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

June 7th, 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 request to hire a Solid Waste Superintendent for Public Works and certain personnel matters with human resources, receiving legal advice, and performing administrative functions	
10:00 -	Call to Order, Prayer (Reverend George Tasker of Abundant Life Apostolic Church of Pocomoke), Pledge of Allegiance	
10:01 -	Report on Closed Session; Review and Approval of Minutes from May 10th and 17th, 2022 Meetings	
10:02 -	Proclamation for Elder Abuse Awareness; Proclamation for Juneteenth; Commendation for Skills USA – American Spirit; Commendation for SkillsUSA – Crime Scene Investigation; Commendation SkillsUSA – Mobile Robotics; Commendation for SkillsUSA – Principles of Engineering; Commendation for Pocomoke HS 1A State Tennis Champion Marli McDorman	**1**
10:15 -	Consent Agenda (Citizen Scrap Tire Memo, CDBG Grant Application, Criminal Enforcement Heroin Coordinator Grant Application, Parks and Rec Art Program Grant Acceptance, South Point Boat Landing Bid Approval)	**2-6**
10:16 -	Chief Administrative Officer: Administrative Matters (Custodial Services Bid Recommendation, Bishopville Recycling Center Bid Package, Maintenance Operating Hours Flex Schedule, Proposed Sanitary Sewer Overflows MDE Fine Settlement, EDU Allocation Request for Sun TRS Frontier LLC Frontier Town Campground, Town of Ocean City EDU Return Request, FY23 Budget Adoption, Upcoming Board Appointments)	**7-14**
10:30-	Special Legislative Session: Public Hearing for Bill 22-9 Antennas Zoning	**15**
10:35-	Public Hearing for Sea Oaks Village Amended RPC	**16**
10:40-	Public Hearing for Rezoning Case 435 Northwest of Newark	**17**
10:45-	Joint Public Hearing for Water and Sewer Mystic Harbor Expansion	**18**
10:50-	Public Hearing Water and Wastewater Enterprise Fund	**19**
10:55-	Public Hearing Solid Waste Enterprise Fund	**20**
11:00 -	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!***

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Minutes of the County Commissioners of Worcester County, Maryland

May 10, 2022

Budget Work Session

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

The Commissioners met with Chief Administrative Officer Weston Young, Budget Officer Candace Savage, and Finance Officer Phil Thompson to discuss issues pertaining to the FY23 Requested Operating Budget, which currently reflects estimated revenues of $222,739,139 and requested general fund operating expenditures of $227,800,656, which leaves a shortfall of $5,061,517. Chief Administrative Officer Weston Young reviewed significant changes in the Committee Reviewed and Recommended Budget worksheet since the commissioners met with department heads in March. These changes reflect increased income tax estimates from the State of $3.5 million, suggested use of casino funds of $610,000 for capital purchases, and department proposed reductions of $2,881,021. He advised that with cuts today and the proposed of prior year surplus funds they will be able to balance the budget.

The commissioners briefly reviewed requests for 12 new positions for FY23 for General Fund employees totaling $724,080 for salary and benefits and one new position totaling $146,390 for salary and benefits for an Enterprise Fund employee. They also reviewed requested promotions totaling $123,185 for General Fund employees and requested promotions totaling $55,244 for Enterprise Fund employees, as well as a request to increase call pay from $125 to $200 per week for General Fund employees totaling $24,648 and Water and Wastewater employees totaling $27,300, a request to reclassify Jail positions at a total of $269,880 without benefit costs, and a request to increase hours for part-time employees within the Parks Department totaling $19,032 and the Sheriff's Office totaling $91,419. The commissioners agreed to table taking action on these requests until after their closed session meeting.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the commissioners unanimously voted to meet in closed session at 9:35 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (8) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included discussing individual personnel matters and salaries for the FY23 Operating Budget.

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Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the commissioners unanimously voted to adjourn their closed session at 9:45 a.m.

The commissioners resumed their review of proposed expenditures for each department and agency within the requested operating budget.

The commissioners concurred with the Committee Reviewed FY23 operating budgets, which reflect earlier personnel decisions, as follows: County Administration budget of $1,132,245; Circuit Court budget of $1,435,592; Orphan's Court budget of $36,400; State's Attorney's Office budget of $2,595,551; Treasurer's Office budget of $1,308,580; Elections Office budget of $1,335,431; Human Resources budget of $514,575; Development Review and Permitting budget of $2,062,598; Environmental Programs budget of $1,580,339; Information Technology budget of $635,914; Other General Government budget of $3,670,628; Sheriff's Office budget of $9,870,835; Emergency Services budget of $3,217,811; Jail budget of $9,526,305; Fire Marshal's Office budget of $610,470; Volunteer Fire Departments budget of $9,544,370; Maintenance Division budget of $1,493,278; Public Works budget of $699,511; Boat Landings budget of $381,250; Homeowner Convenience Centers budget of $728,992; Recycling budget of $887,609; Health Department budget of $5,758,611; Mosquito Control budget of $157,946; and Commission on Aging budget of $1,536,683.

The commissioners approved the Committee Reviewed FY23 Roads Division budget of $4,198,398. A motion by Commissioner Bunting to reduce Account No. 614.010 Road Maintenance Materials Blacktop for Overlay from $1 million to $750,000 failed 5-2, with Commissioners Bertino and Bunting voting in favor of the motion and Commissioners Church, Elder, Mitrecic, Nordstrom, and Purnell voting in opposition.

With regard to the Committee Reviewed FY23 Other Social Services budget, the Commissioners made the following approvals, denials, and adjustments:

Upon a motion by Commissioner Bertino, the commissioners voted 5-2, with Commissioners Church and Purnell voting in opposition to approve funding to Account No. 7100.010 County Grants to Atlantic General Hospital (AGH) of $100,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously agreed to flat fund Account No. 7100.017 County Grants to Big Brothers/Big Sisters for $1,000.

The commissioners concurred with flat fund Account No. 7100.020 County Grants to BRAVE Program for $3,500.

Upon a motion by Commissioner Bertino, the Commissioners voted 6-1, with Commissioner Nordstrom voting in opposition, to deny funding for Account No. 7100.021 County Grants to Chesapeake Housing Missions of $25,000.

The commissioners concurred with flat funding Account No. 7100.022 County Grants to Coastal Hospice at the Ocean for $10,000.

Upon a motion by Commissioner Bertino, the commissioners voted 4-3, with Commissioners Bertino, Bunting, Mitrecic, and Nordstrom voting in favor and Commissioners Church, Elder, and Purnell voting in opposition to approve funding to Account No. 7100.023 County Grants to the Cricket Center for $25,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied

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funding for Account No. 7100.024 County Grants to the Child and Family Foundation, Inc. for $2,000.

The commissioners concurred with flat funding to Account No. 7100.030 County Grants to the Worcester County Developmental Center (WCDC) for $219,497.

Upon a motion by Commissioner Bertino, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to approve funding to Account No. 7100.035 County Grants to Diakonia for $50,000.

The commissioners concurred with flat funding to Account No. 7100.040 County Grants to Drug and Alcohol Abuse Council for $9,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied funding for Account No. 7100.074 County Grants to First State Detachment, Inc. for $5,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved flat funding to Account No. 7100.077 County Grants to Jesse Klump Memorial Fund, Inc. for $1,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied funding for Account No. 7100.082 County Grants to Kenille's Kupboard for $2,500.

The commissioners concurred with flat funding to Account No. 7100.085 County Grants to the Life Crisis Center for $8,500.

Upon a motion by Commissioner Bunting, the Commissioners unanimously approved funding to Account No. 7100.100 County Grants to Maryland Food Bank for $10,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied funding for Account No. 7100.111 County Grants to Next One Up for $40,000.

The commissioners concurred with flat funding to Account No. 7100.120 County Grants to Oasis Ministries for $9,000.

Upon a motion by Commissioner Bertino, the commissioners voted 6-1, with Commissioner Nordstrom voting in opposition, to deny funding for Account No. 7100.138 County Grants to Project Linus of Lower DelMarVa for $1,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied funding for Account No. 7100.154 County Grants to St. Peters Lutheran Church for $10,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously agreed to flat fund Account No. 7100.160 County Grants to the Samaritan Shelter for $20,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied funding for Account No. 7100.175 County Grants to Social Services Pharmacy Grant for $15,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied funding for Account No. 7100.194 County Grants to United Way for $5,000.

The commissioners concurred with flat funding to Account No. 7100.202 County Grants to Worcester County 4H & FFA Fair for $10,000.

The commissioners concurred with flat funding to Account No. 7100.210 County Grants to Worcester County GOLD (Giving Other Lives Dignity) for $15,000.

Upon a motion by Commissioner Bertino, the commissioners voted 5-2, with Commissioners Bunting and Elder voting in opposition, to flat fund Account No. 7100.220 County Grants to Worcester Youth and Family Counseling for $95,000.

The commissioners concurred with flat funding to Account No. 7130.005 County Matching Grants to DHMH Development Disabilities Administration (DDA) for $28,871.

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The commissioners concurred with flat funding to Wor-Wic Community College (WWCC) for $2,530,242.

The commissioners agreed to postpone discussions on the requested FY23 Board of Education Budget following an update on Other Post Employment Benefits (OPEB).

The commissioners resumed their review of proposed expenditures for each department and agency within the requested operating budget.

The commissioners concurred with the Committee Reviewed FY23 operating budgets as follows: Recreation budget of $1,792,117; Parks budget of $1,589,297; and Library budget of $2,850,888.

With regard to Other Recreation and Culture, the commissioners made the following adjustments:

A motion by Commissioner Bertino to deny funding for Account No. 7100.019 County Grants to Steve's Poor Girls Open Inc. for $10,000 failed 3-4, with Commissioners Bertino, Bunting, and Elder voting in favor of the motion and Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in opposition of the motion.

A motion by Commissioner Nordstrom to approve funding for Account No. 7100.026 County Grants Costen House for $6,939 failed 3-4, with Commissioners Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, Church, and Elder voting in opposition.

Upon a motion by Commissioner Elder, the commissioners unanimously approved funding for Account No. 7100.050 County Grants to Furnace Town for $40,000.

A motion by Commissioner Nordstrom to approve the Committee Reviewed budget for Account No. 7100.095 County Grants to Marva Theatre for $20,000 failed for lack of a second. Upon a subsequent motion by Commissioner Bunting, the commissioners unanimously approved flat funding to Account No. 7100.095 County Grants to Marva Theatre for $15,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied the Committee Reviewed budget for Account No. 7100.128 County Grants to Ocean Pines Players of $3,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously denied the Committee Reviewed budget for Account No. 7100.015 County Grants to Berlin Heritage Foundation of $10,000.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved flat funding to Account No. 7100.135 County Grants to Delmarva Discovery Museum of $15,000.

The commissioners concurred with the Committee Reviewed FY23 operating budgets as follows: Extension Services budget of $242,678; Other Natural Resources budget of $612,489; Economic Development budget of $423,150; Tourism budget of $1,329,579; and Taxes Shared with Towns budget of $2,944,157.

With regard to Grants to Towns, the commissioners made the following adjustments:

Upon a motion by Commissioner Nordstrom, the commissioners unanimously approved

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the Committee Reviewed FY23 Grants to the Town of Pocomoke in the amount of $1,835,627.

A motion by Commissioner Bunting to cut funding of $122,000 for the Flower Street Roundabout – Phase One from the Committee Reviewed FY23 Grants to the Town of Berlin failed 3-4, with Commissioners Bertino, Bunting, and Elder voting in favor of the motion and Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in opposition.

A motion by Commissioner Nordstrom to approve additional grant funding of $225,000 to the Town of Snow Hill for wastewater treatment plant (WWTP) probes failed 2-5, with Commissioners Nordstrom and Purnell voting in favor and Commissioners Bertino, Bunting, Church, Elder, and Mitrecic voting in opposition. Upon a subsequent motion by Commissioner Bunting, the commissioners unanimously approved the FY23 Grants to the Town of Snow Hill in the amount of $2,238,142, minus grant funds of $225,000 for the WWTP probes.

Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Committee Reviewed FY23 Grants to the Town of Ocean City in the amount of $8,493,105.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved the Committee Reviewed FY23 Grants to the Ocean Pines Association (OPA) in the amount of $1,864,340, minus grant funds of $150,000 for Roads and Bridge Repairs, $25,000 for Tourism, and reducing the Recreation Grant by $10,000.

The commissioners concurred with the Committee Reviewed FY23 operating budgets as follows: Benefits and Insurance budget of $25,939,515; and Debt Service budget of $227,800,656.

Upon a motion by Commissioner Bunting, the commissioners unanimously agreed to allocate funding of $9.5 million within Account No. 7170.040 Benefits & Insurance Other Post Employment Benefits as follows: $7.6 million or 80% to the BOE and $1.9 million or 20% to the County.

The commissioners recessed for 10 minutes.

Upon a motion by Commissioner Bertino, the commissioners approved the Requested FY23 Board of Education (BOE) Budget of $100,983,605, removing the reallocation of $1 million to OPEB, with the caveat that any FY22 or FY23 fund balance be reallocated to the BOE's OPEB liability.

A subsequent motion by Commissioner Elder to allocate funding from the General Fund to increase funding to BOE bus contractors by increasing the hourly rate by $1 from $25 to $26 per hour and the per-mile for the fuel and maintenance rate by $0.03 from $1.62 to $1.65 failed 3-4, with Commissioners Elder, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, Church, and Mitrecic voting in opposition.

In response to a question by Commissioner Bertino, Budget Officer Candace Savage advised that cuts made by the commissioners during the work session have reduced the FY23 Operating Budget shortfall to $4,386,078.

The commissioners adjourned for lunch.

The commissioners resumed their work session.

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The commissioners reviewed FY23 Capital Requests by Department, with public safety requests to be funded with Local Impact Grant revenues from the Casino at Ocean Downs, as well as Fund Balance and Debt Service. Commissioner Nordstrom revisited his prior request for an updated list of police vehicles, including mileage, to determine the number of needed replacement vehicles.

Upon a motion by Commissioner Bunting, the commissioners unanimously approved capital requests for Worcester County Emergency Services (WCES), less one F-250 to replace the 2005 truck with 107,000 miles.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved the use of LIG funds to cover the remaining WCES capital requests.

Upon a motion by Commissioner Bertino, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition to approve the capital vehicle requests within the Sheriff's Office utilizing LIG funds.

Mr. Young reviewed the FY22 year-end estimated fund balance, which reflects an estimated surplus of $14,675,000. He advised that surplus funds of roughly $4.08 million could be allocated as follows, leaving a remaining surplus of $10.6 million: $1.3 million to meet 12% reserve fund, $1.6 million for OPEB reconciliation to FY22 income tax, $125,000 for Buckingham Elementary School feasibility study, $80,000 for Snow Hill Middle School and Cedar Chapel Special School roof design, $50,000 for the Pocomoke Middle School evening program, $416,777 for the Wor-Wic Community College Applied Technology Building; and $500,000 for Road Paving.

Upon a motion by Commissioner Nordstrom, the commissioners voted 6-1, with Commissioner Bunting voting in opposition, to approve the Committee Reviewed FY23 Salary Increase for County employees of $1,062,364, which includes a 4% cost of living adjustment (COLA) for classified and non-classified employees and one step increase for eligible employees.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the commissioners unanimously voted to meet in closed session at 1:39 p.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (8) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included discussing individual personnel matters and salaries for the FY23 Operating Budget and to receive legal advice from counsel.

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the commissioners unanimously voted to adjourn their closed session at 1:53 p.m.

The commissioners resumed their open session.

The commissioners reviewed requests for 12 new positions for FY23 for General Fund

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employees totaling $724,080 for salary and benefits.

Upon a motion by Commissioner Nordstrom, the commissioners approved the position of procurement officer within County Administration.

Upon a motion by Commissioner Bunting, the commissioners approved the positions of one building housing and zoning inspector and one plan reviewer within Development Review and Permitting.

Upon a motion by Commissioner Bunting, the commissioners approved the position of natural resources inspector I within Environmental Programs.

Upon a motion by Commissioner Nordstrom, the commissioners approved the position of technician within Information Technology.

Upon a motion by Commissioner Nordstrom, the commissioners approved two support specialists positions within the Sheriff's Office.

Upon a motion by Commissioner Bertino, the commissioners approved one specialist position, one communications supervisor position, and agreed to retain the placeholder for the unfunded call taker positions within Emergency Services.

Upon a motion by Commissioner Bertino, the commissioners voted 4-3, with Commissioners Bertino, Church, Nordstrom, and Purnell voting in favor and Commissioners Bunting, Elder, and Mitrecic voting in opposition to approve the position of deputy fire marshal – investigator II.

A motion by Commissioner Nordstrom to approve the position of outreach and partnership specialist within the Library failed for lack of a second.

The commissioners reviewed a request for one new position totaling $146,390 for salary and benefits for an Enterprise Fund employee. Upon a motion by Commissioner Nordstrom, the commissioners unanimously approved one superintendent position within the Water and Wastewater Division of Public Works.

The commissioners concurred with requested promotions totaling $55,244 for Enterprise Fund employees, to increase call pay from $125 to $200 per week for General Fund employees totaling $24,648 and Water and Wastewater employees totaling $27,300, and to increase hours for part-time employees within the Parks Department totaling $19,032 and the Sheriff's Office totaling $91,419

The commissioners reviewed requests to reclassify Jail positions at a total of $269,880 without benefit costs. Human Resources Director Stacey Norton stated that they have been unable to recruit to fill 15 current vacancies, as the salaries are not competitive with the local marker. Therefore, staff is requesting to adjust the pay grades for four positions. In response to questions by Commissioner Bertino, Ms. Norton stated that the County Jail is still required to follow COVID-19 protocols, including quarantines and social distancing. She stated that once these restrictions are eliminated the County could consider eliminating positions at the Jail to reduce operating costs following the loss of Immigration and Customs Enforcement (ICE) revenues. In response to questions by Commissioner Bunting, Ms. Norton advised that the Jail employs 98 correctional officers. Commissioner Bunting stated that the County needs to eliminate more than 15 positions at the Jail to reduce operating costs. The commissioners directed Deputy Chief Administrative Officer Joe Parker to work with Warden Fulton Holland to

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develop an updated operating plan for the County Jail.

Following some discussion and upon a motion by Commissioner Elder, the commissioners approved the reclassification of the following Jail positions to increase the starting salaries for correctional officers from $43,056 to $45,240, salaries for certified correctional officers from $45,240 to $47,466, salaries for private first class from $47,466 to $52,416, and salaries for corporal from $49,878 to $55,016.

In response to a question by Commissioner Mitrecic, Ms. Savage advised that the commissioners have reduced the budget deficit to $3,998,421 deficit. Upon a motion by Commissioner Elder, the commissioners unanimously approved the use of funds from the FY22 Fund Balance to balance the FY23 County Operating Budget. The commissioners advised that on June 7, 2022 they will vote on the FY23 BOE budget independent of the FY23 County budget.

The commissioners answered questions from the press, after which they adjourned to meet again on May 17, 2022.

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Minutes of the County Commissioners of Worcester County, Maryland

May 17, 2022

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

Following a motion by Commissioner Elder, seconded by Commissioner Purnell, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: a personnel summary and certain personnel matters; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:20 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Pastor Mark Piedmont of Buckingham Presbyterian Church and pledge of allegiance, announced the topics discussed during their May 17, 2022 budget work session and on their May 17 morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their May 3, 2022 meeting as presented.

The commissioners presented years-of-service commendations to retiring Solid Waste Superintendent Mike Mitchell (36 years), and Sheriff's Office Corporal Shawn Goddard (18 years) to honor them for their service to County residents.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 2-11 as follows: awarding the contract for propane gas delivery to Superior Plus Propane; approving a Small Project Agreement to extend water service to multiple parcels in The Landings Residential Planned Community (RPC) for fire protection from The Landings Service Area; renewing a software contract with Dude Solutions for three years at a total cost of $66,181.83 for the Facility Dude work order and inventory program within the Maintenance Division of Public Works; utilizing funds of $408.14 to record the deed on a small

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property being transferred from a private property owner to the Maryland Coastal Bays Program (MCBP) as part of the Selsey Road demonstration project; approving bid specifications for the rehabilitation and replacement of the HVAC in a single-family home in Berlin; scheduling a public hearing to receive public comments on an amendment to the Step I plan for the Triple Crown Estates RPC floating zone to add another 30 single-family lots to the development; scheduling a public hearing to receive public comments on Rezoning Case No. 434, which was filed by Attorney Hugh Cropper, IV on behalf of Raynes Land Holdings, LLC to rezone approximately 105.12 acres of land on the west side of Downs Road and the north side of U.S. Rt. 113 northeast of Newark from A-1 Agricultural District to A-2 Agricultural District; irrevocably transferring Worcester County's full $2,000,345 tax-exempt housing bond allocation to the Department of Housing and Community Development Community Administration for use in issuing housing bonds or mortgage credit certificates on behalf of Worcester County, as set forth in the 2022 allocation of the Maryland State Ceiling for use under the Maryland Mortgage Program; approving the recommended FY22 Tax Ditch Rates, certifications, and recommended Managers for all 18 Tax Ditches in the County; and updating and renewing the software licensing and maintenance contract with Prosecutor by Karpel, the case management system utilized within the State's Attorney's Office at a cost of $25,200.

The commissioners met with Recreation and Parks Director Kelly Rados to review a request from Attorney Mark Cropper to renew the special use permit for Dawn to Dusk Fishing Charters owner Marc Spagnola for a three-year term. The first one-year special use permit, which recently expired, allowed Mr. Spagnola to launch and retrieve one 20-foot charter boat (Sea Ark) from the boat ramp. The three-year special use permit expands that use to also allow Mr. Spagnola to launch and retrieve a 24-foot tri-toon vessel and a 26-foot custom vessel for the same charter purposes. Commissioner Bunting stated that he is not against issuing a special use permit; however, the County should develop an official policy governing the use of County boat ramps, as commercial uses are not permitted at these sites. He also referenced a letter from several South Point residents expressing concern about renewing the special use permit, and he urged the commissioners to hear from those residents in attendance at the meeting.

Commissioner Mitrecic opened the floor to receive comments from the South Point residents in attendance.

Sylvia Tunis of South Point urged the commissioners to deny the request, noting that their prior approval has opened Pandora's Box, as commercial crabbers and other commercial entities are utilizing residential roads and operating out of the South Point boat ramp, while occupying a majority of the recreational use spaces in the adjoining parking lot.

Alex Shandrowski of South Point also urged the commissioners to deny the request. He noted that the County's boat ramps are designated for recreational use, but that Mr. Spagnola, along with crabbers and others are running commercial operations from the South Point boat ramp in the midst of a residential development; however, the Sheriff's Office is unable or unwilling to enforce these violations. He advised that this is causing a hardship on the community. In response to comments by Mr. Shandrowski, Commissioner Church advised that he had spoken with the president of the South Point community association, who voiced no concerns about the proposed special use permit, and he noted that this is the first time he has heard any concerns from the community about this matter.

In response to questions by Commissioner Bertino, Mr. Young advised that the County

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has received some concerns regarding the use of the boat ramp by Mr. Spagnola.

Mr. Cropper advised that to date Mr. Spagnola has only used the South Point boat ramp to launch and retrieve the 20-foot charter boat. Furthermore, he has not launched the 24-foot charter boat from that location, as doing so would violate the terms of the prior special use permit.

Commissioner Bunting reiterated that he could support the requested special use permit provided it is for a period of only one year and that the County investigates options to address the use of commercial and out-of-state residents at the County recreational boat ramps for their consideration at a future meeting. The commissioners concurred. Commissioner Mitrecic stated that the County boat ramps have all been funded with State grants, so any change in use must comply with the grant guidelines.

Following some discussion and upon a motion by Commissioner Church, the commissioners approved the special use permit to authorize Mr. Spagnola to utilize the South Point boat ramp to launch and retrieve the three charter boats previously described for a period of one year, and this may at any time be revoked by the County.

Pursuant to the request of Ms. Rados and upon a motion by Commissioner Nordstrom, the commissioners unanimously accepted the proposal from Becker Morgan for architecture and engineering services at a fixed fee of $15,000 for a single-story, metal building, approximately 25' x 60' to provide additional storage at the Worcester County Recreation Center in Snow Hill.

County Attorney Roscoe Leslie met with the commissioners to review a draft resolution to comply with the State Police Accountability Act and to propose that the commissioners begin appointing members of a Police Accountability Board and Administrative Charging Committee. Mr. Leslie noted that effective July 2022 the State's Police Accountability Act will replace the Law Enforcement Officers Bill of Rights, as the system for police discipline, and the proposed resolution implements the new State law mandates and anticipated regulations locally. He then advised that the State legislation requires the County to set up three bodies to handle police discipline for every local law enforcement organization in the County as follows: Police Accountability Board, consisting of seven members to serve as the overall governing body of the system; Charging Committee, consisting of five members, to review complaints and investigations of police misconduct, determine whether an officer should be charged with misconduct, and if charged recommend discipline from the State-created matrix; and Trial Board, consisting of three members and to be chaired by a retired or administrative law judge, to conduct hearings if an officer does not accept the disciplinary measures recommended by the Charging Committee.

Commissioner Bunting expressed concern that it may be difficult to find a retired or administrative judge willing to serve on the Trial Board. In response to questions by Commissioner Bunting, Mr. Leslie advised that the State has indicated that it may provide administrative law judges to serve on the Trial Board if necessary. He also advised that there will be training requirements for those appointed to serve on the Police Accountability Board, though the County has not yet received any information from the State about such requirements.

Commissioner Nordstrom stated that this is yet another unfunded State mandate that County taxpayers must pay. In response to questions by Commissioner Nordstrom, Chief Administrative Officer Weston Young advised that $29,000 has been allocated within the FY23

budget to cover the cost of two trials and the cost to retain judges. Commissioner Elder also expressed concerns about the cost of implementing the new three-tiered system. In response to questions by Commissioner Elder, Mr. Leslie stated that, like several other County boards, those appointed to serve on the three boards will receive compensation for their service. Commissioner Bertino stated that reading the draft resolution has created a number of questions that he would like to have answered prior to moving forward. In response to questions by Commissioner Purnell, Mr. Leslie advised that County officials worked with representatives from law enforcement agencies within the County and State's Attorney Kris Heiser, and they had reviewed similar resolutions being proposed by other Maryland jurisdictions.

Following some discussion and upon a motion by Commissioner Bertino, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to postpone taking any action on the resolution until their June 21, 2022 meeting.

Pursuant to the request of Public Works Deputy Director Chris Clasing and upon a motion by Commissioner Bertino, the commissioners unanimously approved a proposal from Highland Tank, LLC at a cost of $62,634 to purchase and install a replacement steel collection tank at Pump Station G within the Ocean Pines Sanitary Service Area (SSA). Mr. Clasing advised that funds are available on the FY22 Ocean Pines SSA budget for this purpose.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the Commissioners unanimously agreed to appoint Crystal Bell to the Commission for Women.

The commissioners met in legislative session.

The commissioners met with Development Review and Permitting (DRP) Director Jennifer Keener to review a text amendment application submitted by Hugh Cropper, IV on behalf of Sun TRS Frontier, LLC to create new cluster design standards that would allow flexibility to minimum campsite area, setback, width, road frontage, and parking requirements that would apply only to recreational park trailers and cabins in rental and membership campgrounds after approval of a site plan by the Planning Commission. Ms. Keener advised that the Planning Commission gave a favorable recommendation to the text amendment application as submitted.

Following some discussion, Commissioners Bertino, Church, Elder, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 22-10 (Zoning - Campgrounds) and scheduled a public hearing for June 21, 2022 to receive public comment on the draft bill.

The commissioners met with Lieutenant Bob Trautman and Board of Education (BOE) Transportation Manager Kim Heiser to review a text amendment application drafted by staff to authorize the use of monitoring cameras on Worcester County school buses in accordance with the Annotated Code of Maryland, Transportation § 10-706.1(c). Lieutenant Trautman advised that these systems are designed to reduce the illegal passage of school buses and to increase the safety of students. Ms. Heiser reviewed a proposal from BusPatrol at a cost of $150 per month, per bus to install and maintain the monitoring system and issue citations to drivers who illegally pass school buses. She noted that these costs would be offset by the revenues to be generated from the $250 cost per citation. She advised that additional revenues generated would be split

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between BusPatrol and the Count at a 60/40 cost share, respectively, with the County to allocate funding between the BOE and the Sheriff's Office. Commissioner Elder supported the proposal to install cameras on the school buses; however, he expressed concerns that a private entity would be profiting from this proposal and that the County's split of the revenues would go to the BOE rather than the bus contractors who own and operate the buses.

Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 22-11 (Public Safety – School Bus Monitoring Systems) and scheduled a public hearing for June 21, 2022 to receive public comment on the draft bill.

Commissioner Mitrecic closed the legislative session.

The commissioners conducted a public hearing to obtain the views of citizens on the community, economic development, and housing needs to be considered for submission of an application to the Maryland Community Development Block Grant (CDBG) Program in the amount of $500,000 to rehabilitate 16-18 owner-occupied homes. Housing Program Coordinator Davida Washington advised that this program benefits low to moderate income persons and households, aids in the prevention or elimination of slums and blight, and meets other community development needs of an urgent nature or that are an immediate threat to community health and welfare.

Commissioner Mitrecic opened the floor to receive public comment.

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

Upon a motion by Commissioner Nordstrom, the commissioners unanimously adopted Resolution No. 22-5, authorizing the filing of a CDBG application to fund the County=s Housing Rehabilitation Program in Worcester County in State FY23, and authorized Commission President Mitrecic to sign the grant application.

The commissioners conducted a public hearing on a $2 million project to replace the private supply well and distribution system in St. Martin's By the Bay by connecting the community to the Ocean Pines water system. The project includes allocating fifty-eight residential equivalent dwelling units (EDUs) of sanitary water service and will alleviate concerns about salt water intrusion into the private well, provide fire flow protection, and eliminate water shortage issues that have occurred since the system was installed in 1984. This project is proposed to be funded through a United States Department of Agriculture loan and grant.

Commissioner Mitrecic opened the floor to receive public comment.

Lynn Patridge, chair of St. Martin's By the Bay Homeowners Association (HOA), urged the commissioners to approve the project, as the existing system is failing, cost-prohibitive to maintain, and does not meet environmental requirements.

Keith Miller, treasurer of the St. Martin's By the Bay HOA, also urged the commissioners to approve the project, noting that several years ago one of the houses in the community burned to the ground after fire fighters were not able to pull water off the bay to extinguish the flames.

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

Upon a motion by Commissioner Bunting, the commissioners unanimously adopted Resolution No. 22-6, authorizing the filing of a USDA grant for the proposed St. Martin's By the

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Bay project.

The commissioners conducted a public hearing on the amended five-year Capital Improvement Plan (CIP) for FY23 - FY27. Senior Budget Officer Kim Reynolds informed the commissioners and the public that the CIP is strictly a planning document that the County will use in preparing future operating budgets, anticipating the future financial needs of the County and to identify possible funding resources; therefore, a project's inclusion in the CIP does not constitute a guarantee of future approval or funding from the County. She then reviewed the significant changes to the CIP, which include the removal of the Ocean Pines spray irrigation ($3,250,000) and the update of the Ocean Pines belt filter press project (which increased from $3.55 million to $4.6 million). In response to questions by Commissioner Bertino, Finance Officer Phil Thompson stated that it is possible to amend the bond bill right up to the last minute for the belt filter press project. Commissioner Bertino stated that he supports 99 percent of the projects included in the CIP; however, he cannot support the inclusion of the sports complex in the CIP.

Commissioner Mitrecic opened the floor to receive public comment.

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

Upon a motion by Commissioner Nordstrom, the commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to adopt Resolution No. 22-7 adopting the amended FY23-FY24 CIP.

Pursuant to the request of Pocomoke City Manager Jeremy Mason and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved a loan of $295,000 to Pocomoke City to fund the demolition, removal, and remediation of the Armory property to serve as the site of a new Pocomoke Branch library, with funds to be repaid in annual installments of $19,666.67 beginning January 2, 2023. Mr. Mason advised that Pocomoke City has applied for a Community Development Block Grant to cover these costs; however, they will not know until fall 2022 if grant funds will be awarded for this purpose.

Pursuant to a request by Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Bertino, the commissioners unanimously approved bid specifications for construction services to replace bulkhead, eight piers, one governor's dock, and all associated bumper piles at the West Ocean City commercial harbor.

Pursuant to a request from the Town of Berlin and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to send a letter supporting the town's request for a Maryland Department of Transportation grant to help cover the cost of phase one of the Rails to Trails project to develop a bike path adjacent to existing railroad tracks and connecting pedestrian-friendly, outdoor spaces in and around Berlin.

In response to a question by Commissioner Bertino, Mr. Young advised that County staff will make the Crossroads study on the sports complex more accessible on the County's website.

Commissioner Mitrecic stated that during the commissioners' May 10, 2022 budget work

session he had misunderstood the motion and voted to flat fund Atlantic General Hospital (AGH) at $100,000, rather than at the requested amount of $200,000 for FY23. He noted that AGH is the second largest employer in the County and depends upon County grant funding to leverage State and federal funding.

Upon a motion by Commissioner Nordstrom, the commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor of the motion and Commissioners Bertino, Bunting, and Elder voting in opposition, to award grant funds totaling $200,000 in FY23 to AGH.

In response to questions by Commissioner Mitrecic, Commissioner Bertino provided an overview of two recent public meetings about the sports complex, including an informational discussion at a recent Berlin Planning Commission meeting, and a petition drive hosted by a citizen group to referendum whether the County may utilize bond funds to acquire the Harrison property adjacent to Stephen Decatur High School for use as a sports complex.

The commissioners answered questions from the press, after which they adjourned to meet again on June 7, 2022.

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DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, older adults, those most often serving as leaders, mentors, volunteers, and vital and active community members, deserve to be treated with dignity and respect; however, the reality is that nearly five million Americans age 65 and older are victims of elder abuse, neglect, or exploitation, and roughly 95% of these incidents go unreported; and

WHEREAS, we stand with representatives from the Worcester County Department of Social Services in their efforts to empower each of us to intervene to prevent or end the cycle of elder abuse through detection and intervention by becoming aware, recognizing the warning signs, and advocating for the victims by reporting suspected abuse.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby proclaim June 2022 as **Elder Abuse Awareness Month** and June 15 as **Elder Abuse Awareness Day** and urge citizens to recognize and report signs of elder abuse.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of June, in the Year of Our Lord Two Thousand Twenty-Two.

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

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ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, we join with representatives from the Worcester County Branch of the National Association for the Advancement of Colored People (NAACP) to commemorate the 157th anniversary of Juneteenth. June 19, which is recognized nationally as Freedom Day, is representative of similar struggles for freedom and equality that are taking place throughout our nation and the world; and

WHEREAS, though President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, it was not until June 19, 1865 that enslaved people in Texas and other remote slave states were finally informed that they were free. Today Juneteenth both signifies a formal end of slavery in the United States and serves as a call to action for each of us to elevate civility, to replace injustice with justice and equality, and to work together to end human trafficking and modern-day slavery.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, stand with representatives from the Worcester County Branch of the NAACP to proclaim June 19, 2022 as **Juneteenth** in Worcester County.

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COUNTY ATTORNEY

COMMENDATION

WHEREAS, Kayla Layfield, Miah Schwind, and Brianna Angelo of Worcester Technical High School won first place in the American Spirit category at the 2022 Skills USA Maryland State Championships in Baltimore; and

WHEREAS, the achievements of these students rank them among the top performing career and educational students in the State of Maryland for their creativity, innovation, teamwork, critical thinking, and decision-making skills.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Kayla Layfield, Miah Schwind, and Brianna Angelo** for excellence in their academic and vocational pursuits.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of June, in the Year of Our Lord Two Thousand Twenty-Two.

