a must for emergency management planning and preparation. Not funding or planning for this project will further hamper the growth and technology changes which occur between regional and national emergencies.

Project: Public Safety Building

Dept Head, Title & Phone #:

Sheriff Matthew Crisafulli 410-632-1111

Project Summary:

Construction of Public Safety Facility

Purpose: To house the Sheriff's Office and Emergency Services, with potentially locating other agencies to the building such as the Fire Marshal's Office and a Child Advocacy Center.

Location: Parcel of land adjacent to Health Dept/Jail off of Route 113 or on the 12 acres of land where the Fire Training Center is located.

Impacts on General Fund Operating, Personnel or Maintenance:

The new building amounts are based on the new MSP Cumberland Barrack that was recently opened and Wicomico County Public Safety Building.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	100,000		1,250,000					1,350,000
Land Acquisition								0
Site Work			1,000,000					1,000,000
Construction			15,000,000	15,000,000				30,000,000
Equipment/Furnishings				250,000				250,000
Other								0
EXPENDITURES								

TOTAL	100,000	0	17,250,000	15,250,000	0	0	0	32,600,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	100,000			250,000				350,000
Private Donation								0
Enterprise Bonds								0
General Bonds			17,250,000	15,000,000				32,250,000
								0
								0

TOTAL	100,000	0	17,250,000	15,250,000	0	0	0	32,600,000
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PROJECTED OPERATING IMPACTS	0	0	0	250,500	251,500			502,000
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Project: Public Safety Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Current facilities are beyond capacity.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Consolidation of Public Safety into one building will allow for improved coordination between departments and offices. This will also allow for future growth as mandated by the State Legislature.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The best guess at costs comes from Wicomico County Public Safety facility and Cumberland County MSP Barrick.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

N/A

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

All of Public Safety have out grown existing spaces.

Project: Asphalt Overlay/Pavement Preservation of County Roads

Dept Head, Title & Phone #: Dallas Baker Jr., P.E., Public Works Director, 410-632-5623

Project Summary: Asphalt Overlay and pavement preservation of County Roads.

Purpose: To preserve and maintain the condition of roads within Worcester County.

Location: Various roads throughout Worcester County

Impacts on General Fund Operating, Personnel or Maintenance:

In FY10 the Highway User Revenue was cut significantly, therefore the General Fund has been funding the cost of our paving projects. The Highway User Revenue has not been restored which means the General Fund will have to continue funding our paving projects. By doing so this puts a strain on the County's General Fund Budget and also limits how much paving we are able to provide to the Citizens and guests of Worcester County.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000		8,500,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000	0	8,500,000
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SOURCES OF FUNDS								
General Fund	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000		8,500,000
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000	0	8,500,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Asphalt Overlay/Pavement Preservation of County Roads

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

To preserve and maintain the roads within Worcester County to allow for safe travel for the citizens and guests. It is not mandated by State or Federal Law. We do receive Highway User Revenue funds to cover transportation costs, however this allocation has been significantly reduced since FY10.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This would benefit the County in general since the project covers all roads maintained by the County. Delay or discontinued funding will enhance deterioration of roads leading to unsafe travel. This could ultimately result in major road repairs leading to a more costly alternative than simply preserving and overlaying the roads.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Estimate is based on paving projects prior to HUR funding cuts. Although our estimate is higher than previous funding, we feel that the roads in Worcester County are in need of more preservation and maintenance, also the price per ton for hot mix asphalt has increased tremendously along with fuel costs resulting in higher contractor costs and less roads being paved for the same amount of money. The additional funding would result in a regular surface treatment and overlays which would provide safer travels for all.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

NA

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

It is vital to continue to preserve and maintain our County Roads. By addressing the road maintenance/resurfacing issues early on rather than later, it will avoid costly repairs down the road. If not continued it can lead to a more significant impact not only financially but safety issues for the traveling public and property owners.

Project: Renovation of Berlin Roads Division Building**Dept Head, Title & Phone #:** Department of Public Works, Dallas Baker - Director P.E., 410-632-5623**Project Summary:** Replace roof system and renovate existing second floor to create office space.**Purpose:** Renovation**Location:** 10146 North Main Street, Berlin, MD**Impacts on General Fund Operating, Personnel or Maintenance:** Relocation of Roads Division personnel while renovation work is in progress.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design						23,550		23,550
Land Acquisition								0
Site Work								0
Construction	120,000					100,000		220,000
Equipment/Furnishings	200,000							200,000
Other								0
EXPENDITURES								

TOTAL	320,000	0	0	0	0	123,550	0	443,550
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	320,000					123,550		443,550
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	320,000	0	0	0	0	123,550	0	443,550
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Renovation of Berlin Roads Division Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

This requested project is in response to County Administration's need to establish office spaces in the Northern portion of the County. The project scope will replace the building's failing roof system, renovate the second story floorplan, installation of a fiber optic communication system, fire alarm system upgrade for second floor users, purchase of office desk systems with file storage.

County benefit.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

This project will benefit county staff by reducing overcrowding in other facilities.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Architectural fees were obtained following a meeting with a local firm. Communication requirements and associated pricing was obtained from the County's IT department. Fire alarm system requirements with pricing was obtained from the County's fire and security contractor. Generator, office furnishings, etc. were estimated as end user requirements are still pending.

CIP Timing.

If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project can be accomplished in phases with replacement of the roof system being paramount. Renovation to create office spaces should follow the roof replacement work.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As with all buildings, preventing intrusion of rain water is key to longevity of the structure. Therefore, installation of a new roof system should occur without delay.

Project: Gradall XL4100 V 6X4

Dept Head, Title & Phone #:Dallas Baker Jr. P.E.,Director Of Public Works 410-632-5623

Project Summary: To acquire a gradall to perform daily job duties to the citizens of Worcester County.**Purpose:** Adding another gradall to our fleet would be a tremendous asset. We would be able to respond to emergency calls during storm events faster by having a gradall at our central shop in Snow Hill. We would be able to start and finish more projects in a timely manner by having another gradall to perform the work.**Location:** Worcester County Roads**Impacts on General Fund Operating, Personnel or Maintenance:** General preventative maintenance such as but not limited to filters, oil, tires, batteries etc.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction								0
Equipment/Furnishings		500,000						500,000
Other								0
EXPENDITURES								

TOTAL	0	500,000	0	0	0	0	0	500,000
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SOURCES OF FUNDS								
General Fund		500,000						500,000
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	0	500,000	0	0	0	0	0	500,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Gradall XL4100 V 6X4

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

NA

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

All citizens and guests of Worcester County would benefit, we would be able to respond to emergency calls for trees, washed out roads etc. faster by adding another gradall to cover more area of the County. We would also benefit by having a backup should another gradall go down for maintenance or repairs. We would be able to respond to work orders for pipes and ditching faster by having another gradall and crew available to perform the work and not have to wait for a gradall to become available which would ultimately result in improved times for work to be completed.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate was developed from Gradall through a Source-Well contract.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

NA

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The urgency to acquire a Gradall now would be that the price for them will only increase in future years, with that being said it is best to buy one now before our current Gradalls fail and begin to cost more money in repairs and outside repairs which would result in more money being spent on older equipment. It would be in the County's best intentions to acquire a Gradall sooner then later to save tax payer money in the long run and add a valuable piece of equipment to our fleet so we may provide the best service to the citizens and guests of Worcester County in a timely manner.

Project: Lewis Road Sewer Extension

Dept Head, Title & Phone #: Dallas Baker, P.E., Director of Public Works 410-632-5623

Project Summary: Extension of sanitary sewer lines along Lewis Road to serve approximately 50 homes.**Purpose:** The project is proposed to eliminate approximately 50 septic systems in an area of high groundwater.**Location:** Lewis Road behind the Landings WWTP**Impacts on General Fund Operating, Personnel or Maintenance:** The project will have no impact in the general funds operating, personnel or maintenance expenses. Operating expenses will be paid from user fees.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	98,000					72,000		170,000
Land Acquisition								0
Site Work								0
Construction	1,855,000							1,855,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	1,953,000	0	0	0	0	72,000	0	2,025,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds	1,446,000					72,000		1,518,000
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
ARPA	507,000							507,000
								0

TOTAL	1,953,000	0	0	0	0	72,000	0	2,025,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Lewis Road Sewer Extension

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

This project involves constructing a pipeline along Lewis Road and connecting all the homes in the community to this pipeline which will connect the community to the Landings wastewater treatment plant. The project has had a preliminary engineering report prepared for the method of transmission and service to the community. This report was mandated by USDA funding requirements. This project was a priority of the County Commissioners in the Fiscal Year 2017/2018.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The primary benefit of this project is reduction of nutrients into the Coastal Bays and the connection of a community of poorly performing and failing septic's to public sewer. If this project is not done we will lose the USDA Funding and the community will continue to suffer with failing systems and the poorly drained soils in the area that will continue to contribute to the failure of systems in the future.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Estimate was completed as a part of the preliminary engineering report. The report developed the scope of the project cost estimates and potential funding sources.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This was a priority of the 2017/2018 County Commissioners. Timing of the Project will depend on available funding.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is a priority and we have secured a great deal of funding to complete it.

Project: Ocean Pines Belt Filter Press

Dept Head, Title & Phone #: Dallas Baker Jr., P.E., P.E., Director of Public Works 410-632-5623

Project Summary: Improvements in the Ocean Pines Service Area Includes:

-Replacing the Belt Filter Press

Purpose: The project is proposed to replacing an aging pieces of equipment and enhance solid handling at the WWTP.

Location: Ocean Pines Service Area

Impacts on General Fund Operating, Personnel or Maintenance: The project will have no impact on the general fund Operating, Personnel or Maintenance expenses.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design		300,000						300,000
Land Acquisition								0
Site Work								0
Construction		4,300,000						4,300,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	0	4,600,000	0	0	0	0	0	4,600,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Designated Funds								0
Private Donation								0
Enterprise Bonds		4,600,000						4,600,000
General Bonds								0
								0
								0

TOTAL	0	4,600,000	0	0	0	0	0	4,600,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0	0	0	0
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Project: Ocean Pines Belt Filter Press

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The existing belt press at the Ocean Pines Wastewater Treatment Plant was installed in 1996. Since that time, it has undergone major repairs but is no longer reliable. We are looking at the use of newer technologies now available to be installed at the treatment plant.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The primary benefit of this project increases efficiency of the Ocean Pines Wastewater Treatment Plant solids handling activities.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate for the Belt Filter Press was taken from a preliminary engineering study conducted by George, Miles & Buhr in June 2021. The estimated impact to sewer debt service (EDU's) will increase the rate by \$7.51 per EDU per quarter assuming a 15 year bond. This estimate does not factor in interest rates on bond projects.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The ongoing project is a part of a long term program of system upgrades for the entire Ocean Pines Water and Wastewater Systems.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project needs to be completed as a part of ongoing long term upgrades to the 50-year old Ocean Pines Water and Wastewater systems.

Project: Mystic Harbour Water Treatment Plant Rehabilitation**Dept Head, Title & Phone #:** Dallas Baker Jr., P.E. Director - 410-632-5623

Project Summary: Rehabilitation of the Mystic Harbour water treatment plant building and equipment. The project includes rehabilitation of the exterior and interior of the Water Treatment building at Mystic Harbour. The exterior of the building needs a new roof, repair of the concrete block and either painting or siding to make the building more aesthetically acceptable. The building interior requires a new interior ceiling, cleaning and painting of the walls, sandblasting and painting of the interior piping and filters. In addition, there are a number of electrical improvements needed, safety issues addressed and chemical feed systems upgraded to current standards.

Purpose:

To extend the life of the building

Location:

Mystic Harbour

Impacts on General Fund Operating, Personnel or Maintenance:

Project will be constructed and operated using Enterprise Funds.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	200,000							0
Land Acquisition								0
Site Work								0
Construction	1,200,000							0
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	1,400,000	0	0	0	0	0	0	0
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan	1,400,000							1,400,000
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	1,400,000	0	0	0	0	0	0	1,400,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Mystic Harbour Water Treatment Plant Rehabilitation

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The Mystic Harbour Water Treatment Plant was constructed in 1975 and has been in continuous use since. The building the treatment equipment is housed in has never been updated. There are holes in the roof, corroded electrical panels, corroded equipment and support. In fall of 2021, local engineering firm George, Miles & Buhr conducted a feasibility study for rehabilitating the building. Their findings include rehabilitation of the exterior and interior of the building. The exterior of the building needs a new roof, repair of the concrete block and either painting or siding to make the building more aesthetically acceptable. The building interior requires a new interior ceiling, cleaning and painting of the walls, sandblasting and painting of the interior piping and filters. In addition, there are a number of electrical improvements needed, safety issues addressed and chemical feed systems upgraded to current standards.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The project is required to maintain the operations of the Mystic Harbour Water system.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate is from the preliminary engineering study conducted in December 2021. The estimated impact to water debt service (EDU's) will increase the rate by \$7.78 per EDU per quarter if a loan is acquired.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project will need to be initiated in the next year. This is the first time this project is on the CIP.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development within the West Ocean City/Mystic Harbour Area will require adequate treatment and effluent disposal capacity. To continue well controlled economic growth in this area, these facilities are required.

Project: Mystic Harbour Wastewater Treatment Plant Solids Dewatering & Storage Building Repair

Dept Head, Title & Phone #: Dallas Baker Jr., P.E. Director - 410-632-5623

Project Summary: Mystic Harbour Solids Dewatering Upgrade, storage building repair

Purpose: Resolving the solids dewatering problems at the Mystic Harbour Wastewater Treatment Plant and rehabilitating the storage building.

Location: Mystic Harbour/West Ocean City

Impacts on General Fund Operating, Personnel or Maintenance: Project will be constructed and operated after applying for USDA Loan funding.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	50,000	200,000						250,000
Land Acquisition								0
Site Work								0
Construction	650,000	1,100,000	200,000					1,950,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	700,000	1,300,000	200,000	0	0	0	0	2,200,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan	700,000	1,300,000	200,000					2,200,000
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	700,000	1,300,000	200,000	0	0	0	0	2,200,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Mystic Harbour Wastewater Treatment Plant Solids Dewatering & Storage Building Repair

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

This project includes improvement to the Mystic Harbour Wastewater Treatment Plant by construction of needed improvements to the sludge handling facilities. In addition, the scope of work includes improvements to the on-site storage building.