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COUNTY ATTORNEY

COMMENDATION

WHEREAS, Kayla McManus, Joey Guard, and Mackensie Martinez, won first place in the Crime Scene Investigation category at the 2022 Skills USA Maryland State Championships in Baltimore; and

WHEREAS, the achievements of these students rank them among the top performing career and educational students in the State of Maryland for their creativity, innovation, teamwork, critical thinking, and decision-making skills.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Kayla McManus, Joey Guard, and Mackensie Martinez** for excellence in their academic and vocational pursuits.

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COMMENDATION

WHEREAS, Myra Cropper and Briggs Pugner won first place in the Mobile Robotics category at the 2022 Skills USA Maryland State Championships in Baltimore; and

WHEREAS, the achievements of these students rank them among the top performing career and educational students in the State of Maryland for their creativity, innovation, teamwork, critical thinking, and decision-making skills.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Myra Cropper and Briggs Pugner** for excellence in their academic and vocational pursuits.

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COUNTY ATTORNEY

COMMENDATION

WHEREAS, Matthew Beck won first place in the Principles of Engineering category at the 2022 Skills USA Maryland State Championships in Baltimore; and

WHEREAS, Mr. Beck's achievements rank him among the top performing career and educational students in the State of Maryland for his creativity, innovation, critical thinking, and decision-making skills.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Matthew Beck** for excellence in his academic and vocational pursuits.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of June, in the Year of Our Lord Two Thousand Twenty-Two.

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COUNTY ATTORNEY

COMMENDATION

WHEREAS, Pocomoke High School (PHS) junior Marli McDorman took first place in the 2022 Maryland 1A Girls State Tennis Championship, making her the first PHS Warrior to earn this title; and

WHEREAS, Miss McDorman, a two-time Maryland State contender coached by PHS Varsity Girls Tennis Coach Kristen "Nicki" Tapman, went undefeated in all 1A matches this season, and she defeated her opponent during the championship by 2-1 to capture the title after a two and a half hour match.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Marli McDorman** for her hard work and dedication in attaining the 2022 Maryland 1A Girls State Tennis Championship title, and we wish her continued success in all of her future endeavors.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of June, in the Year of Our Lord Two Thousand Twenty-Two.

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SOLID WASTE
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FLEET MANAGEMENT
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FAX: 410-632-1753

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

MEMORANDUM

TO: **Weston Young, Chief Administrative Officer**
FROM: **Dallas Baker, P.E., Director of Public Works**
DATE: **May 27, 2022**
SUBJECT: **Citizen Scrap Tire Drop-off Day**

Worcester County Recycling along with Maryland Environmental Service (MES) and Maryland Department of the Environment are requesting permission from the Commissioners to hold a Citizens Tire Drop-off Event. MDE is asking that we submit three dates between July and October and they will let us know what date fits their schedule. We are submitting September, 3, 10, & 17. The event would be held at the Worcester County Central Landfill. Citizens will be able to drop-off their tires on the assigned day between the hours of 9 AM and 1 PM. This event is for Worcester County residents only and is not open to any area businesses. We will accept passenger and light truck tires only. No agricultural tires will be accepted. Participating residents will be permitted to deliver up to a maximum of ten (10) scrap tires per vehicle, with one-trip per resident limit. MDE will reimburse Worcester County a maximum of $16,500 for disposal of the scrap tires collected. Advertising will appear in the counties newspapers as well as the Daily Times.

Separate Intergovernmental Agreements will be developed by MES and be signed/executed by both MES and the participating County.

Should you have any questions, please do not hesitate to call me.

cc: Landfill Superintendent
Recycling Manager

DEPARTMENT OF
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ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Joseph Parker, Deputy Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator
Date: May 27, 2022
RE: Housing Rehabilitation Program Bid Package

Enclosed please find updates for the following:

1. The Worcester County Residential Anti Displacement and Relocation Assistance Plan
2. The MD CDBG Citizen Participation Plan for Worcester County

The proposed plans are updates to attach to the current application for funding that we will submit the week of June 7, 2022.

I am requesting that the County Commissioners and County Administrator review the plans and approve them by signature. I am available to discuss these items with you and the County Commissioners at your convenience.

WORCESTER COUNTY RESIDENTIAL ANTI DISPLACEMENT AND RELOCATION ASSISTANCE PLAN
Temporary Relocation in Support of Housing Rehabilitation Program

Worcester County hereby agrees to comply with all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, as described in 49 CFR Part 24; and with the Housing and Community Development Act of 1974 ("HCD Act of 1974"), as amended, as described in 24 CFR Part 42. The policies and procedures to be followed to ensure compliance with the aforementioned are fully described in the attached copy of Worcester County's General Residential Anti Displacement and Relocation Assistance Plan.

As a refinement to the abovementioned Relocation Plan, the County details the following steps in support of the County-Wide Housing Rehabilitation Program:

1. In the event that a lead hazard, as defined by a MDE certified Risk Assessor, is determined to exist on the interior of a property designated for general rehabilitation, the owner-occupant shall be advised that it will be necessary to temporarily relocate the occupant and his or her family during the lead abatement portion of the rehabilitation.
2. The County's Program Administrator shall obtain a proposed construction start and completion date from a MDE certified lead contractor for the necessary lead control measures.
3. Prior to the commencement of any and all lead control activities, the Program Administrator shall arrange for the packing and moving of any articles necessary to the owner-occupant and family for daily living during the anticipated construction period.
4. The owner-occupant, family, and necessary personal items will be moved to an apartment, rental house or motel room within the County or, if outside the County, to a location as close as possible in proximity to the owner's residence or place of employment, within the constraints of the relocation budget. The type of temporary relocation provided shall be dependent on the expected duration of the construction period.
5. In the case of relocation to a rental house or apartment, furniture shall be provided to include one living room group, one bedroom group per two occupants, one refrigerator and one stove. The County may either elect to move the affected family's furniture or contract with a furniture rental company to provide the required furniture. Since the cost effectiveness of either of these plans is dependent upon the projected length of stay, the County shall make the final determination in each individual case.
6. All temporary housing shall be confirmed to be free of lead hazard either by provision to the County of a lead inspection certificate or by establishing the date of construction of the temporary housing to be after 1970.
7. All rents, security deposits, utilities (excepting phone service) and hook-ups, moving expenses and post occupancy cleaning and maintenance costs shall be paid directly by the County from designated CDBG funds.

8. If the temporary relocation should result in the loss of transportation to the owner, the owner shall be placed in housing that is in close proximity to a stop within the Shore Transit or MAC Senior Center Bus System.
9. Following the completion of all lead hazard reduction activities and a passing grade on a lead clearance exam performed by a MDE certified lead clearance technician, the County Program Administrator shall arrange the packing and moving of all personal items back to the principal residence.
10. In the event that the owner-occupant should wish to arrange his own accommodations and/or moving of necessary personal items, a letter of acknowledgement shall be signed by the occupant releasing the County from all liability claims and payment obligation.

June 1, 2022 – June 1, 2027
Effective Date

Joseph Mitrecic
Typed name of Chief Elected Official

ATTEST/WITNESS

Westin Young (County Admin)

(Signature) President Wor. Cty. Commissioners

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITIZEN PARTICIPATION PLAN
WORCESTER COUNTY

The Worcester County Commissioners have adopted this Citizen Participation Plan to meet the citizen participation requirements of 24 CFR 570.486 and 24 CFR 91.115(e). Regulations require that each unit of general local government receiving or expecting to receive Community Development Block Grant Funds:

- Furnish citizens with information related to the availability of CDBG funding including the amount the State makes available under each State fiscal year; the eligible CDBG activities, and the eligible uses of CDBG funds;

- Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;

- Ensure that citizens will be given reasonable and timely access to local meetings, information and records relating to the unit of general local government's proposed and actual use of CDBG funds;

- Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with procedures developed by the State. Such assistance need not include providing funds to such groups;

- Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizen's views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. Public hearings to cover community development and housing needs must be held before submission of an application to the State. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;

- Provide citizens with reasonable advance notice of, and opportunity to comment on proposed activities in an application to the State and, for grants all ready made, activities which are proposed to be added, deleted, or substantially changed from the unit of general local government's application to the State. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the State;

- Provide citizens with the Worcester County Residential Anti-Displacement and Relocation Assistance Plan if proposed applications to be submitted will be likely to result in displacement of persons or businesses from their homes or businesses;

- Provide citizens the address, phone number and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.

CDBG funded activities may serve beneficiaries outside the jurisdiction of the unit of general local government that receives the grant, provided the unit of general local government determines that the activity is meeting its needs in accordance with section 106(d)(2)(D) of the Act.

PROVISION OF INFORMATION, PUBLIC HEARINGS AND COMMENTS

Worcester County will provide reasonable access to records and information on the proposed and actual use of CDBG funds during regular business hours of 8:00 a.m. – 4:30 p.m. at the following location: Worcester County Government Center One West Market Street, Room 1103, Snow Hill, Maryland 21863. Where possible, Worcester County will provide copies of documents or access to copying services to citizens or groups requesting information at their own expense.

Information will be furnished to citizens through public notice in The Daily Times and Ocean City Digest, two newspapers of general circulation. Worcester County may also provide additional information to its citizens about the CDBG Program through articles in local newspapers, newsletters or community bulletins, flyers distributed door to door or at presentations made at community meetings.

Worcester County will hold at least one public hearing to receive input by citizens on the housing and community development needs of the jurisdiction and to discuss the development of proposed activities. This hearing will be held in conjunction with a regularly scheduled meeting of the elected public officials prior to submission of an application for CDBG funds.

If the MD CDBG Program funds the activity, a second hearing on program performance must be held at some point during the grant period after the activity has been initiated.

The MD CDBG Program requires that notice of a public hearing be published in a newspaper of general local circulation no less than five (5) days in advance of the hearing. Hearings will be held at times and locations convenient to actual or potential beneficiaries and at locations accessible to the disabled. Documentary evidence that the required notices are published and public hearings are held in accordance with the plan will be maintained. Copies of the actual notices and/or affidavits shall be a part of the files, in addition to minutes of the hearings. Written minutes of the hearings and an attendance roster will be maintained by the Worcester County Commissioners at the following location: Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863.

If necessary, Worcester County will make arrangements for a translator when it is expected that non-English speaking persons will participate. Similarly, a signer shall be provided for a deaf or mute participant. If special accommodations are necessary, however, requests should be made to admin@co.worcester.md.us. At least 5 days advance notice is requested.

Worcester County will provide citizens an opportunity to comment on the proposed activities in an application to the State. Written comments may be sent to:
Worcester County Commissioners
Government Center
One West Market Street, Room 1103

Snow Hill, MD 21863

TECHNICAL ASSISTANCE

When requested to provide technical assistance to groups representative of persons of low and moderate income, Worcester County will assist if possible. Files shall document meetings between the group and the local government. If staff capacity to assist does not exist, Worcester County may offer a referral to the State or to a consultant who can provide the necessary expertise.

COMPLAINTS AND GRIEVANCES

Citizens who wish to submit a complaint or grievance may do so by calling or writing:

Worcester County Commissioners
Government Center
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Worcester County shall make reasonable efforts to provide a response in writing to written complaints or grievances within 15 working days.

AMENDMENTS TO APPLICATIONS OR GRANTS

Worcester County will provide citizens notice of, and opportunity to comment on, substantial changes to grant all ready made, including changes in the purpose, scope, location or beneficiaries. This can be achieved through public notice describing the change and establishing a comment period or through public hearing.

This Citizen Participation Plan is hereby adopted by the Worcester County Commissioners on June 7, 2022. It is effective for a 5 year period until June 7, 2027.

_____ _____

Joseph Mitrecic, President Wor. Cty. Commissioners Witness

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: Joseph Parker, Deputy Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator
Date: May 27, 2022
RE: Statement of Assurances and Certifications

Please find attached the Statement of Assurances and Certifications that will be attached to the current application for CDBG funding that we will submit the week of June 7, 2022.

I am requesting that the County Commissioners review and approve them by signature. I am available to discuss these items with you and the County Commissioners at your convenience.

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies that it:

1. has adopted and maintains a written Citizen Participation Plan in accordance with the citizen participation requirements for the Community Development Block Grant (CDBG) Program at the Code of Federal Regulations 24 Part 570.486; and

2. held a public hearing and provided appropriate notice to ensure participation of citizens in the development the project and of this application for CDBG funding; and

3. assures that all reasonable steps have been taken to minimize the displacement of persons as a result of CDBG assisted activities identified in this application; and

4. in the event that our project does trigger displacement of persons, we will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49CFR Part 24 and it has in effect and is following a Residential Anti-Displacement and Relocation Assistance Plan required under Section 104(d) of the Housing and Community Development Act of 1974, 42 U.S.C. § 5304(d), as amended, in connection with any activity assisted with funding under the CDBG Program; and

5. will not attempt to recover any capital costs of public improvements assisted with CDBG funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than with CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds if the State certifies that it lacks CDBG funds to cover the assessment; and

6. will conduct and administer grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations and agrees to take action to affirmatively further fair housing; and

7. has adopted and is enforcing or will adopt if a new applicants:

a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

8. will certify, to the best of the certifying official's knowledge and belief, that:

a) no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

b) if any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form- LLL, Disclosure Form to Report lobbying in accordance with its instructions; and

c) it will require that the language of paragraphs (a) and (b) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

9. will adhere to federal and state Code of Conduct or Conflict of Interest standards relative to conflict of interest restrictions and financial disclosure requirements for local elected officials and candidates; and

10. will prevent fraud, waste and abuse of federal funds and ensure that funds are expended on activities that are reasonable and necessary;

11. will comply with the provisions of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 et seq., as amended, Title 24 CFR Part 570, and with other applicable State and Federal laws if awarded this grant; and

12. will ensure that, if applicable, any subrecipient, developer or business will comply with all regulations, policies and laws that govern this grant.

I declare that I am duly authorized to make these certifications on behalf of the applicant and certify that the above actions have or will be taken.

Joseph Mitrecic, President Wor. Cty Commissioners
Typed Name and Title
Chief Elected Official

Signature

Date

ITEM 4

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

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
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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 19, 2022

To: Weston Young, Chief Administrative Officer
County Commissioners of Worcester County

From: Kim Reynolds, Senior Budget Accountant

Subject: Heroin Coordinator Position – 2023 Grant Application

Attached is the FY2023 Grant Application for the Heroin Coordinator Position. The Worcester County Sheriff's office is applying for personnel grant funding of this position for the seventh year through the Governor's Office of Crime, Control and Prevention in the amount of $50,615.00 which is level funding. This grant will allow the Worcester County Criminal Enforcement Team to maintain the coordination of entering all necessary data for drug investigations, drug seizures, drug arrests, heroin and opioid overdoses and other drug-related investigation activities.

FY 2023 Maryland Criminal Intelligence Network / Heroin Coordinator (MCIN-Her) Grant Program (MCIN-Her)

Applicant: Worcester County Board of County Commissioners

Grant Application Form

GOCCP
GOVERNOR'S OFFICE OF CRIME CONTROL & PREVENTION

Governor's Office of Crime Control and Prevention

Submitted: 5/19/2022

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

- [x] Cover Sheet
- [x] Face Sheet
- [x] Summary / Narrative
- [x] Budget Summary
  - [x] Personnel
  - [ ] Services
  - [ ] Operating
  - [ ] Equipment
  - [ ] Travel
  - [ ] Other
- [x] Civil Rights
- [x] Service Sites
- [x] Assurances
- [x] Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number: 2022-MC-0007
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

FY 2023 Maryland Criminal Intelligence Network / Heroin Coordinator (MCIN-Her) Grant Program (MCIN-Her)

Applicant: **Worcester County Board of County Commissioners**

Project Title: **Heroin Coordinator Grant**

Worcester **Local Government**

Start Date: **07/01/2022** **Submitted:** **5/19/2022 10:37:54 AM** **DUNS Number:** **101119399**

End Date: **06/30/2023** **Funding Year:** **SAM Expiration:** **12/1/2022**

Applicant:	Implementing Agency:
Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131	Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194 FAX: (410) 632-3131

Authorized Official:	Mitrecic, Joseph M. jmitrecic@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194	President FAX: (410) 632-3131
Project Director:	Reynolds, Kimberly kreynolds@co.worcester.md.us Worcester County Board of County Commissioners County Government Center Room 1103 One West Market Street Snow Hill, MD 21863 (410) 632-1194	Budget Accountant FAX: (410) 632-3131
Fiscal Officer:	Passwaters, Nate npasswaters@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863-1069 (410) 632-2076	Detective Sergeant FAX: (410) 632-2077

Funding Summary	100.0 %	Grant Funds	**$50,615.00**	_____	_____
	0.0 %	Cash Match	**$0.00**	_____	_____
	0.0 %	In-Kind Match	**$0.00**	_____	_____
		Total Project Funds	**$50,615.00**		

Project Summary

The County Commissioners of Worcester County, Heroin Coordinator Grant Program helps to reduce existing gaps in services and fosters collaboration and cooperation among partner agencies and stakeholders in Worcester County. The current grant awarded Heroin Coordinator position is embedded in the Criminal Enforcement Team, the jurisdiction's Drug Task Force. This person has entered data related to drug investigations, drug seizures, drug arrests, heroin/opioid overdoses, deconflictions and other drug related investigative activities into HIDTA's Case Explorer. This person has regularly entered telephone records into the W/B HIDTA Communication Analysis Portal (CAP) as well as the W/B HIDTA PLX system. This person has regularly participated in various enforcement activities with the Criminal Enforcement Team related to the distribution of illegal narcotics including heroin and other opioids. The coordinator position has served all the jurisdictions of Worcester County. The budget for the continuation of the project will cover the personnel expenses and training required of the position.

Problem Statement/Needs Justification

In 2015, the Criminal Enforcement Team conducted a total of 152 investigations and of those 63 were related to heroin. In the same time period there were 93 arrests made and of those 51 were heroin related. In 2016, there were 79 investigations conducted with 42 of those related to heroin. In 2016, there were at least 28 arrests of which, 13 were related to heroin. In 2017, the county had an increase in heroin overdoses with almost the same number of fatals from 2016. In 2017, CET conducted a three month joint local, state and federal investigation into a Selbyville, Delaware open air drug marketplace that was identified as supplying 96% of the heroin to Worcester County. The Heroin Coordinator was instrumental in assisting and gathering information and intelligence prior to and during the investigation of this matter, including telephone analysis. These investigations, arrests and responses to non-fatal and fatal overdoses are conducted by the narcotics task force for the county, which includes only 7 officers in total, and do not include figures from the Ocean City Narcotics Unit as they run independently in their jurisdiction. There are also 4 other municipal law enforcement agencies within the county that may conduct small scale drug investigations and complete arrests that are not included in these figures. The Criminal Enforcement Team and Ocean City Narcotics Unit have investigated a minimum of 440 total overdoses from 2015-present. Since 2017 to present these investigations have included at least 67 fatal heroin/fentanyl/opioid overdoses. The majority of these overdoses were due in full or part to fentanyl intoxication. While the overall overdose numbers were trending downward in 2018, in 2019 Worcester County experienced 64 total overdoses of which 11 were fatal overdoses. Both of these numbers represented a slight increase from 2018. In 2020, the county saw an increase in the total number of overdoses to 72 of which 20 of those were fatal. Calendar year 2020 saw the greatest number of fatal overdoses in Worcester County since numbers began to be reported in 2015. In 2021, the overdose numbers decreased and more importantly the fatal overdoses decreased by 33%. This is due in large part to the continued collaboration facilitated by the heroin coordinator among all the involved partner agencies, which has been made possible by the continuation of the Heroin Coordinator Grant. In 2019, the heroin coordinator, actively participated in a Title III wiretap investigation titled "Operation Royal Flush", with analytical support, electronic surveillance support and other case duties. The case resulted in the arrest and conviction of 16 members of a heroin trafficking and distribution group operating in Lower Delaware and Worcester County, Maryland. The heroin coordinator's activities were a such a vital piece of this investigation that he was requested to testify in two defendants Motions Hearings in Delaware Superior Court regarding some of the information and activities that he had provided in the investigation. In September 2019, Worcester County was recognized and awarded the designation as a High Intensity Drug Trafficking area, which brought much needed resources to the county. The heroin coordinator was and continues to be an integral part of the process, through his entry of information into the appropriate HIDTA data bases, arranging training for members of the unit for access to and the operation of Case Explorer, the PLX system and the LinX data bases. He is also a trainer for the Case Explorer data base and also has access to the HIDTA PMP management system. As a result of the previously awarded grant, the totality of the non-fatal and fatal overdose case reporting has been completely brought up to date and any new overdoses or appropriate case work is entered into HIDTA's Case Explorer system in a timely and complete manner. In 2021, the Worcester County Criminal Enforcement Team again partnered with the Delaware State Police to investigate a multi-state drug trafficking network that was transporting and distributing large amounts of heroin and fentanyl into Delaware, Worcester County, Maryland and other counties on Maryland's Eastern Shore. The Worcester County Heroin Coordinator was able to provide information to investigating detectives regarding the substances and packaging (stamps) found at the scenes of suspected overdoses or arrests that matched with known packaging being distributed by the drug trafficking organization. Throughout the duration of the case, the heroin coordinator was able to provide drug intelligence to investigators regarding overdoses and arrests that may have been relevant to the investigation. On the day of the take down of the case, the heroin coordinator was detailed to the Delaware State Police command post in order to provide live time updates and intelligence to Maryland law enforcement units who were stationed in Maryland and awaiting instructions on how to proceed with enforcement activities. The investigation resulted in the indictment of 55 subjects, the seizure of 330,605 baggies of heroin with a street value of $1,653,025.00 along with other various narcotics. It was the largest seizure of heroin/fentanyl in Delaware history. The heroin coordinator position has been active in community outreach efforts and participates in law enforcement liaison working groups, school groups, community groups and public health working groups. The current onboard heroin coordinator participates in the Worcester County Drug Overdose Fatality Review Team, the Worcester County Opioid Intervention Team (OIT), the Worcester County State's Attorney Opioid Task Force, the W/B HIDTA Intelligence Community monthly roundtable, the monthly Heroin Coordinator information sharing meeting and a Worcester County community group known as the Worcester Warriors Against Opiate Addiction. In 2017, the Heroin Coordinator provided a presentation on the dangers of illicit Fentanyl to attendees of the Worcester Warriors Community Group. Some of those in attendance included, now Maryland State Senator Mary Beth Carozza, former Executive Director Clay Stamp of the Opioid Operational Command Center, former Worcester County State's Attorney and now Worcester County Circuit Court Judge Beau Oglesby, Worcester County Emergency Manager Fred Webster and Ocean City Emergency Manager Joe Theobold, among others. In March 2018, the Worcester County Heroin Coordinator was a featured presenter at the Annual State of Maryland Critical Intervention Team Conference held in Ocean City, Maryland. The heroin coordinator has established liaison with representatives from Atlantic General Hospital, in which education was provided about heroin

stamps. In May 2018, the Worcester County Heroin Coordinator attended and participated in a roundtable discussion regarding cooperative efforts between hospital officials and law enforcement. In the Fall of 2019, the Heroin Coordinator presented information about heroin, fentanyl, overdoses and addiction to a group of Worcester County educators including school

nurses, health and physical education teachers as well as some administrators. In February 2020, the heroin coordinator was the featured presenter at the annual Heroin Coordinators Conference in Greenbelt, Maryland and provided a presentation on cross-collaborative law enforcement efforts in heroin trafficking investigations. In February 2022, the heroin coordinator along with the command supervisor of the Criminal Enforcement Team provided a presentation to several social workers and other employees of the Worcester County Social Services Department. The Delaware State Police Sussex Drug Unit have contacted the Heroin Coordinator for assistance in the past and the coordinator was able to identify the subscribers to two telephone numbers who were suspected in the distribution of heroin that led to a fatal overdose. The Heroin Coordinator established and maintains regular communication with the Ocean City Police Department Criminal analyst about fatal and non-fatal overdoses, suspected substances involved and trends in heroin and other illegal narcotics as seen by investigators. The Heroin Coordinator was trained in the use of the NCR-LinX national data base, which has been utilized to further the investigative activities of the Criminal Enforcement Team. In October 2018, the Heroin Coordinator attended the National Association of Drug Diversion Investigators Conference in Norfolk, Virginia. The information learned at the conference was shared with members of the Criminal Enforcement Team. The Heroin Coordinator regularly provides information to both HIDTA and GOCCP about particular heroin stamps that were associated with multiple overdoses for wider regional dissemination. The information provided to HIDTA is regularly featured in W/B HIDTA annual bulletins and in 2020, the Worcester County Heroin Coordinator obtained and shared information regarding terms, terminology, rules and procedures about the Bloods street gang. In May 2018, the Washington-Baltimore HIDTA issued an intelligence bulletin based upon information provided to them about a potentially lethal heroin/fentanyl stamp from the Worcester County Heroin Coordinator. The Heroin Coordinator assisted the Sergeant of the Criminal Enforcement Team in establishing a Naloxone acquisition and distribution program within the Worcester County Sheriff's Office. The heroin coordinator, on an as needed basis, schedules training with the Health Department for Worcester County Deputies and members of other law enforcement officers who are assigned to the Criminal Enforcement Team to receive instruction in the use of Naloxone. The coordinator also ensures each person who has been trained, receives a Naloxone kit, either provided by the Worcester County Health Department or the Worcester County Sheriff's Office. The coordinator continues to manage the Naloxone education and distribution program for the Worcester County Sheriff's Office. In 2017, the heroin coordinator assisted the Sergeant and Corporal of the Criminal Enforcement Team in the training of law enforcement officers from Maryland's Natural Resource Police, who are assigned to duty in the Counties of Worcester, Wicomico and Somerset on Maryland's Eastern Shore. The heroin coordinator was invited to and participated in a panel discussion held by the Worcester County Health Department. In 2017, the heroin coordinator assisted in the writing and other administrative activities associated in obtaining a State of Maryland grant in the amount of $15,000.00 to be used for the production and airing of public service announcements for the purpose of education and prevention in battling the current opioid crisis. In 2019, the heroin coordinator wrote and submitted a grant to GOCCP, administered by the Worcester Health Department, for funding in the amount of $8,000.00 to cover overtime expenses associated with the "Operation Royal Flush" investigation. In 2018 and 2019, the Heroin Coordinator assisted the CET Sergeant in writing a threat assessment for Worcester County that was presented to a Washington-Baltimore HIDTA review group as the basis for attempting to obtain the designation of Worcester County as a High Intensity Drug Trafficking Area. In 2018, Worcester County was not selected for this designation at the time but in 2019 the heroin coordinator updated the threat assessment for 2019 submission to HIDTA and as indicated earlier, the HIDTA designation was awarded to Worcester County. The heroin coordinator will continue to be tasked with community outreach and liaison activities to the providers of rescue assistance (EMS, hospitals and municipal LEOs) to obtain an accurate accounting of the non -fatal overdoses within the county. The heroin coordinator will continue to participate in the Worcester County Drug Overdose Fatality Review Team, the Opioid Intervention Team, the State's Attorney's Opioid Task Force and all of the other entities that were previously mentioned, while continuing to conduct liaison and outreach efforts with other stake holders within the community. In February 2022, the Worcester County heroin coordinator was awarded a State of Maryland Governor's Citation from Governor Larry Hogan for the professionalism, leadership and activities conducted by the individual in this position. This position will continue to serve as the central repository for information required to be placed into HIDTA's Case Explorer and to facilitate the data extraction from all seized cellular phones involved in drug investigations countywide. The position will also act as a point of reference from HIDTA and/or the Criminal Enforcement Team to the Health Department for treatment referral for those persons who have been identified as having experienced multiple heroin and/or opioid overdoses. The addition of the heroin coordinator position has alleviated the time and administrative demands associated with many of the aforementioned duties previously experienced by members of the Criminal Enforcement Team. Prior to the hiring of the heroin coordinator position, members of the Criminal Enforcement Team had been attempting to manage these demands but without the additional personnel it had become unmanageable given the magnitude of the heroin and opioid epidemic. It is a goal of this project to enhance the prosecutorial capabilities of the State's Attorney's Office by being able to more accurately investigate these matters and manage the data provided by cellular phones and information obtained at crime scenes. With the introduction of fentanyl and xylazine into the already deadly opioid crisis, the heroin coordinator position will continue to be able to track overdoses and stamps associated with these narcotics and provide education and training to members of the Criminal Enforcement Team and other stake holders about these drugs, as well as the ever changing and deadly drug landscape. Through the already established liaison and community connections, the heroin coordinator can continue to provide timely information to HIDTA and GOCCP about regional trends and Worcester County trends seen regarding overdoses and the substances associated with those incidents. The heroin coordinator will continue to enter information and intelligence into the HIDTA Case Explorer system about emerging and current drug information, gang activity and other pertinent criminal activity.

Program Goals and Objectives

· Goal- To increase public safety by addressing the heroin and opioid epidemic through accurate data analysis throughout Worcester County.

o Objective- Enter 100% of available data (drug investigations, arrests, and overdoses) into Case Explorer for dissemination of all drug-related information to HIDTA.

§ Performance measure- number of cases entered into Case Explorer

o Objective- Perform data mapping, on a monthly basis, of investigations and overdoses within the county to identify patterns and trends

§ Performance measure- number monthly mapping updates provided to Criminal Enforcement team members and other necessary law enforcement persons or agencies.

· Goal- To increase information sharing capabilities on all drug investigations, seizures, arrests, overdoses to improve intelligence sharing and prosecutorial actions.

o Objective- Seizure of all cellular phones at the crime scene of a criminal investigation as it relates to opioids.

§ Performance measure- number of phones seized at crime scenes

o Objective- Use CELLEBRITE, or other extracting software, to retrieve data from seized cellular phones

§ Performance Measure- number of phones with data extracted

o Objective- Examine all overdoses as a crime scene to obtain information that may be used for prosecutorial purposes

§ Performance Measure- number of crime scenes investigated

§ Performance Measure- number of cases prosecuted as a result of seized phones or overdoses tracked.

· Goal- To enhance information sharing across Worcester County to accurately track non-fatal opioid overdoses countywide

o Objective- Conduct outreach within all County agencies and entities that treat overdose patients (hospital, emergency medical services, municipal law enforcement, and Ocean City Police Department Narcotics Unit) within first 30 days of program activation.

§ Performance measure- number of outreach meetings held

o Objective- Conduct outreach with the Public Health Entity, Worcester County Health Department, to obtain referral information for provision to the subjects of a non-fatal overdose

§ Performance measure- number of meetings held with Worcester County Health Department behavioral health treatment division

§ Performance measure- number of referrals provided to subjects of non-fatal overdose

In requesting continuation of this program grant, the Worcester County heroin coordinator has successfully met the aforementioned goals and performance measures in all the previous years to include the awarding of the Maryland Governor's Citation for outstanding accomplishments. The heroin coordinator will continue to enter all non-fatal and fatal overdoses, case initiations and deconflictions, will continue to share information with other heroin coordinators, the W/B HIDTA, the health department and other law enforcement and community based agencies.

Program Strategy/Program Logic

Prior to the awarding of the heroin coordinator grant, the Worcester County Criminal Enforcement Team had been sporadically utilizing HIDTA's Case Explorer, but the amount of time devoted to the data capturing had become unmanageable without a dedicated staff person for the task. As the overdoses have increased as well as the number of individuals selling heroin and fentanyl, the number of drug investigations have increased. Without the full-time heroin coordinator position afforded by this grant, it is unlikely the members of the Criminal Enforcement Team would be able to adequately capture the data and report it in a timely effective manner. The unit would certainly not be able to devote the time and effort needed to participate in the various stake holder meetings and foster the relationships needed for effective information sharing and community cooperation. Officers have also been trained in the use of forensic software, including Cellebrite, for the extraction of cellular phone data, but the demands exceeded the capability. The hiring of the Heroin Coordinator position has lead to the timely and complete reporting of both fatal and non-fatal overdoses as well as the timely entry and analysis of data captured from seized cellular telephones. Having the Heroin Coordinator position embedded within the Criminal Enforcement Team, to handle many of the reporting and administrative duties, has allowed the investigators within the unit to maintain focus on their investigative and enforcement activities. The Worcester County Sheriff's Office seeks to retain the current position of Heroin Coordinator for Fiscal Year 2023 in order to continue the aforementioned duties and activities that are currently being undertaken and successfully accomplished by the current on board heroin coordinator.

Program Measurement

Output Measures/Initial Outcome Measures – The output and initial outcome measures for this grant funded program will be the same as have been previously described throughout this document, which includes the entry of non-fatal and fatal heroin/fentanyl overdoses, the entry of case investigations, the entry of deconflictions, the entry of telephone records into the HIDTA CAP, participation and information sharing among various local, state and federal government and non-government partners. The Worcester County Heroin Coordinator provides monthly performance measure outputs and outcomes to the GOCCP Heroin Coordinator Program Manager. The heroin coordinator also enters data into the HIDTA Case Explorer system that is part of the annual HIDTA reporting. In requesting the continuation of this program, the output and initial outcome measures for the 2022 fiscal grant year and Calendar year 2021 as reported by and credited to Worcester County Heroin Coordinator are as follows:

Total Cases entered into Case Explorer – 262

Total Overdoses entered – 93

Total other Drug Cases entered – 82

Investigations enhanced through HIDTA coordination – 22

Fatal overdoses entered – 11

Non-fatal overdoses entered – 82

Dollar amount seized related to heroin/opioid investigations - $14,897.00

Firearms seized related to heroin/opioid investigations – 10

Weight of illicit opioid seized – 2,717.7 grams

Number of prescription opioids seized – 20

Number of non-fatal overdose victims referred to treatment – 30

Number of phone extractions uploaded into CAP from overdoses – 14

Number of phone extractions uploaded into CAP from other investigations – 5

Number of Call Detail Records loaded into CAP from overdoses – 5

Number of Call Detail Records uploaded to CAP from other investigations – 11

In addition, the HIDTA PMP system indicates there were 139 investigative event elements processed and 842 investigative target case deconflictions processed, many of which were done by the Worcester heroin coordinator. Impacts on the long terms outcomes that are anticipated as a result of the continuation of this grant funded position should enhance the efficiency of the Criminal Enforcement Team, lower crime rates, direct more overdose victims into treatment and help prevent repeat overdose victims, increase and enhance information sharing among all stake holders, which will ultimately lead to increased public safety and a better quality of life for both residents and visitors to the county, as well as provide assistance to those suffering from opioid addiction.

Timeline

The Captain of the Worcester County Sheriff's Office will be the lead person on this project and responsible for working with the County Commissioners and county Human Resource Department to ensure retention of this position within the time frame established herein. The lead on this project will work with all county entities to ensure proper procurement and personnel processes are followed. If funds are approved, the current Heroin Coordinator will be retained and continue in the uninterrupted prescribed duties of the position. Any training for this staff person will be coordinated by the project lead and will be conducted before the end of the first quarter of the grant period. The individual currently in the heroin coordinator position already received the pertinent training for the position during the first grant award time frame.

Spending Plan

Personnel costs will be expended evenly in each fiscal quarter. Personnel funds requested will support the position of the Heroin Coordinator. This person will be responsible for maintenance of information into the HIDTA's Case Explorer and CAP as well as assist with data extraction from cellular devices and conduct in-home analyses of overdoses for prosecutorial purposes. Fringe benefits and any COLA will be an in-kind match from the County Commissioners of Worcester County.