A detailed report has been prepared for the Water Treatment Plant to identify the needed improvements to the water treatment plant. The report addressed the needed improvements and estimated the cost of each. Some of the the minor items will be addressed in the annual operating budget but the major improvements will require capital funds.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The purpose of this project is to permanently resolve the handling of bio-solids at the Mystic Harbour Wastewater Treatment Plant. The rehabilitation is required to maintain the operation of the Mystic Harbour Water system.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate for the sludge handling systems was taken from a recently completed study of alternatives to resolve the issue. The cost estimate for effluent disposal was a historical "best guess" based on recent experience with disposal of effluent. A detailed report and condition assessment was completed for the Water Treatment Plant.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

There is no change to the timing for this project.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development within the West Ocean City/Mystic Harbour Area will require adequate public utilities. The only County owned wastewater facility in this area is the Mystic Harbour Wastewater Treatment Plant. To continue well controlled economic growth in this area, these plant improvements are required.

The Water Treatment Plant is the primary supplier of water to the Mystic Harbour and West Ocean City Area.

Project: Landings Water Tower Rehabilitation and Painting

Dept Head, Title & Phone #: Dallas Baker Jr., PE Director of Public Works
410-632-5632

Project Summary: Painting and rehabilitation of the Landings Water Tower.

Purpose: Extending the life of the Landings Water Tower

Location: Landings Service Area

Impacts on General Fund Operating, Personnel or Maintenance: None - Work to be completed under the Enterprise Fund.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design		30,000						30,000
Land Acquisition								0
Site Work								0
Construction		550,000						550,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								
TOTAL	0	580,000	0	0	0	0	0	580,000

SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds		580,000						580,000
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0
TOTAL	0	580,000	0	0	0	0	0	580,000

PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Landings Water Tower Rehabilitation and Painting

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Repainting and miscellaneous improvements to the Landings Water Tower.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Extending the life of an important water storage tower.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Estimated developed from water tower inspection in December 2021 and historical costs from other tower painting projects. The estimated impact to water debt service (EDU's) will increase the rate by \$24.17 per EDU per quarter if a loan is obtained.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

First time on the CIP

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will just increase the deterioration and increase rehabilitation cost.

Project: Riddle Farm Water Tower Rehabilitation, Painting & Lowering

Dept Head, Title & Phone #: Dallas Baker Jr., PE Director of Public Works
410-632-5632

Project Summary: Painting, Lowering and rehabilitation of the Riddle Farm Water Tower

Purpose: Extend the life of the Riddle Farm Water Tower and to lower the tower and bring it to the same hydraulic elevation as surrounding service areas.

Location: Riddle Farm Service Area

Impacts on General Fund Operating, Personnel or Maintenance: None - Work to be completed under the Enterprise Fund.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design		50,000						50,000
Land Acquisition								0
Site Work								0
Construction		600,000						600,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	0	650,000	0	0	0	0	0	650,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds		650,000						650,000
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	0	650,000	0	0	0	0	0	650,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Riddle Farm Water Tower Rehabilitation, Painting & Lowering

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Repainting, lowering and miscellaneous improvements to the Riddle Farm Water Tower.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Extending the life of an important water storage tower. Lowering the tower will allow for better compatibility with adjoining service areas.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Estimate developed from water tower inspection in December 2021 and historical costs from other tower painting projects.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

First time on the CIP

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Waiting will increase the deterioration and increase rehabilitation cost

Project: Mystic Harbour Water Treatment Plant Expansion & Effluent Disposal System**Dept Head, Title & Phone #:** Dallas Baker Jr., P.E. Director - 410-632-5623**Project Summary:** Mystic Harbour Treatment Plant expansion and improvements to the effluent disposal systems.**Purpose:**

Expanding the Mystic Harbour Treatment Plant and consolidating the effluent disposal system to optimize the effluent disposal systems. The following activities are proposed:

- 1) Rehabilitate the Assateague Point Lagoon and convert into a wastewater effluent holding facility.
- 2) Expand the Mystic Harbour Wastewater Treatment Plant by placing treatment unit tank 4 into service (150,999 gpd)
- 3) Interconnect effluent piping from Mystic Harbour and Landings to allow more disposal options.

Location:

Mystic Harbour, West Ocean City, Landings and Assateague Point

Impacts on General Fund Operating, Personnel or Maintenance:

Project will be constructed and operated using Enterprise Funds.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design			100,000					100,000
Land Acquisition								0
Site Work								0
Construction			2,000,000					2,000,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	0	0	2,100,000	0	0	0	0	2,100,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds			2,100,000					2,100,000
General Bonds								0
								0
								0

TOTAL	0	0	2,100,000	0	0	0	0	2,100,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Mystic Harbour Water Treatment Plant Expansion & Effluent Disposal System

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

This project includes combining the Mystic Harbour, Landings and Assateague Point Service areas for the purpose of effluent disposal. The lagoon at Assateague Point will have the lagoon liner, which has outlived its useful life. The liner needs to be replaced and the lagoon will then function as an effluent holding pond.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The purpose of this project is to provide a needed treatment plant capacity and related effluent disposal by taking most advantage of the available resources.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate for the lagoon rehabilitation was taken from a recently completed study of the facility. The cost of the effluent disposal lines was taken from recently opened unit pipe bids. The cost for opening treatment tank 4 was internally estimated.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project will need to be initiated in the next year or two to have the capacity available when the current available EDU's are assigned.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Continued development within the West Ocean City/Mystic Harbour Area will require adequate treatment and effluent disposal capacity. To continue well controlled economic growth in this area, these facilities are required.

Project: Riddle Farm and Mystic Harbour Effluent Disposal Interconnection

Dept Head, Title & Phone #: Dallas Baker Jr., P.E. Director of Public Works 410-632-5623

Project Summary: An interconnection between the effluent disposal systems in Riddle Farm and Mystic Harbour would benefit both service areas by offering multiple options for effluent disposal.

Purpose: To improve the ability of the treatment plant operators to dispose of treatment plant effluent.

Location: Riddle Farm/Mystic Harbour

Impacts on General Fund Operating, Personnel or Maintenance: None - All work to be done under the Enterprise fund.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design				70,000	80,000			150,000
Land Acquisition					50,000			50,000
Site Work								0
Construction				500,000	1,000,000			1,500,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	0	0	0	570,000	1,130,000	0	0	1,700,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds				570,000	1,130,000			1,700,000
General Bonds								0
								0
								0

TOTAL	0	0	0	570,000	1,130,000	0	0	1,700,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Riddle Farm and Mystic Harbour Effluent Disposal Interconnection

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this mandated by Federal Law?

The concept for this project would be to interconnect the effluent disposal systems from the Riddle Farm Service Area with the effluent disposal systems serving Mystic Harbour and Landings. By making this interconnection, all plants would have the ability to dispose of effluent from multiple sources - the 36 hole golf courses at Riddle Farm, the 18 holes of golf courses at Eagle's Landing, the injection wells at Mystic Harbour or at Landings, or the spray irrigation system at Assateague Point. With all of these choices, reliable effluent disposal would be available for the foreseeable future.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Reliable effluent disposal systems are key to continued use of the current wastewater treatment systems.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

No specific studies have been completed at this time. Estimate was based on measured pipeline lengths and current unit prices.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

First time on the CIP.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Growth continues to be reliant on viable effluent disposal.

Project: Solid Waste Cell 1 Pump Station**Dept Head, Title & Phone #:** Mike Mitchell, Solid Waste Superintendent, 410-632-3177**Project Summary:** Rehabilitation of Cell 1 leachate pump stations (four).**Purpose:** Replace existing leachate pumps, piping, valves, appurtenances and controls. Rehabilitate existing pump houses. Four pump stations in total, all equipment is original, installed in 1990.**Location:** Central Landfill**Impacts on General Fund Operating, Personnel or Maintenance:** None

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	70,000							70,000
Land Acquisition								0
Site Work								0
Construction	550,000							550,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	620,000	0	0	0	0	0	0	620,000
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SOURCES OF FUNDS								
General Fund								0
User Fees	620,000							620,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	620,000	0	0	0	0	0	0	620,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Solid Waste Cell 1 Pump Station

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Replace 30 year old pumps, piping, valves, appurtenances, and controls in 4 leachate pump stations. MDE landfill permit only allows 12" of leachate on top of the cell liner. The pumps are needed to remove the leachate from the bottom of the cell 1 and keep leachate levels below the permitted level.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

The County benefits by not receiving fines from MDE for violating our permit.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate based on discussions with the engineering firm contracted to oversee regulatory compliance at the landfill.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This is a new project that was added for FY23.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is critical.

Project: Solid Waste Administration Scale House Renovation & Addition

Dept Head, Title & Phone #: Mike Mitchell, Solid Waste Superintendent, 410-632-3177

Project Summary: Administration Scale House Renovation and Addition

Purpose: Renovate and add on to the Landfill Administration Office to increase and modernize space to become ADA compliant.

Location: Central Landfill

Impacts on General Fund Operating, Personnel or Maintenance: None

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design		50,000						50,000
Land Acquisition								0
Site Work								0
Construction		350,000	350,000					700,000
Equipment/Furnishings			50,000					50,000
Other								0
EXPENDITURES								

TOTAL	0	400,000	400,000	0	0	0	0	800,000
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SOURCES OF FUNDS								
General Fund								0
User Fees		400,000	400,000					800,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	0	400,000	400,000	0	0	0	0	800,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Solid Waste Administration Scale House Renovation & Addition

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Renovate and construct an addition to the existing scale house/administration office at the landfill.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This project will benefit the landfill administrative employees. The building has not been renovated in over 20 years. It needs updates and additions plus a separation from between landfill employees and administrative employees as well as updating the facilities for ADA compliance.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The cost estimate based on proposed scope of work and previous building costs.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This is a new project that was added for FY23 and FY24.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is not critical , but it is something that would be good to do if resources are available.

Project: West Ocean City Commercial Harbor**Dept Head, Title & Phone #:** Kelly Rados, Director of Recreation & Parks**Project Summary:** West Ocean City Commercial Harbor Bulkhead**Purpose:** Repair and replacement bulkhead**Location:** West Ocean City Commercial Harbor**Impacts on General Fund Operating, Personnel or Maintenance:**

Current commercial fishing leases are tied to the site. The failing bulkhead will impact the general fund since there is no grant funding available for operations and maintenance. Waterway grant funding is only available for publicly used areas, not for commercially leased sites.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design						25,000		25,000
Land Acquisition						0		0
Site Work						50,000		50,000
Construction	400,000					1,000,000		1,400,000
Equipment/Furnishings								0
Other						50,000		50,000
EXPENDITURES								

TOTAL	400,000	0	0	0	0	1,125,000	0	1,525,000
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SOURCES OF FUNDS								
General Fund						25,000		25,000
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	400,000					1,100,000		1,500,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	400,000	0	0	0	0	1,125,000	0	1,525,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: West Ocean City Commercial Harbor

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

There is 900 feet of deteriorated steel bulkhead at the West Ocean City Commercial Harbor. Steel sheeting, tie backs, etc. are in desperate need of replacement.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This project will help maintain the future of the commercial harbor and fishing industry. It insures continuation of revenues from leased spaces.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

There was \$25,000 of engineering completed in FY2020-2021 general fund budget, completed by Stacey Hart & Associates. Previous estimate of the project was \$1,100,000. Estimate has since increased to \$1,500,000 due to increased material costs.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Project needs to be completed as soon as possible.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Urgent - Pending failure with any future storms possible. There is no grant funding available for "Commercial" operations.

Project: Ocean City Inlet and Harbor Navigation Improvement Project

Dept Head, Title & Phone #: Robert Mitchell, Director, Dept. of Env. Programs 410-632-1220

Project Summary: Building a structure to alter patterns for sediment deposit, deepening the channel and realigning the channel to deeper water.

Purpose: This is a project to provide a long-term solution to manage the shoaling in the Ocean City Inlet and provide for the safety of vessels using that waterway.

Location: Ocean City Inlet, Ocean City, Maryland

Impacts on General Fund Operating, Personnel or Maintenance:

The project will have a slight impact on the General Fund to provide the local contributions needed to provide the 10% local match that Maryland DNR cannot cover.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	189,000	189,000						378,000
Land Acquisition								0
Site Work								0
Construction	400,000	9,622,000						10,022,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	589,000	9,811,000	0	0	0	0	0	10,400,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds		9,622,000						9,622,000
State Match		189,000						189,000
State Loan								0
Assigned Funds	589,000							589,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	589,000	9,811,000	0	0	0	0	0	10,400,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Ocean City Inlet and Harbor Navigation Improvement Project

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

This scope and the solutions were determined after design and modeling done by the US Army Corps of Engineers. Authority for Army Corps Navigation improvement projects are authorized by Section 107 of the Federal River and Harbor Act of 1960. The Corps utilized extensive local interviews and information in the design and modeling done for this project's proposed construction solutions.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This is a navigational improvement project designed to improve safety and provide a long term solution to the shoaling in the Ocean City Inlet. Section 107 projects are formulated for commercial navigation. Economic justification for projects based on analysis of operating costs for commercial vessels. Benefits of navigation improvements must outweigh costs (benefit to cost ratio) to proceed. They do in this case as was presented to the County in a Corps Open House meeting on the project held in Worcester County on 8-17-21.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate? We would note that the Corps included 39% figure for contingencies in their project estimate, as stated in the August 2021 presentation.

Estimate was completed as a part of the ongoing design and modeling required for projects of this type. The design and modeling report considered storm effects and different design options. Engineers estimate is between \$8.4 to \$10.4 million to complete the project. The concerns really are with the local input, the amount that MD DNR can contribute to the 10% local input required. The 400,000 bond estimate was if the project went to the higher estimate figure and Worcester has to fund the local contribution by ourselves.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was pledged \$300,000 by the County and \$300,000 by MDE/DNR to provide the initial local contribution needed to get this very important project through design and modeling stage to construction.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The shoaling in the Ocean City Inlet is getting worse with each passing year and is a danger to vessels operating in the channel. A long term solution is desperately needed now. Federal by pass funding for the the Assateague Island Restoration Project will cease in 2027. After that time we will be dependent on maintenance and emergency funds to clean the inlet. This Section 107 project is the only way to complete a long term solution for the area.

Project: Worcester County Sports Complex**Dept Head, Title & Phone #:** Kelly Rados, Director of Recreation & Parks, 410-632-2144 x2502**Project Summary:** Multi-Purpose Sports Complex

Purpose: To acquire approximately 100 acres for the development of a sports complex (multi-purpose fields, tournament central with restrooms, parking and concessions) with a conceptual plan for recreation and travel sports in the Northern end of the county. Park amenities would also include walking trails, ponds and a playground. The main purpose for this project is to provide Worcester County residents and guests more recreational programming and event opportunities by providing additional field space.

Location: Northern Worcester County

Impacts on General Fund Operating, Personnel or Maintenance: The project would increase cost in the form of utilities, irrigation cost, field maintenance equipment/supplies and personnel, if not privately managed as intended.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	123,930							123,930
Land Acquisition						2,385,451		2,385,451
Site Work	5,000,000							5,000,000
Construction	7,350,000							7,350,000
Equipment/Furnishings	525,000							525,000
Other								0
EXPENDITURES								

TOTAL	12,998,930	0	0	0	0	2,385,451	0	15,384,381
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds	800,100					1,985,451		2,785,551
State Match								0
State Loan								0
Assigned Funds						400,000		400,000
Private Donation	1,000,000							1,000,000
Enterprise Bonds								0
General Bonds	11,198,830							11,198,830
								0
								0

TOTAL	12,998,930	0	0	0	0	2,385,451	0	15,384,381
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PROJECTED OPERATING IMPACTS	0	0	(146,000)	(155,200)	(166,240)			(467,440)
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Project: Worcester County Sports Complex

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Design and development of land in the northern section of the county for the construction of a sports complex. The need was identified in the previous survey associated with the LPPRP, and supported by the population proximity analysis.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

It increases our capacity to drive "in house" revenue. Enhances capacity to host tournament play, providing an economic benefit for Worcester County businesses. It would offer large benefits by creating more programming opportunity for county citizens in the north.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Cost estimated was provided to us by a design and development company, based on similar projects. Cost of materials continue to increase along with availability.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

Unknowns with regard to amounts of future POS funding allocations may cause an adjustment in the time line.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The most urgent aspect is the availability of supplies and the rising costs of materials associated with development and construction.

Project: Stephen Decatur Middle School Addition

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

Project Summary: Addition to Stephen Decatur Middle School

Purpose: Provide additional classrooms to alleviate overcrowding and eliminate nine portable classrooms.

Location: 9815 Seahawk Road, Berlin, MD. 21811

Impacts on General Fund Operating, Personnel or Maintenance:

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
	(FY20-21-22)							
Engineering/Design	65,769					544,231		610,000
Land Acquisition								0
Site Work	492,887					492,887		985,774
Construction	4,825,600					6,007,486		10,833,086
Equipment/Furnishings	489,630					1,047,749		1,537,379
Other (Construction Manager)	647,222					638,778		1,286,000
EXPENDITURES								

TOTAL	6,521,108	0	0	0	0	8,731,131	0	15,252,239
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match						4,814,000		4,814,000
State Loan								0
Assigned Funds						414,055		414,055
Private Donation								0
Enterprise Bonds								0
General Bonds	6,521,108					3,503,076		10,024,184
								0
								0

TOTAL	6,521,108	0	0	0	0	8,731,131	0	15,252,239
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Stephen Decatur Middle School Addition

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Stephen Decatur Middle School was constructed in 1997. During design of the new school, building systems were provided to allow for a 12-15 classroom addition in anticipation of future population growth in the north end of the county. SDMS currently utilizes nine portable classrooms for instruction. Projected SDMS enrollment projections indicate continued growth to 730 students. The design process has developed a 25,000 square foot addition.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Completion of the addition project will provide current and future students and faculty the facilities necessary for high-quality instruction for the SDMS student population and will allow removal of the aging portable classrooms at the SDMS site.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Construction bids for the project were received in June 2021. Bids were approved by the Worcester County Board of Education in September 2021 and by the Worcester County Commissioners on October 5, 2021.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The approval of funding for the Stephen Decatur Middle School Addition project determines the start of the Snow Hill Middle/Cedar Chapel Special School roof replacement project. The State of Maryland Interagency Commission on School Construction approved \$4,814,000 state funding for the SDMS Addition project in the FY 2022 Capital Improvement Program.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Enrollment projections through 2028 indicate that the SDMS student population will grow from a total of enrollment of 686 students to 730 students in 2027. These students will be enrolled in a school with a local-rated capacity of 638 students and a school at which nine portable classrooms are currently being utilized for additional instructional space.

Project: Snow Hill Middle/Cedar Chapel Special School - Roof Replacement

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

Project Summary: Replace Roof - Snow Hill Middle School / Cedar Chapel Special School

Purpose: Demolish existing and install 107,175 square feet of new roof.

Location: 522/510 Coulbourne Lane, Snow Hill, MD, 21863

Impacts on General Fund Operating, Personnel or Maintenance: Ongoing maintenance has escalated over the past few years as the existing roofs continue to deteriorate and the Maintenance Department must address alligating, blistering, exposed felt and expansion joint and counter flashing concerns.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	103,000							103,000
Land Acquisition								0
Site Work								0
Construction		3,826,000						3,826,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	103,000	3,826,000	0	0	0	0	0	3,929,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match		1,822,000						1,822,000
State Loan								0
Assigned Funds	103,000							103,000
Private Donation								0
Enterprise Bonds								0
General Bonds		2,004,000						2,004,000
								0
								0

TOTAL	103,000	3,826,000	0	0	0	0	0	3,929,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Snow Hill Middle/Cedar Chapel Special School - Roof Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Snow Hill Middle School and Cedar Chapel Special School roofs. The deteriorating condition of the roofs has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Pocomoke Middle School Roof Replacement project (bid in December 2020) and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Snow Hill Middle/Cedar Chapel Special School roof replacement project request timing is consistent with previous Board of Education and County Capital Improvement Programs. Funding approval for this project will determine the start of the following major construction project, a roof replacement project at Pocomoke Elementary School.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As stated above, the Snow Hill Middle School and Cedar Chapel Special School roofs continues to deteriorate over time. The project is the second in a series of three major roof replacement projects (PMS, SHMS/CCSS and PES).

Project: Buckingham Elementary Replacement School

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer, Board of Education, 410 632-5063

Project Summary: Buckingham Elementary Replacement School**Purpose:** Demolish existing school and construct replacement school. A Feasibility Study will be executed in summer/fall 2022 to investigate construction options including renovation/addition or replacement school.**Location:** 100 Buckingham Road, Berlin, Md. 21811**Impacts on General Fund Operating, Personnel or Maintenance:** The Buckingham Elementary Replacement School will provide more square footage than the existing 49,000 square feet school. However, with energy efficiency elements included in the future design of the replacement school and new building systems requiring minimum maintenance costs, the impact on general funds is not expected to rise significantly.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
	(FY28 - 29)							
Engineering/Design	380,373	1,224,523	1,457,969	163,754	300,330	0	398,695	3,925,644
Land Acquisition								0
Site Work								0
Construction					20,217,068	0	33,695,113	53,912,181
Equipment/Furnishings				19,600	1,013,380	0	2,722,007	3,754,987
Other (Construction Manager)				520,597	1,709,850	0	2,742,036	4,972,483
EXPENDITURES								

TOTAL	380,373	1,224,523	1,457,969	703,951	23,240,628	0	39,557,851	66,565,295
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match					5,573,000		5,573,000	11,146,000
State Loan								0
Assigned Funds	380,373	1,224,523						1,604,896
Private Donation								0
Enterprise Bonds								0
General Bonds			1,457,969	703,951	17,667,628		33,984,851	53,814,399
								0
								0

TOTAL	380,373	1,224,523	1,457,969	703,951	23,240,628	0	39,557,851	66,565,295
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Buckingham Elementary Replacement School

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The Buckingham Elementary School project will begin with a Feasibility Study, scheduled for summer/fall 2022. The Study will provide a comprehensive evaluation of the existing school, providing data on the schools' condition, systems and instructional deficiencies. The Study will also provide the architectural/engineering recommendation regarding renovation and addition to the existing school or construction of a replacement school. This project is tentatively being titled "Replacement School".

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Completion of the construction project will provide current and future students, faculty and Buckingham Elementary parents and community with a complete upgrade to the existing 43-year-old facility.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through execution of six major school construction projects, including the Showell Elementary Replacement School project, over the past twenty years. There are no concerns with the conceptual estimate.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Buckingham Elementary School project request timing is consistent with previous Board of Education and County Capital Improvement Programs.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Buckingham Elementary is a 43-year-old facility with aging structural/mechanical/electrical systems and five portable classrooms utilized for instructional space. Maintenance and repair costs will only increase as the building systems continue to age.

Project: Pocomoke Elementary School - Roof Replacement

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

Project Summary: Replace Roof - Pocomoke Elementary School**Purpose:** Demolish existing roof and install 52,512 square feet of new roof.**Location:** 2119 Pocomoke Beltway, Pocomoke, MD. 21863**Impacts on General Fund Operating, Personnel or Maintenance:** Ongoing maintenance has escalated over the past few years as the existing roof continues to deteriorate and the Maintenance Department must address alligating, blistering, exposed felt and expansion joint and counter flashing concerns.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design			107,000					107,000
Land Acquisition								0
Site Work								0
Construction				1,933,000				1,933,000
Equipment/Furnishings								0
Other								0
EXPENDITURES								

TOTAL	0	0	107,000	1,933,000	0	0	0	2,040,000
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match				921,000				921,000
State Loan								0
Assigned Funds			107,000					107,000
Private Donation								0
Enterprise Bonds								0
General Bonds				1,012,000				1,012,000
								0
								0

TOTAL	0	0	107,000	1,933,000	0	0	0	2,040,000
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Pocomoke Elementary School - Roof Replacement

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Pocomoke Elementary School roof. The deteriorating condition of the roof has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Pocomoke Middle School Roof Replacement (bid in December 2020) and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Pocomoke Elementary School roof replacement project request timing is consistent with previous Board of Education and County Capital Improvement Programs. Funding approval for this project will determine the start of the following major construction project, a renovation or replacement school at Buckingham Elementary.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

As stated above, the Pocomoke Elementary School roof continues to deteriorate over time. The project is the third in a series of three major roof replacement projects (PMS, SHMS/CCSS and PES).

Project: Snow Hill Elementary Replacement School**Dept Head, Title & Phone #:** Vince Tolbert, Chief Financial Officer, Board of Education, 410 632-5063**Project Summary:** Snow Hill Elementary Replacement School**Purpose:**

Demolish existing school and construct replacement school. A Feasibility Study will be executed in summer/fall 2025 to investigate construction options including renovation/addition or replacement school.

Location: 515 Coulbourne Lane, Snow Hill, MD, 21863**Impacts on General Fund Operating, Personnel or Maintenance:**

The Snow Hill Elementary Replacement School will provide more square footage than the existing 40,500 square foot school. However, with energy efficiency elements included in the future design of the replacement school and new building systems requiring minimum maintenance costs, the impact on general funds is not expected to rise significantly.

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete (FY 28-32)	Total Project Cost
Engineering/Design				337,244	970,996	0	1,866,123	3,174,363
Land Acquisition								0
Site Work								0
Construction						0	43,525,919	43,525,919
Equipment/Furnishings						0	3,207,676	3,207,676
Other (Construction Manager)						0	4,014,526	4,014,526
EXPENDITURES								

TOTAL	0	0	0	337,244	970,996	0	52,614,244	53,922,484
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SOURCES OF FUNDS								
General Fund				337,244	970,996	0	1,755,752	3,063,992
User Fees								0
Grant Funds								0
State Match							12,537,000	12,537,000
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds							38,321,492	38,321,492
								0
								0

TOTAL	0	0	0	337,244	970,996	0	52,614,244	53,922,484
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Snow Hill Elementary Replacement School

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The Snow Hill Elementary School project will begin with a Feasibility Study, scheduled for summer/fall 2025. The Study will provide a comprehensive evaluation of the existing school, providing data on the schools' condition, systems and instructional deficiencies. The Study will also provide the architectural/engineering recommendation regarding renovation and addition to the existing school or construction of a replacement school. This project is tentatively being titled "Replacement School".

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Completion of the construction project will provide current and future students, faculty and Snow Hill Elementary parents and community with a complete upgrade to the existing 42-year-old facility.

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through execution of six major school construction projects, including the Showell Elementary Replacement School project, over the past twenty years. There are no concerns with the conceptual estimate.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

The Snow Hill Elementary School project request timing is consistent with previous Board of Education and County Capital Improvement Programs.

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

Snow Hill Elementary is a 42-year-old facility with aging structural/mechanical/electrical systems and five portable classrooms utilized for instructional space. Maintenance and repair costs will only increase as the building systems continue to age.

Project: Wor-Wic Applied Technology Building

Dept Head, Title & Phone #:

Jennifer Sandt, Wor-Wic Community College, Vice President for Administrative Services, 410-334-2911

Project Summary:

Construct a new applied technology building and roadway/parking infrastructure.

Purpose:

Wor-Wic is proposing to build a new 40,000 S.F. building, reconfigure internal circulatory roads and the campus' main entrance, expand the campus' existing utility services, and expand the existing Brunkhorst Hall parking lot.

The purpose of this building is to assist the college with meeting its strategic goals to strengthen the alignment of programs and courses with local employer needs and expand facilities to address student and institutional needs. The roadway and parking lot enhancements are necessary to improve the flow of traffic and improve pedestrian safety.

Location:

Wor-Wic Community College, 32000 Campus Drive, Salisbury, MD 21804

Impacts on General Fund Operating, Personnel or Maintenance:

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design						145,784		145,784
Land Acquisition								0
Site Work								0
Construction	191,672					2,196,188		2,387,860
Equipment/Furnishings	225,105							225,105
Other								0
EXPENDITURES								

TOTAL	416,777	0	0	0	0	2,341,972	0	2,758,749
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds	416,777					2,341,972		2,758,749
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

TOTAL	416,777	0	0	0	0	2,341,972	0	2,758,749
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Wor-Wic Applied Technology Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

Wor-Wic is committed to continuing its role as an economic driver for the Lower Eastern Shore. In order to retain and attract new industries and keep the local workforce competitive, the college must provide its constituents with state-of-the-art technical training facilities. According to the Georgetown Center on Education and the Workforce, by 2020, the US is expected to face a shortage of 5 million workers equipped with technical certificates and credentials.