Management Capabilities

The Criminal Enforcement Team has the most experience within the jurisdiction at managing narcotics investigations and the data analysis required within this program. The unit is currently comprised of seven investigators from the Worcester County Sheriff's Office, Maryland State Police, Pocomoke Police Department, Ocean Pines Police Department and Ocean City Police Department, some of which are cross designated with Homeland Security Investigations in order to receive Federal authority. The Criminal Enforcement Team falls under the auspices of the Worcester County Sheriff's Office and primarily conducts felony controlled dangerous substance investigations. The Criminal Enforcement Team utilizes covert and overt personnel to conduct these controlled dangerous substance investigations. The types of controlled dangerous substance investigations that are conducted range from street level distribution investigations to Title III, telephonic intercept investigations. The Criminal Enforcement Team also utilizes various methods of technology to assist in these investigation, including a Cellebrite mobile forensic extraction device. There is currently one civilian examiner that is certified to utilize the Cellebrite device. The device has become integral part of controlled dangerous substance investigations, specifically overdose investigations. Recognizing that the Cellebrite device has some limitations, specifically with password protected android devices, one member of the Criminal Enforcement Team has also completed and received certification to utilize "JTAG" and "CHIP-OFF" extraction methods. These methods are utilized to extract data from cellular telephone directly from "Flash" of the cellular telephone, bypassing locking mechanisms on the cellular telephone. This method will often garner deleted information on a cellular telephone as well. Due to the rarity of this resource, the Criminal Enforcement Team has provided, and continues to provide, this resource to numerous agencies in the region, including the Maryland State Police Homicide Unit. Due to the success with information obtained utilizing the Cellebrite universal forensic extraction device, numerous felony controlled dangerous substance cases were successfully prosecuted, some of which were heroin distribution investigations that stemmed from an overdose. The Criminal Enforcement Team initiated response protocols in 2013 for overdose investigations. Each overdose that occurs, members of the Criminal Enforcement Team will respond when notified in order to further that investigation and also conduct forensic extractions on all cellular telephones that are recovered on any overdose scene.

- Present Staff: Project Director-

Captain Nathaniel J. Passwaters has over twenty years of law enforcement experience. During those 20 years, Captain N. Passwaters has been involved and assigned in a drug enforcement capacity for approximately sixteen of those years. In 2002, Passwaters accepted a position with the Worcester County Sheriff's Office and was assigned to a drug enforcement unit. In 2008, Passwaters became a vital asset in developing the Worcester County Criminal Enforcement Team which is commonly referred to as the Drug Task Force. In 2021, Passwaters was promoted to the rank of Captain and has the direct command staff supervisory duties for the Criminal Enforcement Team. In 2021, Shane Musgrave was promoted to Sergeant of the Criminal Enforcement Team and he has direct day to day supervisory duties over the unit, which includes the heroin coordinator position. Sergeant Musgrave currently oversees all overt and covert operations and investigations within Worcester County regarding drug enforcement. Sergeant Musgrave is also currently cross designated with Homeland Security Investigations. Captain Passwaters also conducts outreach presentations with various organizations throughout Worcester County regarding the dangers of heroin and opioids.

- Key Consultant- State's Attorney for Worcester County Kristin Heiser.

After receiving a Bachelor of Arts in Criminology and Criminal Justice from the University of Maryland – College Park, Heiser obtained her Juris Doctor from the University of Maryland School of Law. She was admitted to practice in December of 2007 and was soon thereafter appointed as an Assistant State's Attorney for Worcester County. She began handling a wide variety of cases and was assigned as liaison between the State's Attorney's Office and law enforcement agencies on policy matters. In 2011, she accepted a position as an ASA in Wicomico County, to gain a wider breadth of experience handling more difficult cases and managing the District Court Division. She was responsible for the hiring, training and supervision of all new prosecutors in Wicomico County until 2018, when she was successful in her bid to become the State's Attorney for Worcester County, Maryland. She was sworn in as State's Attorney on January 7, 2019 and is now responsible for performing such duties as defined by the Maryland Constitution. These duties include overseeing all divisions of the Office of The State's Attorney and ensuring that each case is handled with the attention and care that justice demands. SA Heiser serves on several committees (both community and law enforcement) including the Drug and Alcohol Council and the Opioid Awareness Task Force.

- Senior Budget Accountant- Kim Reynolds

Received a Bachelor Degree in Accounting from LaSalle University in Philadelphia, PA. Worked for a CPA firm before joining the Worcester County Government staff in 2007. Kim has budget and grant experience assisting many departments in Worcester County with grant applications, quarterly financials and audit compliance over the past fourteen years.

- Requested Personnel- Heroin Coordinator

A fulltime staff position, with the duties described herein as a Heroin Coordinator, reporting to the Project Director. This position is currently funded. The position will continue to be responsible for entering all drug investigations, drug seizures, drug arrests, heroin and opioid overdoses, and other drug-related investigative activities into HIDTA's Case Explorer, as well as assist with law enforcement drug-related cellular phone extract uploads into HIDTA's CAP. The Heroin Coordinator will also conduct in-home analyses to further examine overdoses for prosecutorial purposes.

Sustainability

The Worcester County Sheriff's Office will seek Federal, State, County, and Local resources to continue this program after the grant period ends. The Office will work with other local enforcement agencies to identify resources and sources of funding that may be available. One time purchases require no additional resources and will be fully funded in this application.

Applicant Disclosure of Pending Applications Statement

The Worcester County Sheriff's Office does not have pending applications submitted within the last 12 months for federally funded assistance that includes requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Unique Entity Identifier and SAM.GOV Expiration Date

Unique Entity ID# KEA9KRV8GPG3

SAM Expiration Date: 12/1/2022

DUNS#101119399

Person Completing the Project Narrative

Timothy C. Sponaugle

Drug Intelligence/Heroin Coordinator

Criminal Enforcement Team

Worcester County Sheriff's Office

1 West Market Street, Room 1001

Snow Hill, MD 21863

410-632-2076 - Office

Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	$50,615.00	$0.00	$0.00	$50,615.00
Operating Expenses	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Grand Total	**$50,615.00**	**$0.00**	**$0.00**	**$50,615.00**

Category A - Personnel

Control Number: 2022-MC-0007

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Heroin Coordinator	1	Salary	Grant Funds	$50,615.00
					$50,615.00

1. The full time staff position spends 100% of his time on the program and is responsible for all drug investigations, drug seizures, drug arrests, heroin and opioid overdoses and other drug related investigation activities being entered into HIDTA's CAP. The Heroin Coordinator also conducts in home analysis to further examine overdoses for prosecution purposes. All fringe benefits and COLA increases are an in kind match by The County Commissioners of Worcester County.

V. Civil Rights Requirements

1. Civil rights contact person: Norton, Stacey - Director of Human Resources

2. Organization: Worcester County Board of County Commissioners

3. Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

4. Telephone Number: (410) 632-0090

5. Number of persons employed by the organization unit responsible for implementation of this grant: 14

Project Service Sites

Site 1

Service Site	Worcester County
Apt. Suite, No. Street	
City	Snow Hill
State & Zip	MD 21863

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ° 3789d): the Victims of Crime Act (42 U.S.C. ° 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ° 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. ° 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. ° 704); the Americans with Disabilities Act of 1990 (42 U.S.C. ° 12131-34); the Education Amendments of 1972 (20 U.S.C. ° 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. ° 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of $500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General http://www.goccp.maryland.gov/grants/general-conditions.php and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: http://www.archives.gov/eeo/laws/title-vi.html

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official **Date**

Mitrecic, Joseph M. - President

Name and Title

Control Number: 2022-MC-0007

Certification Regarding Lobbying

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 –

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 –

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant:	Worcester County Board of County Commissioners
Address:	County Government Center Room 1103 One West Market Street Snow Hill, MD 21863
Project Title:	Heroin Coordinator Grant
Federal ID Number:	52-6001064
Authorized Representative:	Mitrecic, Joseph M. - President

Signature: _____

Signature of Authorized Official **Date**

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.

RECEIVED
MAY 27 2022
By

MARYLAND'S Coast
WORCESTER COUNTY

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 26, 2022
SUBJECT: Worcester Arts Council Grant Acceptance

The Recreation & Parks Department is requesting permission to accept a mini-grant with the Worcester County Arts Council that has been awarded to us in the amount of $500. The funds will be used for our Art in the Park program that is being planned for this fall at Newtown Park.

Local kids will paint a community art mural that reflects their favorite memory of a recreational program or park. Individualizing parks through the use of public art can create a site that is meaningful, relevant and personal to the user as well as connect the site to a broader community.

Should you have any questions, please feel free to reach out at your convenience.

WORCESTER COUNTY arts COUNCIL

April 19, 2022

Worcester County Recreation and Parks Department
c/o Kelly Buchanan
6030 Public Landing Road
Snow Hill, MD 21863

RE: **Community Arts Development Grant Program**
Mini Grant Application: Art in the Park **CAD # 2022-25**

Dear Kelly:

Your request for the above-mentioned grant was approved by the Board of Directors on April 14, 2022, for funding in the amount of $500.00. Congratulations!

Please remember that we require a Banner/poster displaying the Worcester County Arts Council logo to be displayed at each of the events funded by this grant. Proper credit acknowledgement for the grant needs to be given in all the promotions and advertisements for your project - **please refer to enclosed WCAC Grant Policies for details.**

A check for 75% of the grant award, in the amount of $375.00, along with a WCAC poster/banner to be displayed during the event, will be available for collection a week prior to the event. A check for the remaining $125.00 can be collected after your project/event is held, when the final report is submitted.

Enclosed, please find the Worcester County Arts Council's Granting Policies Form, including requirements which must be followed by all grantees. The Worcester County Arts Council reserves the right to withhold grant payment from grantees that do not comply with these requirements.

Please read and sign the Grant Policies form (enclosed) and return to the Arts Council by May 6, 2022. This form serves as an official grant agreement between the Worcester County Arts Council and the grantee. Grant money will not be released until the Arts Council receives this form signed by you as your acknowledgment of these requirements. Please make a copy of that form for your own records.

Grantees are required to carry out a grant project consistent with the activities approved for funding. The Worcester County Arts Council must be notified, in writing, of any major changes or amendments to the project as described in the grant application. In the event of project cancellation, the grant will be terminated and any unused grant funds must be returned.

Looking forward to seeing you or a representative of your organization at the Worcester County Arts Council's Art Celebration on Tuesday, June 7 from 3:30 pm – 5:00 pm at the Berlin Library 13 Harrison Avenue, Berlin, MD.

Wishing you the best success with your project!

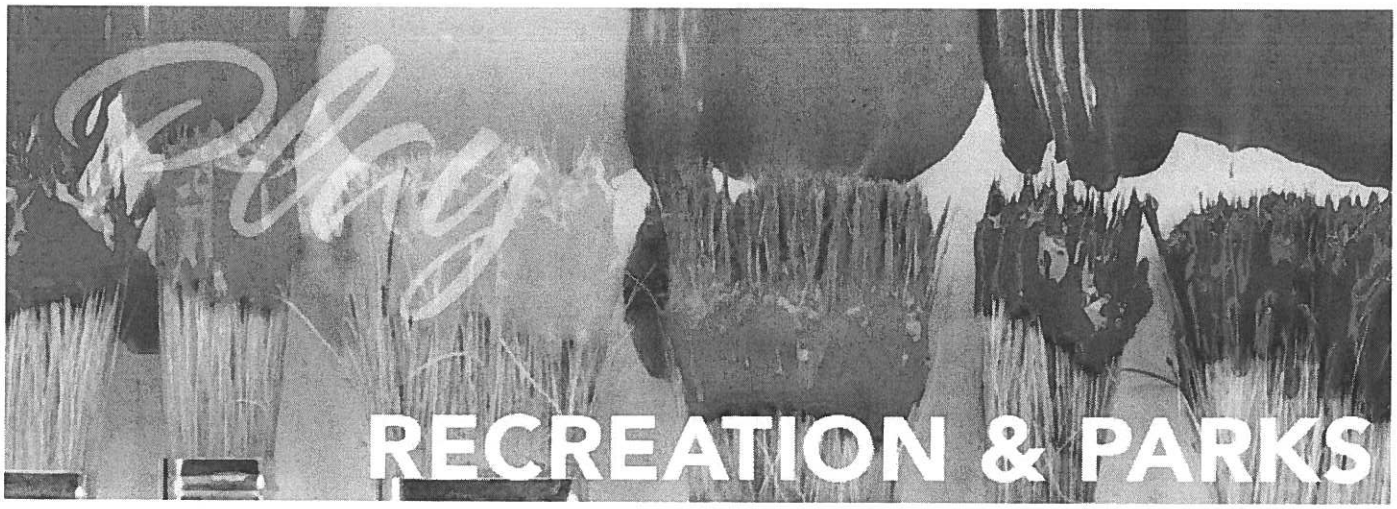
Sincerely,

A. Mullis

Anna Mullis
Executive Director

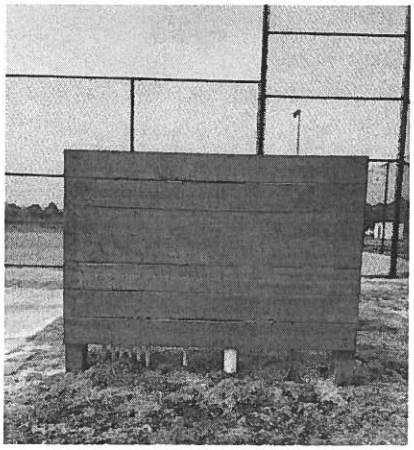
Supporting Arts in Worcester County Since 1976

6 Jefferson Street · Berlin, Maryland 21811 · Phone 410.641.0809 · Fax 410.641.3947
www.worcestercountyartscouncil.org · curator@worcestercountyartscouncil.org



Fall 2022

Art in the Park



PROGRAM INFORMATION

Saturday

October 22

9:00 a.m. - 10:30 a.m. or

11:00 a.m. - 12:30 p.m.

Ages: Families welcome

Cost: FREE

In partnership with: WORCESTER COUNTY arts COUNCIL

Join us as we have fun with T.C. Studios Arts & Entertainment Group. All ages are welcome to participate. The community will be assisting us with a beautifying project and painting a mural onto an electrical panel at Newtown Park. Participants will have the opportunity to paint their own piece of a wooden tile. Pre-registration is not required but encouraged.

Newtown Park
2001 Groton Road, Pocomoke MD 21851

HOW TO REGISTER

In person, mail or online at
www.PlayMarylandsCoast.org

All payments must be received prior to participation
Make checks payable to: Worcester County

MARYLAND'S Coast
WORCESTER COUNTY
Recreation & Parks

For more information contact Kelly Buchanan at (410) 632-2144 x2503 or kbuchanan@marylandscoast.org

WORCESTER COUNTY arts COUNCIL

WORCESTER COUNTY ARTS COUNCIL

COMMUNITY ARTS DEVELOPMENT (CAD) GRANT AMENDMENT REQUEST FORM

Amendments will be considered and authorized only if such changes do not alter the substance or fundamental purpose of the original application.

ORGANIZATION/GRANTEE NAME: Worcester Cty Rec+Parks **REQUEST DATE:** 10/22/22

NAME OF PERSON REQUESTING AMENDMENT: Kelly Buchanan **TITLE:** Program Manager III

CONTACT INFORMATION: PHONE 4106322144 **EMAIL** Kbuchanan@co.worcester.md.us

AWARDED GRANT PROJECT/EVENT TITLE: Art In The Park

GRANT AMOUNT AWARDED: $ 500.00

REASON FOR THE GRANT AMENDMENT: (please add a page if more space is needed)

We misunderstood when the Grant money would be available and changed date of our program.

PLEASE PROVIDE REVISED DATE(s)/TIME(s) OF THE GRANT PROJECT (if changed):

Oct. 22nd 9am-10:30am or
11am-12:30pm

REVISED LOCATION OF THE PROJECT/EVENT (if changed): no change

FOR CHANGES IN SCOPE OF PROJECT OR BUDGETED EXPENSES ALLOCATION: ***PLEASE EXPLAIN (ATTACH ORIGINAL AND AMENDED BUDGET, IF APPLICABLE)***

No changes to budgeted expenses

GRANTEE/ REPRESENTATIVE SIGNATURE: Kelly Buchanan

****

FOR WCAC OFFICE USE ONLY:

APPROVED/DENIED BY: _____ **APPROVAL/DENIAL DATE:** _____

MARYLAND'S Coast
RECEIVED
MAY 27 2022
By
WORCESTER COUNTY

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 26, 2022
SUBJECT: Request Permission to Accept Bid for Engineering Services of South Point Boat Landing

---

The Recreation and Parks Department is requesting the Commissioner's review and approval to award the South Point Engineering Services bid for to George, Miles, and Buhr LLS from Salisbury, Maryland. GMB was the second lowest bidder in the amount of $12,500.

We consulted with the Department of Environmental Programs and our Grant Administrator from Department of Natural Resources to determine that this would be the best option as the low bidder, Smullen Environmental Solutions lacked the necessary experience for this project. Attached, you will find the concurrence letter from the Department of Natural Resources.

The Recreation and Parks Department opened bids on May 9, 2021 for engineering services to design, permit, and assist with the construction phase for the bulkhead repairs at South Point boat ramp, receiving six (6) total bids for the project.

Current South Point Waterway Improvement Fund Budget: $250,000
Pending Funds for FY23: $250,000
Waterway Improvement Fund Grant is 100% reimbursable

Please feel free to contact me at your earliest convenience should you have questions.

Attachments

cc: Jacob Stephens
David Bradford

MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Acting Deputy Secretary

May 16, 2022

Jacob Stephens
Worcester County Parks Superintendent
6030 Public Landing Road
Snow Hill, MD 21863

RE: South Point Landing Bulkhead Engineering Bids
FY2022 Waterway Improvement Fund Grant LG-2314i-22, $250,000

Dear Mr. Stephens,

Thank you for providing the bid documents for the South Point Bulkhead Replacement project(s). Our office concurs with the County's recommendation to award the contract to the second low bid George, Miles and Buhr, LLC on the amount of $12,500.

It is our understanding that the low bidder, Smullen Environmental Solutions, has very limited marine engineering experience as evidenced in the bid proposal you provided. Our department typically recommends a minimum of three years' experience designing standard marine projects and five years for more complicated projects.

Worcester County currently has one grant for this project LG-2314i-22 for $250,000 and a second grant for the bulkhead on the Assateague side of the boat ramp for FY2023 is pending. Please provide a copy of the signed contract with George, Miles and Buhr, LLC when approved by the County Commissioners.

The Department of Natural Resources appreciates Worcester County's continued efforts to improve public boating access in Maryland. Please don't hesitate to contact me if you have any questions.

Sincerely,

Sandi Pepe

Sandi Pepe
Regional Administrator
Waterway Improvement and Infrastructure

cc: Kelly Rados, Director, Worcester County Recreation and Parks

Competitive Bid Worksheet – Proposal For South Point Boat Ramp Bulkhead Design

Bid Deadline/Opening Date: 1:00 P.M., Monday, May 9, 2022

Bids Received by deadline = 6

Vendor's	Total Cost of Services
Whitney Bailey Cox Magnani 300 Joppa Road; Ste. 200 Baltimore, MD 21286	$46,075.00
Smullen Environmental Solutions 6335 Perdue Road Willards, MD 21874	$8,350.00
GMB 206 West Main Street Salisbury, MD 21801	$12,250.00
Bay Land Consultants & Designers, Inc. 7455 New Ridge Road; Ste. T Hanover, MD 21076	$24,000.00
Davis, Bowen & Friedel, Inc. 601 E. Main Street; Ste. 100 Salisbury, MD 21804	$18,100.00
George E. Young, III PC 1603 Market Street Pocomoke, MD 21851	$13,550.00

Worcester County Commissioners

South Point Boat Landing

Bulkhead Design

We submit this bid for the following:

Our proposal for permitting and design services for the proposed bulkhead replacement:

Twelve Thousand Two Hundred Fifty Dollars and Zero Cents

Surveys:	$ 2,500.00
Permitting and Design:	$ 2,500.00
Construction Documents:	$ 3,750.00
Construction Phase Services	$ 3,500.00
Total Cost of Services	$ **12,250.00**

BID MUST BE SIGNED TO BE CONSIDERED

Date: May 9, 2022

Name: A. Reggie Mariner, Jr., P.E.

Company: George, Miles & Buhr, LLC

Address: 206 West Main Street
Salisbury, MD 21801

Telephone: 410-742-3115

Email: rmariner@gmbnet.com

Signature:

Worcester County Commissioners

South Point Boat Landing

Bulkhead Design

We submit this bid for the following:

Our proposal for permitting and design services for the proposed bulkhead replacement:

Surveys:	$ 1,800.00
Permitting and Design:	$ 9,000.00
Construction Documents:	$ 750.00
Construction Phase Services	$ 2,000.00
Total Cost of Services	$13,550.00

BID MUST BE SIGNED TO BE CONSIDERED

Date: May 9, 2022

Name: George E. Young III

Company: George E. Young III P.C.

Address: 1603 Market Street
Pocomoke, MD 21851

Telephone: 410-957-2149

Email: info@gey3pc.com

Signature:

Worcester County Commissioners

South Point Boat Landing

Bulkhead Design

We submit this bid for the following:

Our proposal for permitting and design services for the proposed bulkhead replacement:

___SES submits this proposal for the South Point Boat Landing Bulkhead Design Project. This bid includes services for survey, permitting, design, construction document preparation, geotechnical investigation, and construction phase services._____

Surveys:	$2,750_
Permitting and Design:	$3,800_
Construction Documents:	$400___
Construction Phase Services	$1,400__
Geotechnical Investigation	$7,500__
Total Cost of Services	$15,850__

BID MUST BE SIGNED TO BE CONSIDERED

Date: __May 6th, 2022_____

Name: ____Vanessa S. Smullen_____

Company: _Smullen Environmental Solutions__

Address: __6335 Perdue Road_____

____Willards, MD 21874_____

Telephone: _443-880-3211_____

Email:____vanessa.smullen@gmail.com_____

Signature: _____

Worcester County Commissioners

South Point Boat Landing

Bulkhead Design

We submit this bid for the following:

South Point Boat Landing Bulkhead Design

Our proposal for permitting and design services for the proposed bulkhead replacement:

Please see attached letter for further detail for scope of services.

Surveys:	$ 1,600
Permitting and Design:	$ 7,500
Construction Documents:	$ 6,000
Construction Phase Services	$ 3,000
Total Cost of Services	$18,100

AW

Geotechnical Investigations = $7,500 (Not to exceed) ADD ALTERNATE

BID MUST BE SIGNED TO BE CONSIDERED

Date: May 9, 2022

Name: Andrew Welch, P.E.

Company: Davis, Bowen & Friedel, Inc.

Address: 601 East Main Street, Suite 100

Salisbury, Maryland 21804

Telephone: 410-543-9091

Email: aew@dbfinc.com

Signature: Andrew E. Welch

Worcester County Commissioners

South Point Boat Landing

Bulkhead Design

We submit this bid for the following:

Our proposal for permitting and design services for the proposed bulkhead replacement:

Surveys:	$ 3,000
Permitting and Design:	$ 8,000
Construction Documents:	$ 9,000
Construction Phase Services	$ 4,000
Total Cost of Services	$ 24,000

BID MUST BE SIGNED TO BE CONSIDERED

Date: May 5, 2022

Name: Sepehr Baharlou, PE, Vice President

Company: BayLand Consultants & Designers, Inc.

Address: 7455 New Ridge Road, Suite T
Hanover, MD 21076

Telephone: 410.694.9401

Email: sepehr@baylandinc.com

Signature:

Worcester County Commissioners

South Point Boat Landing

Bulkhead Design

We submit this bid for the following: Complete design for 500± feet of bulkhead, all associated drawings, all associates permits and assisting with bid specifications for construction.

Our proposal for permitting and design services for the proposed bulkhead replacement: Please refer to "Approach to Project" section which describes in detail, WBCM's approach and methodology for this project.

Surveys:	$ 7,225.00
Permitting and Design:	$ 20,170.00
Construction Documents:	$ 13,025.00
Construction Phase Services	$ 5,655.00
Geotechnical Investigation and Report	$ 3,665.00
Total Cost of Services	$ 49,740.00

BID MUST BE SIGNED TO BE CONSIDERED

Date: May 9, 2022

Name: Jesse Lindsay, Executive Vice President

Company: Whitney Bailey Cox & Magnani, LLC

Address: 300 E. Joppa Road, Suite 200

Baltimore, MD 21286

Telephone: 410-512-4523

Email: jlindsay@wbcm.com

Signature:

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRIS CLASING, P.E.
DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: **Weston Young, P.E., Chief Administrative Officer**
Joseph Parker, Deputy Chief Administrative Officer
FROM: **Dallas Baker Jr., P.E., Director** CBS CJ/for
DATE: **May 31, 2022**
SUBJECT: **Worcester County – 2022 Custodial Services Bid Recommendation**

****

Attached for Commissioner review and approval is Public Works recommendation to award the Custodial Services cleaning contract to Sentral Services LLC. for a two-year contract, at a cost of $583,580.40 ($291,790.20 per year). It is also recommended that the optional three-year extension be awarded bringing the five-year total to $1,512,531.56. Three bids were received for Custodial Cleaning Services at twenty-six County facilities. Sentral Services was the low bidder for the two-year and complete five-year term. The current contract, held by Mr. Meticulous Cleaning Service was awarded in 2014 and extended to 2019.

Neither System 4 or Mr. Meticulous have valid business licenses which along with their higher bids exclude them from contract award. Based on the lower pricing, complete bid package submittal and positive current customer comments, Public Works recommends awarding the Custodial Services contract to Sentral Services LLC.

Below is a list of the Bidder's pricing.

BASE BID

ID	BIDDER	TWO YEAR TOTAL PRICE
1	Sentral Services LLC.	$583,580.40
2	System 4	$612,820.00
3	Mr. Meticulous Cleaning Service	$873,704.00

OPTIONAL YEARLY PRICING

ID	BIDDER	YR. 3	YR. 4	YR. 5	5 YR TOTAL
1	Sentral Services LLC.	$300,543.91	$309,560.22	$318,847.03	$1,512,531.56
2	System 4	$337,010.00	$353,860.00	$371,570.00	$1,675,260.00
3	Mr. Meticulous Cleaning Service	$480,537.20	$528,590.92	$581,450.01	$2,464,282.13

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

Attachments;
Custodial Service Bid Worksheet
Sentral Services Bid
System 4 Bid
Mr. Meticulous Bid

cc: Chris Clasing
Michael Hutchinson

Competitive Bid Worksheet – Custodial Services

Bid Deadline/Opening Date: 1:00 P.M., Monday, May 9, 2022

Bids Received by deadline = 3

Vendors =	**Sentral Services, LLC** 10441 Metropolitan Ave. Kensington, MD 20895	**System 4 Facilities Serv. Mgmt.** 34745 Burbage Rd. Frankford, De 19945	**Mr. Meticulous** P.O. Box 2441 Salisbury, MD 21802
Price Years 1 & 2/Building – **Total**	$583,580.40	$612,820.00	$873,704.00
Price Year 3/ Building - **Total**	$300,543.91	$337,010.00	$480,537.20
Price Year 4/ Building - **Total**	$309,560.22	$353,860.00	$528,590.92
Price Year 5/ Building - **Total**	$318,847.03	$371,570.00	$581,450.01
Total	$1,512,531.56	$1,675,260.00	$2,464,282.13

2022 Custodial Services Schedule
Bid Pricing

NO.	BLDG.	LOCATION	VISITS PER WK	VISITS PER YR	Price per Visit PER Building	Price Years 1 & 2 per Building	Price Year 3 per Building	Price Year 4 per Building	Price Year 5 per Building
1	Senior Center	Berlin	1	52	$ 81.27	$ 8,452.08	$ 4,352.82	$ 4,483.41	$ 4,617.91
2	Library	Berlin	3	156	$ 93.73	$ 29,243.76	$ 15,060.54	$ 15,512.35	$ 15,977.72
3	Health Department	Berlin	3	156	$122.18	$ 38,120.16	$ 19,631.88	$ 20,220.84	$ 20,827.46
4	Dental Clinic	Berlin	1	52	$ 83.78	$ 8,713.12	$ 4,487.26	$ 4,621.87	$ 4,760.53
5	IOW SVC BLDG	Bishopville	2	104	$ 61.22	$ 12,733.76	$ 6,557.89	$ 6,754.62	$ 6,957.26
6	Fire Training Center	Newark	1	52	$ 60.80	$ 6,323.20	$ 3,256.45	$ 3,354.14	$ 3,454.77
7	Senior Center	Ocean City	1	52	$119.33	$ 12,410.32	$ 6,391.31	$ 6,583.05	$ 6,780.55
8	Library	Ocean City	3	156	$ 82.32	$ 25,683.84	$ 13,227.18	$ 13,623.99	$ 14,032.71
9	Health Department	Ocean City	2	104	$ 53.59	$ 11,146.72	$ 5,740.56	$ 5,912.78	$ 6,090.16
10	WWW	Ocean Pines	2	104	$ 43.37	$ 9,020.96	$ 4,645.79	$ 4,785.17	$ 4,928.72
11	Library	Ocean Pines	3	156	$102.90	$ 32,104.80	$16,533.97	$ 17,029.99	$ 17,540.89
12	Welcome Center	Pocomoke	1	52	$ 77.32	$ 8,041.28	$ 4,141.26	$ 4,265.50	$ 4,393.46
13	Library	Pocomoke	3	156	$57.77	$ 18,024.24	$ 9,282.48	$ 9,560.96	$ 9,847.79
14	Service Building Health Department	Pocomoke	4	156	$ 73.07	$ 22,797.84	$ 11,740.89	$ 12,093.11	$ 12,455.91
15	Service Building Senior Center	Pocomoke	1	52	$ 69.73	$ 7,251.92	$ 3,734.74	$ 3,846.78	$ 3,962.18
16	Senior Center	Snow Hill	2	104	$206.03	$ 42,854.24	$ 22,069.93	$ 22,732.03	$ 23,413.99
17	Health Department	Snow Hill	3	156	$303.86	$ 94,804.32	$ 48,824.22	$ 50,288.95	$ 51,797.62
18	Tourism	Snow Hill	1	52	$ 57.47	$ 5,976.88	$ 3,078.09	$ 3,170.44	$ 3,265.55
19	Board of Elections	Snow Hill	1	52	$ 54.36	$ 5,653.44	$ 2,911.52	$ 2,998.87	$ 3,088.83
20	State's Attorney	Snow Hill	2	104	$ 94.47	$ 19,649.76	$ 10,119.63	$ 10,423.22	$ 10,735.91
21	Roads	Snow Hill	2	104	$ 38.94	$ 8,099.52	$ 4,171.25	$ 4,296.39	$ 4,425.28
22	Solid Waste	Newark	2	104	$ 35.86	$ 7,458.88	$ 3,841.32	$ 3,956.56	$ 4,075.26
23	Recycle	Newark	2	104	$ 34.47	$ 7,169.76	$ 3,692.43	$ 3,803.20	$ 3,917.30
24	Government Center	Snow Hill	3	156	$420.86	$131,308.32	$ 67,623.78	$ 69,652.50	$ 71,742.07
25	Animal Control	Snow Hill	1	52	$ 43.03	$ 4,475.12	$ 2,304.69	$ 2,373.83	$ 2,445.04
26	Bank St.Bldg	Snow Hill	1	52	$ 58.29	$ 6,062.16	$ 3,122.01	$ 3,215.67	$ 3,312.14
				TOTAL	2530.02	$583,580.40	$300,543.91	$309,560.22	$318,847.03

MUST BE SIGNED, DATED and COMPLETE TO BE CONSIDERED

Signed _____ Date 05/06/2022

Company Name: Sentral Services, LLC

Print: Gregory Tucker

Company Address: 10441 Metropolitan Avenue, Kensington, MD 20895

Title: President

Telephone: (301) 339-0517

Email: gtucker@sentralservices.com / or bids@sentralservices.com

NOTE: Signature above constitutes receipt of all bid documents

2022 Custodial Services Schedule
Bid Pricing

No.	BUILDING	LOCATION	VISITS DAYWK.	VISITS DAYYR	Price per Visit DAY Building	Price Years 1 & 2 per Building	Price Year 3 Per Building	Price Year 4 Per Building	Price Year 5 Per Building
1	Comm on Aging / Senior Center	Berlin	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
2	Library	Berlin	3	156	$ 105.00	$ 16,380	$ 18,020	$ 18,920	$ 19,870
3	Health	Berlin	3	156	$ 110.00	$ 17,160	$ 18,880	$ 19,820	$ 20,810
4	Dental	Berlin	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
5	Isle of Wight / IOW SVC BLDG	Bishopville	2	104	$ 62.50	$ 6,500	$ 7,150	$ 7,510	$ 7,890
6	Fire Training Center	Newark	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
7	Comm on Aging / senior center	Ocean City	1	52	$ 92.50	$ 4,810	$ 5,290	$ 5,550	$ 5,830
8	Library	Ocean City	3	156	$ 102.50	$ 15,990	$ 17,590	$ 18,470	$ 19,390
9	Health Department	Ocean City	2	104	$ 62.50	$ 6,500	$ 7,150	$ 7,510	$ 7,890
10	Water/WS	Ocean Pines	2	104	$ 62.50	$ 6,500	$ 7,150	$ 7,510	$ 7,890
11	Library	Ocean Pines	3	156	$ 120.00	$ 18,720	$ 20,590	$ 21,620	$ 22,700
12	Welcome Center	Pocomoke	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
13	Library	Pocomoke	3	156	$ 70.00	$ 10,920	$ 12,010	$ 12,610	$ 13,240
14	Health	Pocomoke	3	156	$ 70.00	$ 10,920	$ 12,010	$ 12,610	$ 13,240
15	Comm on Aging	Pocomoke	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
16	Comm on Aging	Snow Hill	2	104	$ 192.50	$ 20,020	$ 22,020	$ 23,120	$ 24,280
17	Health	Snow Hill	3	156	$ 297.50	$ 46,410	$ 51,050	$ 53,600	$ 56,280
18	Tourism/Eco.Dev.	Snow Hill	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
19	Board of Elections	Snow Hill	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
20	States Attorney	Snow Hill	2	104	$ 87.50	$ 9,100	$ 10,010	$ 10,510	$ 11,040
21	Roads	Snow Hill	2	104	$ 45.00	$ 4,680	$ 5,150	$ 5,410	$ 5,680
22	Recycling	Newark	2	104	$ 35.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
23	Solid Waste	Newark	2	104	$ 35.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
24	Government Center	Snow Hill	3	156	$ 460.00	$ 71,760	$ 78,940	$ 82,890	$ 87,030
25	Animal Control	Snow Hill	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
26	Extension	Snow Hill	1	52	$ 70.00	$ 3,640	$ 4,000	$ 4,200	$ 4,410
				TOTAL	$ 2,640.00	$ 306,410	$ 337,010	$ 353,860	$ 371,570

BID MUST BE SIGNED, DATED and COMPLETE TO BE CONDSIDERED

Signed _____ Date 5/9/2022 Company Name Schoon Inc DBA System4 of Delaware

Print Alexander Wilson Company Address 200 Continental Dr, Stuite 401, Newark, DE 19713

Title President Telephone 302-668-0850 / 302-894-7574

Email awilson@system4.com

Note: Signature above constitutes receipt of all bid documents

System4 Note: Quoted prices are contingent on being awarded all sites

2022 Custodial Services Schedule
Bid Pricing

NO.	BLDG.	LOCATION	VISITS DArWK.	VISITS DRrYR.	Price per Visit DRr Buildina	Price Years 1 & 2 per Buildina	Price Year 3 per Buildina	Price Year 4 per Buildina	Price Year 5 per Buildina
1	Senior Center	Berlin	1	52	96	4,992.00	5,491.20	6,046.32	6,644.35
2	Library	Berlin	3	156	145	22,620.	24,880.	27,330.20	30,107.22
3	Health Department	Berlin	3	156	186	29,016.00	31,888.00	35,076.80	37,374.48
4	Dental Clinic	Berlin	1	52	75	3,900.00	4,290.00	4,719.00	5,190.90
5	IOW SVC. BLDG	Bishopville	2	104	100	10,400.00	11,440.	12,584.00	13,842.40
6	Fire TrainnQ Center	Newark	1	52	75	3,900.00	4,290.00	4,719.00	5190.90
7	Senior Center	Ocean Citv	1	52	175	9,100.00	10,010.00	11,011.00	12,112.10
8	Library	Ocean Citv	3	156	144	22,464.00	24,710.40	27,181.44	29,899.58
9	Health Department	Ocean Citv	2	104	150	15,600.00	17,160.00	18,876.00	20,763.60
10	WWW	Ocean Pines	2	104	145	15,080.00	16,588.	18,246.80	20,071.48
11	Library	Ocean Pines	3	156	150	23,400.00	25,740.00	28,314	31,145.40
12	Welcome Center	Pocomoke	1	52	50	2,600.00	2,860.	3146.00	3460.60
13	Library	Pocomoke	3	156	100	15,600.00	17,160.00	18,876.00	20,763.60
14	Service Building Health Deoartment	Pocomoke	3	156	100	15,600.00	17,160.00	18,876.00	20,763.60
15	Service Building Senior Center	Pocomoke	1	52	75	3900.00	4,290.00	4,719.00	5190.00
16	Senior Center	Snow Hill	2	104	275	28,600.00	31,460.00	34,606.00	38,066.60
17	Health Deoartment	Snow Hill	3	156	450	70,200	77,220.00	84,942.00	93,436.20
18	Tourism	Snow Hill	1	52	72	3744.00	4118.40	4530.24	4985.26
19	Board of Elections	Snow Hill	1	52	96	4992.00	5491.20	6040.32	6644.35
20	State's Attorney	Snow Hill	2	104	145	15,080.00	16,588.00	18,246.80	20,071.48
21	Roads	Snow Hill	2	104	75	7800.00	8580.00	9438.00	10,381.80
22	Solid Waste	Newark	2	104	75	7800.00	8580.00	9438.00	10,381.80
23	Recycle	Newark	2	104	75	7800.00	8580.00	9438.00	10,381.80
24	Government Center	Snow Hill	3	156	550	85,800.00	94,380.00	103,818.00	114,199.80
25	Animal Control	Snow Hill	1	52	80	4160.00	4576.00	5033.60	5536.96
26	Bank St.Bldg	Snow Hill	1	52	70	3640.00	4004.00	4404.40	4844.84
				TOTAL	3723	436,852.00	480,537.20	508,590.92	581,450.01

BID MUST BE SIGNED, DATED and COMPLETE TO BE CONSIDERED

Signed: [signature] Date: 05/01/2022 Company Name: Mr. Meticulous Cleaning Service, Inc.