In order to respond to the workforce needs of the community, Wor-Wic is planning to add associate degrees in industrial technology, supply chain management and alternative energy with career or industry certificates in the areas of electrical, heating, ventilation and air conditioning (HVAC), welding, plumbing, logistics, wind and solar within the next 5 years. Over the past few years, the college has increased its nursing, radiologic technology and emergency services programs, and expanded its program offerings to include occupational therapist assistant and physical therapy assistant programs. Allied health programs expanded again in FY 2020 with the approval of the computed tomography (CT) certificate. The college also plans to add magnetic resonance imaging (MRI) and medical coder certificates, and an associate degree in sleep technology by 2029.

The IT department moved into Shockley Hall in 2011. There were 11 employees housed within the IT department when they moved into the new building, and the suite was already too small to accommodate them. There are currently 16 employees housed within the suite. At present, the IT suite does not include a storage area to store or receive new equipment, and there is not any space to triage or troubleshoot computers and AV equipment, or stage new equipment.

The allied health department has outgrown its space on the third floor of Shockley Hall. There are faculty and staff doubling-up in offices and receptionist areas that have been converted into desk space for associates. In order to offer additional allied health programs and maintain the proper delivery of current academic offerings in allied health, we will need additional staffing and additional space for allied health offices.

The inadequacy of space will prevent the college from offering any new credit applied technology programs, and will prevent the current allied health programs from growing. The lack of facilities will also prohibit the college from expanding its non-credit courses in the skilled trades areas.

The growth of the campus has impacted/exaggerated our pedestrian and vehicular circulation issues. Prior to building Fulton-Owen Hall and Shockley Hall, the north-south campus drive between South Lots 1 and 2 extending north to the west side of the north lot was outside the academic core. At one point, the road was one-way to the north to allow vehicular traffic to exit under Brunkhorst Hall and Maner Technology Center to Walston Switch Road. However, the road was converted to two-way traffic to reduce the bottleneck of vehicles at peak times during the day by educating campus visitors to use the Shortbridge and Longridge Road exits. While converting the road to two-way traffic resolved a vehicular circulation issue, it created a pedestrian safety concern for individuals that have to cross the street to get to Fulton-Owen Hall and Shockley Hall, and it did not improve the safety of pedestrians crossing the street between Brunkhorst Hall and the Maner Technology Center. After the entrance road improvements are complete, the north-south campus drive between South Lots 1 and 2 extending north to the west side of the north lot will be replaced by a fire lane/pedestrian way, improving pedestrian safety while allowing access to service and emergency vehicles. Similarly, the exit road between Brunkhorst Hall and Maner Technology Center will be eliminated, also improving pedestrian safety and allowing traffic to exit the campus more directly to Walston Switch Road. These vehicular circulation improvements, which are included in the master plan, are the solutions for long-term improvement to campus pedestrian safety and traffic circulation.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Citizens attend courses at Wor-Wic Community College

Project: Wor-Wic Applied Technology Building

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The estimate for the building was provided by a construction management company in April 2019. The State pays for 75% of approved capital projects for Wor-Wic. Wicomico and Worcester Counties share the remaining 25% of the cost. Construction bids were due to Whiting-Turner in late June 2021, and the bids came in over budget. The college is requesting an additional \$2,000,753 in FY '23 from the State, \$475,245 from Wicomico County and \$191,672 from Worcester County to fund the construction overage. Unfortunately, the construction industry has experienced a sharp rise in the price of common construction materials due to labor shortages, supply chain disruptions and the hoarding of materials.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

NA

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The college will be in deficit of almost 97,734 square feet by 2027 per the MHEC 2018 NASF inventory report. In order to grow, we need more space. The lack of sufficient numbers of contemporary, flexible instructional and learning spaces has directly and indirectly curtailed the college's ability to fully develop the inherent potential of its credit and non-credit course offerings.

Project: Wor-Wic Learning Commons Building**Dept Head, Title & Phone #:**

Jennifer Sandt, Wor-Wic Community College, Vice President for Administrative Services, 410-334-2911

Project Summary:

Construct a new 40,000 GSF Learning Commons building to the east of the Hazel Center, and in the location of a portion of our existing South 1 parking lot.

Purpose:

Wor-Wic is proposing to build a new building to assist the college with meeting its strategic goals to provide students with educational experiences and support services that help them achieve their goals through college completion and workforce preparation.

Location:

Wor-Wic Community College, 32000 Campus Drive, Salisbury, MD 21804

Impacts on General Fund Operating, Personnel or Maintenance:

NA

	FY 23	FY 24	FY 25	FY 26	FY 27	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design			150,885					150,885
Land Acquisition								0
Site Work								0
Construction				2,471,640				2,471,640
Equipment/Furnishings					107,775			107,775
Other								0
EXPENDITURES								

TOTAL	0	0	150,885	2,471,640	107,775	0	0	2,730,300
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SOURCES OF FUNDS								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds			150,885					150,885
Private Donation								0
Enterprise Bonds								0
General Bonds				2,471,640	107,775			2,579,415
								0
								0

TOTAL	0	0	150,885	2,471,640	107,775	0	0	2,730,300
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PROJECTED OPERATING IMPACTS	0	0	0	0	0			0
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Project: Wor-Wic Learning Commons Building

Complete the following questions.

Project scope.

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

The college proposes to build a 40,000 GSF learning commons on the college campus. The learning commons will be located to the east of the Hazel Center, and in the location of a portion of our existing South 1 parking lot.

This building is a major shift for the College, proposing to consolidate library services to more of a hub strategy. It is envisioned as a true learning center serving to supplement the learning experience of classrooms and labs, and encouraging group study and collaboration. The new building would include a resource center and office space for library services staff, centralizing the existing resource centers by relocating the largest center on campus from Brunkhorst Hall and eliminating the smaller centers in other buildings. Tutoring services, TRIO support services (laboratory and office space), Veterans services (laboratory, lounge and offices), the testing center, mathematics laboratory, reading and writing center service, and offices for student services staff whose job responsibilities include student development and success will relocate from Brunkhorst Hall to this proposed building. Moving functions from Brunkhorst allows the students to interact with students from other majors, frees up space in Brunkhorst Hall on the 2nd and 3rd floors to create additional faculty offices, converts some spaces back to laboratories and classrooms, and relocates some of the business office functions, HR, marketing and development from the Brunkhorst Hall first floor to enlarge and create a "one stop" student services admissions/registration office in that first floor space. The counseling and disability services office suite with an assistive technology lab/testing site will move from the first floor of the Maner Technology Center, and a computer laboratory will move from Fulton-Owen Hall. The proposed new building will also include large study spaces and group study rooms.

Additional parking will need to be considered before the start of, or as part of the learning commons project since the building will reside on part of our existing South 1 parking lot.

County benefit.

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

Citizens attend courses at Wor-Wic Community College

Cost estimate.

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

The estimate for the building was provided by a construction management company in April 2019 and is based on the estimate provided to build the applied technology building. The State pays for 75% of approved capital projects for Wor-Wic. Wicomico and Worcester Counties share the remaining 25% of the cost.

CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

NA

Urgency.

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

The college will be in deficit of almost 97,734 square feet by 2027 per the MHEC 2018 NASF inventory report. Classrooms and labs in existing buildings have been converted to resource centers, tutoring rooms, the advising center, TRIO support services, Veterans services, etc. over the years. This new building will enable the college to centralize student support services and convert existing space back to classrooms and labs, and create additional employee offices.

POCOMOKE CITY, MARYLAND



May 12, 2022

President Mitrecic, Worcester County Commissioners and Mr. Young,

As requested in our county funds request letter dated February 27th, 2022, Pocomoke City is requesting a loan in the amount of \$295,000, which will allow Pocomoke City the means to fund the demolition, removal and remediation of the Armory and adjacent condemned buildings on the entire City block in order to make way for the proposed Worcester County Library project. Pocomoke City has applied for a Grant through CDBG (Community Development Block Grant) to cover the cost of the demolition project, but Pocomoke City will not know if we are awarded the grant until October of 2022. This loan is to serve as a backup plan in the event that the demolition grant is not awarded in the fall.

The assurance that Pocomoke City has back-up funding in place in the event that we are not awarded the grant through CDBG will help this project stay on course and give further assurance to the Commissioners and the Worcester County Library Board of Trustees that Pocomoke City is willing to do their part to make the project as shovel-ready as possible.

Thank you very much for your consideration and continued support of Pocomoke City.

Sincerely,

Jeremy J. Mason
City Manager- Pocomoke City

NOTE

May 12, 2022

FOR VALUE RECEIVED, **Pocomoke City, Maryland**, a body politic of the State of Maryland (“Borrower”) promises to pay the **County Commissioners of Worcester County, Maryland**, a body politic of the State of Maryland, or order, the principal sum of **\$295,000**. Principal is payable at 1 West Market Street, Room 1103, Snow Hill, Maryland, or such other place as the note holder may designate, in consecutive yearly installments of **\$19,666.67** on January 2 of each year beginning on January 2, 2023, until the entire indebtedness is paid, except that any remaining indebtedness, if not sooner paid, will be payable on January 2, 2038.

Borrower may prepay the principal amount outstanding in whole or in part. The note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment will be applied against the principal amount outstanding and will not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the note holder otherwise agrees in writing.

Presentment, notice of dishonor, and protest are waived by all makers, sureties, guarantors, and endorsers. This Note is a joint and several obligation of all makers, sureties, guarantors, and endorsers and is be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note must be given by mailing such notice by certified mail addressed to Borrower at 101 Clarke Avenue/P.O. Box 29, Pocomoke City, Maryland 21851. Any notice to the note holder must be given by mailing such notice by certified mail, return receipt requested, to the note holder at 1 West Market Street, Room 1103, Snow Hill, Maryland 21863.

The indebtedness evidenced by this Note is secured by a mortgage dated _____, 2022, and reference is made to the mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Borrower signs this note under seal on the date written above:

Witness:

Jeremy J. Mason
City Manager, Pocomoke City

_____(Seal)

STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY that on this _____ day of _____, 2022,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared **Jeremy J. Mason**, who acknowledged himself
to be the City Manager of Pocomoke City, Maryland, and that he, as such City
Manager, being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by himself
as City Manager.

AS WITNESS my hand and Official Seal.

Notary Public
My Commission Expires: _____

MORTGAGE

THIS MORTGAGE is dated _____, 2022 and is between **Pocomoke City, Maryland**, a body politic of the State of Maryland (“Mortgagor”) and the **County Commissioners of Worcester County, Maryland**, a body politic of the State of Maryland (“Mortgagee”).

Mortgagor owes Mortgagee **\$295,000** for money lent on the security of real property for which sum Mortgagor has executed and delivered to Mortgagee its promissory note in the same amount. The principal being payable in consecutive yearly installments of **\$19,666.67** on January 2 of each year beginning on January 2, 2023, until the entire indebtedness is paid, except that any remaining indebtedness, if not sooner paid, will be payable on January 2, 2038.

IN CONSIDERATION of the covenants contained, Mortgagor grants unto Mortgagee and his heirs and assigns, in fee simple all that parcel of land lying and being in the Pocomoke City, Worcester County, Maryland and being more particularly described as follows:

BEGINNING for the same at the inside of the curb on the northwest side of said Second Street at the line of the property of a certain Cornelia Davis, which property was conveyed to the said Cornelia Davis by deed from Ursula B. Henderson and husband, dated March 4, 1898, and recorded among the Land Records of Worcester County, Maryland, in Liber F.H.P. No. 10, Folios 510 et seq.; thence in a northwesterly direction by and with the line of the said Cornelia Davis property ninety-nine (99) feet and two (2) inches, more or less, to the property now or formerly of a certain John Edwin Powell, which property was conveyed to the said John Edwin Powell from Mary A. Day by deed dated January 13, 1923, and recorded among the aforesaid Land Records in Liber O.D.C. No. 45, Folios 482 et seq.; thence in a southwesterly direction by and with the line of the said John Edwin Powell twenty-eight (28) feet and nine (9) inches, more or less, to the southwest corner thereof; thence in a northwesterly direction by and with the rear or southwest side of the property of the said John Edwin Powell forty-seven (47) feet and four (4) inches, more or less, to the property now or formerly of a certain L. Paul Ewell; thence in a southwesterly direction by and with the property of the said L. Paul Ewell

fifteen(15) feet, more or less to the southwest corner thereof; thence in a northwesterly direction by and with the rear or southwest side of the lots of L. Paul Ewell and the property now or formerly of James T. Young to the property now or formerly of a certain Abraham and Mollie Fisher; thence in a south-westerly direction by and with the property of the said Abraham and Mollie Fisher, and the property now or formerly of a certain E. Willie Crockett, to the inside of the curb on the northeast side of Maple Street; thence by and with the inside of the curb on the northeast side of said Maple Street in a southeasterly direction to the inside of the curb at the intersection of Second and Maple Streets; thence by and with the inside of the curb on the northwest side of said Second Street to the line of the property of a certain Cornelia Davis, the place of beginning; being all of the same property which was conveyed unto the State of Maryland by Hazel Landing, unmarried, by deed dated October 1, 1927, and recorded among the Land Records of Worcester County, Maryland, in Liber B.B. No. 4, Folio 306; reference to said deed and to preceding deeds of the property hereby conveyed and to the references contained therein is hereby made a part hereof as if herein fully set forth.

AND BEING all the same property conveyed unto Pocomoke City, Maryland by the State of Maryland by deed dated September 28, 1970 and recorded among the Land Records of Worcester County, Maryland in Liber No. 292, Folio 251.

The indebtedness secured represents money advanced as a part of a loan for demolition of structures located on the above-described property or other redevelopment purposes.

Mortgagor has the right to prepay the principal amount outstanding in whole or in part. Mortgagee may require that any partial prepayment must be made on the date yearly installments are due and must be in the amount of that part of one or more installments which would be applicable to principal. Any partial prepayment will be applied against the principal amount outstanding and will not extend or postpone the due date of any subsequent yearly installments, unless the Mortgagee otherwise agrees in writing.

TOGETHER WITH the buildings and improvements on the property and all related rights, ways, privileges, and appurtenances.

TO HAVE AND TO HOLD the above described premises unto the proper use and benefit of Mortgagee.

PROVIDED, that if the Mortgagor pays to the Mortgagee the principal debt and all charges as they become due, and perform all the covenants in this mortgage, then this mortgage will be void.

AND the Mortgagor covenants with the Mortgagee as follows:

1. To repay the principal sum.
2. To comply promptly with all laws, ordinances, and regulations affecting the premises.
3. To pay all taxes and assessments, public debts, and charges of every kind on the mortgaged property when due.
4. To no allow waste, impairment, or deterioration of the property.
5. That upon a default of this mortgage, the Mortgagee is entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property conveyed, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Upon any default, the rents and benefits of property are assigned to the Mortgagee as additional security.
6. If title to the mortgaged property be acquired by any person other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent or should it encumbered by the Mortgagor without the Mortgagee's written consent, then the whole of the indebtedness will be immediately due and demandable as provided.

AND it is agreed that until default be made in the premises Mortgagor will possess the property. But upon default, then the entire mortgage debt will be deemed due, and it will be lawful for the Mortgagee, its attorney, or agent, at any time after default, to sell the property mortgaged, or so much it as may be necessary, to satisfy, and pay the debt, interest, and all costs incurred in making the sale, and to grant the property to the purchaser. The sale will be made in accordance with the provisions of the Real Property Article of the Maryland Code and the Maryland Rules or of any other general or local laws of the State of Maryland relating to mortgages. In the event of a sale of the property, the proceeds arising from the sale apply as follows: first to the payment of all expenses incident to such sale, including a fee of \$500 and a commission to the

party making the sale of the property equal to the commission allowed trustees for making sale of property by virtue of a decree of court having equity jurisdiction in the State of Maryland; second to the payment of all claims of the Mortgagee, whether matured or not, and the surplus, if any there be, will be paid to the Mortgagor. If proceedings are commenced for the sale of the property and a settlement of the indebtedness is made after proceedings commence and before sale, the Mortgagor covenants to pay all expenses incurred up to the day of settlement, including advertisement, a reasonable attorney's fee, court costs, and one-half of the commissions provided for, as if the sale had been completed. No proceedings began under the powers in this mortgage will be stopped or stayed until all fees, costs, and commissions have been paid.

THE Mortgagor covenants that it will warrant specially the property conveyed, that it will execute such further assurances as may be needed, and that there are no prior liens against the above-described property.

Grantor signs this deed under seal on the date written above:

Witness:

Jeremy J. Mason
City Manager, Pocomoke City

STATE OF MARYLAND, COUNTY OF WORCESTER:

I HEREBY CERTIFY that on this _____ day of _____, 2022,
before me, the subscriber, a Notary Public in and for the State and County
aforesaid, personally appeared **Jeremy J. Mason**, who acknowledged himself
to be the City Manager of Pocomoke City, Maryland, and that he, as such City
Manager, being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by himself
as City Manager.

AS WITNESS my hand and Official Seal.

Notary Public
My Commission Expires: _____

I certify that this instrument has been prepared by or under the supervision of
the undersigned Maryland attorney.

Roscoe R. Leslie

ITEM 24 YELLOW SHEET



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: May 16, 2022
SUBJECT: Bid Construction Services for West OC Commercial Harbor

The Recreation and Parks Department is requesting permission to bid for construction services at the West Ocean City Commercial Harbor.

This item is being requested at short notice as it is imperative that this project goes out to bid as soon as possible. We need to be able to award this bid by the end of July so that there is plenty of time to order and get supplies to start the project the week of October 17. We are also concerned with the deteriorating conditions of the current steel bulkhead with storm season upon us.

This project is currently included in the Capital Improvement Plan, with the project having \$1.5M in assigned funds available.

Approximately 828 feet of bulkhead around the harbor is deteriorating and in need of replacement. The replacement bulkhead will be vinyl, which will be economically friendly and offer a longer lifespan. Construction services also include replacement of 8 piers and 1 Governors dock, and all associated bumper piles. All necessary permits have been secured, and all construction documents and bid specifications have been prepared. The pre-bid meeting, last day for questions, and a bid due date will be determined upon approval to bid.

Please find attached for your review and approval the Notice to Bidders, Bid Specifications, and Bid Form. Should you have any additional questions, please feel free to reach out at your convenience.

Attachments

cc: Jacob Stephens
David Bradford

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WEST OCEAN CITY HARBOR



PROPOSAL DOCUMENT FOR PROPOSED MARINE REPAIRS

BID TIMELINE OF EVENTS	
Pre-Bid Meeting & Location:	1 p.m. Thursday, June 2, 2022 at West Ocean City, 12826 Sunset Avenue, West Ocean City.
Last Day for Questions:	Noon, Friday June 17, 2022
Addendum:	Close of Business Friday, June 10, 2022
Bid Due Date, Time, & Location:	1:00 pm Wednesday, June 29, 2022 Office of the County Commissioners, Worcester County Government Center, Room 1103, One West Market Street, Snow Hill, MD 21863

***All highlighted dates are not final**

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TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

SECTION 01000	SUMMARY OF WORK
SECTION 01010	INSTRUCTIONS TO BIDDERS
SECTION 02000	GENERAL REQUIREMENTS
SECTION 02701	SITE WORK – BULKHEAD, PIERS, PILINGS & DOLPHINS
SPECIAL FORM OF PROPOSAL	
REFERENCES	

ITEM 24 YELLOW SHEET

DIVISION 1

SECTION 01000 - SUMMARY OF WORK

Part 1 - General

- A. The Work under the Contract, as further detailed on the attached technical specifications and Drawings, shall consists of:
 - 1. To provide all labor and equipment necessary to perform the specified marine improvements work,
 - 2. Mobilization and demobilization of equipment, and personnel,
 - 3. Protection of existing site, including regulated coastal areas and adjacent properties,
 - 4. Installation and maintenance of environmental controls,
 - 5. Construction of the bulkhead, finger piers, piles and dolphins,
 - 6. All other Work either shown on the Drawings or included in the Specifications, unless specifically indicated as not to be done.
- B. In addition, the Work under the Contract includes:
 - 1. Work outside the Project Site, as may be called for in the Contract Documents and as may be required for the performance of the Work.
 - 2. The restoration of any items, structures, or embankments damaged or destroyed by activity upon areas or items of work outside the Project Site or not specifically intended to be altered by the Scope of Work.
 - 3. Providing and restoring, where appropriate, all temporary facilities.

Part 2 – Time for Completion

- A. Work, including mobilization of equipment and materials shall begin on or after Monday, October 17, 2022. This is due to the scheduled Harbor Day at the Docks Event.
- B. The Work shall start at the stated date in the Notice to Proceed, and the Contractor shall complete all work hereunder within the time limits stated.
- C. The work schedule shall be coordinated with the County in order to accommodate the boats that are docked at the end of the finger piers.

END OF SECTION

ITEM 24 YELLOW SHEET

DIVISION 1

SECTION 01010 – INSTRUCTIONS TO BIDDERS

Part 1 - General

A. Proposals:

1. Shall be on the furnished proposal forms. All blank spaces in the form shall be filled, signed in ink in longhand where designated, and all numbers shall be stated in words and figures. Only initialed corrections or erasures will be acceptable,
2. No changes shall be made in the phraseology of the form. No partial bids or any alternative bids not provided for in the form will be considered.

B Drawings:

1. Drawings accompanying these specifications are entitled: Worcester County Harbor, Proposed Marine Repairs, dated April 2022.

B. The Bidder

1. Shall carefully examine the documents, the permits and the specifications, shall visit the site and fully inform himself as to all existing and controlling conditions and limitations. The submission of a bid shall be a representation that he has inspected the site and has familiarized himself with all of the controlling conditions. Failure to conduct these through examinations shall in no way relieve the successful bidder of his responsibility for the complete and satisfactory performance of all required work.
2. Shall state the unit prices for which he will execute and complete the contract base bid items in accordance with the permits, specifications, and the requirements of the Contract.
3. Shall state that he will complete the work of the contract in accordance with the Construction Schedule and/or completion date included as part of the Specifications

C. The Owner:

1. Is the County Commissioners of Worcester County, Maryland.
2. May, during the bidding period, advise the bidders by addenda, of additions, omissions or alterations in the specifications. All such changes shall be included in the work covered by the proposal and shall become a part of the specifications as if originally included therein.
3. Reserves the right to reject the bid of any Bidder who fails to furnish promptly and properly all the required information, when notified to do so.
4. Reserves the right to verify the qualification of all bidders. Such qualification may serve as the basis for acceptance or rejection of bids.
5. Reserves the right to reject any and all bids, or to accept any bid in interest of the owner.

D. Bid Bond – Proposal Guaranty

- a. No proposal will be considered unless accompanied by a certified check drawn on a solvent clearing house bank, made payable to Worcester County in the amount of 5% of the proposal. A satisfactory bid bond will be acceptable in lieu of a certified check.
- b. The deposit of the unsuccessful bidder will be returned within 30 days after the opening of the bids. Upon execution of a formal contract, the bid bond or certified check deposit shall be returned to the successful bidder by the County.

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E. Equipment Required

- a. Each bidder is required to have the proper equipment for the performance of this work, including a barge, excavator, trucks for material transportation, and all miscellaneous equipment and tools required.

F. Licenses

- a. The Contractor is required to be licensed to perform marine work and shall provide a copy of their MHIC and Maryland Marine Contractor's license with their bids.

G. Contract Award

- a. The successful bidder will be notified of the award of the contract in writing within forty-five (45) days from the date of opening proposals. If the successful bidder fails to execute the required contract on the Proposal Form and official notice of the award of the Contract, the proposal guaranty shall immediately become forfeited as liquidated damages.

H. References

1. The contractor shall supply a minimum three (3) references. The references shall be for projects performed and completed and shall include a contact name and phone number. Projects shall be similar in size to monetary bid as well as scope of work.

END OF SECTION

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DIVISION 2

SECTION 02000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans, Bid Specifications, and general provisions of Contract, including General and Supplementary Conditions, apply to the work specified in this section.

- B. Related Work:

Section 01000	Instruction To Bidders
Section 01010	Summary of Work
Section 02000	General Requirements
Section 02701	Bulkhead, Piers, Pilings & Dolphins (on plan sheets)

1.2 DESCRIPTION

- A. Contractor shall provide control of site access and activities, mobilize personnel and equipment to the project site, provide maintenance of the project area and facilities in existing condition or better, and coordinate with the County as required by the specifications or as deemed necessary by the County.

1.3 CONSTRUCTION SCHEDULES AND SUBMITTALS

- A. The Construction schedule shall be maintained on the project for review during site meetings. If a major change is made to the schedule, digital copies of the updated schedule shall be submitted to the County immediately.
- B. Work, including mobilization of equipment and materials shall begin on or after Monday, October 17, 2022. This is due to the scheduled Harbor Day at the Docks Event.

1.4 QUALITY ASSURANCE

- A. Codes and Standards:

1. All work and materials shall conform to the latest applicable sections under the state's various jurisdictions, Department of Transportation, Standard Specifications, hereinafter referred to as the "Standard Specifications", as well as the codes and standards referenced in the individual sections. In case of conflict, the codes and standards referenced in the individual sections shall govern.
2. All work and materials shall also be in full accordance with the latest rules, regulations, and safety orders of state, municipal, and utility laws, rules, and regulations. Nothing in these Plans and Specifications shall be construed to permit work not conforming to the above.
3. When the Specifications call for material or construction of better quality or

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larger size than is required by the above-mentioned codes and standards, then the provisions of the Specifications shall take precedence over the requirements of said codes and standards. If there is any direct conflict between the above-referenced codes and standards and Plans or Specifications, the codes and standards shall govern. Contractor shall furnish, without extra charge, any additional material and labor when required to comply with these codes and standards, even though the work is not mentioned in the Specifications or shown on the Plans.

4. Inspection, protection and maintenance of the construction access roadway, fence, gates, basins, drainage structures, and other project area facilities shall be ongoing by the Contractor throughout the period of this contract. The Contractor shall provide all labor, materials, and equipment necessary to maintain the project facilities during the period of this contract.

1.5 CONTRACTOR USE OF SITE AND ACCESS

- A. Site usage by the Contractor is limited to that area as necessary to accomplish the work within the limits of work as shown in the Contract Drawings.
- B. Contractor shall take adequate measures to protect existing site improvements. Any existing site features damaged during the work shall be repaired or replaced to the County's satisfaction at no additional cost.
- C. During construction, the Contractor shall secure any necessary permits and/or rights of way for the transportation, disposal and staging of materials and equipment.
- D. Contractor shall repair, at its own expense, any damage caused to the public or private property, remove from the site all debris, excess materials, tools, and equipment, and shall leave the premises in a neat and orderly condition, to the satisfaction of the County.
- E. Contractor shall examine the areas and conditions of the proposed work for this project. Work shall not proceed until unsatisfactory conditions are corrected.
- F. Contractor shall consult the records and drawings of adjacent work and of existing services and utilities which may affect the progression of the project.
- G. Contractor shall notify "Dig Safe" or local utilities and services as applicable previous to any work in order to have all known utilities and services marked out before work begins.
- H. If the Contractor, in the course of work, uncovers or otherwise encounters any artifacts, whether historic or prehistoric, Contractor shall bring them to the immediate attention of the County, and stop all work in that vicinity until directed by the County.
- I. If the Contractor, in the course of excavation, uncovers or otherwise encounters any suspected hazardous or unidentified substances, the Contractor shall bring them to the immediate attention of the County, and stop all work in that vicinity of said substances until directed by the County.
- J. Contractor shall obtain governing authorities written permission, when required, to close or obstruct streets, walks and adjacent facilities and provide alternate routes around closed or obstructed traffic ways, when required by governing authorities.