Print: Nicholas Eskridge Company Address: P.O. Box 2411 Salisbury, MD 21802

Title: President Tele hone: (443) 523 - 7258

Email mrmeticulouscleaningservice@gmail.com

NOTE: Signature above constitutes receipt of all bid documents

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

DALLAS BAKER JR., P.E.
DIRECTOR

CHRIS CLASING, P.E.
DEPUTY DIRECTOR

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

DIVISIONS

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

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

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

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

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

MEMORANDUM

TO: **Weston Young P.E., Chief Administrative Officer**
Joseph Parker, Deputy Chief Administrative Officer
FROM: **Christopher S. Clasing, P.E., Deputy Director** CSC
DATE: **May 31, 2022**
SUBJECT: **Bishopville Recycling Center Bid Package**

Public Works is requesting Commissioner approval to advertise the attached bid package for the Bishopville Recycling Center. This project will cover the construction of the Bishopville Recycling Center site operation and security upgrades for the Public Works Solid Waste Division. A total of $230,378 in funding is available for this project in the FY' 22 Assigned Fund Balance line item titled "Recycling and Home Owner Convenience Center Repair/Upgrades".

The project consists of the construction of a concrete pad, fencing, site work, site lighting, CCTV cameras, electrical service, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications.

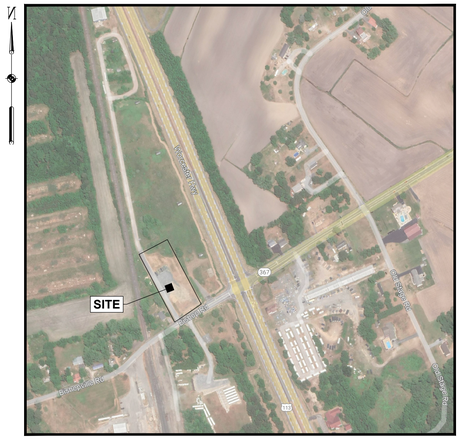
If you have any questions, please feel free to contact me.

Attachments

cc: Dallas Baker Jr, P.E. Director

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES
BISHOPVILLE, MARYLAND

LOCATION MAP
SCALE: 1" = 3 mi.



VICINITY MAP
SCALE: 1" = 600'

SHEET LIST

DRAWING NO.	SHEET NO.	DRAWING TITLE
G-001	1	TITLE SHEET
C-101	2	EXISTING CONDITIONS PLAN
C-201	3	PROPOSED SITE PLAN
C-202	4	PROPOSED SITE PLAN INSET AND DETAILS

GENERAL NOTES:

1. BASE MAPPING PROVIDED BY L.E. BUNTING SURVEYS INC. ELECTRONICALLY. TITLE BLOCK WITHIN ELECTRONIC FILES LABELED AS "L.E. BUNTING SURVEYS INC. MARYLAND AND VIRGINIA LAND SURVEYS, 24 BROAD STREET, BERLIN 21811 (410) 641-3313" AND IS DATED AS 2-06-2008.
2. LOCATION OF GRAVEL AREA AND DUMPSTERS WERE DIGITIZED IN FROM A GOOGLE EARTH IMAGE DATED MAY 2021.
3. UTILITY INFORMATION IS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL LOCATE AND TAKE THE NECESSARY PRECAUTIONS TO LOCATE AND PROTECT THE EXISTING UTILITIES. CONTRACTOR SHALL NOTIFY "MISS UTILITY" AT LEAST 48 HOURS PRIOR TO EXCAVATION.
4. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, AND PROCEDURES, UTILIZED FOR THE CONSTRUCTION UNDER THE SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY OF THE PUBLIC AND CONTRACTOR'S EMPLOYEES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND STANDARD CONSTRUCTION PRACTICES.
5. FAILURE TO MENTION SPECIFICALLY ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THIS PROJECT SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH WORK.
6. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY WORCESTER COUNTY STANDARDS.
7. ALL DIMENSIONS, LOCATIONS, AND ELEVATIONS OF EXISTING STRUCTURES SHOWN ON THE CONTRACT DRAWINGS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH WORK.
8. ALL ASPECTS OF CONSTRUCTION AND EQUIPMENT INSTALLATION SHALL BE PERFORMED / INSTALLED PLUM AND TRUE AND SHALL CONFORM TO THE PRACTICES OF GOOD WORKMANSHIP.
9. MATERIAL DEMOLISHED/SALVAGED DURING CONSTRUCTION SHALL BECOME THE CONTRACTOR'S PROPERTY UNLESS OTHERWISE NOTED ON THE PLANS AND/OR SPECIFICATIONS.
10. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS CONCERNING SAFETY AND PRESERVATION OF EXISTING UTILITIES ADJACENT TO ANY WORK AND IS RESPONSIBLE FOR THE PROTECTION OF EXISTING STRUCTURES (BELOW GRADE AND ABOVE GRADE) DURING THE COURSE OF DEMOLITION AND CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AND THE COSTS OF SUCH REPAIR SHALL BE BORNE BY THE CONTRACTOR.
11. CONTRACTOR SHALL TAKE EVERY MEASURE TO PREVENT ANY AND ALL DAMAGE TO NEIGHBORING PROPERTIES. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL SUCH DAMAGE AND WILL REPAIR AND / OR REPLACE ANY OBJECT, PLANT OR PIECE OF PROPERTY TO ORIGINAL STATE ON ADJACENT PROPERTIES THAT IS DAMAGED IN ANY WAY DUE TO THIS CONSTRUCTION.
12. ALL WORK SHALL BE COORDINATED WITH WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS. CONTRACTOR SHALL PROVIDE FOR AND MAINTAIN TRAFFIC ACCESS TO THE ADJACENT PROPERTY OWNERS AT ALL TIMES.
13. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE CONSTRUCTION SITE SECURE AT ALL TIMES.
14. JOB SITE SAFETY SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
15. CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK IN ACCORDANCE WITH STATE AND FEDERAL CONFINED SPACE SAFETY REGULATIONS AS REQUIRED.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF SURFACES IN ALL DISTURBED AREAS.
17. ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, SOD, ETC., IF DAMAGED, SHALL BE RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR.
18. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
19. THE CONTRACTOR SHALL PROVIDE SURVEY CONSTRUCTION STAKEOUT FOR ALL NECESSARY LINE, GRADES, AND ELEVATIONS OF THE PROPOSED FACILITIES.
20. THE CONTRACTOR SHALL MAINTAIN AN "AS-BUILT" DRAWING RECORD OF THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL RECORD ALL DEVIATIONS FROM THE CONTRACT DOCUMENTS AS THEY OCCUR, TO CLEARLY DEPICT HOW WORK WAS ACTUALLY CONSTRUCTED. PARTICULAR ATTENTION SHALL BE GIVEN TO ACCURATE RECORDINGS OF CONCEALED WORK. THE "AS-BUILT" RECORD SHALL INCLUDE DESCRIPTIONS, DRAWINGS, SKETCHES, MARKED PRINTS, AND SIMILAR DATA SHALL BE MAINTAINED AT THE JOB SITE AND SHALL BE KEPT CURRENT ON A DAILY BASIS AS WORK PROGRESSES. ALL "AS-BUILT" DRAWINGS AND RELATED DATA SHALL BE SUBJECT TO REGULAR SURVEILLANCE BY THE OWNER'S ON-SITE REPRESENTATIVE.

PROJECT AND SITE DATA

1. OWNER: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
   1 WEST MARKET STREET, ROOM 1103
   SNOW HILL, MARYLAND 21863
   CONTACT: MR. DALLAS BAKER, P.E.
   PHONE: 410-632-5623 X2300
   EMAIL: DBAKER@CO.WORCESTER.MD.US
2. APPLICANT: WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
   6113 TIMMONS ROAD
   SNOW HILL, MARYLAND 21863
   CONTACT: MR. DALLAS BAKER, P.E.
   PHONE: (410) 632-5623 X2300
   EMAIL: DBAKER@CO.WORCESTER.MD.US
3. ENGINEER: EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC
   11200 RACETRACK ROAD, UNIT 101A
   OCEAN PINES, MARYLAND 21811
   CONTACT: STEVEN LEMASTERS, P.E.
   PHONE: 410-641-5341
   EMAIL: SLEMASTERS@EAEST.COM
4. SITE ADDRESS: 9945 BISHOPVILLE ROAD, BISHOPVILLE, MD 21813
5. PROPERTY : TAX MAP 09, PARCEL 0264, GRID 014, AREA= 1.99 ACRES
6. FLOODPLAIN: ZONE X (UNSHADED): AREAS DETERMINES TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FIRM PANEL 24047C0040H LAST REVISED JULY 16, 2015.
7. SOILS PRESENT: MuA - MULLICA-BERRYLAND COMPLEX (HSG A/D)
8. PROPOSED L.O.D.: 4,500 SF OR 0.10 ACRES
9. FOREST CONSERVATION IS NOT REQUIRED AS LESS THAN 40,000 SQUARE FEET OF TREES WILL BE IMPACTED.
10. NO PART OF THE PROJECT RESIDES WITHIN THE CRITICAL AREA BUFFER.
11. NO WETLANDS WILL BE DISTURBED AS A PART OF THE PROJECT.

ABBREVIATIONS

AC	ACRES
APPRX	APPROXIMATELY
BLDG	BUILDING
CATV	CABLE TELEVISION
COMM	COMMUNICATIONS
CONC	CONCRETE
CL	CENTERLINE
EL/ELEV	ELEVATION
ESC	EROSION AND SEDIMENT CONTROL
EX/EXIST	EXISTING
FL	FLOWLINE
FT	FEET
INV	INVERT
NAD 83	NORTH AMERICAN DATUM OF 1983
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
NO.	NUMBER
OHE	OVERHEAD ELECTRIC
PR	PROPOSED
SCH	SCHEDULE
SF	SQUARE FEET
SWM	STORMWATER MANAGEMENT
TYP	TYPICAL
UGND/UG	UNDERGROUND
W/	WITH
WSEL	WATER SURFACE ELEVATION

LEGEND

DESCRIPTION	EXISTING	PROPOSED
COMM CATV PEDESTAL	C	N/A
COMM TELEPHONE PEDESTAL	T	N/A
ELECTRIC LIGHT POST	#	N/A
ELECTRIC UTILITY POLE	#	N/A
ELECTRIC GUY WIRE		N/A
ELECTRIC GUY POLE		N/A
ELECTRIC OVHD LINE	OHE OHE	N/A
ELECTRIC UGND LINE	N/A	E E
PROPERTY MARKER		
PROPERTY BOUNDARY		N/A
PROPERTY BOUNDARY ADJOINER		N/A
PROPERTY SETBACK		N/A
RIGHT-OF-WAY		N/A
SITE SIGN		N/A
SITE BOLLARD		N/A
SITE SPOT ELEVATION	+ 7.6	7.60
SITE CONTOUR	6	6
SITE CONCRETE		
SITE FENCE	X X X X	X X X X
STORMDRAIN PIPE		N/A
PLAN KEYNOTE CALLOUT	N/A	1
ESC LIMIT OF DISTURBANCE	N/A	LOD LOD
ESC SILT FENCE	N/A	SF SF
GRAVEL PAVEMENT		
LIGHT POLE WITH FIXTURE AND CCTV	N/A	
UTILITY PROVIDER ELECTRICAL METER	N/A	E
CIRCUIT PROTECTION	N/A	
BOLLARD	N/A	
CONCRETE BOUNDARY MARKER		N/A
REBAR BOUNDARY MARKER		N/A
ACCESS EASEMENT		N/A

THE FACILITY TO BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.

WORCESTER COUNTY, DIRECTOR OF PUBLIC WORKS DATE

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGN INFORMATION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	PROJECT MANAGER:
NWH/SCL	NWH	SMD	DOK

SEAL

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 THE STATE OF MARYLAND, LICENSE NO. 55422 EXPIRATION DATE: DECEMBER 16, 2023

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES
BISHOPVILLE, MARYLAND

TITLE SHEET

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341
www.eaest.com

SCALE AS SHOWN

FULL SIZE PLOT: 24" x 36"

DATE: MAY 2022

PROJECT NUMBER: 1060946

G-001

SHEET: 1 OF 4

100% PLANS - FOR CONSTRUCTION

FILE PATH: \\OCEANPINES\PROJECTS\DOCS\WORCESTER COUNTY\1060946 - BISHOPVILLE RECYCLING FACILITY\CAD\PRODUCTION\DESIGN SET\BISHOPVILLE HOMEOWNER'S DROP OFF_SET.DWG [G-001] LEMASTERS, STEVEN 5/26/2022 4:08 PM

N/F
FREAS C. & BARBARA J. KINNEY
SVH 4341/48 PARCEL # 347
TAX MAP # 9

N/F
FREAS C. & BARBARA J. KINNEY
SVH 4341/48 - PARCEL # 347
TAX MAP # 9

N/F
COUNTY COMMISSIONERS OF
WORCESTER COUNTY
DEED: 00349/00270
PARCEL # 0264
TAX MAP # 9

N/F
ELIZABETH ANN BERTRAND &
THOMAS J. MEEHAN
FWH 571/305 - PARCEL # 292
TAX MAP # 9

BISHOPVILLE ROAD (MARYLAND ROUTE 367)

S 30°26'43" E

N 58°20'37" E

N 30°28'29" W

UTILITY POLE (TYP)

EXISTING PAVED/ GRAVEL ENTRANCE

+/- 1,020 SF OF GRAVEL TO BE REMOVED AND REDISTRIBUTED TO EXISTING GRAVEL DRIVEWAY AREAS

APPROX. LIMITS OF GRAVEL REDISTRIBUTION.

22'X9' WIDE ROLL OFF CONTAINER (TYP)

GRASS AREA (TYP.)

EXISTING CONTOUR (TYP)

EXISTING FENCE (TYP)

EXISTING GRAVEL DRIVEWAY

EXISTING GRAVEL ROAD

EXISTING PAVED ENTRANCE ROAD

50.0' WIDE ACCESS EASEMENT

50.0' WIDE ACCESS EASEMENT

EXISTING BUILDING (TYP.)

EXISTING CONDITIONS PLAN
SCALE: 1" = 20'

GENERAL NOTES:

1. SHOULD IT BECOME NECESSARY TO DEWATER AN OPEN TRENCH OR OTHER EXCAVATED PIT, A SUMP PIT OR APPROVED FILTER BAG SHALL BE UTILIZED IN ACCORDANCE WITH THE 2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOILS AND SEDIMENT CONTROL.
2. SILT FENCE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE 2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOILS AND SEDIMENT CONTROL.

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGN INFORMATION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	PROJECT MANAGER:
NWH/SCL	NWH	SMD	DOK

SEAL

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WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES
BISHOPVILLE, MARYLAND

EXISTING CONDITIONS PLAN

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341
www.eaest.com

0 10' 20' 40'
GRAPHIC SCALE IN FEET

FULL SIZE PLOT: 24" x 36"

DATE: MAY 2022

PROJECT NUMBER: 1060946

C-101

SHEET: 2 OF 4

100% PLANS - FOR CONSTRUCTION

FILE PATH: \\OCEANPNE\EPROJECTS\DOCS\WORCESTER COUNTY\1060946 - BISHOPVILLE RECYCLING FACILITY\CAD\PRODUCTION\DESIGN SET\BISHOPVILLE HOMEOWNER'S DROP OFF SET.DWG [C-101] EMASTERS, STEVEN 5/26/2022 4:08 PM

N/F
FREAS C. & BARBARA J. KINNEY
SVH 4341/48 PARCEL # 347
TAX MAP # 9

N/F
FREAS C. & BARBARA J. KINNEY
SVH 4341/48 - PARCEL # 347
TAX MAP # 9

N/F
COUNTY COMMISSIONERS OF
WORCESTER COUNTY
DEED: 00349/00270
PARCEL # 0264
TAX MAP # 9

BISHOPVILLE ROAD (MARYLAND ROUTE 367)

S 30°26'43" E

76.71'

N 58°20'37" E

114.38'

114.32'

55.91'

N 30°28'29" W

SEE INSET SHEET C-202

+/- 1,020 SF OF GRAVEL TO BE REMOVED AND REDISTRIBUTED TO EXISTING GRAVEL DRIVEWAY AREAS

LIMIT OF DISTURBANCE (TYP)

(6) 22'X9' WIDE ROLL OFF CONTAINERS (PROVIDED BY OTHERS)

PROPOSED LIGHT POLE WITH CCTV (TYP)

EXISTING CONTOUR (TYP)

REINFORCED CONCRETE PAD (TYP)

EXISTING GRAVEL DRIVEWAY

CONTRACTOR SHALL COORDINATE WITH WORCESTER COUNTY TO RELOCATE THE EXISTING 40 CY CONTAINERS TO THE SOUTH EAST SIDE OF GRAVEL PAD SO THAT RECYCLING AND TRASH OPERATIONS CAN CONTINUE DURING CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING ASPHALT. ROADWAY TO BE CLEAN AND SEDIMENT FREE AT THE END OF EACH WORK DAY. TRACKED SEDIMENT AND MUD IS NOT ACCEPTABLE.

EXISTING PAVED/ GRAVEL ENTRANCE

UTILITY POLE (TYP)

GRASS AREA (TYP.)

ELECTRICAL UTILITY (TYP)

50.0' WIDE ACCESS EASEMENT

EXISTING PAVED ENTRANCE ROAD

GRAVEL ROAD

RAILROAD (TYP)

N/F
ELIZABETH ANN BERTRAND &
THOMAS J. MEEHAN
FWH 571/305 - PARCEL # 292
TAX MAP # 9

EXISTING BUILDING (TYP.)

14.1'
14.0'
27.4'
15.3'
26.3'
38.1'
30.6'

PROPOSED SITE PLAN
SCALE: 1" = 20'

GENERAL NOTES:

1. SHOULD IT BECOME NECESSARY TO DEWATER AN OPEN TRENCH OR OTHER EXCAVATED PIT, A SUMP PIT OR APPROVED FILTER BAG SHALL BE UTILIZED IN ACCORDANCE WITH THE 2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOILS AND SEDIMENT CONTROL.
2. SILT FENCE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE 2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOILS AND SEDIMENT CONTROL.

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGN INFORMATION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	PROJECT MANAGER:
NWH/SCL	NWH	SMD	DOK

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SEAL

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES
BISHOPVILLE, MARYLAND

PROPOSED SITE PLAN

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341
www.eaest.com

0 10' 20' 40'
GRAPHIC SCALE IN FEET

FULL SIZE PLOT: 24" x 36"

DATE: MAY 2022

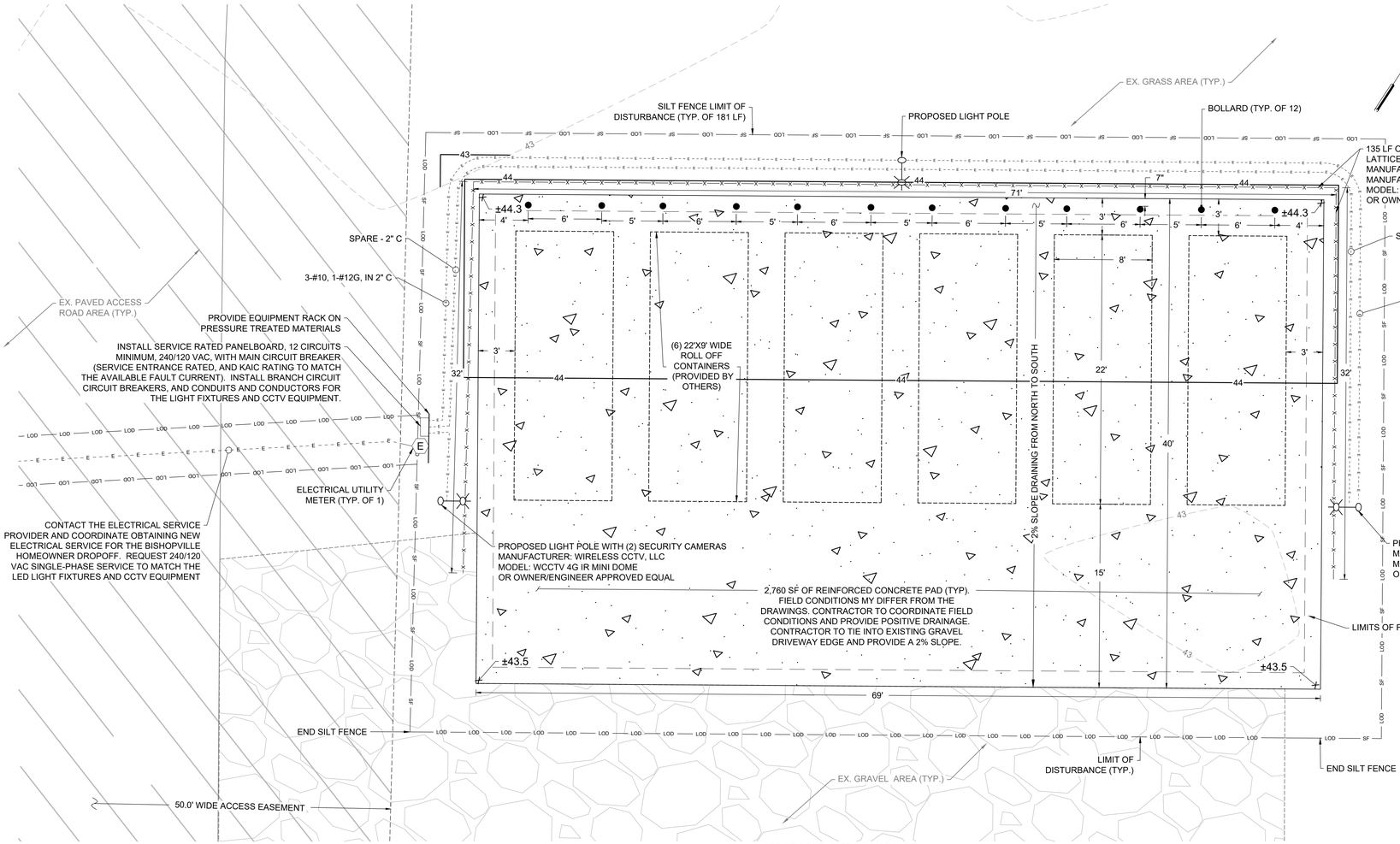
PROJECT NUMBER: 1060946

C-201

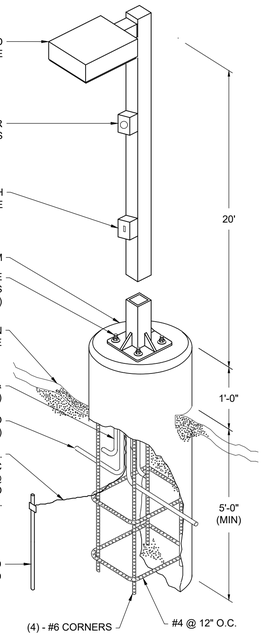
SHEET: 3 OF 4

100% PLANS - FOR CONSTRUCTION

FILE PATH: \\OCEANPINE\PROJECTS\DOCS\WORCESTER COUNTY\1060946 - BISHOPVILLE RECYCLING FACILITY\CAD\PRODUCTION\DESIGN SET\BISHOPVILLE HOMEOWNERS DROP OFF SET.DWG [C-201] LMASTERS, STEVEN 5/26/2022 4:08 PM



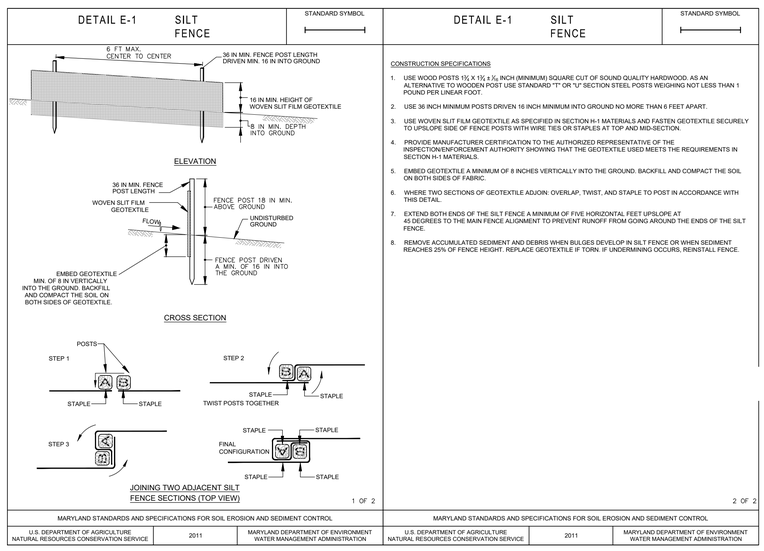
PROPOSED SITE PLAN INSET
SCALE: 1" = 5'

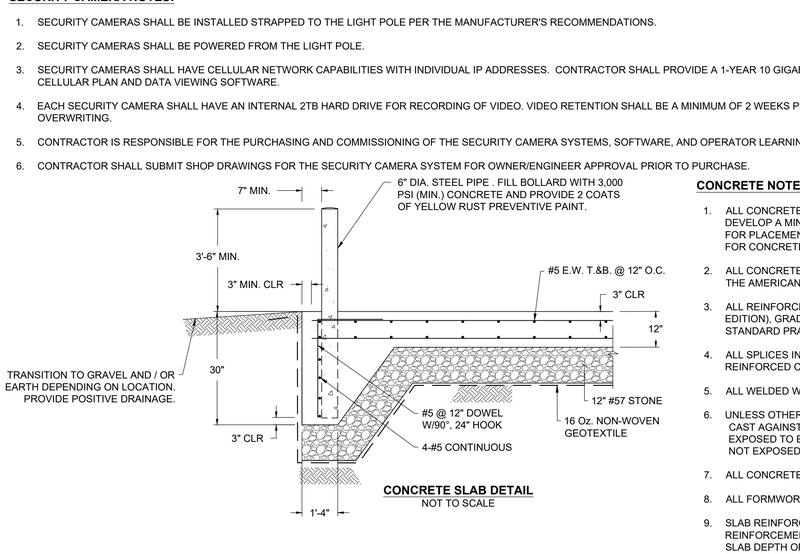


POLE BASE, LED LIGHT FIXTURE, AND CCTV DETAIL
NOT TO SCALE

SLAB ON GRADE NOTES:

1. NO SOIL TEST BORINGS WERE MADE. A 2,000 LB/SF SOIL BEARING CAPACITY WAS ASSUMED. THE CONTRACTOR SHALL DETERMINE SOIL BEARING CAPACITY PRIOR TO PLACING FOUNDATION SLAB. THE ENGINEER SHALL BE CONSULTED TO DETERMINE ANY REQUIRED MODIFICATIONS TO THE FOUNDATION DESIGN, SHOULD SOIL BEARING CAPACITY BE DETERMINED TO BE LESS THAN 2,000 LB/SF.
2. STRUCTURAL SLAB IS TO BE CONSTRUCTED WITH A TURN-DOWN EDGE FOR FROST PROTECTION. THE SLAB TURN-DOWN FOOTINGS ARE DESIGNED FOR AN ASSUMED BEARING CAPACITY OF 2,000 LB/SF. THE BASE OF THE SLAB TURN-DOWN EDGE IS TO BE POSITIONED BELOW FROST DEPTH.
3. FILL UNDER THE SLAB SHALL BE COARSE GRANULAR MATERIAL COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM WATER CONTENT. SLABS-ON-GRADE SHALL BE STRIP/ MONOLITHIC POURED IN ACCORDANCE WITH ACI 302.1R "GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION" (LATEST LOCAL APPROVED EDITION). SLABS WITH TURN-DOWN FOOTING AS REQUIRED TO ACHIEVE FROST DEPTH CAN BE PLACED IN TWO POURS, FIRST WITH CONSTRUCTION OF THE TURN-DOWN FOOTERS, FOLLOWED BY PLACEMENT OF THE STRUCTURAL SLAB. EXTEND REINFORCEMENT BETWEEN CONCRETE PLACEMENT BETWEEN TURN-DOWN FOOTERS AND STRUCTURAL SLAB.
4. STRUCTURAL SLAB SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS.
5. PROVIDE CONSTRUCTION JOINTS IN ACCORDANCE WITH ACI STANDARDS.
6. MAINTAIN 12" DEPTH OF AGGREGATE LAYER BELOW SLAB. AGGREGATE LAYER IS TO BE PLACED OVER UNDISTURBED EARTH OR OVER COMPACTED SUBGRADE. BASE OF EXCAVATION IS TO BE TESTED TO CONFIRM ADEQUATE BEARING CAPACITY PRIOR TO PLACEMENT OF AGGREGATE LAYER.





SILTFENCE DETAIL
NOT TO SCALE

SECURITY CAMERA NOTES:

1. SECURITY CAMERAS SHALL BE INSTALLED STRAPPED TO THE LIGHT POLE PER THE MANUFACTURER'S RECOMMENDATIONS.
2. SECURITY CAMERAS SHALL BE POWERED FROM THE LIGHT POLE.
3. SECURITY CAMERAS SHALL HAVE CELLULAR NETWORK CAPABILITIES WITH INDIVIDUAL IP ADDRESSES. CONTRACTOR SHALL PROVIDE A 1-YEAR 10 GIGABTYE CELLULAR PLAN AND DATA VIEWING SOFTWARE.
4. EACH SECURITY CAMERA SHALL HAVE AN INTERNAL 2TB HARD DRIVE FOR RECORDING OF VIDEO. VIDEO RETENTION SHALL BE A MINIMUM OF 2 WEEKS PRIOR TO OVERWRITING.
5. CONTRACTOR IS RESPONSIBLE FOR THE PURCHASING AND COMMISSIONING OF THE SECURITY CAMERA SYSTEMS, SOFTWARE, AND OPERATOR LEARNING TUTORIAL.
6. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR THE SECURITY CAMERA SYSTEM FOR OWNER/ENGINEER APPROVAL PRIOR TO PURCHASE.

CONCRETE SLAB DETAIL
NOT TO SCALE

CONCRETE NOTES:

1. ALL CONCRETE, EXCEPT AS NOTED, SHALL BE Fc=4,000 PSI NORMAL WEIGHT CONRETE AT 28 DAYS. STRUCTURAL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS, UNLESS OTHERWISE NOTED. CONCRETE SHALL BE DESIGNED FOR PLACEMENT WITH A 4" SLUMP. CONTRACTOR SHALL TAKE TEST CYLINDERS AND PERFORM BREAKS AT 7-DAYS, 14-DAYS AND 28-DAYS FOR CONCRETE DELIVERIES TO THE SITE.
2. ALL CONCRETE SHALL CONFORM TO THE 2015 INTERNATIONAL BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, A.C.I. 318, THE AMERICAN CONCRETE INSTITUTE, LATEST EDITION.
3. ALL REINFORCING SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO ASTM DESIGNATION A615 (LATEST LOCAL APPROVED EDITION), GRADE 60. ALL REINFORCING SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES" (LATEST LOCAL APPROVED EDITION).
4. ALL SPLICES IN REINFORCING SHALL BE CLASS "B" SPLICES IN ACCORDANCE WITH ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (LATEST LOCAL APPROVED EDITION) EXCEPT AS NOTED ON PLANS.
5. ALL WELDED WIRE FABRIC (W.W.F.), IF USED, SHALL HAVE ENDS LAPPED ONE FULL MESH. LAPS SHALL BE MINIMUM 6" OR GREATER.
6. UNLESS OTHERWISE NOTED ON STRUCTURAL DRAWINGS, PROVIDE CONCRETE PROTECTION FOR REINFORCING AS FOLLOWS:
   CAST AGAINST EARTH: 3"
   EXPOSED TO EARTH OR WEATHER: 2"
   NOT EXPOSED TO EARTH OR WEATHER: 1-1/2"
7. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST EDITIONS OF ACI AND ASTM.
8. ALL FORMWORK SHALL BE IN ACCORDANCE WITH ACI 347, "GUIDE TO FORMWORK FOR CONCRETE" (LATEST LOCAL APPROVED EDITION).
9. SLAB REINFORCEMENT USING A SINGLE MAT OF REINFORCING STEEL IS TO BE POSITIONED AT 1/3 OF THE SLAB DEPTH. SLAB REINFORCEMENT USING A DOUBLE MAT OF REINFORCING STEEL SHALL POSITION THE LOWER LAYER OF REINFORCEMENT AT ½" OF THE SLAB DEPTH OR EQUIVALENT. THE UPPER LAYER OF REINFORCEMENT IS TO BE PLACED WITHIN 3" OF THE TOP OF THE SLAB. MAINTAIN MINIMUM 3" CLEARANCE BETWEEN ADJOINING REINFORCEMENT LAYERS. ADJUST THE POSITION OF THE LOWER REINFORCEMENT LAYER AS NECESSARY TO MAINTAIN THE MINIMUM 3" SEPARATION BETWEEN LAYERS.