1.6 CONSTRUCTION FACILITIES

- A. Provide and maintain temporary sanitary facilities.
- B. The Contractor shall provide on-site phone service or other telephone facilities such that

ITEM 24 YELLOW SHEET

the Contractor can be reached at any time throughout the workday. Contractor shall provide phone numbers for communication and emergency contact during off work hours.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - MEASUREMENT AND PAYMENT

4.01 **BASIS OF PAYMENT**

There are no pay items under this section. No separate payment shall be made for work under this section. Payment for this section will be included in the contract prices of the items for which this work is necessary.

END OF SECTION

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Page 1 of 2

SPECIAL FORM OF PROPOSAL

WEST OCEAN CITY HARBOR, PROPOSED MARINE REPAIRS

DATE: _____

County Commissioners of Worcester County
1 West Market Street, Room 1103
Snow Hill, MD 21863

We hereby submit our proposal for the following:

PROPOSED MARINE REPAIRS
WEST OCEAN CITY HARBOR
12826 SUNSET AVENUE
OCEAN CITY, MD 21842

After carefully examining the documents for the subject construction –

Documents & Specifications: JSH Project #: 2020-019

Addenda numbered: _____

and having received clarifications on all items of conflict or upon which any doubt arose, the undersigned propose to furnish all materials, labor and equipment called for by the said documents for the entire work for the stipulated sum of:

BASE BID:

For all work required for the installation of the new 828+/- l.f. bulkhead, eight (8) 5x20 finger piers with 2 rider/bumper piles per pier (16 total) and re-construct existing Governor's/T-Dock with four (4) rider/bumper piles, the Lump Sum of:

_____ DOLLARS (\$ _____)
WRITTEN FIGURES

ADD/ALTERNATE:

For all work required for the replacement of eighteen (18) in-kind 3-pile cluster/dolphins in same footprint, the Lump Sum of:

_____ DOLLARS (\$ _____)
WRITTEN FIGURES

(Sign for Identification)

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Page 2 of 2

SCHEDULE OF UNIT PRICES

The following unit prices, if accepted in the award of the Contract, shall be applied in computing the value of changes, additions, deletions, and substitutions, which may be made in the work following the Award of Contract. Each unit price shall include all work, materials, and incidentals necessary to complete the items.

NOTE: Prices shall be written in both words and numbers.

1. Construct Finger Pier, 5x20 with pilings per detail: _____ each

2. Install Piles, 12"-3' butt, 8" minimum tip diameter:
 - 25' length _____ each
 - 30' length _____ each
 - 35' length _____ each
 - 40' length _____ each
 - 45' length _____ each
 - 50' length _____ each
 - 55' length _____ each
 - 60' length _____ each
 - 65' length _____ each
 - 70' length _____ each
3. Install vinyl bulkhead cross-section per detail: _____ / l.f.

4. Install 3-pile cluster/dolphins per detail: _____ each

(Sign for Identification)

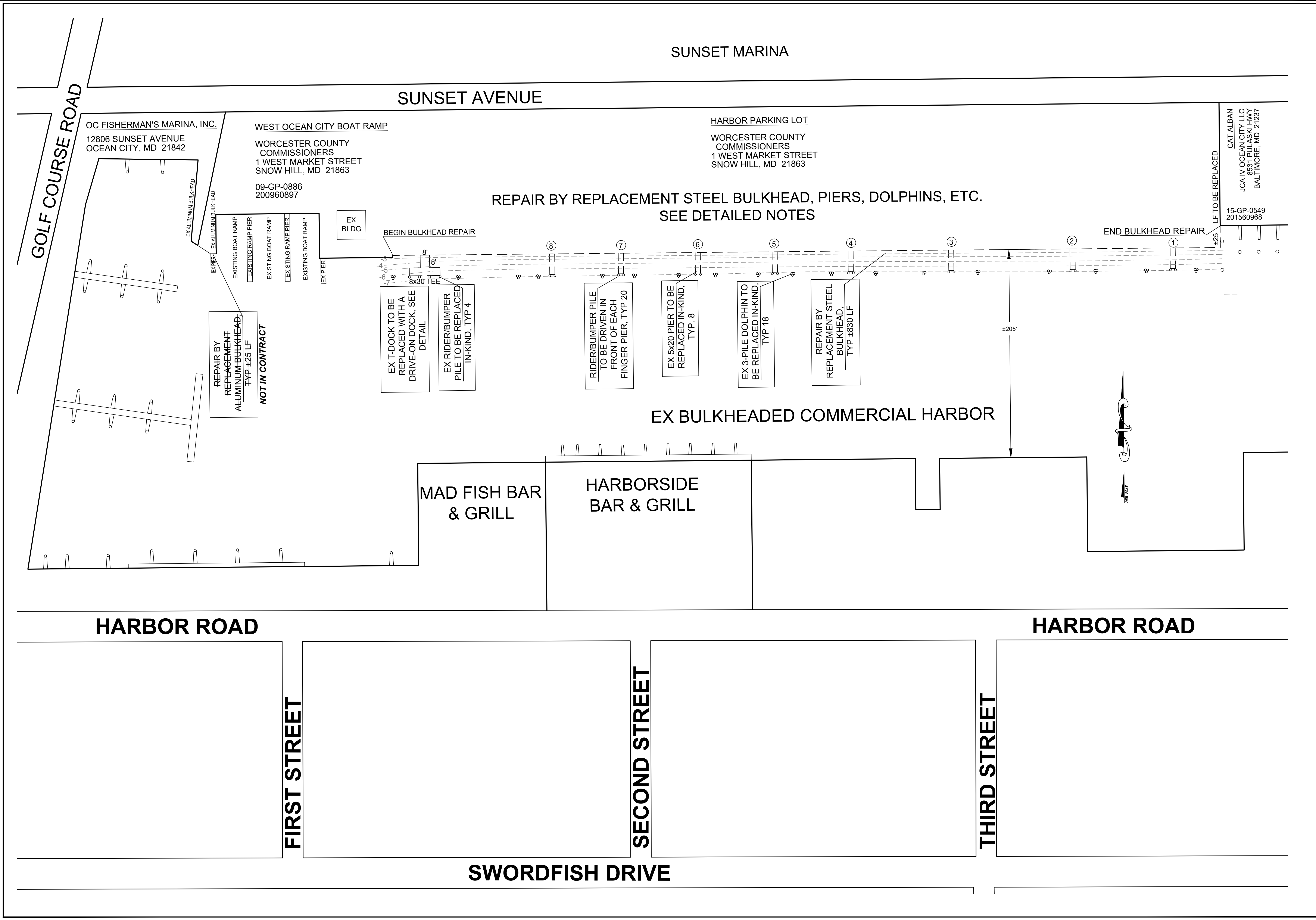
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REFERENCES

List three (3) references for similar services successfully completed within the last three years. Include contact name, address, telephone number and Services consumed. Projects should be similar in monetary value and Scope of work.

Company Name:	
Type of Work:	
Address:	
Town, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Project Site Address:	
Company Name:	
Type of Work:	
Address:	
Town, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Project Site Address	
Company Name:	
Type of Work:	
Address:	
Town, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Project Site Address:	

(Sign for Identification)



J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-8096
FAX: 877-646-4365
EMAIL: stacey@staceyhart.com

JSH

DESIGN
ENGINEERING

REVISIONS

DATE	REVISED FOR:

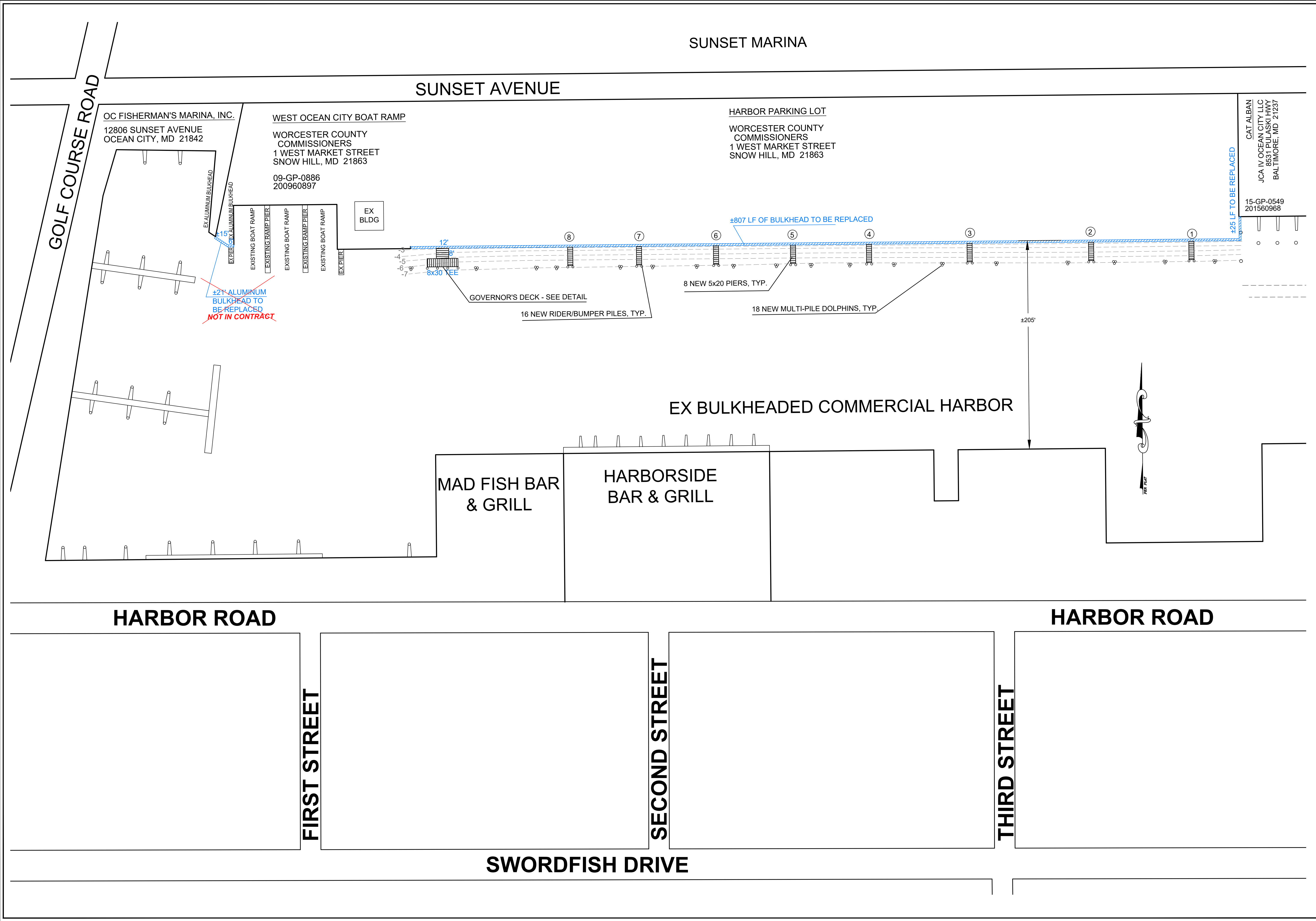
WORCESTER COUNTY HARBOR
PROPOSED MARINE REPAIRS
12826 SUNSET AVENUE
COUNTY COMMISSIONERS OF WORCESTER COUNTY
WEST OCEAN CITY
WORCESTER COUNTY

EXISTING CONDITIONS

DRAWN BY: jsh
DATE: 04/2022

JOB NUMBER: 2020-019
SCALE: 1"=40'

C2



J. STACEY HART & ASSOCIATES, INC.

JSH

ENGINEERING

POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-9096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

REVISIONS	DATE	REVISED FOR:

WORCESTER COUNTY HARBOR

PROPOSED MARINE REPAIRS

12826 SUNSET AVENUE
COUNTY COMMISSIONERS OF WORCESTER COUNTY
WEST OCEAN CITY
WORCESTER COUNTY

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE.

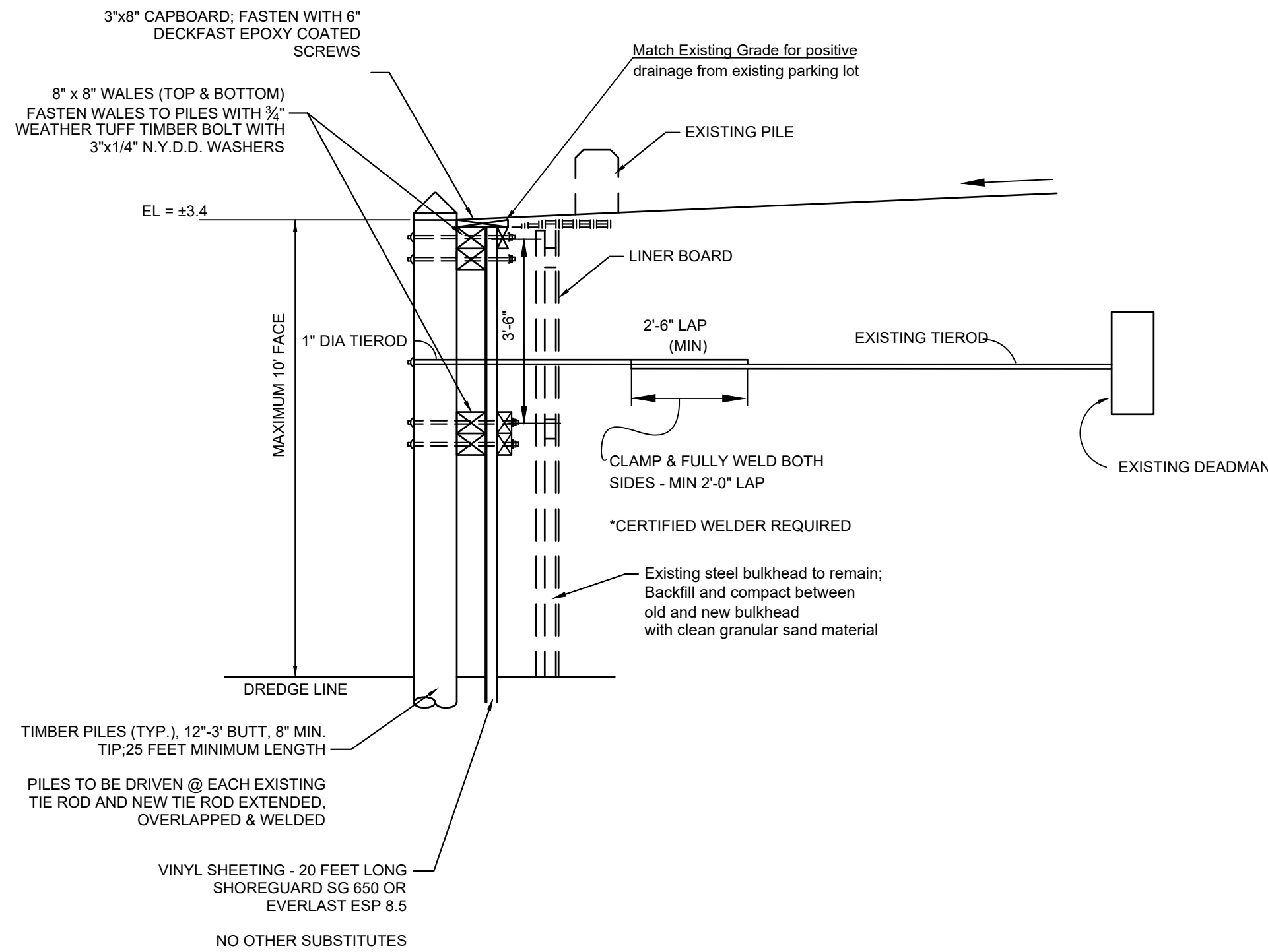
LICENSE NO: MD 22788
EXPIRATION DATE: AUGUST 10, 2022

Professional Engineer

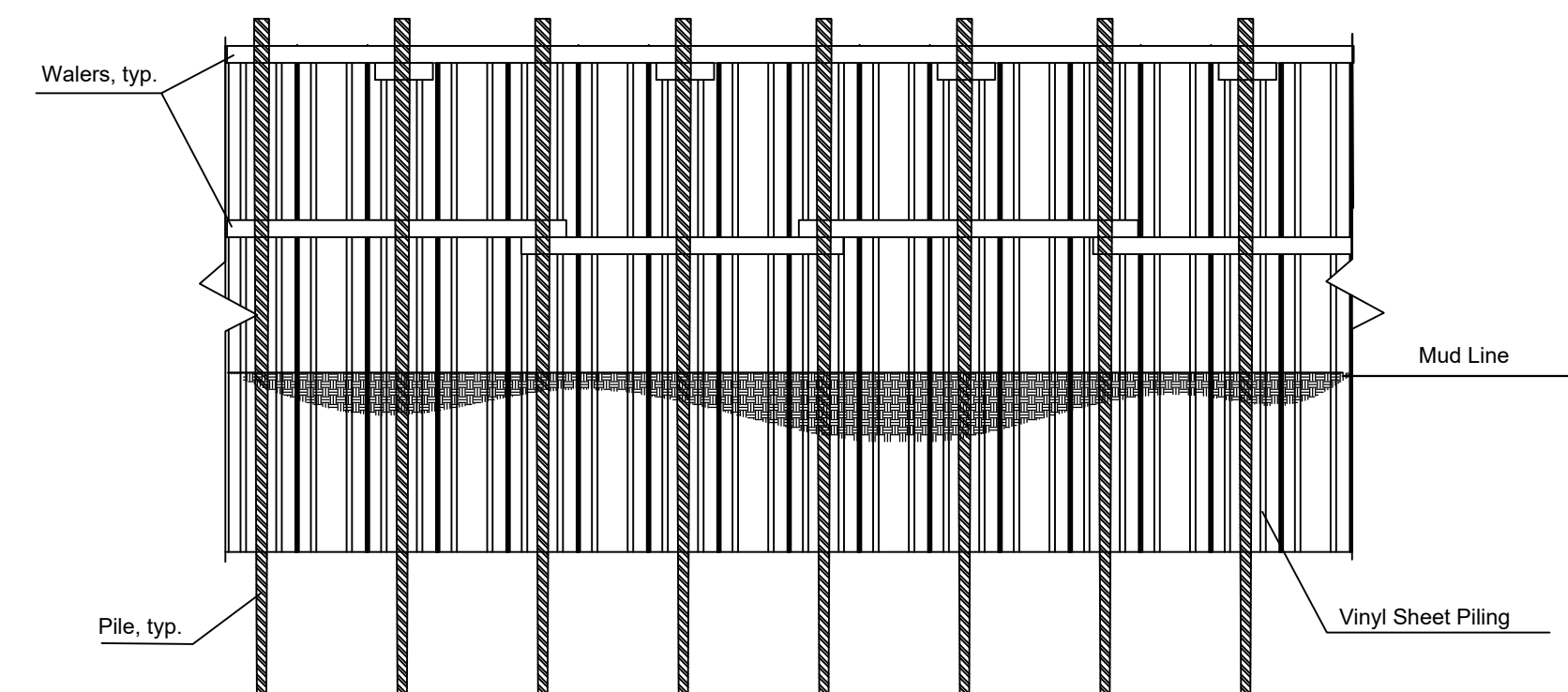
07/01/2021

PROPOSED CONDITIONS

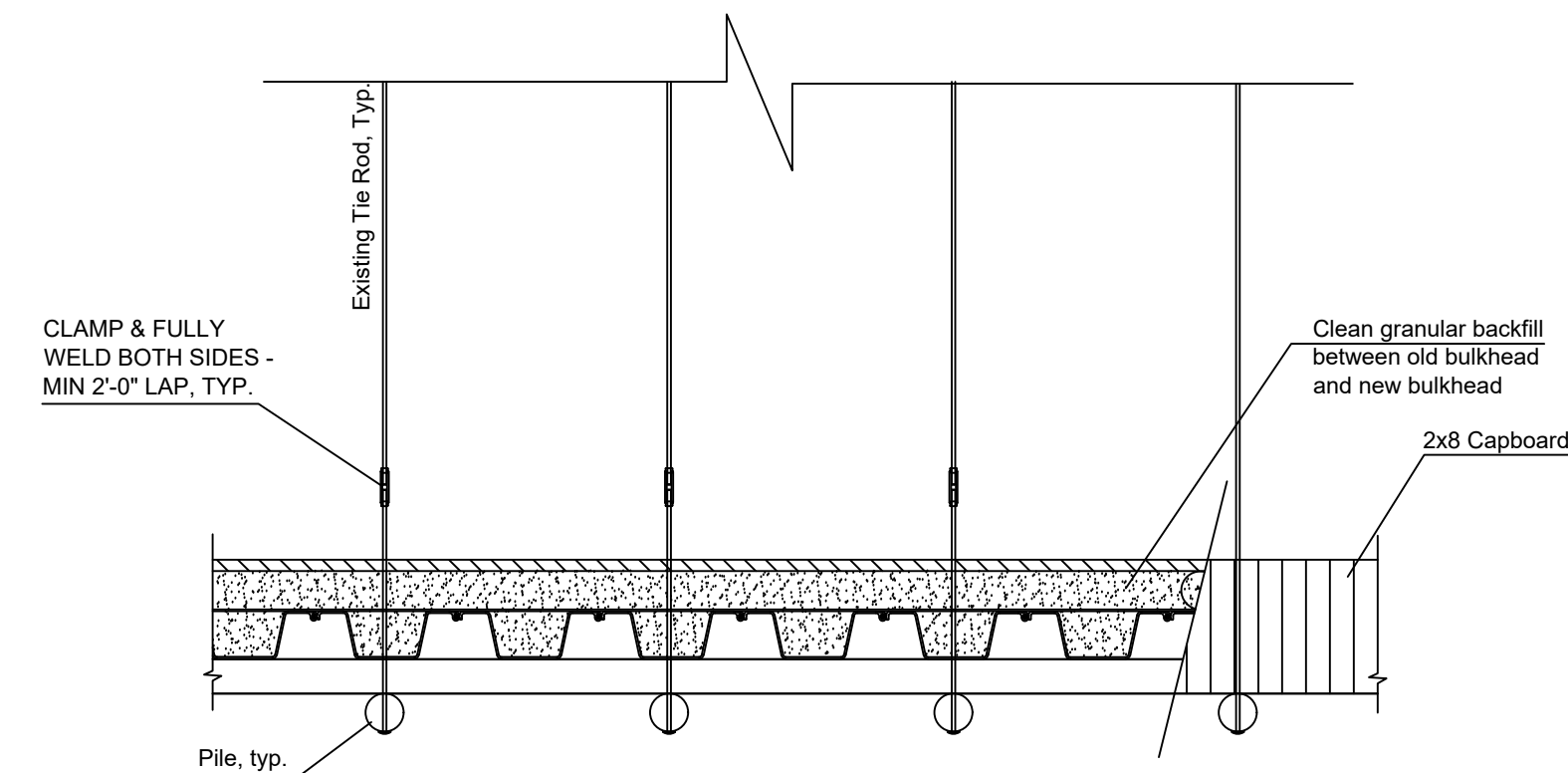
DRAWN BY: jsh	DATE: 04/2022
JOB NUMBER: 2020-019	C3
SCALE: 1"=40'	