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGN INFORMATION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	PROJECT MANAGER:
NWH/SCL	NWH	SMD	DOK

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 THE STATE OF MARYLAND, LICENSE NO. 55422 EXPIRATION DATE: DECEMBER 18, 2023

SEAL

WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES
BISHOPVILLE, MARYLAND

PROPOSED SITE PLAN INSET AND DETAILS

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341
www.eaest.com

0 2.5' 5' 10'
GRAPHIC SCALE IN FEET

FULL SIZE PLOT: 24" x 36"

DATE: MAY 2022

PROJECT NUMBER: 1060946

C-202

SHEET: 4 OF 4

100% PLANS - FOR CONSTRUCTION

FILE PATH: \\OCEANPINES\PROJECTS\DOCS\WORCESTER COUNTY\1060946 - BISHOPVILLE RECYCLING FACILITY\CAD\PRODUCTION\DESIGN SET\BISHOPVILLE HOMEOWNER'S DROP OFF SET.DWG [JC-2021] LEMASTERS, STEVEN 5/26/2022 4:08 PM

Contract Documents and Construction Specifications

Worcester County
Department of Public Works
Bishopville Homeowner Dropoff Area Upgrades

Prepared for

Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 20863

Prepared by

EA Engineering, Science, and Technology, Inc., PBC
11200 Racetrack Road, Unit A101
Ocean Pines, Maryland 21811
(410) 641-5341

THE SOLID WASTE FACILITY TO BE CONSTRUCTED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS ARE APPROVED BY WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS.

_____

Worcester County, Director of Public Works Date

May 2022
EA Project No. 1060946

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Contract Documents and Construction Specifications

Worcester County
Department of Public Works
Bishopville Homeowner Dropoff Area Upgrades

Prepared for

Worcester County Department of Public Works
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Ocean Pines, Maryland 21811
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May 2022
EA Project No. 1060946

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WORCESTER COUNTY MARYLAND
BIDDING DOCUMENTS

CONSTRUCTION SPECIFICATIONS
FOR
WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
BISHOPVILLE HOWEOWNER DROPOFF AREA UPGRADES

TABLE OF CONTENTS

SECTION A: INSTRUCTIONS TO BIDDERS
SECTION B: GENERAL CONDITIONS OF THE CONTRACT
SECTION C: SUPPLEMENTARY CONDITIONS
SECTION D: BONDS AND BID FORMS
SECTION E: SPECIFICATIONS
SECTION F: DRAWINGS (Bound Separately)

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SECTION A: INSTRUCTIONS TO BIDDERS

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NOTICE TO BIDDERS
CONSTRUCTION OF
BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES
WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners are currently accepting sealed bids for construction of Bishopville Homeowner Dropoff Area Upgrades for the Worcester County Department of Public Works – Solid Waste Division. The Project generally consists of the construction of a concrete pad, vinyl fence, site work, site lighting, CCTV, testing, site restoration and close-out, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications. Bid documents are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). Interested bidders are encouraged to attend a non-mandatory **Pre-Bid Conference at 10:00 AM (EDT) on Tuesday, June 21, 2022** at the Worcester County Department of Public Works – Water and Wastewater Division Office at 1000 Shore Lane, Ocean Pines, Maryland 21811. **Sealed proposals will be accepted until 1:00 PM (EDT) on Friday, July 1, 2022** in the Office of the County Commissioners of Worcester County at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid Enclosed – Bishopville Homeowner Dropoff Area Upgrades**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. Inquiries can be directed to Darl Kolar, P.E., Project Manager, EA Engineering, Science, and Technology, Inc., PBC at 410-641-5341.

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.), have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement of Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112).

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must submit along with his bid the following information:

- Resume for the full-time onsite superintendent showing that the superintendent has experience in concrete installation, site work, electrical upgrades, and fencing.
- Resume(s) for the project staff assigned to the project if the assigned superintendent does not have experience in one or multiple of the project's construction fields.

Further, within five (5) days of Owner's request, Bidder shall submit additional written evidence, such as financial data, additional previous experience on similar projects, equipment availability, present commitments, and other such data, as may be requested. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the project is located or covenant to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site and make all subsurface investigations necessary to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein, upon which Bidder is entitled to rely as provided in Article 4, are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents, with respect to Underground Facilities at or contiguous to the site, is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid

for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Document are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda, mailed or delivered to all parties, and recorded by Owner as having received the Bidding Documents. Questions regarding the Contract Documents must be received by 4 pm on June 24, 2022. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond, issued by a surety meeting the requirements of Article 5 of the General Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be

retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are $1,000 per day, for the first 30 days. Beyond 30 days, damages increase to $5,000 per day, as set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" item. Substitute or "or-equal" materials or equipment may be furnished or used by Contractor if acceptable to Engineer; application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 6 of the General Conditions and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

10.1 If the Instructions to Bidders and/or the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the Effective Date of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may request the apparent Successful Bidder to submit an acceptable substitute prior to the Notice of Award, in which case that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

10.2 In Contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner

those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1 The Bid Form (Form of Proposal) is included with the Bidding Documents; additional copies may be obtained from Worcester County.

11.2 All blanks on the Bid Form must be completed in ink or typed.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted before 1:00 PM (EDT) on July 1, 2022 at the office of the County Commissioners of Worcester County, Worcester County Government Center, 1 West Market Street, Room 1103, Snow Hill, Maryland 21863, as indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and other related documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED—BISHOPVILLE HOMEOWNERS DROPOFF AREA UPGRADES" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened and read aloud publicly at before 1:00 PM (EDT) on July 1, 2022. An abstract of the amounts of the base Bids and major alternates will be made available to Bidders after the opening of Bids. Bids will be reviewed, with a recommendation anticipated to be presented to the County Commissioners at their regular meeting.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations, as Owner deems necessary, to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Document to Owner’s satisfaction within the prescribed time.

16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project.

16.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. CONTRACT SECURITY

Article 5 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PREBID CONFERENCE

A prebid conference will be held at 10:00 AM (EDT) on Tuesday June 21, 2022 at the Department of Public Works-Water and Wastewater Administration Building, 1000 Shore Lane, Berlin MD 21811. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference.

20. SALES AND USE TAXES

The Owner's exemption from Maryland State Sales and Use Taxes on materials and equipment cannot be passed on to the Contractor. Contractor shall add such taxes within the Contract Price.

21. RETAINAGE

Provisions concerning retainage are set forth in the Agreement.

22. AWARD OF BIDS

The successful Bidder, for purpose of Contract award, shall be the conforming responsible Bidder offering the low unit price bid for the Base Bid Items.

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SECTION B: GENERAL CONDITIONS OF THE CONTRACT

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

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user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (1) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION C: SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

SC-1

The terms used in these Supplementary Conditions, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions.

SC-4.02

In the preparation of Drawings and Specifications, ENGINEER has relied upon:

4.02.1 The following reports of explorations and tests of subsurface conditions at the site of the Work.

A site-specific subsurface exploration was not completed for this project. CONTRACTOR shall coordinate the field location of existing utilities by Miss Utility. CONTRACTOR shall relocate all utilities prior to beginning any work.

SC-5.04

The limits of liability for the insurance required by Article 5 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. and 2. Worker's Compensation, etc., under Article 5 of the General Conditions:

(1) State:	Statutory
(2) Applicable Federal (e.g., Longshoreman's):	Statutory
(3) Employers Liability:	$ 100,000

3., 4., and 5. Comprehensive General Liability (under Article5 of the General Conditions):

(1) Bodily Injury (including completed operations and products liability):

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate

Property Damage:

$500,000	Each Occurrence
$1,000,000	Annual Aggregate
or combined single limit of	$1,000,000

(2) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(3) Personal Injury, with employment exclusion deleted:

$500,000	Annual Aggregate

6. Comprehensive Automobile Liability:

Bodily Injury:

$300,000	Each Person
$500,000	Each Occurrence

Property Damage:

$100,000	Each Occurrence
or combined single limit of	$1,000,000

SC-5.05 Contractual Endorsement

Article 5 of the General Conditions requires contractual liability coverage with respect to CONTRACTOR'S obligations under Article 6 in respect of indemnification. After the extent of the required coverages has been ascertained, it may be expressed by using the following language:

SC-5.05

The Contractual Liability required by Article 5 of the General Conditions shall provide coverage for not less than the following amounts:

5.05.1 Bodily Injury:

$300,000	Each Occurrence

5.05.2 Property Damage:

$300,000	Each Occurrence
$1,000,000	Annual Aggregate

SC-13.03 Tests and Inspections

The testing laboratories utilized shall be acceptable to the ENGINEER.

SC-13.07 Special Guarantees

SC-13.07.1 Subcontractors shall be required to provide a specific warranty as fully described in the Construction Specifications.

SC-13.07.2 The CONTRACTOR shall warranty all material and workmanship for a period not less than one (1) year.

SC-18 Other Supplemental Conditions

SC-18.01 Night, Saturday, Sunday, and Holiday Work: CONTRACTOR shall perform no work at night, on Saturday, Sunday, or legal holidays, except in the case of emergency and then only upon written authorization of the ENGINEER. Where no emergency exists, but the CONTRACTOR feels it advantageous to work at night, or on Saturdays, the CONTRACTOR shall notify the ENGINEER at least two (2) days in advance, requesting written permission. The following days are to be considered legal holidays: July 4, 2022; September 5, 2022; October 10, 2022; November 11, 24, and 25, 2022; December 26, 2022; January 2, 2023 and other holidays as established by the County Commissioners.

SC-18.02 Water: The CONTRACTOR shall be responsible for supplying an adequate supply of water suitable for his use and for construction and drinking. At his own expense, he shall provide and maintain adequate water supplies in such locations and installed in such a manner as may be satisfactory to the ENGINEER.

SC-18.03 Temporary Power Supply: The OWNER shall furnish, at his own expense, all electrical power which may be required for this Contract and it will be the CONTRACTOR'S responsibility to provide all temporary wiring required for use of this power supply.

SC-18.04 If conflicts exist among these Contract Documents. The Documents shall be considered in the following order.

1) Change Orders
2) Addendum
3) Specifications
4) Drawings
5) Other Documents

SC-18.05 All questions regarding these Bid Documents shall be submitted to the ENGINEER (EA Engineering, Science, and Technology, Inc. PBC, Attn. Mr. Darl Kolar, P.E., Project Manager, 11200 Racetrack Road, Unit 101, Berlin, MD 20811, dkolar@eaest.com) in writing by 4PM on June 24, 2022.

SC-18.06 Anticipatable weather delay days:

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The CONTRACTOR'S progress schedule must reflect these anticipated adverse weather delays in all weather-dependent activities.

SC-18.07 Worcester County Maryland Standard Terms
The selected contractor shall agree to the "Exhibit A Worcester County Maryland Standard Terms" as provided in the attachment. In the event of discrepancies between the Standard Conditions and "Exhibit A Worcester County Maryland Standard Terms", the latter shall prevail and take precedence.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON SIX-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	6	6	7	7	6	4	5	3	5	4	5

+ + END OF SECTION + +

EXHIBIT A

Worcester County Maryland
Standard Terms

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

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

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

b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.

c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. **Insurance Requirements.**

a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate, and $500,000 for property damage.

b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".

c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.

d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.

e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

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

12. **Ownership of Documents; Intellectual Property.**

a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

15. **Remedies.**

    a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.

    b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved ofliability for any costs caused by a failure to satisfactorily perform the services.

    c. **Cumulative.** These remedies are cumulative and without waiver of any others.

16. **Responsibility of Contractor.**

    a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

    b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.

    c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.

21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.

23. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.

24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

SECTION D: BONDS AND BID FORMS

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PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ (CONTRACTOR) hereinafter called the PRINCIPAL and _____ (SURETY) hereinafter called the SURETY, are hereby held and firmly bound unto the County Commissioners of Worcester County, Worcester County Government Center, 1 West Market Street, Snow Hill, Maryland 21863 hereinafter called the OWNER, in the penal sum of FIVE-PERCENT-OF-BID Dollars ($5%-of-bid) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrations, successors, and assigns.

The condition of the above obligation is such that, whereas, the PRINCIPAL has submitted to the OWNER a certain PROPOSAL attached hereto and hereby made a part hereof, to enter into a CONTRACT in writing, for the Construction of the Worcester County Department of Public Works BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES, Worcester County, Maryland.

NOW, THEREFORE,

a. If said PROPOSAL shall be rejected by the OWNER, or in the alternative,

b. If within five (5) days of notice from the OWNER or the OWNER'S AGENT of the OWNER'S intention to award a CONTRACT to the PRINCIPAL in accordance with the PROPOSAL, the PRINCIPAL shall duly execute and deliver a PERFORMANCE BOND and PAYMENT BOND in the amounts required and in the forms set forth in the CONTRACT DOCUMENTS under which the PROPOSAL was submitted with a Surety or Sureties as required by said CONTRACT DOCUMENTS and in the event of acceptance of his PROPOSAL by the OWNER shall within the period specified therefor, enter into a written CONTRACT with the OWNER in accordance with the Bid as accepted and furnish to the OWNER proper evidence of insurance coverage as required the CONTRACT DOCUMENTS.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of

the PRINCIPAL or claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The SURETY, for value received stipulates and agrees that the obligation of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such PROPOSAL and said SURETY does hereby waive notice of any such extension.

IN WITNESS THEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this ____ day of _____, 2022, the name and corporate seal of each corporate party being hereby affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of

_____ _____ SEAL
(INDIVIDUAL PRINCIPAL)

_____
(ADDRESS) (BUSINESS ADDRESS)

_____ _____ SEAL
(INDIVIDUAL PRINCIPAL)

_____
(ADDRESS) (BUSINESS ADDRESS)

Attest:
(CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

BY: _____:
Affix Corporate Seal

Witness:
(CORPORATE SURETY)

(BUSINESS ADDRESS)

BY: _____:
Affix Corporate Seal

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto the County Commissioners of Worcester County as Obligee ("the Obligee"), as hereinafter set forth, in the full and just sum of (total bid price) Dollars ($_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 2022, (the "Proposal"), to perform certain construction work for the Obligee, in connection with Worcester County Department of Public Works BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES, pursuant to plans, specifications, and other related documents constituting the contract documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by EA Engineering, Science, and Technology, Inc., PBC; and WHEREAS, the Obligee is a "contracting body" under the laws of the State of Maryland,

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if; (a) the Principal well, truly, and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all its officers, agents, and employees may sustain or suffer reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any an all costs and expenses which the Obligee and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in

accordance with the Contract Documents, which defects, in the sole judgement of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes, and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS THEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this __ day of _____, 2022.

(Individual Principal)

_____ (SEAL)

WITNESS:

_____ By:

- - - -

_____ By: _____ (SEAL)

(Corporate Principal)

_____
(Name of Corporation)

ATTEST: By:

_____
(CORPORATE SEAL)

(Corporate Surety)

_____
(Name of Corporation)

WITNESS:

_____ By:

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound into The County Commissioners of Worcester County, as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WITNESS THAT:
WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated _____, 2022 (the "Proposal") to perform certain construction work for the Obligee, in connection with the Worcester County Department of Public Works BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES, pursuant to plans, specifications, and other related documents, which are incorporated into the Proposal by reference (the "Contract Documents"), as prepared by EA Engineering, Science, and Technology, Inc., PBC.

WHEREAS, the Obligee is a "Contracting body" under the laws of the State of Maryland; and

WHEREAS, the Obligee requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with that Agreement and in accordance with the Contract Documents, including any amendment, extension, or addition to the Agreement and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this bond shall be and shall remain in force and effect.

The Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension, or addition to the Agreement. The term "claimant," when used herein shall mean any individual, firm, partnership, association, or corporation. The phrase "labor or materials," when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. The provisions of this Bond shall be applicable whether or not the material furnished, or labor performed enters into and becomes a component part of the public building, public work, or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension, or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgement and may have execution upon the judgement; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Maryland statutes shall provide, or in the United States district court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; any changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS THEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this __ day of _____, 2022.

(Individual Principal)

_____ (SEAL)
(Signature of Individual)

WITNESS:

_____ By:

(Partnership Principal)

_____
(Name of Partnership)

WITNESS:

_____ By: _____(SEAL)
(Partner)

_____ By: _____(SEAL)
(Partner)

_____ By: _____(SEAL)
(Partner)

_____ By: _____(SEAL)
(Partner)

(Corporation Principal)

_____
(Name of Corporation)

ATTEST: By:

_____
(Secretary)

(CORPORATE SEAL)

of (if appropriate)

WITNESS:

_____ *By:
(Authorized Representative)

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the Corporation.

(Corporation Surety)

_____
(Name of Corporation)

WITNESS:

_____ **By:

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

BID FORM

PROJECT IDENTIFICATION: Worcester County Department of Public Works
Bishopville Homeowner Dropoff Area Upgrades

CONTRACT IDENTIFICATION: Contract _____

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center
1 West Market Street
Room 1103
Snow Hill, Maryland 21863
Attn: Mr. Dallas Baker, P.E., Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)	Number(s)
_____	_____

   b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

   c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical

conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.

e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.

g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. Bidder will substantially complete the Work within ninety (90) calendar days from receipt of Notice to Proceed and final completion within thirty (30) calendar days from the issuance of substantial completion for the following price as indicated on the Bid Form.

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
BISHOPVILLE HOMEOWNER DROPOFF AREA UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT ($)	TOTAL ITEM COST ($)
1	MOBILIZATION, DEMOBILIZATION, AND TESTING	1	LS		
2	SITE WORK AND EROSION & SEDIMENT CONTROLS	1	LS		
3	CONCRETE PAD	1	LS		
4	BOLLARDS	12	EA		
5	6' TALL VINYL FENCE WITH LATTICE	135	LF		
6	LIGHT POLES, FIXTURES, FOUNDATION, CONDUIT, CONDUCTORS, AND ALL APPURTENANCES	1	LS		
7	NEW ELECTRICAL SERVICE	1	LS		
8	SECURITY CAMERA SYSTEM AND APPURTENANCES	1	LS		
	TOTAL BID				

TOTAL BASE BID PRICE IN WORDS:_____

_____

_____

_____

5. The following documents are attached to and made a condition of this Bid:

   a. Required bid Security in the form of bond or cashier's check.

   b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.

   c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

   EA Engineering, Science, and Technology, Inc. PBC
   11200 Racetrack Road, Unit 101
   Berlin, MD 21811
   Attention: Darl Kolar, P.E.
   dkolar@eaest.com
   Phone: (410) 641-5341
   Fax: (410) 641-5349

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

   SUBMITTED ON _____, 2022.

   If Bidder is:

   An Individual

   By _____ (SEAL)
   (Individual's Name)

   doing business at

   Business Address: _____

   _____

   Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business Address: _____

_____

Phone Number: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest _____(SEAL)
(Secretary)

Business Address: _____

_____

Phone Number: _____

A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ___ day of _____in the year 2022 by and between the County Commissioners of Worcester County (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents is generally described as Bishopville Homeowner Dropoff Area Upgrades

Article 2. ENGINEERING.

The Project has been designed by EA Engineering, Science, and Technology, Inc., PBC, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The Work will be substantially completed within ninety (90) calendar days from receipt of Notice to Proceed and completed with final approval by the OWNER within thirty (30) calendar days from the issuance of the substantial completion. For the purpose of calculating contract completion date, calendar days shall include weekdays, Saturdays, Sundays and all legal holidays.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars ($1,000.00) per day of the first thirty (30) days, and thence five thousand dollars ($5,000.00) per day for each day that expires after the time specified in paragraph 3.1 until the Work is complete.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, following approval by the ENGINEER as established in paragraph 2.7 of the General Conditions.

5.2 Retainage. Retainage in the amount of ten (10) percent of each progress payment will be withheld by the OWNER. The retainage will be paid at the time of completion.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the Prime Rate in New York City as published in the *Wall Street Journal*.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representation:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions, as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR assumes responsibility for obtaining and carefully studying all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract

Documents including specifically the provisions of paragraph 4.02 of the General Conditions.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (pages 1 to 5, inclusive).

8.2 Exhibits to this Agreement (the Bid Form inclusive).

8.3 Proposal, Performance, and Payment Bonds, identified herein and consisting of 2, 3, and 4 pages respectively.

8.4 Instruction to Bidders.

8.5 Notice of Award.

8.6 General Conditions (pages 00700-1 to 00700-41, inclusive).

8.7 Supplementary Conditions (pages SC-1 to SC-4, inclusive).

8.8 Specifications bearing the title CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS; Worcester County Department of Public Works Bishopville Homeowner Dropoff Area Upgrades, Worcester County, Maryland, and consisting of the items as listed in the table of contents thereof.

8.9 Drawings, consisting of a title sheet and sheets numbered 1 through 4, inclusive with each sheet bearing the following general title.

Worcester County Department of Public Works
Bishopville Homeowner Dropoff Area Upgrades
Worcester County, Maryland

8.10. CONTRACTOR'S Bid (pages 1 to 6, inclusive) marked exhibit Bid Form.

8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

8.13 The documents listed in paragraph 8.2 at seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Document may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent, to an assignment no assignments will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER AND CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Document.

9.4 Time for payment: Notwithstanding the special conditions, time for payment by OWNER shall be thirty (30) days after presentation of the Application for Payment with ENGINEER'S recommendations, subject to the provisions of the last sentence of paragraph 14.07.

Article 10. ALTERATION OF CONTRACT.

This Contract may only be altered by written agreement executed by OWNER and CONTRACTOR.

IN WITNESS THEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This agreement will be effective on _____, 2022

OWNER _____

By _____

[CORPORATE SEAL]

ATTEST _____

Address for giving notices

_____

_____

CONTRACTOR _____

By _____

[CORPORATE SEAL]

ATTEST _____

Address for giving notices

_____

_____

LICENSE NO. _____

Agent for service of process: _____

_____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

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SECTION E: SPECIFICATIONS

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SPECIFICATIONS CONTENTS

SECTION 01 11 00 SUMMARY OF WORK
SECTION 01 20 00 MEASUREMENT AND PAYMENT
SECTION 01 33 00 SUBMITTALS
SECTION 01 70 00 CONTRACT CLOSEOUT

SECTION 02 25 00 EXCAVATION, BACKFILL, AND COMPACTION

SECTION 03 10 00 CONCRETE FORMING AND ACCESSORIES
SECTION 03 20 00 CONCRETE REINFORCING
SECTION 03 30 00 CAST-IN-PLACE CONCRETE

SECTION 26 10 00 ELECTRICAL BASIC MATERIALS AND METHODS

SECTION 31 25 00 EROSION AND SEDIMENT CONTROL

SECTION 32 92 00 LAWNS AND GRASSES

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DIVISION 1

SECTION 01 11 00 SUMMARY OF WORK
SECTION 01 20 00 MEASUREMENT AND PAYMENT
SECTION 01 33 00 SUBMITTALS
SECTION 01 70 00 CONTRACT CLOSEOUT

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 LOCATION

The work to be performed hereunder for the Worcester County Department of Public Works Bishopville Homeowner Dropoff Area Upgrades project is located in Worcester County, Maryland, at the following address:

Bishopville Homeowner Dropoff Area
9945 Bishopville Road
Bishopville, Maryland 21813

1.2 SCOPE

A. The work to be performed hereunder includes the furnishing of all labor, materials, transportation, tools, supplies, equipment, electrical work, and appurtenances necessary for the complete, and in-place, satisfactory construction, dewatering as needed, and testing of all work shown on the Contract Drawings and required by the Contract for Worcester County Department of Public Works Bishopville Homeowner Dropoff Area Upgrades project.

B. It is the intent of the Contract Documents to describe a complete project and any work that may be reasonably inferred as being required to produce a finished job for the intended purposes, and this work shall be completed whether or not such incidental or related work is explicitly stated in the Contract Documents.

C. The project Work generally includes the following:

1. Coordination with Worcester County to maintain operations of the transfer station adjacent to the work areas.
2. Installation and maintenance of erosion and sediment controls.
3. Removal of aggregates and soils for the installation and testing of reinforced concrete pad and all associated appurtenances.
4. Installation of a vinyl privacy fence.
5. Installation of bollards.
6. New electrical service.
7. New circuit protection, conduits, light poles, fixtures, concrete bases, conductors, testing, and all associated appurtenances for the proposed lighting and security camera systems.
8. Site restoration and repair.
9. Coordination with Worcester County to return operations of the transfer station over to the completed project area.

D. The CONTRACTOR shall provide and install materials and labor to construct the upgrades and make all connections and install all appurtenant items as shown in or required by the Contract Documents.

E All spoil material shall be removed and disposed of by the CONTRACTOR. The OWNER shall have right of salvage for all equipment removed; however, if the OWNER does not claim this equipment, it shall be disposed of at the CONTRACTOR'S expense.

H. Lump Sum Items

Measurement for all items listed as Lump Sum will be on a lump sum basis and are reflected as such on the bid form. Payment for each of the items will be as a percent complete in accordance with the schedule of values established prior to initiating construction and in accordance with the work completed each month. Payment is not to exceed each lump sum price from bid.

I. Measurement and Payment, Unit Price Items

Measurement for all items listed as Unit Price with quantities identified will be at the unit prices bid, and shall include the furnishing of all labor, tools, equipment and materials and the performance for all work required to complete the project as indicated and specified in accordance with all requirements on the Contract Documents and to the entire satisfaction of the ENGINEER.

J. Measurement and Payment, General

1. All incidental, minor and miscellaneous items, work and materials for which no specific lump sum or unit price bid item is shown and which are necessary to complete the work and to maintain and/or repair the work, shall be done and furnished by the CONTRACTOR without extra charge.

1.3 BOUNDARIES OF WORK

A. The OWNER shall provide land for the work specified in these Contract Documents and shall provide suitable provisions for ingress and egress, and the CONTRACTOR shall not enter on or occupy with men, tools, equipment, or material any ground outside the property of the OWNER without the written consent of the OWNER of such ground. Other contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the work and premises used by the CONTRACTOR, and the CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

B. Staging Area shall be on the property. Additional storage required shall be obtained by the CONTRACTOR and shall be the CONTRACTOR'S responsibility.

1.4 WATER SUPPLY

A. The CONTRACTOR is responsible for providing the construction water necessary to perform the work. The CONTRACTOR shall not take water from the OWNER'S system without written approval of the ENGINEER.

1.5 PERMITS, INSPECTIONS, TESTS

A. The CONTRACTOR will acquire all permits, inspections, and tests necessary for the proper execution of the work in accordance with all federal, state, and local rules, regulations, and codes. Copies of all permits shall be presented to the OWNER upon receipt and shall be posted, as required, at the project site. The CONTRACTOR is required to immediately notify Worcester County and the Maryland Department of the Environment in the event of any spills or discharges.

B. The CONTRACTOR shall notify the ENGINEER two (2) working days prior to all inspections and tests and shall furnish certificates of test results and approvals to the ENGINEER upon receipt

1.6 CONTINUITY OF SERVICES

A. Coordination with Worcester County to maintain operations of the transfer station adjacent to the work areas during construction and when the project is finished returning operations to the completed project area.

1.7 MATERIAL AND WORKMANSHIP WARRANTY

A. The CONTRACTOR shall warrant that all workmanship, material, and equipment furnished and installed by him shall be free of defects for a period of one (1) year after acceptance of the work. Should such defects appear, the CONTRACTOR shall repair or replace such defects at no cost to the OWNER.

1.8 INSTRUCTION OF OWNER'S REPRESENTATIVES

A. The CONTRACTOR shall thoroughly and completely instruct the OWNER or his representative in the operation and maintenance of all equipment and systems installed under this Contract to the satisfaction of the ENGINEER.

1.9 COORDINATION WITH OTHER CONTRACTORS, UTILITIES, AND GOVERNMENT AGENCIES

A. There will be construction activities by other contractors, utilities, and government agencies at the project site. The CONTRACTOR will be required to coordinate and cooperate with others in carrying out his work.

1.10 REFERENCED SPECIFICATIONS

A. The requirements of the ACI, ASA, API, ASME ASTM, AWS, AWWA, CFR, COMAR, EPA, MDE, MSS, UL and other specifications shall mean the latest edition thereof, and shall apply to all of the latest edition thereof, and shall apply to all of the applicable work to be performed, except as modified or revised by the Contract Documents, which shall govern.

B. The requirements of referenced specifications shall be as binding upon the performance of the work as if they were fully written out herein.

1.11 FIELD ADJUSTMENTS

A. The alignment and placement of the work shall be subject to adjustments in the field as directed by the ENGINEER.

B. Calibration of instruments and sensors shall be subject to adjustments in the field as directed by the ENGINEER. All instruments shall be accurately and completely calibrated by the CONTRACTOR.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

** End of Section **

SECTION 01 20 00
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope of Work

1. The items listed in this Section refer to and are the same pay items listed on the Bid Form. They constitute all of the pay items for the completion of the Work. Compensation for all such services and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein. Items of Work not specifically included in this Section for measurement and payment as described herein will not be measured for payment, but will be considered incidental to the Contract with the associated costs borne solely by the CONTRACTOR.

2. Schedule of Values

a. The Schedule of Values is a list of line items, corresponding to each aspect of the Work, establishing in detail the value or cost of each major part of the Work, and is submitted to ENGINEER for acceptance.

b. Upon request of ENGINEER, support values with data that substantiate their correctness.

c. The preliminary Schedule of Values is submitted to the ENGINEER for initial review. The CONTRACTOR shall incorporate the ENGINEER's comments into the Schedule of Values and provide a re-submittal to the ENGINEER. The ENGINEER may require corrections and re-submittal of the Schedule of Values until it is acceptable.

d. The Schedule of Values and the Progress Schedule updates specified in Section 01 33 00, Submittals shall be used as the basis for preparing each Application for Payment. The Schedule of Values having sufficient breakdown of materials, labor and installation costs may be used as a basis for negotiating the price of changes in the Work.

e. Unit price payment items with their associated quantity shall be included in the Schedule of Values. Provide in the Schedule of Values a detailed breakdown of the unit prices when required by the ENGINEER.

1.2 SUBMITTALS

A. Schedule of Values

1. The CONTRACTOR shall submit to the ENGINEER for acceptance a Schedule of Values that allocates cost to each item of the Work.

2. The Schedule of Values shall include an itemized list of Work for each major part of the Contract, for each payment item as listed in the Bid Form.

3. This schedule, when approved by the ENGINEER, shall be used as the basis for the CONTRACTOR's Applications for Progress Payments.

4. Submit the required number of copies of the Schedule of Values to ENGINEER at or before the Pre-construction meeting. The first Application for Payment will not be processed without a Schedule of Values approved by the ENGINEER.

5. When required by the ENGINEER, promptly submit an updated Schedule of Values to include cost breakdowns for changes in the Work, including Change Orders.

1.3 MEASUREMENT

Measurement shall be made in accordance with the Bid Form items and as described in the following sections.

A. Estimate of Quantities

1. The estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The ENGINEER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith, and reserves the right to increase or decrease any quantity or to eliminate any quantity as the ENGINEER may deem necessary in accordance with the Contract Documents. CONTRACTOR shall not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by changes or alterations in the Work directed by the COUNTY. Increased or decreased Work involving change orders will be paid for as stipulated in the Contract Documents.

1.4 PAYMENT

A. Payments to the CONTRACTOR shall be in accordance with Paragraph GC.14 of the General Conditions and the Agreement.

B. Lump sum price items shall be paid for the actual percentage of Work completed as identified in the approved Schedule of Values as required in Paragraph 1.5.

C. Unit price items shall be paid in accordance of Paragraph GC.14.c of the General Conditions and the Agreement.

D. Payment for the Work shall be made in accordance with the Bid Form items as described in the following sections.

E. Payment Items: The items listed in the Contract Documents refer to the pay items listed on the Bid Form. They constitute all of the pay items for the completion of the Work. Compensation for all such services and materials shall be included in the prices stipulated for the unit price and lump sum pay items listed on the Bid Form.

1. Each lump sum and unit bid price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item.

2. No progress payments will be made by the ENGINEER until the Construction Schedule and the Schedule of Values have been submitted to and approved by the ENGINEER.

3. The CONTRACTOR shall accept in compensation, as herein provided, full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced by the Contract, also for all loss or damage arising from weather or other unforeseen conditions which may be encountered during the execution of the Work and until its final acceptance by the ENGINEER, and for all risks of every description connected with the prosecution of the Work, except as provided herein, also for all expenses incurred as a result of the suspension of the Work as herein authorized.

4. The payment of any partial estimate or of any retained percentage, except by and under the approved final invoice, in no way shall affect the obligation of the CONTRACTOR to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

F. Eliminated Items: Should any items contained in the Schedule of Values be found unnecessary for the proper completion of the Work contracted, the ENGINEER may

eliminate such items from the Contract, and such action shall in no way invalidate the Contract. No allowance will be made for payment of items so eliminated.

G. Progress Payments:

1. Percentage of Work Complete – At the end of each pay period, the CONTRACTOR's Superintendent or other authorized representative of the CONTRACTOR shall meet with the ENGINEER and determine and agree upon the percentage of the project completed during the pay period.

2. Application for Payment – The CONTRACTOR will then prepare and submit an Application for Payment to the ENGINEER. The ENGINEER will evaluate the Application for Payment, determine the amounts owed, and issue a Recommendation of Payment in such amounts as provided in the Contract Documents. Progress payments shall be made monthly as the Work progresses. All progress invoices and payments shall be subject to correction in the final invoice and payment. The progress payment will be based on invoices prepared by the CONTRACTOR and approved by the ENGINEER for the value of the Work performed, and materials complete in place in accordance with the Contract. Retainage shall be as specified in the Contract Documents. The payment schedule shall be in accordance with the Contract Documents.

H. Final Payment: The CONTRACTOR shall make and the ENGINEER shall approve, as soon as practicable after the completion of the project, a final invoice for the amount of Work performed under the Contract and establish the value of such Work. Final payment shall be made in accordance with the Contract Documents.

1.5 MEASUREMENT AND PAYMENT OF BASE BID ITEMS

Bid Item No. 1 – Mobilization, Demobilization and Testing

This item shall include all items necessary to prepare CONTRACTOR onsite for project commencement as well as all items necessary for disassembly at project completion, materials testing, and required bonds. Measurement and Payment for Bid Item No. 1 will not be measured and shall be paid by lump sum at the Contract price.

Bid Item No. 2 – Site Work and Erosion & Sediment Controls

This item consists of all materials, labor, and equipment to complete all Work activities relating to excavations, removal of excess or unsuitable soil from the site, stripping topsoil for reuse, fine grading, seeding, stabilization, dewatering, stormwater drainage, and erosion and sediment control. The Work shall include, but not be limited to, the following: Installation and maintenance of silt fencing, temporary swales, seed/mulch/fertilizer, excavations, erosion control matting, geotextile, pumps, dewatering, filtering bags, road cleaning and appurtenances as required. All erosion and sediment control measures shall be provided in order to

contain all Work activities in accordance with the Contract Drawings, and as directed by the ENGINEER. Measurement and Payment for Bid Item No. 2 will not be measured and shall be paid by lump sum at the Contract price.

Bid Item No. 3 – Concrete Pad

This item consists of all materials, labor, and equipment to complete Work activities for the concrete pad. The Work shall include, but not be limited to, excavation, backfill, testing, placement of concrete, footings, forms, aggregate, steel reinforcement, geotextile, and compaction and all other work not specified required to complete the concrete pad as detailed on the contract documents. Measurement and Payment for Bid Item No. 3 will not be measured and shall be paid by lump sum at the Contract price.

Bid Item No. 4 - Bollards

This item consists of all materials, labor, and equipment to complete Work activities for the installation of bollards. The Work shall include, but not be limited to, placement and plumbing of steel pipe, concrete infill, prepping and painting, and other work required to complete the installation as detailed on the contract documents. Measurement and Payment for Bid Item No. 4 will be measured and shall be paid per each bollard installed at the Unit Cost.