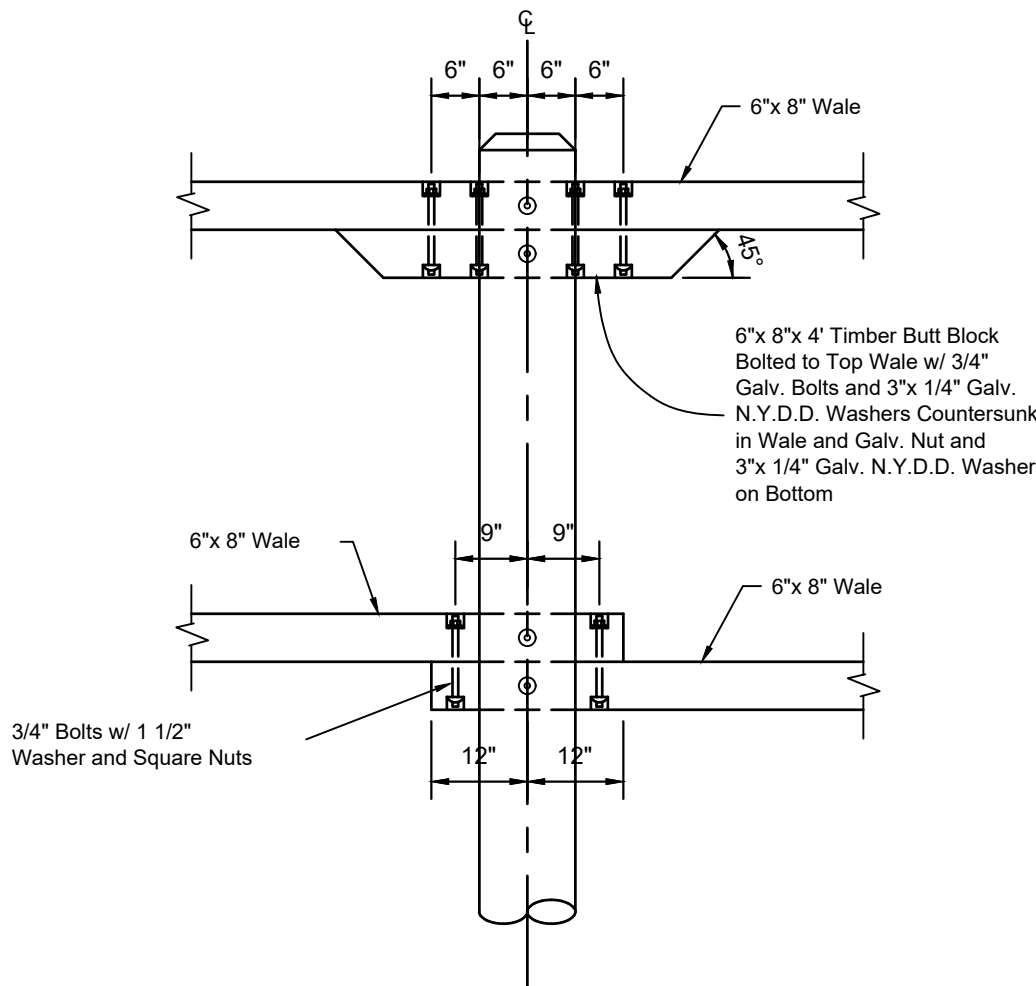
SECTION



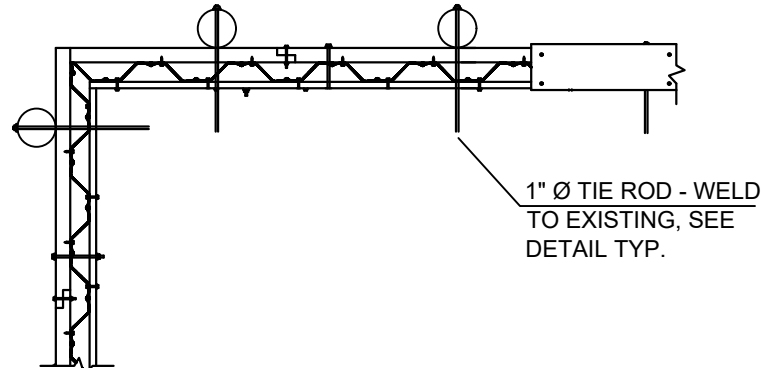
ELEVATION VIEW



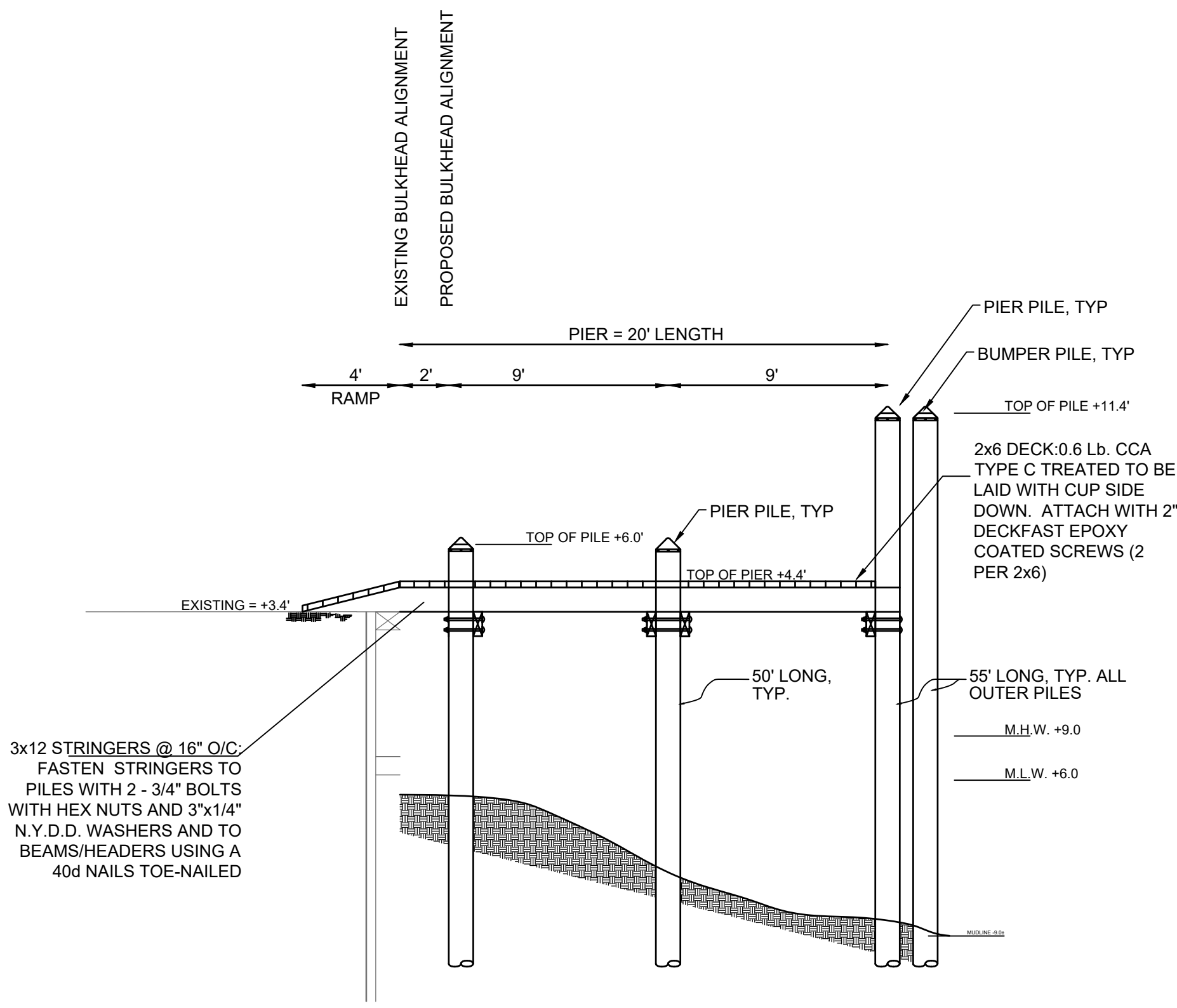
PLAN VIEW



TYPICAL WALE & BUTT BLOCK

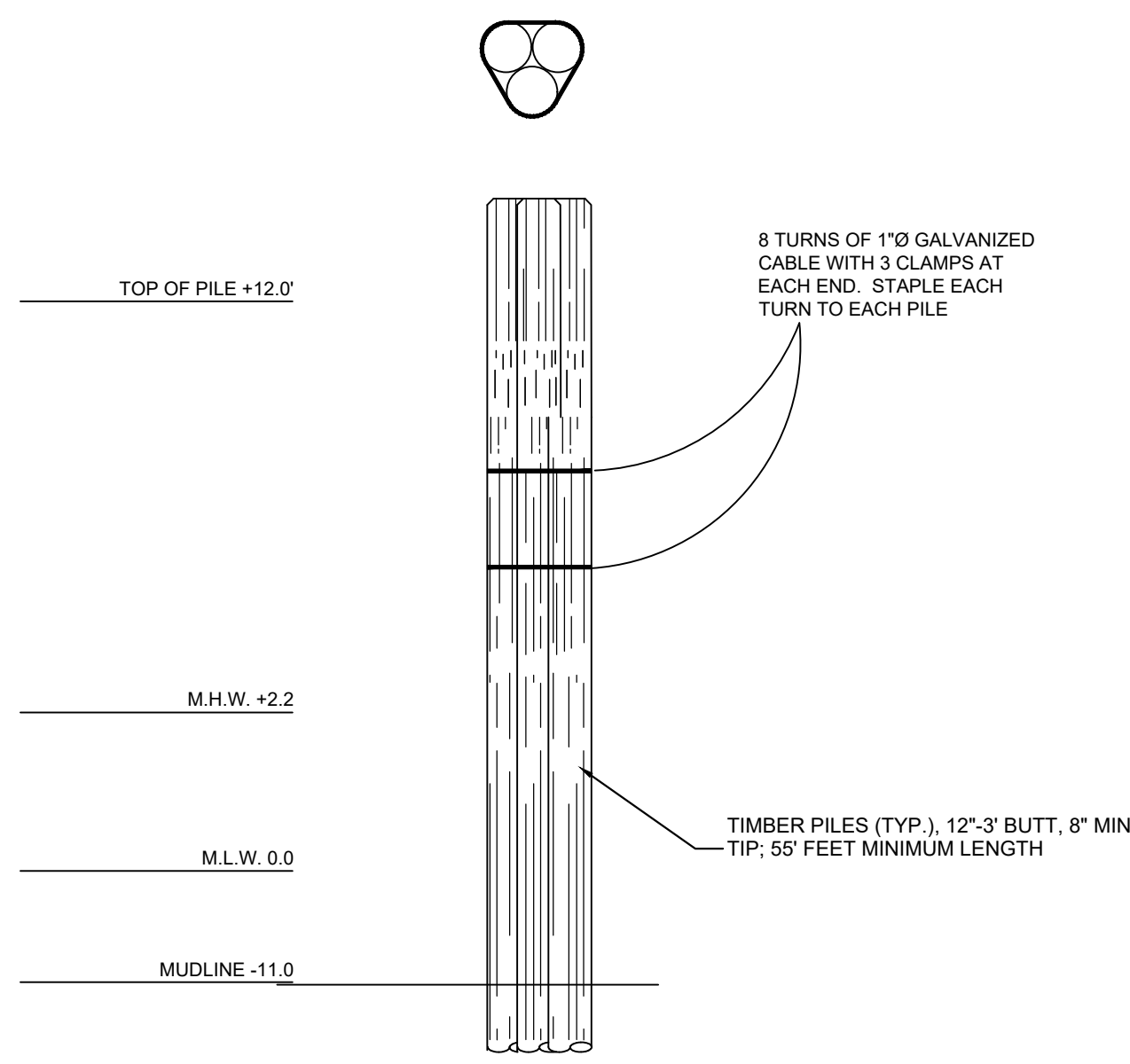


VINYL SHEET PILING CORNER

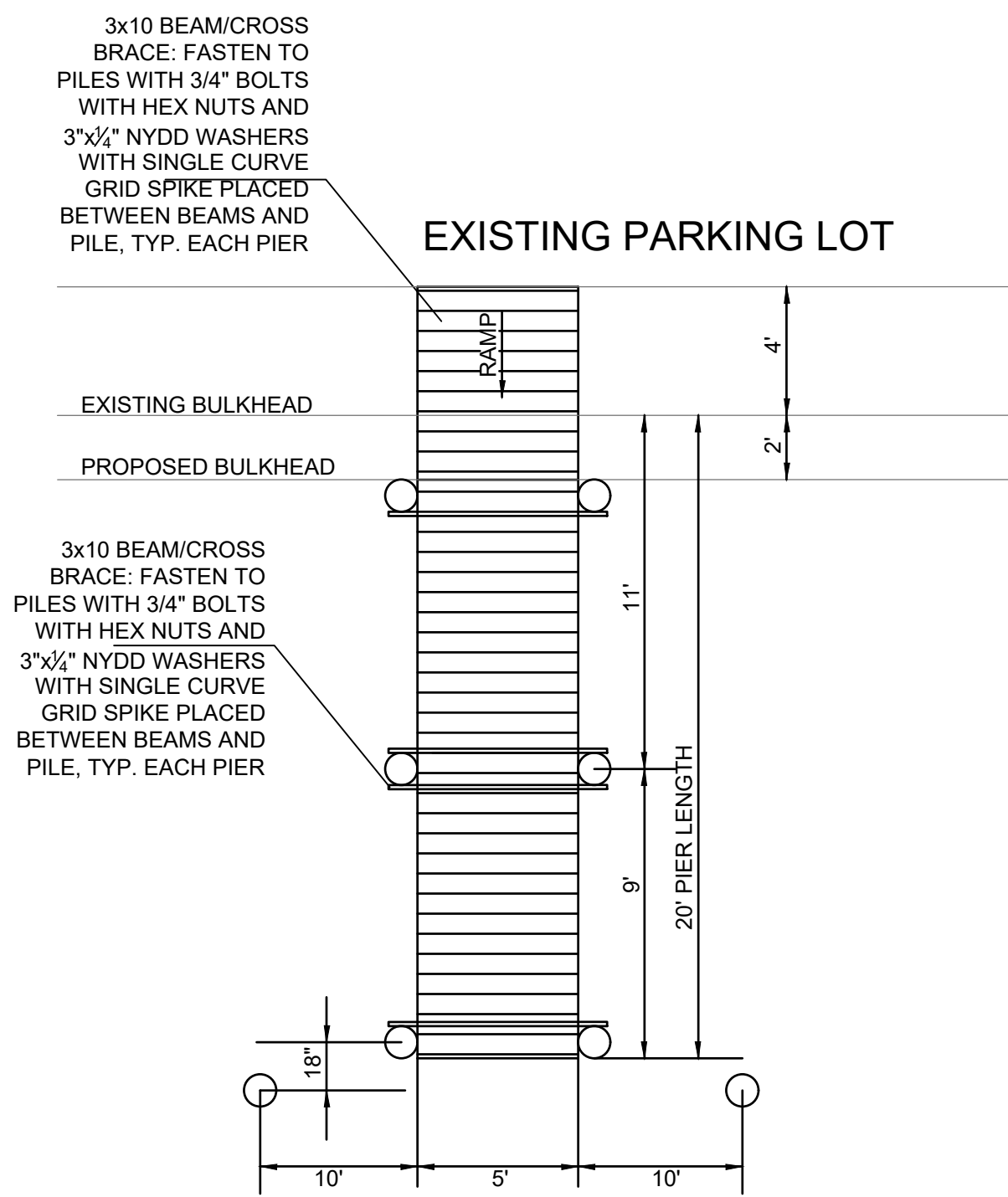


TYPICAL FINGER PIER DETAILS

NO SCALE



3-PILE CLUSTER/DOLPHIN DETAIL: NO SCALE



CONSTRUCTION NOTES:

- ALL LUMBER USED IN THE CONSTRUCTION SHALL BE TREATED IN ACCORDANCE WITH THE SPECIFICATIONS.
- VINYL SHEETING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
- ALL TIMBER PILES SHALL HAVE 12" TO 3' BUTT, 8" MINIMUM TIP, AND:
 - 25' MINIMUM LENGTH FOR BULKHEAD
 - 50' FOR CENTER PIER PILINGS
 - 55' FOR END PIER PILINGS, BUMPER/RIDER PILINGS AND CLUSTERS/DOLPHINS
- ALL SCREW FASTENERS USED IN THE CONSTRUCTION SHALL BE DECKFAST EPOXY COATED SCREWS OR APPROVED EQUAL.
- ALL HARDWARE (BOLTS, NUTS, WASHERS, ETC.) SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH THE SPECIFICATIONS.

TYPICAL BULKHEAD DETAILS

NO SCALE

J. STACEY HART & ASSOCIATES, INC.

POST OFFICE BOX 6
SNOW HILL, MD 21863
PHONE: 410-390-9096
FAX: 877-646-4365
EMAIL: stacey@jstaceyhart.com

JSH
J. STACEY HART & ASSOCIATES, INC.
ENGINEERING

REVISIONS	DATE	REVISED FOR:

WORCESTER COUNTY HARBOR
PROPOSED MARINE REPAIRS
12826 SUNSET AVENUE
COUNTY COMMISSIONERS OF WORCESTER COUNTY
WEST OCEAN CITY
WORCESTER COUNTY

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE.

LICENSE NO.: MD 22788
EXPIRATION DATE: AUGUST 10, 2022

07/01/2021

DETAILS

DRAWN BY: jsh	DATE: 04/2022
JOB NUMBER: 2020-019	C4
SCALE: AS NOTED	



Worcester County Government

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

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
DATE: May 11, 2022
RE: Letter of Support for Berlin Rails to Trails Project Grant Request

Town of Berlin officials are requesting a letter of support from the Worcester County Commissioners to be included with an application being submitting to the Maryland Department of Transportation for a Bikeways Grant to help fund the cost of constructing a bike path for the Rails to Trails project.

The benefits of physical activity are limitless, and the Rails to Trails project aligns with the goals and initiatives of the Worcester County Land Preservation, Parks, and Recreation Plan. This project will be a valuable addition to the family friendly places and fitness activities available in Worcester County for residents and visitors alike to get outside, get active, and remain healthy for life. The draft letter supporting the request is attached for Commission President Mitrecic to sign.

May 16, 2022

To whom it may concern:

On behalf of the Worcester County Commissioners, I'm writing to voice our strong support of a request from the Town of Berlin for a Bikeways Grant administered by the Maryland Department of Transportation (MDOT) to help aid in the construction of phase one of Rails to Trails, a recreation project to develop a bike path adjacent to existing railroad tracks and connecting pedestrian-friendly, outdoor spaces in and around Berlin.

We recognize that the benefits of physical activity are limitless, and the Rails to Trails project aligns with the goals and initiatives of the Worcester County Land Preservation, Parks, and Recreation Plan. This project will be a valuable addition to the family friendly places and fitness activities available in Worcester County for residents and visitors alike to get outside, get active, and remain healthy for life.

Thank you in advance for your consideration of this request. If you have any questions, you are welcome to contact me or Chief Administrative Officer Weston Young at 410-632-1194.

Sincerely,

Joseph M. Mitrecic
President