Bid Item No. 5 – 6’ Tall Vinyl Fence with Lattice

This item consists of all materials, labor, and equipment to complete Work activities for the Supply/Delivery, and installation of a 6’ tall white vinyl fence with lattice, posts, hardware, and all appurtenances. Measurement and Payment for Bid Item No. 5 will be measured and shall be paid Per Linear Foot at the Unit Cost price.

Bid Item No. 6 – Light Pole, Fixtures, Foundation, Conduit, Conductors, and All Appurtenances

This item consists of all materials, labor, and equipment to complete Work activities for the installation of conduit and conductors, site light poles, site light foundations, and site light fixtures, required circuit protection, and all appurtenances required to the complete the installation. Measurement and Payment for Bid Item No. 6 will not be measured and shall be paid by Lump Sum at the Contract price.

Bid Item No. 7 – New Electrical Service

This item consists of all materials, labor, coordination, and equipment to complete Work activities for the installation of a new electrical service. Contact the electrical service provider and coordinate obtaining new electrical service for the Bishopville Homeowner Dropoff. Request 240/120 VAC single-phase service to match the LED

light fixtures and security camera equipment. Measurement and Payment for Bid Item No. 7 will not be measured and shall be paid by Lump Sum at the Contract price.

Bid Item No. 8 – Security Camera System and Appurtenances

This item consists of all materials, labor, and equipment to complete the installation of three security cameras, integration, software, hardware, and all appurtenances to provide security surveillance for the project site. Coordination with Worcester County and camera manufacture for locations, angles, and commissioning of the system. Measurement and Payment for Bid Item No. 8 will not be measured and shall be paid by Lump Sum at the Contract price.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

** End of Section **

SECTION 01 33 00
SUBMITTALS

PART 1 GENERAL

1.1 DESCRIPTION

A. This Section includes general requirements and procedures related to the CONTRACTOR'S responsibilities for preparing and transmitting submittals to the ENGINEER to demonstrate that the performance of the work will be in accordance with the Contract documents and requirements. Submittals include, but are not limited to, schedules, concrete mix design, erosion and sediment controls, lighting, security camera system, fencing materials, and test results, CONTRACTOR'S Drawings, samples, manuals, methods of construction, and Record Drawings. Other requirements for submittals are specified under applicable sections of the Specifications.

1.2 SUBMITTAL REQUIREMENTS

A. CONTRACTOR shall submit a written list of materials and equipment that will be purchased giving name, address, and telephone number of supplier, manufacturer, or processor within ten (10) calendar days after the receipt of Notice to Proceed. No material shall be incorporated into the Work until approval of the source has been given by the ENGINEER. Delivery of materials to the contract site prior to approval is made at the CONTRACTOR'S risk and is subject to immediate removal at no cost to the OWNER should it be determined that the source is not acceptable.

B. Submittals shall be scheduled and coordinated with the ENGINEER and CONTRACTOR'S construction schedule.

C. A complete submittal schedule and list of required submittals shall be submitted with the first submittal, but not later than 10 calendar days after receipt of the Notice to Proceed. The schedule for submission of submittals shall be arranged so that related equipment items are submitted concurrently. The ENGINEER may require changes to the submittal schedule to permit concurrent review of related equipment. Submittals for each Specification Section shall be submitted in their entirety; partial submittals are not acceptable unless specifically requested by the CONTRACTOR with the ENGINEER'S approval of this partial submittal.

D. Within ten (10) calendar days after the date set forth in the Notice to Proceed for the construction to start, the CONTRACTOR shall prepare and submit for review to the ENGINEER a construction schedule showing the order in which the CONTRACTOR proposes to execute the Work and the dates upon which he proposes to start and complete each major work item. The schedule shall show each major work item with usage of the entire contract time provided in the

Contract, and shall include the dates for submittals, sample testing, approval of materials and CONTRACTOR'S Shop Drawings, and the procurement of materials and equipment. The schedule shall detail the sequence of construction required to maintain continuous operation of the existing transfer station. The construction schedule shall be in chart form showing contemplated completion percentages and arranged to record actual completion percentages at stated intervals. The schedule will outline in detail the proposed equipment, manpower, and production rates necessary to achieve the schedule. The CONTRACTOR shall update the schedule every week with any and all changes, including but not limited to changes in equipment, manpower, and completion dates being annotated.

E. The ENGINEER may require that the CONTRACTOR furnish additional information and data as required to justify the basis of the schedule.

F. The accepted construction schedule shall be kept up-to-date as work progresses, including work added by change order, and shall be submitted to the ENGINEER every week and with the request for payment. If the CONTRACTOR fails to submit the required updated schedule within the time prescribed, the ENGINEER may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required current updated schedule.

G. The construction schedule shall generally determine the order in which the work is to proceed. However, the ENGINEER may request and authorize minor changes to this schedule whenever such changes are of definite advantage to or necessary for the operations of the OWNER.

1.3 CONTRACTOR'S SHOP DRAWINGS

A. The CONTRACTOR'S Shop Drawings shall be neat in appearance, legible, and explicit to enable proper review and to ensure compliance with the Contract Documents. They shall be complete and detailed to show fabrication methods and shall include, but not be limited to, assembly and installation details, wiring and control diagrams, catalog data, pamphlets and descriptive literature, and performance and test data. They shall be accompanied by calculations, reports, or other sufficient information to provide a comprehensive description of the structure, machine, or system provided and its intended manner of use. If the CONTRACTOR'S Shop Drawings deviate from the Contract Documents, the CONTRACTOR shall advise the ENGINEER in writing with the submittal and state deviations and the reasons for the deviations with the Contract Documents.

B. No portion of the work requiring a CONTRACTOR'S Shop Drawing submittal shall be started nor shall any materials be fabricated, delivered to the site, or installed prior to approval by the ENGINEER. Fabrication performed, materials purchased, or onsite construction accomplished that does not conform to approved CONTRACTOR'S Shop Drawings shall be at the CONTRACTOR'S risk. The

OWNER will not be liable for any expense or delay due to corrections or remedies to accomplish conformity.

C. The review and approval of CONTRACTOR'S Shop Drawings by the ENGINEER shall not relieve the CONTRACTOR from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the CONTRACTOR, and therefore the ENGINEER, will have no responsibility.

D. Contract work, materials, fabrication, and installation shall conform with approved CONTRACTOR'S Shop Drawings.

E. Shop Drawings shall show types, sizes, accessories, and layouts, and shall include plans, elevations, sectional views, components, assembly and installation details, and all other information required to illustrate how applicable portions of the Contract requirements will be fabricated and installed. In the case of fixed mechanical and electrical equipment, layout drawings drawn to scale shall be submitted to show required clearances for operation, maintenance, and replacement of parts. This will include manufacturer's catalog data sheets, pamphlets, descriptive literature, installation, and recommended application as required. Shop Drawings for closely related items shall be submitted together. Additional Shop Drawings and information required for electrical equipment shall be listed in appropriate Specification Sections. All equipment in a given Specification Section shall be submitted together.

F. Manufacturer's catalog, product, and equipment data shall be certified and shall include materials type, performance characteristics, voltage, phase, capacity, and similar information. Wiring diagrams will be provided when applicable. Indicate catalog, model, and serial numbers representing specified equipment. Provide manufacturer's catalog or part number for all equipment. Provide complete component information for all equipment.

G. When so specified or directed by the ENGINEER, submit proposed method of construction for specific portions of the work for review and approval. This submittal shall include a detailed written description of all phases of the construction operation to fully explain to the ENGINEER the proposed method of construction. If required by the Specifications, submit installation drawings to supplement the description. Review and approval by the ENGINEER will be in accordance with the approval process herein and shall not relieve the CONTRACTOR from his responsibility with regard to fulfillment of the terms of the Contract. All risks associated with the proposed method remain the CONTRACTOR'S responsibility, and therefore the ENGINEER shall have no responsibility. After review and approval, if, in the opinion of the CONTRACTOR, modifications are necessary, submit such modifications in detail, including reasons for the modifications. Modifications shall not be implemented without review and approval by the ENGINEER.

H. Each CONTRACTOR'S Shop Drawing submitted by the CONTRACTOR shall have affixed to it the following certification statement signed by the CONTRACTOR:

"Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and pertinent data, and I have checked and coordinated each item with other applicable approved drawings and all contract requirements."

I. With the first submittal, submit a CONTRACTOR'S Shop Drawing submittal schedule listing as nearly as practical, by Specification Section number, all submittals required and the approximate date the submittal will be made. All submittals for approval shall have the following identification data, as applicable, contained thereon or permanently adhere thereto:

1. OWNER'S Name

2. Project name and location

3. Product identification

4. Drawing title, drawing number, revision number, and date of drawing revision

5. Subcontractor's, vendor's, and/or manufacturer's name, address, and telephone number

6. CONTRACTOR'S certification statement.

J. For the original submittal and each subsequent resubmittal that may be required, submit six (6) legible prints each of all shop and working drawings, and six copies of catalog data, method of construction, and manufacturer's installation recommendation to the ENGINEER for approval. Three (3) copies of all CONTRACTOR'S Shop Drawings will be returned to the CONTRACTOR.

K. Each submittal shall be made in accordance with the CONTRACTOR'S Drawings submission schedule. Allow twenty (20) calendar days for checking and appropriate action by the ENGINEER. CONTRACTOR'S Drawings will be returned stamped with one of the following classifications:

1. APPROVED – No corrections, no marks.

2. APPROVED AS NOTED – A few minor corrections. All items may be fabricated as marked without further resubmission. Resubmit a corrected copy to the ENGINEER.

3. REVISE AND RESUBMIT – Minor corrections. Resubmit Drawings as per original submissions with corrections noted. Allow 20 calendar days for checking and appropriate action by the ENGINEER.

4. REJECTED – Requires corrections or is otherwise not in accordance with the Contract Documents. No items shall be fabricated. Allow twenty (20) calendar days for checking and appropriate action by the ENGINEER.

1.4 RECORD DRAWINGS (AS-BUILT DRAWINGS)

A. The CONTRACTOR shall maintain and keep one record copy of all Contract Documents at the site in good order and annotated to show all revisions made during construction. Such annotations shall be kept current and shall be available to be inspected by the ENGINEER at any time. Failure to maintain current Record Drawings will be cause to delay progress payments. Record Drawings shall be available to the ENGINEER at all times during the life of the Contract. All drawings shall be made a part of the Record Drawings and shall include the following:

1. Contract Drawings – Annotate or redraft, as required, to show all revisions, substitutions, variations, omissions, and discrepancies made or discovered during construction concerning location and depth of concrete pads, conduits, lighting, and fencing. Revisions shall be made and shown on all drawing views with actual dimensions established to permanent points.

B. At the completion of the Contract, or at the ENGINEER'S request and before final payment is made, furnish the ENGINEER one set of drawings, of a quality that allows reproductions, of the final Record Drawings (as-builts) reflecting all revisions herein described.

C. The CONTRACTOR shall be responsible for coordination and cooperation with OWNER'S personnel and shall not permanently seal or bolt any equipment covers or material surfaces until after as-built surveys have been made, and shall assist OWNER'S personnel as required in ascertaining necessary location information.

1.5 HEALTH AND SAFETY PLAN (HASP)

A. Prepare and submit a site HASP for review and acceptance by the ENGINEER. Acceptance by the ENGINEER is required prior to commencement of onsite activities. The HASP shall comply with appropriate local, state, and federal

requirements. The HASP shall address how the CONTRACTOR will monitor excavation, installation of new electrical systems, and construction of proposed features and determine if additional safety procedures are necessary. The plan shall address how the work will be managed, worker safety, and procedures to notify ENGINEER.

B. The following is a list of items which, at a minimum, shall be included in the HASP:

1. Key Personnel. Names of key personnel responsible for site health and safety, including a site Superintendent and site Safety Officer. The Safety Officer shall have the authority to stop work if hazardous conditions are encountered. The Safety Officer shall have management and supervisor training as required. The Superintendent may serve as the Safety Officer if he has the required training. The Safety Officer shall be onsite during excavation activities.

2. Site Assessment. An assessment of the site health and safety hazards as related to all onsite activities. Physical and biological hazards shall be addressed. Potential physical hazards include slips, trips, falls, heavy equipment hazards, excavation hazards, electrical hazards, and heat and cold stress.

4. Emergency Response Plan. This Plan shall address the action required to safely and effectively deal with emergency situations, which may occur during construction activities. At a minimum, the Emergency Response Plan shall address the following list of items:

   a. Personnel Roles
   b. Emergency Recognition and Prevention
   c. Evacuation Procedures and Routes
   d. Emergency Equipment
   e. Emergency Medical Treatment.

5. Site Monitoring Plan. This Plan shall address air monitoring and personnel monitoring and potential onsite environmental sampling including monitoring equipment maintenance and calibration requirements. A list of hazardous (toxic and flammable) substances that may be encountered onsite and their respective permissible exposure limits shall be included in the site HASP.

6. Revisions to the HASP. The CONTRACTOR may be required to revise the HASP under certain conditions to meet more or less stringent requirements in the event additional contamination is discovered. Any revisions to the HASP shall be reviewed and accepted by the ENGINEER.

7. CONTRACTOR Responsibilities: The CONTRACTOR shall assume total responsibility for the development, implementation, and enforcement of the Health and Safety Plan and for protection of all onsite personnel's safety, health and welfare and in no way places these responsibilities, partially or in whole, on the ENGINEER, OWNER, or any other onsite personnel.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

** End of Section **

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SECTION 01 70 00
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 DESCRIPTION

A. This Section includes requirements for cleanup, restabilization, and restoration, as required to prevent accidents to personnel, and OWNER employees, to protect all work in place, restabilize and restore all disturbed areas, removal of all evidence of construction activities, and to effect completion of the Contract in an orderly manner.

1.2 CLEANUP

A. Construction cleanup shall proceed as construction progresses and shall consist of the removal of all mud, oil, grease, soil, gravel, trash, scrap, debris, and excess materials that are unsightly or may cause the tripping or sliding of workmen, ladders, or equipment. Remove water from floor areas where electrical power tools are to be used and prevent stains on concrete which will be exposed in the finished work. All cleaning materials and equipment used shall be selected and employed with care to avoid scratching, marring, defacing, staining, or discoloring the surfaces cleaned.

B. Immediately prior to the CONTRACTOR'S written request for a final inspection of the Contract Work or any portion thereof, perform final cleanup.

C. In addition to the normal "broom clean" requirements, the exposed surfaces of the following materials shall be cleaned as listed herein:

1. Exposed slabs – Wash, scrape, and scrub, using a detergent, as necessary, to remove bond breaker, dirt, and discolorations.

2. Asphalt paving – Remove mud, dirt, and trash; and hose down as required.

3. Other surfaces – Remove all blemishes, leave clean, uniform, and dust free.

4. Premises and site – Removal all trash, debris, surplus excavated material.

D. No items shall remain on or be discarded on this site, or any other OWNER'S site. Items and excess materials that are to be discarded shall be removed at the CONTRACTOR'S expense. Leave premises orderly and "broom clean."

1.3 RESTORATION AND RESTABILIZATION

A. All areas disturbed by the CONTRACTOR'S operation shall be restored and restabilized as specified herein. This shall include, but not be limited to, staging and excavation areas, construction strips, access to roads, and all areas within the limit of work.

B. Final restoration and restabilization shall proceed in accordance with the construction schedule. This shall include seeding and sodding areas disturbed during the construction of the pumping station, disassembly and removal of all temporary construction facilities constructed by the CONTRACTOR, and the site left in an orderly and restored condition as required by the Contract Documents.

C. Preserve existing site features, (such as signs, markers, guard rails, and fences), and maintain in their existing locations and condition unless written permission is obtained from the ENGINEER for their removal and restoration or replacement. Remove existing site features that conflict with construction operations and store in a manner to keep them clean and in their existing condition. Restore to their locations and existing conditions before removal, or install to new locations as directed. Repair or replace damaged items when directed, at no cost to the OWNER.

D. Gravel surfaces and access road shoulders shall be restored as near as practicable to their condition prior to being disturbed. Do not reuse shoulder material if contaminated by foreign material. In such place, replace with new material of same quality and gradation. Materials and methods of construction shall be in accordance with specification requirements and with applicable permits secured for this Contract.

1.4 DISPOSAL OF WASTE AND EXCESS MATERIALS

A. Construction waste and excess construction materials shall be disposed of at the CONTRACTOR'S expense.

B. Waste and excess material disposed of in an unauthorized area shall be removed by the CONTRACTOR and the area shall be restored as near as practicable to its condition before disturbance, at no cost to the OWNER.

1.5 REMOVAL OF CONDEMNED MATERIAL

A. Material delivered to the contract site, which has been determined by the ENGINEER to be unsuitable or not in accordance with the Contract Documents, shall be removed from the work site and disposed of at no cost to the OWNER.

PART 2 PRODUCTS

2.1 MATERIALS FOR RESTORATION

A. Topsoil: Onsite topsoil or topsoil brought from offsite and which meets the requirements of MSHA Section 920.01.02. Topsoil shall only be provided for the permanent improved areas and shall be placed in six (6) inch (minimum) layers.

B. Seed for Restoration

1. Unless otherwise specified herein, seed shall be certified by the Maryland Department of Agriculture and shall conform to requirements of Maryland Seed Law and Regulations.

2. Provide seed mix in accordance with the "2011 MD Standards and Specifications for Erosion and Sediment Control." Sowing of seed shall be conducted during the periods in accordance with the "2011 MD Standards and Specifications for Erosion and Sediment Control." Seeding shall not be done outside of these dates without prior approval of the ENGINEER.

C. Fertilizer for Restoration

1. The CONTRACTOR will submit soil samples to an approved soils testing laboratory for fertilizer recommendations. Recommendations shall be submitted to and approved by the ENGINEER before implementation.

2. Fertilizer shall be uniform in composition, free flowing and delivered to the site fully labeled according to applicable State fertilizer laws and shall bear the name, tradename or trademark, and warranty of the producer. Fertilizer shall be in accordance with the "2011 MD Standards and Specifications for Erosion and Sediment Control."

D. Lime for Restoration: Lime shall be ground limestone containing at least 50% total oxides, calcium oxide plus magnesium oxide. Limestone shall be ground to fineness such that at least 50% will pass through a 100-mesh sieve and 98% to 100% will pass through a 20-mesh sieve. Lime shall be applied as recommended by soil test results.

E. Mulch for Restoration: Mulch for protection of seeding in restored areas shall conform to the following requirements:

1. Straw shall be clean, weed free, unrotted, applied at a rate of not less than 70 to 90 pounds per 1,000 ft^2, 1.5 to 2.0 tons per acre, and shall be anchored with one of the following methods: Mulching anchoring tool for flat slopes, mulch nettings, cut back and emulsified asphalt applied five (5) gallons per 1,000 ft^2, Curasol AH applied five (5) gallons per 1,000 ft^2,

Petroset applied per manufacturer's recommendations, RMH Plus Tackifier applied per manufacturer's recommendations, or other equivalent binding solutions. Increase application rate on slopes eight (8) feet or more high as recommended by the manufacturer.

2. Straw erosion control blanket shall be placed in all channel beds that are to be grass lined. Erosion control blankets shall be Type SC150 as manufactured by North American Green, Evansville, Indiana, or equal. Also, all slopes greater than or equal to 3H:1V shall have type SC150 erosion blanket or equal.

F. Mulch utilized as temporary protection and stabilization shall conform to the above materials requirements. Rate of application shall be directed by the ENGINEER.

PART 3 EXECUTION

3.1 PERMANENT SEEDING

A. Place six (6) inches of topsoil on all areas defined as permanent improved areas. Harrow, disc, or otherwise loosen topsoil to a depth of four (4) inches.

B. Remove objectionable material such as stones (two [2] inches or larger), clods, brush, roots, and trash from the top four (4) inches of soil.

C. Apply fertilizer and lime at the rates recommended by soil test results and as approved by the ENGINEER. Thoroughly mix into the top four (4) inches. Scarify the area and rake until the surface is leveled to provide a maximum of two (2) inches in variation, and the soil is friable and a uniform fine texture.

D. Apply seed mixture uniformly with mechanical power driven seeders, mechanical cyclone hand seeders, or hydroseeding equipment. Slurry for hydroseeder may contain seed and fertilizer only. Disc seed one (1) inch into soil in drainage ditch areas. Do not rake, roll, or drag the seedbed in all other areas if hydroseeder is used.

E. Apply mulch at the rates specified herein, to all other areas.

3.2 TIME RESTRICTIONS

A. When permanent seeding is specified or directed and seeding is not allowed because of time restrictions specified, utilize one or more of the following methods to prevent erosion and sedimentation until such time as permanent seeding or sodding is allowed:

1. Place and anchor straw mulch.

2. Apply temporary seeding.

3. Prepare soil as for permanent seeding and then mulch as specified; overseed during next seasonal seeding period.

4. Provide other erosion control measures acceptable to the ENGINEER.

B. Remove straw or wood chips used as temporary mulch or work into subsoil at a minimum depth of six (6) inches prior to initiation of permanent seeding application.

3.3 MAINTENANCE OF SEEDED AREAS

A. Maintain seeded areas until accepted in writing by the ENGINEER.

B. Water seeded areas as necessary to maintain adequate moisture in the upper four (4) inches of soil and keep mowed to a height of two (2) to three (3) inches. Do not remove more than one-third (1/3) of the grass leaf during initial mowing.

C. Inspect seeded areas for failures due to poor vegetative growth, traffic, or equipment damage, weather damage, or erosion. Make necessary repairs promptly.

D. Provide replacements during the specified planting seasons for areas where repairs are deemed to be necessary by the Inspector at no cost to the OWNER. This shall include repairs and replacements due to erosional or weather-related damage.

E. If stand of turf is inadequate as determined by the ENGINEER, overseed and fertilize using half of the rates originally applied, or reseed. If stand is over 60% damaged, as determined by the ENGINEER, reestablish following original fertilizer, seed bed preparation, and seeding recommendations.

3.4 FINAL WALK THROUGH

A. Upon receiving the CONTRACTOR'S written request for substantial completion inspection, the ENGINEER will perform a walk through of the site area with the CONTRACTOR'S and the OWNER'S representative(s). All punchlist items identified by the walk through shall be repaired, replaced, as required to the satisfaction of the ENGINEER. Final payment will not be made until all of the punchlist items are resolved to the satisfaction of the ENGINEER.

** End of Section **

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DIVISION 2

SECITON 02 25 00 EXCAVATION, BACKFILL, AND COMPACTION

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SECTION 02 25 00
EXCAVATION, BACKFILL, AND COMPACTION

PART 1 GENERAL

1.1 DESCRIPTION

A. Excavation, backfill, and compaction shall include, but not necessarily be limited to, the excavation, backfill, for aggregate placement, compaction for electrical conduits, concrete pads, and other concrete structures in accordance with the Contract Documents.

1.2 QUALITY ASSURANCE

A. All materials removed from trench excavations and used for backfill will be subject to testing by an approved geotechnical engineer to determine the material's suitability for use as backfill. Additional density testing may be required by the ENGINEER. All materials testing shall be provided at no cost to the OWNER.

1.3 SUBMITTALS

A. CONTRACTOR shall provide aggregate and soil gradations, Atterberg Limits, grain size, optimum compaction, moisture content, and classifications as required to verify conformance to Unified Soil Classification System (USCS). Provide 20-pound bag sample to ENGINEER for approval.

PART 2 PRODUCTS

2.1 MATERIALS FURNISHED BY THE OWNER

A. The OWNER will not furnish any materials for trench backfill other than those materials which are available from the trench excavation limits as shown on the Standard Details and the Contract Documents.

2.2 DETAILED MATERIAL REQUIREMENTS

A. Material for backfills may be from onsite excavations (if of proper quality) or from borrow sources. The material shall be free from organic material, sludge, grit, trash, muck, roots, logs, stumps, excess moisture or frozen material and other deleterious substances. Except as otherwise specified for pipe backfill below or approved by County and ENGINEER, the material shall not contain rocks or lumps larger than four (4) inches in greatest dimension. The material shall not contain mica in quantities, which in the judgment of the OWNER are sufficient to affect compaction characteristics. Materials having a maximum dry density of less than one hundred (100) pounds per cubic foot (AASHTO T 180) shall not be used

unless specifically approved in writing by the OWNER. Cinders, ashes, rubble, and construction debris shall not be used in the work. The use of any soil additive that in the judgment of the OWNER may adversely affect the proposed utility is strictly prohibited.

1. Use and Ownership of Excavated Material

    a. All suitable material excavated from utility trenches shall be used, as far as practicable, for backfill in trenches if meeting classification defined in these specifications.

    b. The CONTRACTOR shall properly store, stockpile, and protect all materials that are to be reused in the work. The CONTRACTOR shall replace, at his own expense, material that was suitable when excavated, which has subsequently become unsuitable because of careless, neglectful, wasteful, or unprotected storage. The CONTRACTOR shall have no property right in any material taken from any excavation and no excavated material shall be wasted or otherwise removed from the project site without permission of the OWNER. All unsuitable and surplus suitable material, as determined by the OWNER, shall be removed from the site and disposed of off-site by and at the expense of the CONTRACTOR in accordance with all applicable Federal, State, and local regulations.

2. If insufficient suitable soils are available from excavation on the contract project, the CONTRACTOR shall submit for approval by the OWNER, borrow excavation sites from which such soils as may be required to complete the construction of excavation backfill on the contract project. CONTRACTOR shall make suitability tests as directed by the OWNER. Borrow material shall be supplied and placed at the contract unit price.

3. Excavation Backfills on rights-of-way, improved easements or supporting pavements or surface loads shall be constructed of material classified by the Unified Soil Classification System as GW, GP, GM, SW, or SP. Soils containing more than twenty (20) percent round rock (Pea Gravel) shall not be acceptable.

4. Excavation Backfills not supporting surface loads or pavements and in unimproved easements shall be constructed of materials listed above or GC, SM, SC, ML, or CL.

5. Backfill for pipe, electrical conduit, and structure installation, bedding and trench backfill shall be existing excavated material if meeting above classification, or other as approved by the OWNER. Backfill around

piping shall not contain any stones greater than – three-quarter (3/4) inch in any dimension.

PART 3 EXECUTION

3.1 SEDIMENT CONTROL

A. The CONTRACTOR shall install all required sediment control devices in accordance with the drawings, permits and all applicable Federal, State and local regulations.

3.2 TRAFFIC CONTROL

A. The CONTRACTOR shall furnish all labor, tools, equipment, and materials required for the maintenance of traffic during construction.

3.3 EXCAVATION

A. General

1. Excavation for the installation of utilities shall be unclassified and shall consist of the excavation removal and/or disposition of all material encountered to the lines, grades, and sections shown on the Plans and/or the Standard Details, as specified, or as directed by the OWNER.

2. Unless otherwise indicated, excavation shall be by open cut, except that short sections of a trench may be tunneled, or the pipeline jacked, if, in the opinion of the OWNER, the pipe can be safely and properly installed.

3. Trenches may be excavated and backfilled either by hand or by machinery. The CONTRACTOR shall have no claims, nor will extra compensation be allowed, for hand excavation or backfill, which may be required by these Specifications or by the OWNER for protection of existing utilities or structures.

B. Protection of Property and Structures

1. The CONTRACTOR shall, at his own expense, sustain in place and protect from direct or indirect injury all existing facilities in the vicinity of the excavation, whether above or below the ground, or that may appear in the excavation. The CONTRACTOR shall be responsible for the implementation of protective measures associated with the presence or proximity of pipes, poles, tracks, walls, buildings, property markers, and other structures and property of every kind and description in or over his trenches or in the vicinity of his work whether above or below the surface

of the ground. The CONTRACTOR shall repair or replace damaged facilities at his expense.

C. Utility Adjustments

1. All adjustments to utilities other than those owned by the OWNER shall be performed by the utility owner.

D. Obstructions

1. It shall be the responsibility of the CONTRACTOR to notify "MISS UTILITY," all municipal and County utilities, all utility line owners, and any other parties affected prior to the beginning of work. It is the CONTRACTOR'S responsibility to reference and maintain the location markings during the construction of the project. In the event that a utility location needs to be re-established by Worcester County, the cost to provide this shall be borne by the CONTRACTOR.

E. Removing Obstruction

1. Should the unforeseen position of any pipe, conduit, or other structure above or below ground be such as, in the opinion of the OWNER, to require its removal, realignment, or change due to the work to be done under the Contract, the work of removal, realignment, or change will be done as a change in the work, or will be done by the owner of the obstructions without cost to the CONTRACTOR; but the CONTRACTOR shall uncover and support the structures in the limits of his trench at his own expense before such removal, and before and after such realignment or change. Whether the obstruction is shown on the Plans or not, the CONTRACTOR shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure or on account of any delay in the removal or rearrangement of the same; however, if said structure is not shown on the Plans, time extension will be allowed if deemed to be warranted by the OWNER.

2. In the event that obstructions would delay the work of pipe installation, the CONTRACTOR may, with OWNER approval, be permitted to leave a gap in the work and return to fill the gap after the obstructions have been removed. The installation shall be completed by laying full pipe lengths and appropriate closure pieces.

3. The CONTRACTOR shall not interfere with any persons, firms, or corporations or with the OWNER in protecting, removing, changing or replacing pipes, conduits, poles, or other structures.

4. In the event that the OWNER has entered into any agreement with an affected utility owner or owners which will have an effect on the operations or financial responsibilities of the CONTRACTOR, the requirements of these agreements will be included in the Special Provisions of the Contract.

F. Change of Excavation Location

1. In the event the OWNER directs that the location of an excavation to a reasonable extent from that proposed on the drawing on account of the presence of an obstruction, or from other cause, or if a changed location shall be paid as allowed in the General Conditions upon the CONTRACTOR'S request as approved, the CONTRACTOR shall not be entitled to extra compensation or to a claim for damages, provided that the change is made before the excavation is begun.

2. If, however, such change, made at the direction of the OWNER involves the abandonment of excavation already made, such abandoned excavation together with the necessary backfill, will be considered extra work and the CONTRACTOR shall be compensated accordingly. In the event that the trench is abandoned in favor of a new location, at the CONTRACTOR'S request, the abandoned excavation and backfill shall be at the CONTRACTOR'S expense.

3. If an obstruction shall lie within the trench in such manner that the trench has to be excavated to extra width in order that sheeting or bracing may be properly placed, or in order that a structure to be placed in the trench may be properly built, such extra width of trench shall be classed as miscellaneous excavation. No sloping of sides of excavation, however, for the purpose of avoiding the necessity of placing sheeting or bracing, either in the presence or absence of obstructions, will be considered as excavation beyond pay limits.

G. Trench Width and Depth

1. Trenches shall be excavated to the necessary width and depth as may be shown on the Plans or Standard Details, as specified in the Special Conditions, or as directed. The trench subgrade shall be such as to provide a uniform and continuous bearing and support for foundations, or conduits solid undisturbed earth for the full length of excavation. Any part of the bottom of the trench excavated below subgrade shall be backfilled with approved material and compacted in accordance with Contract Documents, at no expense to the OWNER.

3. The sides of the trenches shall be practically plumb and under no circumstances will they be permitted to be sloped except with the written

approval of the OWNER. Should the CONTRACTOR elect to slope or cut-back the sides of the trench, no additional payment will be made for extra excavation, backfill, restoration, or contingent items beyond the limits indicated on the Standard Details.

H. Length of Open Trench

1. The CONTRACTOR shall limit trench excavation to what can be opened, constructed, and backfilled in a single working day.

2. All trenches shall be closed at the end of each work day.

I. Responsibility for Condition of Excavation

1. The CONTRACTOR shall be responsible for the condition of all excavations made by him.

J. Excavation Support

1. The support of the excavation and all structures shall be the sole responsibility of the CONTRACTOR.

2. The CONTRACTOR shall support the sides and ends of all excavations wherever necessary with braces, sheeting, shoring or stringers, trench boxes, or other acceptable excavation support systems. All trench support systems shall be installed by men skilled in such work and shall be so arranged that it may be withdrawn as backfilling proceeds, without injury to the utility or structure constructed or to any roadbed, adjacent structure or property. Supporting methods shall be included in CONTRACTOR'S Excavation Plan.

4. Wherever necessary, in running sand, or soft ground, or for the protection of any structure or property, sheeting shall be driven without extra compensation to such a depth below the bottom of the trench as may be required or directed. Where directed by the OWNER to leave sheeting in place, payment will be made under the appropriate contingent item.

5. All work shall be performed in accordance with the latest applicable Federal, State, and local safety and health regulations.

K. Drainage and Dewatering

1. The CONTRACTOR shall grade the site as necessary to prevent surface water ponding or from flowing into the trench or other utility excavations and shall provide all necessary temporary surface drainage and keep the same operating to the satisfaction of the OWNER until permanent

drainage or finished grading and permanent surface stabilization has been completed.

2. It shall be the CONTRACTOR'S responsibility to adequately control water that may be present in the excavation. A National Pollutant Discharge Elimination System (NPDES) permit shall be obtained by the CONTRACTOR to dewater excavations from the Maryland Department of the Environment for the anticipated dewatering period. If flow is more than 10,000 gallons per day or longer than 30 days, an NPDES permit is required. Fees shall be paid by the OWNER.

3. CONTRACTOR shall provide for the disposal of water removed from excavations in such a manner not to cause damage to public or private property or to any portion of the work completed or in progress or cause any impediment to the use of any area by the public; nor shall the CONTRACTOR discharge any flushing or groundwater or any material of any nature into existing sanitary sewer system during the construction of the facilities. All water shall be discharged through an approved sediment control device and under the threshold as required by the Maryland Department of the Environment requiring a groundwater discharge permit.

L. Excavation Below Subgrade

1. The CONTRACTOR shall, without additional compensation, before any pipe or appurtenance is installed, fill all unauthorized depressions or irregularities in the bottom of excavations with aggregate fill.

2. Where the bottom of the excavations, at subgrade, is in unstable or unsuitable material, excavation shall be carried to such depth as ordered by the OWNER. The trench bottom shall be restored to subgrade with aggregate fill.

3.4 BACKFILL

A. The CONTRACTOR shall backfill as rapidly as practicable after the installation of the utility therein, or after the excavation has served its purpose. No more than one hundred (100) feet of trench may be open at any time except as approved by the OWNER.

B. Backfill to twelve (12) inches above top of pipe: Suitable material shall be carefully placed around and to a depth of twelve (12) inches over the pipe. These initial lifts shall be carefully placed and hand-tamped in four (4) inch layers. Care should be exercised in this operation to insure that the alignment of the utility is not disturbed.

C. From twelve (12) inches above top of pipe to top of trench: The remainder of the trench may be backfilled in layers not exceeding the specified compaction lift depths. However, if lift thickness is followed and the specified compaction is not obtained based on the testing during backfilling, the CONTRACTOR shall, at his own expense, remove, replace, and retest as many times as is required to obtain the specified compactions. In backfilling the remainder of the trench, stones of not more than four (4) inches in largest dimension which have been taken out in excavating may be mixed with earth in an amount not exceeding twenty-five (25) percent of the backfill volume. Stones of larger size or in greater quantities shall not be used, unless directed by the OWNER. The CONTRACTOR shall not permit excavations to be used for the disposal of refuse.

D. In paved areas, the CONTRACTOR shall furnish and backfill the trench as per the requirements of the governing regulatory agency, and/or Contract Documents.

E. Should additional material be required or deemed unsuitable by the geotechnical engineer for backfilling, the CONTRACTOR shall obtain Borrow material from offsite sources, to complete the trench backfill. If soil removed from the trench is determined to be suitable but too wet for immediate reuse as determined by the geotechnical engineer, the CONTRACTOR may be allowed to replace with approved material at their own expense.

F. No layer of soil shall be placed on a frozen surface of a preceding layer or on a frozen subgrade.

3.5 COMPACTION

A. The CONTRACTOR shall, in unimproved areas outside the public rights-of way, compact each backfill layer in such a manner as to obtain a dense backfill free of voids and not susceptible to undue settlement or depression. Backfilled lifts extending to not less than one (1) foot in depth or as approved by the OWNER shall be compacted to at least ninety (90) percent of maximum density at a moisture content within five (5) percent of the optimum in accordance with ASTM D 1556. Perform density testing per ASTM D 6938 Nuclear Density for soils and aggregate. ASTM D 2950 for Bituminous pavement.

B. Backfill for any improved area beneath aggregates, paving, or concrete specified hereinafter shall be backfilled with suitable material and compacted in lifts not to exceed eight (8) inches in thickness to at least ninety-five (95) percent of maximum density at a moisture content within five (5) percent of the optimum in accordance with ASTM D 1556. All compaction must comply with the aforementioned or the latest edition of the governing applicable road code or permit whichever is most stringent. CONTRACTOR shall hire an independent testing agency to provide suitable Proctor curves for each type of backfill material used in the project. CONTRACTOR'S testing agency shall perform density tests at a rate of one (1) test per every one hundred (100) feet, for each eight (8) inch

lift of material placed. The CONTRACTOR'S independent testing agency shall be subject to approval by the OWNER. Perform density testing per ASTM D 6938 Nuclear Density, ASTM D 2950 for Bituminous pavement.

C. Insofar as the specifications for mechanical tamping equipment or methods are concerned, no specific requirements are included in these Specifications other than that the use of any particular type of equipment is subject to the approval of the OWNER and that the OWNER has sole right to judge what equipment is suitable for the uses intended.

3.6 MAINTENANCE OF BACKFILLED TRENCH

A. All backfilled trenches shall be maintained in an acceptable condition by and at the expense of the CONTRACTOR for a period of four months following the date of conditional acceptance of the work. Retainage may be held until the end of this period.

B. If the CONTRACTOR fails to fill depressions in the backfilled trench within twenty-four (24) hours after the receipt of notice from the OWNER, the OWNER may refill said depressions and the cost thereof shall be retained from any monies due the CONTRACTOR, under the Contract. In case of emergency, the OWNER may refill any dangerous depression or protect with lights wherever necessary without giving previous notice to the CONTRACTOR; and the cost of so doing shall be retained from any monies due to become due the CONTRACTOR under the contract.

B. The CONTRACTOR shall be responsible for any injury or damage that may result from lack of maintenance of any refilled excavation at any time prior to final acceptance of the Project.

** End of Section **

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DIVISION 3

SECTION 03 10 00 CONCRETE FORMING AND ACCESSORIES
SECTION 03 20 00 CONCRETE REINFORCING
SECTION 03 30 00 CAST-IN-PLACE CONCRETE

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SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.1 DESCRIPTION

A. The work to be furnished under this Section includes, but is not limited to the designing, furnishing, fabricating, erecting, and bracing required for the various concrete work on the site.

1.2 SUBMITTALS

A. The CONTRACTOR shall prepare and submit for approval complete detailed plans of all formwork to be constructed. Submittals shall be in accordance with Section 01 33 00 of these Specifications. He shall not proceed with formwork construction until his plans have been approved. This requirement may be waived for minor foundations (less than one [1.0] cubic yard) only upon receipt of written approval from the ENGINEER. However, approval of these plans or lack thereof shall not relieve the CONTRACTOR of complete responsibility for the safety and adequacy of all formwork.

1.3 DESIGN CRITERIA

A. Forms shall be designed in accordance with American Concrete Institute (ACI) 347 and such that the forms can be removed without injuring the concrete. The design and engineering of the formwork shall be the responsibility of the CONTRACTOR.

PART 2 PRODUCTS

2.1 MATERIALS

A. Forms for concrete work shall conform to ACI Standard 318 and shall be constructed of wood, steel, or other approved materials. Surfaces of forms shall be free from irregularities, dents and sags. Lumber used in forms shall be dressed to a uniform thickness, evenly matched and free from loose knots and other imperfections that would produce defects in the finished concrete surfaces. The CONTRACTOR may elect to employ prefabricated forms, upon prior approval as to both type and material, for concrete walls and structures. In either case a plain smooth surface of the desired contour must be obtained. For surfaces to be given a rubbed finish the material shall be heavy plywood unless otherwise specifically approved. For curved or special surfaces the above requirements may be modified.

B. Form surfaces in contact with concrete shall be treated with an effective bond-breaking form coating, in accordance with Section 3.4 of ACI 347. Forms shall be designed to permit easy removal. Prying against the face of the concrete will not be allowed. Only wooden wedges shall be used.

C. Plywood forming shall be B-B Plyform Class 1 Exterior, as manufactured and specified by the American Plywood Association.

D. Form ties, spreaders, and other form accessories shall be commercial brands of standard manufacture. Form ties and accessories shall be of such design that upon removal of forms, no metal shall be less than one and a half (1-1/2) inch from the surface of concrete. All tie holes shall be filled entirely.

PART 3 EXECUTION

3.1 FABRICATION AND ERECTION

A. The form material shall be placed so a smooth surface free from irregularities is obtained. Sheets of material shall be placed so that joints are in regular and true horizontal and vertical lines. Full sized plywood sheets shall be used except where a single smaller piece will cover an entire area. Where form lining is used it will be used in pieces as large as possible. All joints shall be solidly backed, butted tight together and sealed with white lead paste or other approved crack fillers. All holes shall be filled as well as depressions or hammer marks so that the completed surface is as smooth as possible. When steel forms are used the panels shall be as large as practical and of sufficient gage to prevent surface irregularities. Panels shall be assembled in uniform patterns and firmly locked and braced together to form a smooth surface. Bent or irregular panels will not be used. Round fiber column forms shall be furnished full height and shall be fitted with circular wooden templates at top and bottom and with wooden collars at intermediate points. Fiber forms shall be removed no later than ten (10) days after pouring.

B. All lumber shall be free from knotholes, loose knots, cracks, splits, warps, or other defects impairing the strength or the appearance of the finished structure.

C. The forms shall be built true to line and braced in a substantial and unyielding manner. They shall be mortar tight and shall be thoroughly soaked with water to close cracks due to shrinkage.

D. Dimensions affecting the construction of subsequent portions of the work shall be carefully checked after the forms are erected and before any concrete is placed. The interior surfaces of the forms shall be adequately oiled, greased, or soaped to ensure nonadhesion of mortar. Form plywood and/or lumber which is used a second time shall be free from bulge, warp or damage and shall be thoroughly cleaned. The forms shall be inspected immediately preceding the placing of

concrete and any defects shall be remedied and all dirt, sawdust, shavings, or other debris within the forms shall be removed.

E. Blocks and bracing shall be removed with the forms and in no case shall any portion of the wood forms be left in the concrete. Special attention shall be paid to the ties and bracing and when forms appear to be insufficiently braced or unsatisfactorily built, before or during construction, the work will be ordered stopped until the defects have been corrected. The forms shall be so constructed that the finished concrete shall be of the form and dimensions shown on the plans and true to line and grade.

F. Securely install in the formwork required inserts, anchors, sleeves, and other items specified under other sections or as shown on the Contract Drawings. Wherever practicable, securely fasten embedded items to reinforcing steel.

G. Set edge forms and screed to produce the indicated elevations and contours, and secure to prevent displacement during placing and consolidation of concrete.

H. Construct formwork so as to result in concrete surfaces conforming to the tolerances specified herein.

I. Concrete Tolerances

1. Variations from the plumb:

   In any 10 ft of length.....1/4 in.
   Maximum for entire length .....1 in.

2. Variation from the level or from the grades indicated on the drawings.

   In any 10 ft of length.....1/4 in.

   In any bay or in any 20 ft of length....3/8 in.
   Maximum for entire length .....3/4 in.

3. Variation of linear building lines from

   Established position in plan .....1/2in.

4. Variation in cross-sectional dimensions of columns and beams and in the thickness of slabs and walls.

   Minus .....1/4 in.
   Plus.....1/4 in.

5. Footings:

a. Variation in dimensions in plan, when formed.

Minus .....1/2 in.
Plus.....2 in.

b. Variation in dimensions in plan against unformed excavation.

Minus .....1/2 in.
Plus.....3 in.

3.2 REMOVAL OF FORMS, FALSEWORK, AND CENTERING

A. Unless earlier removal is approved by the ENGINEER, maintain forms, falsework and centering in place until the concrete has attained the minimum of forty (40) percent of specified design strength.

B. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety.

C. Do not remove shoring until the member has acquired sufficient strength to support its own weight, the load upon it, and the added load of construction.

D. Do not strip floor slabs in less than two (2) days.

E. Do not strip vertical concrete in less than seven (7) days.

** End of Section **

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 GENERAL

1.1 DESCRIPTION

A. The work to be performed under this Section includes, but is not limited to the furnishing, fabricating, bending and placing of all steel reinforcement as shown on the Contract Drawings and as specified herein.

B. Details of concrete reinforcement and accessories not included in this Section shall be in accordance with American Concrete Institute (ACI) 315-80.

1.2 RELATED WORK SPECIFIED ELSEWHERE IN THESE SPECIFICATIONS

A. Section 03 10 00, Concrete Forming and Accessories.

1.3 SUBMITTALS

A. Shop drawings are required for all reinforcement and shall be in accordance with Section 01 33 00, as well as ACI 315-80, manual of standard practice for detailing concrete structures.

B. Furnish certified copy of mill tests on each heat, showing chemical and physical analysis.

PART 2 PRODUCTS

A. Reinforcing bars shall be new, intermediate grade billet steel, deformed, of domestic manufacture and in accordance with ASTM Designation A 615, Grade 60. Bars shall be of the sizes, shapes, laps, spacings, and clearances as shown on the Contract Drawings and detailed in accordance with the latest applicable provisions of ACI 318 and ACI 315.

B. Metal accessories shall be in accordance with ACI 315 and shall include spacers, bolsters, chairs, tie bars, support bars, and all other items necessary for the proper support and location of the reinforcement and forms. All metal accessories shall be employed. No metal accessories shall be exposed on the surface of the finished concrete.

PART 3 EXECUTION

3.1 BONDING AGENT

A. A bonding agent shall be used for:

1. Vertical surfaces of concrete against which new concrete is to be placed.

2. A thin uniform coating of bonding agent shall be brushed onto the prepared surface immediately before placing fresh concrete. Bonding agents shall be mixed by means of a mixer. Any bonding agent not used within thirty (30) minutes of mixing shall be discarded. Bonding agent that has dried shall be removed and replaced prior to placing concrete against it.

3.2 ADHESIVE DOWELS

A. The CONTRACTOR shall drill holes to the required dimensions, clean holes, place dowel adhesive, and properly position the dowels as specified in the Contract Documents. Core drilling of the dowel holes shall not be permitted.

B. Steel reinforcement and other existing embedments shall not be cut or damaged by the drilling process. Prior to drilling holes, the CONTRACTOR shall locate existing steel reinforcement using a cover meter, utility ducts, post tensioning hardware, and any unsound concrete in the vicinity of the dowel locations. If any of the above is encountered during drilling operations, the ENGINEER shall be notified immediately.

C. The CONTRACTOR'S operations shall not cause spalling, cracking, or other damage to the surrounding concrete. Concrete spalled or otherwise damaged by the CONTRACTOR'S operations shall be repaired in a manner acceptable to the ENGINEER. The CONTRACTOR shall clean the holes using compressed air to remove all deleterious material, including dust and debris, and shall dry them prior to placing the dowel adhesive. Holes that are started but not completed shall be cleaned and filled with a proprietary patching material.

D. The handling and placement of the dowel adhesive shall conform to the manufacturer's written instructions. All excess dowel adhesive shall be struck-off flush with the concrete surface and removed from the surrounding concrete surface area.

E. Dowels shall be clean and free of deleterious material.

F. The CONTRACTOR shall maintain dowels in the proper position during the setting of the dowel adhesive and shall prevent the loss of dowel adhesive from the holes.

3.3 FABRICATION

A. Detailing and fabrication of reinforcement shall be in accordance with the latest editions of ACI 315 and ACI 301.

3.4 DELIVERY, STORAGE, AND HANDLING

A. Immediately after delivery, reinforcing steel shall be sorted for size, shape, and length or by final usage. Steel shall be handled utilizing equipment and procedures to prevent bending, kinking, or damaging the steel. Reinforcing steel shall be stored on racks clear of the ground to protect it at all times from the weather. Sufficient supports shall be used to prevent damage to the steel.

3.5 PLACING

A. Only material free from loose rust, scale, grease, or other adhering substances shall be placed in the forms. It shall be placed in exact positions and spacing shown. Spacing between forms and bars shown shall be maintained. Securely fasten in position so materials do not become displaced during placing of concrete. Cleaning, bending, placing, and splicing of reinforcement shall be done in accordance with requirements of the Contract Drawings and approved shop drawings. Mesh reinforcement in slabs shall have sides and ends lapped not less than one mesh. All mesh in slabs on grade shall be placed in top half of slabs.

3.6 CLEAR COVER

A. All reinforcement shall have a clear cover measured from the outside of the bar to the concrete surface as listed below, unless otherwise noted on Contract Drawings.

1. Concrete deposited against the ground shall be three (3) inches.

2. Formed surfaces exposed to weather or in contact with the ground or process liquid shall be two (2) inches.

3. Tops of Slabs

a. #6 through #18 bars shall be two (2) inches
b. #5 Bar, W31 or D31 wire and smaller one and one-half (1-1/2) inches.

3.7 SPLICING

A. Where single lengths of bars are not available, shorter bars may be used. Splices shall overlap as shown on drawings or as specified in ACI 318 and ACI 315. Locations of splices are to be approved by ENGINEER.

3.8 INSERTS AND FASTENING DEVICES FOR OTHER WORK

A. The CONTRACTOR shall provide for installation of inserts, conduit, pipe sleeves, drains, hangers, metal ties, anchors, bolts, angle guards, and other

fastening devices required for attachment of other work. Reinforcing shall be properly located in cooperation with other trades and secured in position before concrete is poured.

B. Sufficient time between erection of forms and placing of concrete shall be given to various trades to permit proper installation of their work. See Contract Drawings and other sections of these Specifications for extent, location, and details of items to be embedded or placed in concrete.

C. All sleeves, chases, inserts, hangers, etc., which are provided and placed in forms by various trades shall be maintained in position and protected until concreting is completed.

3.9 INSPECTION

A. All reinforcement shall be subject to inspection by the ENGINEER after placement in the forms. Approval of ENGINEER shall be obtained prior to pouring concrete.

** End of Section **

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope

1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified and required to furnish and install cast-in-place concrete and related materials.

B. Coordination

1. Review installation procedures under other sections and coordinate the installation of items that must be installed in the concrete.

1.2 QUALITY ASSURANCE

A. Reference Standards

1. Comply with the applicable provisions and recommendations of the following, except as otherwise shown or specified.

a. American Concrete Institute (ACI) 301, Specifications for Structural Concrete for Building (includes ASTM Standards referred to herein except ASTM A 36).

b. ACI 347, Recommended Practice for Concrete Formwork.

c. ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.

d. ASTM A 36, Structural Steel.

e. Maryland Department of Transportation Specification Section 918, Cement Concrete Mixture.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard clean surface shall be provided for storage. Suitable means shall be taken during hauling, piling and handling to

ensure that segregation of the coarse and fine aggregate particles does not occur and the grading is not affected.

B. Deliver concrete reinforcement materials to the site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Portland Cement

1. ASTM C 150, Type II.

B. Aggregates

1. ASTM C 33.

a. Fine Aggregate: Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank run sand and manufactured sand are not acceptable.

b. Coarse Aggregate: ASTM C 33 Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter, as follows:

i. Crushed stone, process from natural rock or stone,

ii. Washed gravel, either natural or crushed. Use of slag and pit or bank run gravel is not permitted.

c. Coarse Aggregate Size: Size to be ASTM C 33, Nos. 57 or 67, unless permitted otherwise by ENGINEER.

d. Water: Clean, potable.

e. Air-Entraining Admixture: ASTM C 260.

f. Water-Reducing Admixture: ASTM C 494. Only use admixtures which have been tested and accepted in mix designs.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60.

PART 3 EXECUTION

3.1 INSPECTION

A. CONTRACTOR shall examine the conditions under which concrete is to be placed, and notify ENGINEER in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.

3.2 FORMWORK

A. Construction so that concrete members and structures are correct size, shape, alignment, elevation and position, complying with ACI 347.

B. Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during and after concrete placement if required to eliminate leaks.

3.3 REINFORCEMENT, JOINTS, AND EMBEDDED ITEMS

A. Comply with the applicable recommendations of specified codes and standards, and Concrete Reinforcing Steel Institute (CRSI), Manual of Standard Practice, for details and methods of reinforcement placement and supports.

B. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.

C. Position, support, and secure reinforcement against displacement during formwork construction or concrete placement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.

1. Place reinforcement to obtain the minimum concrete coverages as shown and as specified in ACI 318. Arrange, space, and securely tie bars and bar supports together with sixteen (16) gage wire to hold reinforcement accurately in position during concrete placement operations. Set with ties so that twisted ends are directed away from exposed concrete surfaces.

2. Reinforcing steel shall not be secured to forms with wire, nails or other ferrous metal. Metal supports subject to corrosion shall not touch formed or exposed concrete surfaces.

D. Concrete shall not be placed until the reinforcing steel is inspected and permission for placing concrete is granted by ENGINEER. All concrete placed in violation of this provision will be rejected.

E. Installation of Embedded Items: Set and building into the Work anchorage devices and embedded items required for other Work that is attached to, or supported by cast-in-place concrete.

3.4 CONCRETE AND PLACEMENT

A. Proportioning and Design of Mix:

1. Minimum compressive strength at 28 days: 4,000 psi.

2. Maximum water cement ratio by weight: 0.50.

3. Minimum cement content: 560 pounds per cubic yard.

4. Normal weight: 145 pounds per cubic foot.

5. Use air-entraining admixture in all concrete: provide not less than four (4) percent or more than eight (8) percent entrained air for concrete exposed to freezing and thawing, and from two (2) percent to four (4) percent for other concrete.

6. Calcium Chloride: Do not use calcium chloride in concrete, unless otherwise authorized in writing by ENGINEER. Do not use admixtures containing calcium chloride.

7. Slump Limits: At point of placement, not less than two (2) inches and not more than five (5) inches.

B. Job-Site Mixing: Use drum type batch machine mixer, mixing not less than one and a half (1-1/2) minutes for one (1) cubic yard or smaller capacity. Increase mixing time at least fifteen (15) seconds for each additional cubic yard or fraction thereof.

C. Ready-Mixed Concrete: ASTM C 94.

D. Concrete Placement: Comply with ACI 304, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

E. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into all parts of forms.

F. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement, and curing.

1. In cold weather comply with ACI 306.
2. In hot weather comply with ACI 305.

3.5 QUALITY OF CONCRETE WORK

A. Make all concrete solid, compact and smooth, and free of laitance, cracks and cold joints.

B. Cut out and properly replace to the extent ordered by ENGINEER, or repair to the satisfaction of ENGINEER, surfaces which contain cracks or voids, are unduly rough, or are in any way defective. Patches or plastering will not be acceptable.

C. Repair, removal, and replacement of defective concrete as ordered by ENGINEER shall be at no additional cost to OWNER.

3.6 CURING

A. Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Keep continuously moist for not less than seventy-two (72) hours. Continue curing use of moisture-rating cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

3.7 FINISHES

A. Exposed to View Surfaces: Provide a smooth finish for exposed. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

** End of Section **

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DIVISION 26

SECTION 26 10 00 ELECTRICAL BASIC MATERIALS AND METHODS

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SECTION 26 10 00
BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes general requirements for all electrical work. The CONTRACTOR shall furnish and install all materials, equipment, and appurtenances necessary for a complete and satisfactory installation. The CONTRACTOR shall coordinate all electrical work required for the project. The CONTRACTOR shall provide the correct electrical service to each piece of electrical equipment whether or not shown on the drawings and check and coordinate electrical service and controls required with equipment provided under other specification sections.

1.2 DEFINITIONS

A. Unless otherwise specified or indicated, electrical and electronic terms used in these Specifications and Drawings shall be as defined in IEEE 100.

1.3 QUALITY ASSURANCE

A. Experience: All equipment shall be furnished by manufacturers who have at least three years experience in the design, production, assembly, and field service of equipment of like type and size. Products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturer's catalogs, or brochures during the two-year period. Products having less than a two-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6,000 hours, exclusive of the manufacturer's factory or laboratory tests, is furnished.

B. Uniformity: Unless otherwise specified, equipment or material of the same type of classification, used for the same purpose shall be the product of the same manufacturer. All material shall be new and of the current design of the manufacturer providing equipment or material.

C. Design: Equipment and accessories not specifically described or identified by manufacturer's catalog numbers shall be designed in conformity with NEMA, IEEE, or other applicable technical standards and shall have a neat and finished appearance.

D. Installation: Erect equipment in a neat and workmanlike manner; align, level, and adjust for satisfactory operation. Install equipment so that parts are easily accessible for inspection, operation, maintenance, and repair. Minor deviations from the indicated arrangements may be made, but only after obtaining approval from the ENGINEER.

E. Electrical work shall meet or exceed the latest revisions for the following standards and codes except where more stringent requirements have been specified:

1. Local Building Codes
2. National Fire Protection Associations – NFPA
3. National Electrical Code – NEC
4. Underwriters Laboratories, Inc. – UL
5. National Electrical Manufacturers Association – NEMA
6. Institute of Electrical and Electronic Engineers – IEEE
7. American Society of Testing Materials – ASTM
8. Insulated Power Cable Engineers Association – IPCEA
9. Association of Edison Illuminating Companies – AEIC
10. American National Standard Institute - ANSI

F. In general, all electrical equipment furnished shall be listed and labeled by Underwriters Laboratories, Inc. (UL) or another acceptable organization to the County and the ENGINEER. Submit name of organization that will label equipment if other than Underwriters Laboratories. Organization shall certify that the equipment meets applicable UL, ANSI, and NEMA standards.

1.4 SUBMITTALS

A. Submittals shall include the manufacturer's name, trade name, place of manufacture, catalog model number, complete part number, nameplate data, size, layout dimensions, capacity, project specification, and paragraph reference.

B. Shop Drawings: Submit shop drawings for each piece of equipment and for all materials. Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductwork, and other items that must be shown to ensure a coordinated installation. Wiring diagrams shall identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.

C. Manufacturer's Catalog Data: Shop drawings shall include manufacturer's catalog data for each manufactured item. Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves, and catalog data

sheets. Submittal shall include ratings, circuit diagrams, and dimensional data as a minimum.

D. Materials List: The CONTRACTOR shall submit, along with Shop Drawings, a materials list which shall include full information, including manufacturer's complete part number, regarding all components of the equipment. Materials of construction shall be presented in the listing by ASTM reference and grade.

1.5 GROUNDING

A. Ground raceways and noncurrent carrying parts of electrical equipment in accordance with NEC Article 250. Use the metallic conduit system for equipment and enclosure grounding. Grounding through the conduit system shall be in excess of any ground conductors shown on the Contract Drawings.

B. Circuits in nonmetallic conduit shall carry one ground conductor for equipment grounding.

PART 2 PRODUCTS

2.1 ELECTRICAL SYSTEMS IDENTIFICATION

A. Name plates. Provide nameplates to identify all pieces of equipment, and especially all enclosures. Nameplates shall be engraved lamicoid, with upper case lettering (condensed block type), unless otherwise noted. Nameplate colors shall be black with white letters unless otherwise shown. Nameplate numbering system shall be as shown on the Contract Drawings.

B. Marking Tags (Wire and Cable Identification). Marking tags shall be preprinted plastic tape. Manufacturer: Brady, O.Z. Gedney, or equal.

C. Instrument Tags. Instrument tags shall be laminated vinyl tape, minimum 3 inches by 5 inches with preprinted insert and "write on" type laminate to provide calibration and servicing information. Each tag shall include a pre-punched hole for fastening to instrument with ty-wraps.

2.2 CONDUITS AND RACEWAYS

A. Rigid Metal Conduit (RMC). Rigid metal conduit shall be galvanized steel, hot-dipped with zinc over the entire length, both exterior and interior including threads. Conduits shall have a coat of lacquer for sealing. Each conduit shall have a coupling on one end and a thread protector on the other. Conduit shall meet ANSI Standards C80.1 and C80.4 latest revisions. The conduit shall be manufactured by Allies Tube & Conduit Corporation, Pittsburgh Standard Conduit Company, Triangle PWC Co., or equal.

B. PVC Coated Rigid Metal Conduit. PVC coated rigid metal conduit and fittings shall consist of a rigid metal conduit having a PVC coating not less than 40 mils thick. Rigid metal conduit shall be as specified above. PVC coating shall be bonded to the conduit and fittings such that the bonding shall be stronger than the tensile strength of the PVC. PVC coated rigid metal conduit shall be in accordance with NEMA Standard RN-1, latest revision, for Type A-40 PVC coated conduit and fittings. PVC coated conduit and fittings must comply to ASTM D870, D1151, D3359 and D1308. The PVC coated conduit and general purpose fittings must be UL Listed for the PVC as supplying the primary corrosion protection. The conduit threads must be hot galvanized, not hot dipped, and have an additional coat of clear Urethane. PVC coated rigid steel conduit, all conduit bodies, fittings, and female threads shall include a minimum of 2 mils urethane internal coating. Product shall be Robroy Plasti-Bond Red, Perma-Cote or engineered approved equal.

C. Liquid-tight flexible metal conduit (Seal-tight). Shall be constructed of flexible corrosion resistant zinc galvanized steel conduit with an extruded plastic jacket and built-in continuous copper ground strap under the jacket. Conduit shall be type UA manufactured by Anaconda Metal Hose Company, Type LA manufactured by Electri-Flex Co., or equal. Fittings shall be PVC coated at each end of the liquid tight conduit. Equipment mounting racks shall be provided as required to mount and support equipment and where specifically shown on the Contract Drawing details.

2.3 LOW VOLTAGE CONDUCTORS

A. Low voltage conductors for 600 VAC service and below shall be rated a minimum of 600 volts. Conductors shall be constructed of uncoated Class B copper concentric-lay- stranded wires, rated for 90 degrees C (dry), 75 degrees C (wet), machine tool wire with thermoplastic (PVC) insulation and nylon jacket. Conductors shall be oil and gasoline resistant II. Conductors stranded in other than Class B may be used provided that all terminals, lugs, and connectors are listed and marked for use with that conductor stranding.

B. Conductors shall be of the following type, temperature rating, insulation, and/or jacket:

1. THHN/THWN/MTW: 600 Volt, 90ºC (dry), 75ºC (wet)
2. MTW/AWM: 600 Volt, 90ºC (dry) with PVC insulation

C. Control conductors shall be type MTW/ATM, 14 AWG. Control conductors for AC circuits within MCC or control panels shall be red. Control conductors energized from a source external to the control panel source shall be yellow.

D. Acceptable manufacturers: Royal, Deceron, Rome, GE, General Cable/BIC, Essex, or equal.

2.4 PANELBOARDS AND CIRCUIT PROTECTIVE DEVICES

A. Panelboards

1. Panelboards shall meet Federal Specification W-P-115B, Type 1, Class 1, and shall conform to UL50 UL67, and NEMA PB-1.

2. Panelboards shall be circuit breaker type as shown on the drawings with neutral bar, ground bar, and main and branch circuit breaker.

3. Panelboards shall be provided with ample wiring gutters and shall have a single door with spring door hinges, lock, keys, and cardholder on the side of the door. Circuit identification cards shall be typewritten with circuits identified as actually installed.

4. Panelboards with main circuit breakers serving as building disconnecting means shall be service entrance rated, and shall be provided with a plaque designating the circuit breaker as a building disconnecting means.

5. Manufacturers

   a. 120/208 VAC and 120/240 VAC, single phase Panelboards. Unless otherwise indicated, three wire 120/208 VAC and 120/240 VAC panelboards shall be the type manufactured by Square D Company, or equal.

B. Panelboard Circuit Breakers

1. Circuit breakers, where included as part of panelboards, shall be mechanically and electrically similar to molded case circuit breakers.

2. Single pole breakers shall have a minimum interrupting rating of 10,000 amperes RMS symmetrical at 240 VAC or 14,000 amperes at 480 VAC unless otherwise shown or specified.

C. Service Entrance Circuit Breakers

1. The service entrance breaker shall be UL listed, service entrance rated.

2. The service entrance breaker shall be provided with an appropriate enclosure labeled as “Service Disconnect,” and the enclosure shall be connected to the grounding system in accordance with the National Electrical Code.

2.5 LIGHTING FIXTURES

A. Area Lighting

1. General: Pole mounted light fixture for general exterior area illumination in parking areas, equipment areas, or similar locations.
2. Light Source: LED 25,000 lumens/190 W or 21,000 lumens/146 W
3. Voltage: 120VAC – 277VAC, 60Hz, single phase
4. Listings: UL Listed for use in wet locations.
5. Mounting: Pole mounted. Provide all slip fitters, hardware, brackets, for mounting light fixture on the pole.
6. Manufacturer: Lithonia ESX1 LED or equal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Unless otherwise shown or specified, all power, lighting, and control circuits shall be enclosed in conduit wireways. Minimum size shall be ¾ inch unless specifically shown otherwise. Conduit shall be installed with a minimum number of joints. Conduits shall be continuous and shall be secured in such a manner that each system shall be electrically continuous. Terminations of conduits shall be furnished with locknuts at each fabricated panel using watertight conduit hubs.

B. All individual conductors shall be identified at all termination and splice points. Wire numbers or letter coding shall be by means of printed plastic tape, and shall be as scheduled on the Contract Drawings. Each conductor's insulation shall be a single color throughout its entire length.

C. Minimum conduit size shall be ¾ inch unless specifically shown otherwise.

D. Factory Applied. Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.

E. Field Applied. Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria.

3.2 NAMEPLATE MOUNTING

A. Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two stainless steel sheet-metal screws or two stainless steel rivets.

3.3 COORDINATION

A. The CONTRACTOR shall coordinate all electrical work involving existing circuits and operations with the OWNER for required shutdowns, conversions, and tie-ins.

** End of Section **

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DIVISION 31

SECTION 31 25 00 EROSION AND SEDIMENT CONTROL

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SECTION 31 25 00
EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

A. The Work covered by this Section consists of furnishing all materials, equipment tools and labor to construct erosion and sediment control systems.

B. The Work to be performed includes, but is not limited to silt fence, stabilized construction entrances, and site surface drainage conveyances as specified herein and as shown on the Contract Drawings.

C. All erosion and sediment control devices shall be inspected daily by the CONTRACTOR and maintained continuously throughout the duration of the project by the CONTRACTOR. The CONTRACTOR is required to provide the ENGINEER with a Daily Inspection Form for Erosion and Sediment Controls that documents the condition of the erosion and sediment control devices and documents repairs and maintenance that is completed that day. The CONTRACTOR is required to indicate on the Daily Inspection Form for Erosion and Sediment Controls any observations of erosion and sediment controls that require maintenance, repair, or replacement, as well as indicate his/her recommendations for erosion and sediment controls that require maintenance, repair, or replacement. The County may conduct independent periodic inspections. This process will enable the CONTRACTOR to obtain approval from the ENGINEER prior to conducting any required maintenance, repairs, or replacements of erosion and sediment controls. The CONTRACTOR will not be compensated for maintenance, repairs, or replacement of erosion and sediment controls unless Daily Inspection Forms for Erosion and Sediment Controls are provided to the ENGINEER and the ENGINEER provides prior authorization of such maintenance, repairs, or replacement of erosion and sediment controls.

D. The CONTRACTOR shall water seeded areas immediately upon placement of both temporary and permanent seeding. The CONTRACTOR shall provide sufficient watering of grass throughout the duration of the project.

1.2 REFERENCES

A. Maryland Standards and Specifications for Soil Erosion and Sediment Control, 2011 Ed.

1.3 QUALITY ASSURANCE

A. The CONTRACTOR shall provide the necessary straw bales, silt fence, and/or other temporary erosion control measures to contain all his/her work activities, and as shown on the Contract Drawings or as directed by the ENGINEER.

B. Erosion control measures as shown on the Contract Drawings shall be established at the beginning of construction and maintained during the entire period of construction. Onsite areas that are subject to severe erosion, and offsite areas that are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive special attention in a manner approved by the ENGINEER.

C. All land-disturbing activities are to be planned and conducted to minimize the size of the area to be exposed at any one time and the length of exposure. In any case, the area to be exposed at any one time shall not be greater than the construction phase in which work is being conducted, as delineated on the Contract Drawings.

D. Surface water runoff originating upgrade of exposed areas shall be controlled to reduce erosion and sediment loss during the period of exposure.

E. When the increase in peak velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving stream, the CONTRACTOR shall provide measures to control both the velocity and the rate of release so as to minimize accelerated erosion and increased sedimentation of the stream. Such measures shall be approved by the ENGINEER. All land-disturbing activities are to be planned and conducted to prevent offsite sedimentation damage.

F. Vegetative Stabilization: Seeding both Temporary and Permanent shall be in accordance with the specifications on the Erosion and Sediment Control Drawings and Maryland Department of Environment specifications.

G. Erosion and sediment control systems shall be maintained in functional and satisfactory condition by the CONTRACTOR until all the disturbed areas are stabilized and approval is given by the ENGINEER.

H. Erosion and sediment control systems shall only be removed by the CONTRACTOR when the site has been fully stabilized and approved by the ENGINEER.

1.4 SUBMITTALS

A. The CONTRACTOR shall submit to the ENGINEER the following items in accordance with Section 01 33 00, Submittals, or other related sections herein these special provisions:

1. Product data and source for all materials to be used ten (10) calendar days prior to placement.

2. Submit daily/rain event checklists, Erosion and Sediment Control inspection forms, and Daily Construction Reports.

PART 2 PRODUCTS

2.1 EROSION AND SEDIMENT CONTROL MATERIALS

A. Silt Fence: CONTRACTOR shall supply silt fence to control surface-water runoff and sediment. Silt fence material shall meet or exceed the criteria specified on the Contract Drawings. CONTRACTOR shall submit manufacturer's product data to the ENGINEER for approval.

B. Stabilized Construction Entrances: Stone for stabilized construction entrances shall meet requirements of AASHTO M 43, No. 2.

PART 3 EXECUTION

3.1 TRANSPORTATION, HANDLING AND STORAGE

A. Materials shall be handled and stored in such a manner as to prevent damage to the material. Materials shall not be dropped or dragged over the ground. Any materials damage shall be replaced at no expense to the County.

3.2 EROSION AND SEDIMENT CONTROL STRUCTURES

A. Silt Fence:

1. Installation: CONTRACTOR shall install silt fence in accordance with specifications and installation instructions provided by the manufacturer or on the Contract Drawings, or as directed by the ENGINEER. The proposed silt fence shall be staked out and approved by the ENGINEER prior to installation. Authority of precedence shall be as follows: ENGINEER'S direction, Contract Drawings, Specifications, and manufacturer's installation instructions.

2. Maintenance: Silt fencing shall be inspected daily and maintained continuously throughout the duration of the project. The CONTRACTOR is required to provide immediate replacement of tears in the fabric, strengthening of posts where movement is observed, and cleaning of excessive silt accumulation. Fabric torn shall be replaced without any delay. Silt shall be removed when it has accumulated to a level that is 20% of the height of the silt fence, or approximately 3 in. high from the ground surface. Silt shall be removed, hauled, and disposed of offsite.

3. The CONTRACTOR shall use portable sediment tank(s) or dirt bag(s) while dewatering. The CONTRACTOR may use other methods for dewatering as approved by the ENGINEER.

4. Removal: Upon full stabilization of the areas the ENGINEER may require the CONTRACTOR to remove certain lengths of the silt fence. In such cases the CONTRACTOR shall remove all materials and dispose of them in an appropriate manner. All the disturbed areas by this operation shall be stabilized satisfactorily.

5. All work shall meet with the ENGINEER'S approval.

B. Temporary erosion control measures will be used to correct conditions that develop during construction that were not foreseen during design stage, that are needed prior to installation of permanent control features or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project. The ENGINEER will limit the area of the area of clearing and grubbing, and capping operations in progress, commensurate with the CONTRACTOR'S capability and progress in keeping with the finish grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule.

1. In the event that temporary erosion control measures are required due to the negligence, carelessness, or failure of the CONTRACTOR to install permanent controls as a part of the work as scheduled, and ordered by the ENGINEER for these reasons, such work shall be performed by the CONTRACTOR at his / her own expense.

2. The erosion control features installed by the CONTRACTOR shall be acceptably maintained by the CONTRACTOR during the construction period.

C. Permanent seeding shall be done in accordance with the requirements of the Specifications provided in the Contract Drawings and Maryland Department of Environment requirements. The CONTRACTOR shall water seeded areas immediately upon placement of permanent seeding. The CONTRACTOR shall provide sufficient watering of grass throughout the duration of the project.

1. The CONTRACTOR shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the ENGINEER. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The CONTRACTOR shall mow and water as directed, and otherwise maintain seeded areas in satisfactory condition until final inspection and acceptance of the work. It will be required that the CONTRACTOR establishes a good stand of grass of

uniform color and density to the satisfaction of the ENGINEER. If at the time when the Contract has been otherwise completed it is not possible to make an adequate determination of the color, density and uniformity of such stand of grass, payment for the unaccepted portions of the areas will be withheld until such time as the above requirements have been met.

D. Removal and Disposal of Sediment and/or Debris: CONTRACTOR shall remove, upon direction by the ENGINEER, all accumulated sediment and/or debris that has accumulated behind or within any of the erosion and sediment control devices. CONTRACTOR shall dispose of offsite.

E. CONTRACTOR shall inspect all erosion and sediment control devices daily and immediately following all precipitation events and submit to the ENGINEER the following workday written documentation that identifies any erosion and sediment control device that is in need of repair or in which sediment or debris has accumulated.

** End of Section **

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DIVISION 32

SECTION 32 92 00 LAWNS AND GRASSES

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SECTION 32 92 00
LAWNS AND GRASSES

PART 1 GENERAL

1.1 DESCRIPTION

A. This section includes requirements for seeding and mulching and as required for restoration and restabilization of any and all disturbed areas, stockpiles, and as directed by the ENGINEER, in accordance with the Contract Documents.

1.2 SUBMITTALS

A. Submit certificates of compliance before delivery of materials as specified in Section 01 33 00 for the following items:

1. Seed
2. Sod
3. Fertilizer
4. Lime
5. Mulch.

PART 2 PRODUCTS

2.1 TOPSOIL

A. Existing topsoil which is stripped may be stockpiled for reuse.

2.2 SEED

A. Unless otherwise specified herein, seed shall be certified by the Maryland Department of Agriculture and shall conform to requirements of Maryland Seed Law and Regulations.

B. Provide the following for all areas:

1. Mix

a. SHA Mix No. 1 applied at a rate of two (2) pounds per 1,000 ft^2

b. Sow mixture between 3 March and 1 May and between 1 August and 31 October.

2.3 FERTILIZER

A. The CONTRACTOR will submit soil samples to an approved soils testing laboratory for fertilizer recommendations. Recommendations shall be submitted to and approved by the ENGINEER before implementation.

B. Fertilizer shall be uniform in composition, free flowing and delivered to the site fully labeled according to applicable state fertilizer laws and shall bear the name, tradename or trademark, and warranty of the producer.

2.4 LIME

A. Lime shall be ground limestone containing at least 50% total oxides, calcium oxide plus magnesium oxide. Limestone shall be ground to fineness such that at least 50% will pass through a 100 mesh sieve and 98% will pass through a 20-mesh sieve.

2.5 MULCH

A. Mulch for protection of all seeding shall conform to the following requirements:

1. Straw shall be clean, weed free, unrotted, applied at a rate of not less than 70 to 90 pounds per 1,000 ft^2, 1.5 to 2.0 tons per acre, and shall be anchored with one of the following methods. Mulching anchoring tool for flat slopes, mulch nettings, cut back and emulsified asphalt applied five gallons per 1,000 ft^2, Curasol AH applied five gallons per 1,000 ft^2, Petroset applied per Manufacturer's recommendations, RMH Plus Tackifier applied per manufacturer's recommendations, or other equivalent binding solutions. Increase application rate on slopes 8 feet or more high as recommended by the manufacturer.

2. Straw erosion control blanket shall be placed in all channel beds that are grass lined, as shown on Plans. Erosion control blankets shall be Type SC150 as manufactured by North American Green, Evansville, Indiana, or equal. Also, all slopes greater than or equal to 3H:1V shall have type SC150 erosion blanket or equal.

3. Wood chips, coverage to be 1.5 inches deep.

4. Mulch utilized as temporary protection and stabilization shall conform to the above materials requirements. Rate of application shall be directed by the ENGINEER. Stone mulch will be permitted at the option of the CONTRACTOR.

PART 3 EXECUTION

3.1 PERMANENT SEEDING

A. Place 4 inches of topsoil on all areas not receiving asphalt pavement, crushed stone, or designated as access roads. Harrow, disc, or otherwise loosen subsoil to a depth of 4 inches.

B. Remove objectionable material such as stones, 2 inches or larger, clods, brush, roots and trash from the top 4 inches of soil.

C. Apply fertilizer and lime at the rates specified herein. Thoroughly mix into the top 4 inches. Scarify the area and rake until the surface is leveled to provide a maximum of 2 inches in variation, and the soil is friable and a uniform fine texture.

D. Immediately prior to seeding apply additional fertilizer at the rates specified herein, and work into the top 2 inches of the soil.

E. Apply seed mixture uniformly with mechanical power driven seeders, mechanical cyclone hand seeders or hydroseeding equipment. Slurry for hydroseeder may contain seed and fertilizer only. Disc seed 1 inch into soil in drainage ditch areas. Apply jute matting to areas shown on Drawings. Do not rake, roll, or drag the seedbed in all other areas if hydroseeder is used.

3.2 TIME RESTRICTIONS

A. Apply mulch at the rates specified herein, to all areas.

3.3 TIME RESTRICTIONS

A. When permanent seeding is specified or directed and seeding is not allowed because of time restrictions specified, utilize one or more of the following methods to prevent erosion and sedimentation until such time as permanent seeding or sodding is allowed:

1. Place and anchor straw mulch or wood chips.

2. Apply temporary seeding.

3. Prepare soil as for permanent seeding and then mulch as specified; overseed during next seasonal seeding period.

4. Provide other erosion control measures acceptable to the ENGINEER.

B. Remove straw or wood chips used as temporary mulch or work into subsoil at a minimum depth of 6 inches prior to initiation of permanent seeding application.

3.4 MAINTENANCE OF SEEDED OR SODDED AREAS

A. Maintain seeded areas until accepted in writing by the ENGINEER.

B. Water seeded, sodded and tree planting areas as necessary to maintain adequate moisture in the upper 4 inches of soil and keep grass mowed to a height of 2 to 3 inches. Do not remove more than one third of the grass leaf during initial mowing.

C. Inspect areas for failures and necessary repairs due to poor vegetative growth, traffic, or equipment damage, weather damage, or erosion.

D. Provide replacements during the specified planting seasons for areas where repairs are deemed to be necessary by the Inspector at no cost to the OWNER. This shall include repairs and replacements due to erosional or weather-related damage.

E. If stand of turf is inadequate as determined by the ENGINEER, overseed and fertilize using half of the rates originally applied, or resod. If stand is over 60% damaged, as determined by the ENGINEER, reestablish following original lime, fertilizer, seed bed preparation, and seeding recommendations.

** End of Section **

SECTION F: DRAWINGS (Bound Separately)

G-001	TITLE SHEET
C-101	EXISTING CONDITIONS PLAN
C-201	PROPOSED CONDITIONS PLAN
C-202	PROPOSED SITE PLAN INSET AND DETAILS

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BIDDERS' LIST

Bishopville Homeowner Drop-off Area Upgrades

Bunting & Murray
Construction Corp.
RD 1, Box 140A
Selbyville DE 19975
Phone: 302-436-5144
Fax: 302-436-1753
carrie@buntingandmurray.com

Hopkins Construction, Inc
18904 Maranatha Way, #1
Bridgeville, Delaware 19933
Phone: 302-337-3366
Fax: 302-337-3317
email - rjohnson@hopkins-inc.com

George & Lynch, Inc
150 Lafferty Lane
Dover, Delaware 19901
Phone: 302-328-6275
Fax: 302-328-8998
mmcgonigal@geolyn.com

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
Phone: 410-749-3116
Fax: 410-749-6088
bruceg@bennett-construction.com

A-del Construction Company, Inc.
10 Adel Drive
Newark, DE 19702-1331
Email - cfairer@a-del.com
Phone: (302) 893-3964
Fax: (302) 453-9550

Chesapeake Turf, LLC
PO Box 2696
Salisbury, MD 21802
Greg Tucker, Managing Member
greg@chesapeaketurf.com
Phone: (410) 341-4363
Fax: (866) 809-9185

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
Phone: (410) 879-8055
Fax: (410)241-5586
ebrown@dixieconst.com

A.P. Croll & Son, Inc.
PO Box 748
22997 Lewes-Georgetown Highway
Georgetown, DE 19947
Phone: (302) 856-6177
Fax: (302) 856-3482
scottf@apcroll.com

Teal Construction, Inc.
PO Box 779 – 19903
612 Mary Street
Dover, DE 19903
Phone: (302) 678-9500
Fax: (302) 678-9715
CR1647@TealConstruction.com

Bearing Construction, Inc.
805 Shine Smith Road
Sudlersville, MD 21668-1561
(410)556-6100
Fax (410)556-6574
jim@bearingconstruction.net

AIM Services, Inc.
2314 Allen Drive
Salisbury, MD
Email – estimating@aimservicesinc.com
Phone: 757-558-9300
Fax: 757-558-1904

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
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FAX: 410-632-1753

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

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

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

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

MEMORANDUM

TO: Weston Young, P.E., Chief Administrative Officer
FROM: Dallas Baker, P.E., Director
DATE: May 16, 2022
SUBJECT: Department of Public Works – Maintenance Division Operating Hours

****

The Maintenance Division has evaluated ways to be more productive and more efficient and is requesting an adjustment to their normal operating hours. Maintenance currently operates 8 hours per day, Monday through Friday, 7:30 to 4:00PM. Maintenance is requesting changing their operating hours to a 4-day work week, 10 hours per day, 6:00 to 4:30PM. Since the County operations are typically 5 days per week, Maintenance plans to continue covering all 5 days by splitting the staff to ensure service availability throughout the work week.

Maintenance Division is comprised of twenty-two employees with nineteen of them able to work 4-10-hour days. The custodial crew of 3 will remain on their current schedule of 8-hour days, Monday through Friday. Twelve staff members would work Monday through Thursday with the remaining Seven staff members working Tuesday through Friday. Staff that is regularly scheduled off on a Friday holiday would have Thursday off. Those scheduled off on a Monday holiday would have Tuesday off ensuring continued coverage of Maintenance's services. This would have no effect on Maintenance Division's after-hours emergency on-call procedures continuing this service as normal.

We propose this change as a 3-month trial period beginning May 30, 2022 to ensure the new schedule will work for all facilities. Providing this temporary change occurs without incident, we request it remain in effect as a permanent schedule.

Several enticing factors of changing to 4-10 hour work days are listed below;

- Maintenance would rarely need to adjust their hours to accommodate operating hours at various facilities to complete work before staff arrives. Currently, an adjustment in work hours occurs every few weeks for various reasons. A few of these examples are,
  - Various building inspections
  - Noisy work
  - Various repairs that require shut-down of electric, plumbing and/or HVAC equipment

- More work can be completed before other staff arrives in facilities. Without having to work around other staff, more productivity could occur with less disruption, displacement and inconvenience.
    - For one example, the Government Center has 62 heat pump units throughout the building above the ceilings. Placement of these units make them difficult to reach over desks and work spaces requiring staff to temporarily relocate to ensure a safe work area.
- There would be a mileage and fuel reduction resulting in a potential vehicle maintenance and fuel usage cost savings. This occurs not only for the County but the employee as well.
- A 4-day work week is more appealing and attracts more applicants to potential employment openings.

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

Attachment

cc: Stacey Norton, Human Resources Director
Chris Clasing, Deputy Director of Public Works
Michael Hutchinson, Maintenance Superintendent

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

DALLAS BAKER JR., P.E.
DIRECTOR

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MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director
DATE: May 31, 2022
SUBJECT: Worcester County Sanitary Sewer Overflows Settlement Payment to MDE

Public Works is requesting Commissioner approval to pay the Maryland Department of the Environment (MDE) a total of $16,686.00 in order to settle a total of 15 sanitary sewer overflow (SSO) violation fines that occurred between July 2017 through December 2021. On January 12, 2022, the Department of Public Works (DPW) received a letter from MDE requesting copies of the DPW response reports for a total of 23 different sanitary sewer overflow events. Public Works responded January 28, 2022 with copies of each of the SSO reports for review by MDE. On May 4th, 2022, DPW received the attached letter with an offer to settle for a payment of $16,686 to MDE. MDE did waive potential penalties for 8 SSOs related to weather or contractor error. However, a total of 15 of the SSOs were subject to the fine.

The total fine amount due to MDE totals $16,686. Public Works created a breakdown of the SSO fines based upon the service areas the overflows occurred within. DPW proposes assessing the shares of the fine amount to each of the respective service areas. The breakdown with number of fined overflow events and fine amount is included in the table below:

Service Area	# of Fined SSOs	Share of Fine Amount	GL Account Number
Ocean Pines	5	$5,562	555.8003.6500.030
West Ocean City	3	$3,337	580.6500.010
Riddle Farm	5	$5,562	570.6500.030
Mystic Harbour	1	$1,112	545.6500.030
Assateague Point	1	$1,112	520.6500.030
	Total Fine Amount:	**$16,686**	

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

Attachments

cc: Chris Clasing, P.E. Deputy Director
Gary Serman, W/WW Facilities Supervisor
Barbara Hitch, Enterprise Fund Controller

Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

MAY - 4 2022

CERTIFIED MAIL/ ELECTRONIC MAIL

Dallas Baker Jr., P.E., Director of Public Works
Worcester County
6113 Timmons Road
Snow Hill, Maryland 21863

Re: Worcester County Sanitary Sewer Overflows, AI# 21846
Compliance/Enforcement Assessment, Offer to Settle
[*Response Requested within 14 days*]

Dear Mr. Baker:

The Maryland Department of the Environment, Water and Science Administration, Compliance Program (Department) has reviewed the reports of sanitary sewer overflows (SSOs) submitted by Worcester County (County) pursuant to Code of Maryland Regulations (COMAR) 26.08.10 for the period of January 2017 through December 2021, as well as the email correspondence dated January 28, 2022 from Mr. Chris Clasing, Deputy Director of the Department of Public Works for Worcester County, regarding the SSOs that occurred during the aforementioned time period. The Department has determined that fifteen (15) unlawful discharges to the ground surface or waters of the State occurred from the County's sanitary sewer collection system, in violation of Section 9-322 of the Environment Article, *Annotated Code of Maryland* and regulations promulgated thereunder.

The Department acknowledges that the SSOs that occurred on January 23, 2019, February 5, 2019, and March 10, 2020, were the result of an unrelated contractor error, and the SSO that occurred on July 10, 2020, was the result of a significant weather event. The Department has therefore waived the assessment of penalties for the aforementioned SSOs. In addition, the Department has also reviewed the reports of unauthorized discharges that occurred on April 17, 2018, August 8, 2018, and October 19, 2021, from the Riddle Farm Wastewater Treatment Plant, and on February 11, 2019, from the Assateague Pointe Wastewater Treatment Plant in violation of Section 9-322 of the Environment Article, *Annotated Code of Maryland* and regulations promulgated thereunder. The enclosed attachment lists the remaining SSOs, and unauthorized discharges reported to the Department during this time period that the Department believes are subject to penalties.

Please be advised that the Department is authorized, in accordance with the provisions of Section 9-342 of the Environment Article, to seek administrative penalties of up to $10,000 per day up to a maximum of $100,000 and civil penalties of up to $10,000 per day for water pollution violations. After careful consideration of the facts regarding these unlawful discharges and statutory factors that we must consider in assessing penalties, the Department has determined that the County could be

Mr. Dallas Baker, AI# 21846

liable for the maximum civil penalty under the law for each reported SSO and/or unauthorized discharge. **However, prior to filing a formal enforcement action in this case, the Department is offering Worcester County an opportunity to settle, without admission of liability or concession, the aforementioned violations by payment of $16,686 to the Maryland Department of the Environment.**

The Department requests that you notify Ms. Sharon Talley, Program Manager, Compliance Program at (410) 537-3510 or by email at sharon.talley@maryland.gov within **fourteen (14) days** if the County wishes to settle this matter. If the County declines or fails to respond within the next fourteen (14) days, the Department shall consider this settlement offer withdrawn and the case will be referred to the Office of the Attorney General for formal enforcement action. If payment is made in accordance with the conditions established herein, this matter will be considered resolved and the County will be released from further penalty liability for these violations.

Please be advised that payment of a penalty in this case will not obviate the need for the County to perform appropriate corrective actions to prevent further unlawful discharges resulting from overflows. These overflows may result in the Department's issuance of an enforcement action that will require improvements to prevent and eliminate sewer overflows. Your cooperation in this matter is appreciated.

Sincerely,

Heather W. Barthel for (Apr 12, 2022 14:29 EDT)

D. Lee Currey, Director
Water and Science Administration

DLC:bpl
Enclosure

cc: Chris Clasing, P.E., Deputy Director of Public Works, Worcester County
Gary Serman, Service Area Supervisor, Worcester County
Jeff Tingle, Service Area Supervisor, Worcester County

Worcester County SSOs Jan. 2017 to Dec. 2021

Date	Location	Zip Code	Gallons	Cause
7/21/2017	235 Ocean Parkway	21811	75	Broken fitting.
8/13/2017	12969 Center Drive	21811	5,000	Pump station lost electrical power and the stand-by generator failed to start.
11/27/2018	End of Pine Rest Dr	21842	100	Faulty pressure switch.
1/11/2019	1115 Cathell Road	21811	1,000	Obstruction in manhole.
1/23/2019*	259 Ocean Parkway	21811	10,000	Outside contractor bored through our force main.
2/5/2019*	236 Ocean Pkwy	21811	1,200	Contractor bored through force main.
2/8/2019	11654 Maid at Arms Lane	21811	500	Air relief valve failure on force main.
2/26/2019	901 Ocean Parkway	21811	50	Pinhole in 8" force main.
4/9/2019	Selsey Rd. Ocean City	21842	500	Blockage.
11/19/2019	1232 Ocean Parkway	21811	4,000	Split pipe.
3/4/2020	RT 611 Berlin MD	21811	500	Outside contractor hit and cracked force main.
3/10/2020*	10312 Plantation Lane	21811	100	Outside contractor broke shut-off valve under clean out.
7/10/2020*	12731 Sunset Ave.	21842	100	Homeowner opened up our clean out after experiencing back up issues due to heavy rain.
3/2/2021	884 Ocean Parkway	21811	4,000	18-inch crack in 6-inch force main caused leak.
12/8/2021	11718 Maid at Arms Lane	21811	600	Air release valve malfunction.

*Penalty waived due to unrelated contractor error or significant weather event.

Worcester County Unauthorized Discharges Jan. 2017 to Dec. 2021

Date	Location	Zip Code	Gallons	Cause
4/17/2018	11401 Grays Corner Rd.	21811	2,000	Influent flow equalization tank sprung a leak. The high level in equalization tank caused by flow meter malfunction in Riddle Farm WWTP.
8/8/2018	11401 Grays Corner Rd.	21811	800	Influent flow equalization tank sprung a leak, causing sewage to run on ground between tank and treatment building at Riddle Farm WWTP.
2/11/2019	12078 Assateague Way	21811	10,000	Two rips in liner below the water line in the primary lagoon at Assateague Pointe WWTP.
10/19/2021	11404 Grays Corner Rd.	21811	35,000	Transducer fail at pump station at Riddle Farm WWTP.

Total Penalty: $16,686

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Department of Environmental Programs
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

Subject: **Request for Allocation of EDUs for Frontier Town Campground**

Date: 5/27/22

Please be advised we received a completed application (attached) from Hugh Cropper, representing Sun TRS Frontier, LLC (owner) for the allocation of thirty-eight (38) equivalent dwelling unit (EDU's) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve Phase II of this campground. Phase II includes 112 campsites and would complete the planned expansions for Frontier Town. The campground was allocated 166 EDUs in March of 2017 to provide for the initial connection of Frontier Town to public sewer. That was followed by an additional allocation of 34 EDUs granted in June of 2018 for the Phase I expansion. This request would be for capacity to serve an additional 112 campsites. The subject property contains the Frontier Town campground, and is identified on Tax Map 33 as Parcel 94.

Summary of Request: Sun TRS Frontier, LLC is requesting an allocation of thirty-eight (38) equivalent dwelling units (EDUs) of sewer service from the MHSSA to serve the proposed Phase II construction of an additional 112 campsites within the campground located on Worcester County Tax Map 33 Parcel 94. The subject property, currently sits on the east side of Stephen Decatur Highway (MD Rt 611), north of the Assateague Road, is approximately 199.99 acres in area, currently zoned A-2 Agricultural District, and is designated S-1 in the County Master Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2 years, but does not guarantee service or obligate the provision of services in that time frame. Project was reviewed by the Technical Review Committee (TRC) at their meeting on February 8, 2017, and the Planning Commission approved the site plan on July 6, 2017, subject to Staff comments, which included securing the necessary sanitary capacity from the MHSSA.

According to our calculations, in order to serve the proposed campground build-out of Phase II development of an additional one-hundred twelve (112) camp sites at 100 gpd/campsite, **thirty-eight (38) sewer EDUs are required.**

As Mr. Cropper maintains in the attached letter, the County Commissioners first heard this allocation request at their meeting on April 14, 2020 and approved the allocation contingent upon a Water and Sewerage Plan amendment. That amendment was subsequently approved at the June 16, 2020 meeting. The allocation itself was not followed up on by the applicant's representative after these actions so the deposit checks sat in the County safe until they were securely shredded in February of 2021, as no communications on the matter came before staff.

Current Available Capacity - North: There are currently 17 available EDUs allocated in Area 1 (north of the airport) for the following uses: Vacant or Multi-Lot properties (3 EDUs), Infill and Intensification (3 EDUs), and Commercial (11 EDUs). Granting the request for Frontier Town would require the allocation of 41% (7 of 17) of the total

remaining EDUs in Area 1. Staff would note that there will be an additional twelve (12) EDUs returning to Area 1 when the Town of Ocean returns capacity it does not desire to retain from the properties that were acquired adjacent to the Ocean City Airport.

Current Available Capacity - South: There are currently 31 available EDUs allocated in Area 1 (south of the airport) for the following uses: Vacant or Multi-Lot properties (1 EDUs), Assateague Greens Golf Course (6 EDUs), Church (5 EDUs) and Single Family Dwellings (19 EDUs). Granting the request for Sea Oaks Village would require the allocation of 100% (31 of 31) of the total remaining EDUs in Area 1.

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

Previous Allocation of EDUs to this Property: This property is currently allocated two hundred (200) Mystic sewer EDU's for the initial connection and the Phase I expansion of the development. This request will be for the Phase II expansion and will permit buildout of the campground.

Options for Commissioners' Action on the Request:

Note – All options are based on an allocation of 38 Mystic sewer EDUs based on previously established flow rates.

Option 1 - Approve the allocation for a total of 38 EDUs to the property by utilizing twelve (31) sewer EDUs from the all the remaining categories from Area 2 and seven (7) sewer EDUs from the Commercial category from Area 1.

Option 2 - Deny the allocation for 38 Mystic Sewer EDU's.*

*As was previously mentioned, it appears the County Commissioners have reviewed and approved this allocation at two separate meetings in April 2020 and June 2020.

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

Attachment

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9927 STEPHEN DECATUR HIGHWAY, F-12

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

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

*ADMITTED MD & DC
**ADMITTED MD, DC & VA

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

WEBSITE
www.bbcmlaw.com

May 23, 2022

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

RE: ***Frontier Town EDU Allocation***

Dear Mr. Mitchell:

As you know, I represent Sun TRS Frontier, LLC, owner of Frontier Town Campground and Resort located in the Mystic Harbour Sanitary Service Area. To update your records, please find attached an application for 38 wastewater EDU's in the MHSSA. My client's check in the amount of Thirty-Eight Thousand Dollars ($38,000.00) is also enclosed.

By virtue of a completed application, on April 14, 2020, the County Commissioners voted 6-1 to allocate 38 wastewater EDU's to this property. The allocation was contingent upon a Water and Sewer Plan Amendment.

The County Commissioners initiated the W & S Plan Amendment, which was granted by unanimous vote of the Worcester County Commissioners, at a public hearing.

The 38 wastewater EDU's have been allocated.

Sun designed and constructed a pump station, which it turned over to Worcester County, in reliance upon the issuance of these 38 EDU's, among others. Sun designed and installed an LP sewer line from Frontier Town to the connection at Mystic Harbour, again at its sole expense, which was turned over to Worcester County. In summary, Sun has spent millions of dollars in reliance upon the issuance of these EDU's.

I provide this application to update your records. However, the 38 EDU's have been allocated, and by submitting this application, I am not subjecting my client to further discretionary review.

In conclusion, the Commissioners have voted twice to allocate these EDU's (the allocation, and subsequent W & S Plan Amendment), Sun has spent millions of dollars in reliance, and finally, the Worcester County Planning Commission granted Site Plan Approval for the 112 campsite expansion. Without the EDU's, we would not have gotten Final Site Plan Approval.

Thank you and have a great day.

Very truly yours,

Hugh Cropper IV

HC/tgb
Enclosure
CC: Todd E. Burbage
Emily DeMarco

ITEM 11

Blue Water Development Corporation
9919 Stephen Decatur Hwy
Ocean City, MD 21842

Taylor Bank
24 N. Main Street
Berlin, MD 21811

51619
Date: 05/20/2022

Pay To
The Order Of Worcester County

Thirty Eight Thousand Dollars

$**38,000.00**

Worcester County
United States

Details on Back.
Security Features Included

⑈051619⑈ ⑆052101601⑆ 145247160⑈

Blue Water Development Corporation
V3498--Worcester County
Print As: Worcester County

51619
Taylor Bank
BWDC_OP_CBT_1601 1601
Date: 05/20/2022

Date	Bill #	Reference Number	Amount Due	Amount Paid
05/20/2022	20220520		$38,000.00	$38,000.00
Net Amount				$38,000.00

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

Name: SunTRS Frontier, LLC Date: May 20, 2022

Mailing address: c/o Hugh Cropper IV, 9927 Stephen Dec. Hwy, F12, Ocean City md 21842

Address of service location: 9428 Stephen Dec. Hwy, Berlin, md 21811

Property identification (acct # & map/parcel): Map 53, Parcel 94; 10-020018

Type of project (circle one below):

Single Family Minor Site Plan (Major Site Plan) Residential Planned Community

Type of service requested (circle one): Residential (Commercial)

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

Campground

EDU's/gallons assigned to property: 234 EDU's to be purchased: 38

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

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

Name & phone number of person to contact with regards to this application/account:

Hugh Cropper IV, hcropper@bocmlaw.com 410-213-2681

Signature: _____ Date: May 20, 2022

Attachments required to be submitted with application:

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

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

OFFICE USE ONLY:

Date received: _____ By: _____

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: _____ Date: _____

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit $1,000 per EDU X _____ (EDU's) = $ _____
Remaining Balance $6,700 per EDU X _____ (EDU's) = $ _____

Date received: _____ By: _____

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

FULL POLICY ATTACHED AND INCORPORATED.

RESOLUTION NO. 17 - 19

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

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

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

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

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

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

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

1. **The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:**

   A. **The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:**

      i. **Single Family Dwellings and change of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.**

      ii. **Minor Site Plans and other projects requiring administrative approvals - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in**

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Harold L. Higgins - Kelly Shannahan
Chief Administrative Officer; Assistant CAO

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Madison J. Bunting, Jr., President

Diana Purnell, Vice President

Anthony W. Bertino, Jr.

James C. Church

Theodore J. Elder

Merrill W. Lockfaw, Jr.

Joseph M. Mitrecic

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and in Service	Sold and Not in Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	148	0	0	148	3
Vacant or Multi-lot Properties in "Area 1"	80	80	0	0	80	
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	27	53	4, 5
Subtotal EDUs in "Area 1"	331	325	0	27	298	
Airport and South of Airport, East of Route 611 - "Area 2"						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	0	4	
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	0	20	
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	166 .	0	166	0	3
Commercial Portion of Frontier Town Campground	30	0			0	
Subtotal EDUs in "Area 2"	335	341	120	166	55	
TOTAL EDUs	666	666	120	193	353	

Note: See attached map for location of EDU allocations

Footnotes:

1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.

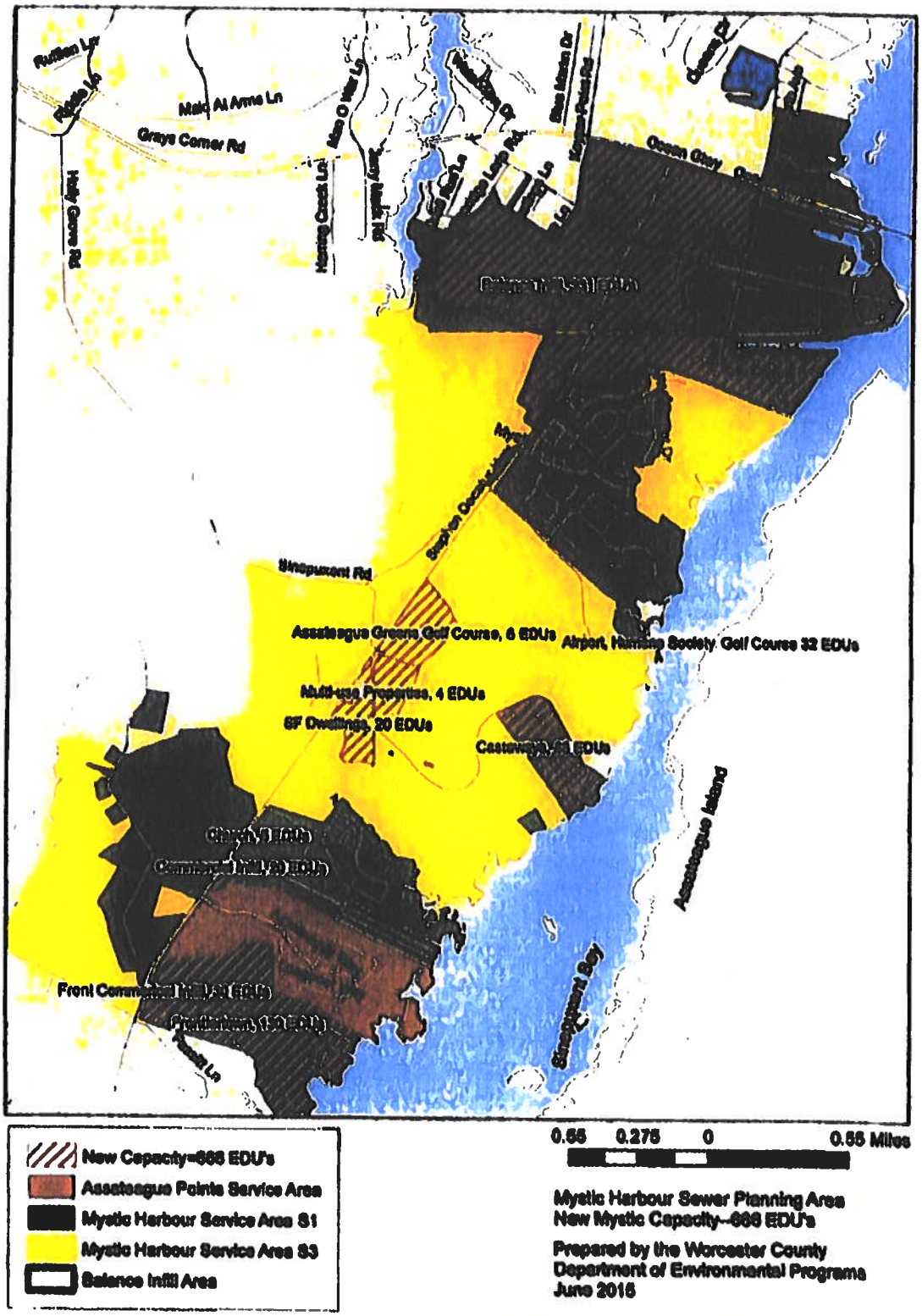
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.

3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "Infill and Intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.

4 - Sold 14 EDUs to Park Place on May 16, 2017.

5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.

As of September 19, 2017


Rustlers Ln
Pintail Ln
Mail At Arms Ln
Grays Corner Rd
Holly Grove Rd
Nassau Ln
Hunting Creek Ln
Old Bridge Rd
Blue Heron Dr
Ocean Gtwy
Assateague Greens Golf Course, 6 EDUs
Airport, Hunting Society Golf Course 32 EDUs
Multi-use Properties, 4 EDUs
SF Dwellings, 20 EDUs
Assateague Island
Sinepuxent Bay
0.55 0.275 0 0.55 Miles
New Capacity=666 EDU's
Assateague Pointe Service Area
Mystic Harbour Service Area S1
Mystic Harbour Service Area S3
Balance Infill Area
Mystic Harbour Sewer Planning Area
New Mystic Capacity--666 EDU's
Prepared by the Worcester County
Department of Environmental Programs
June 2016

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Department of Environmental Programs
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

Subject: **Tax Map 26, Parcels 450A and 450B**
Request for Return of Portion of Proceeds from Sale of EDUs

Date: 5/27/22

We have received the attached request from Mr. Hal Adkins, Public Works Director, on behalf of the Town of Ocean City, to return to the service area twelve (12) previously allocated water and sewer equivalent dwelling units (EDUs) between properties within the Mystic Harbour Sanitary Service Area (MHSSA). They are also requesting a return of some of the funds the County will receive when the EDUs are re-sold after being returned to the MHSSA by the Town. This request was subsequently reviewed by the Worcester County Sewer Committee at our meeting on April 7, 2022, at which time we reviewed prior denials to a previous property owners to transfer off assigned capacity as we do not have a transfer policy for the MHSSA. We also reviewed the ability of the service area to pay the Town for this capacity.

The Town does not intend to build on the properties, they were only purchased to prevent them from being developed and to top some of the trees for navigational safety purposes (attached). The capacity was not assigned to the property by the County, it was allocated to the properties by the former owner of the Mystic Harbour WWTP, the Mystic Harbour Corporation, which was a prior owner of these properties as well. We are also past the date permitting transfer of the previously allocated capacity off these properties by the original developer of the Mystic plant. Since the Town purchased the property so it would not be developed in the interest of aviation safety, the capacity allocated to the properties cannot be utilized on this property. The Town of Ocean City, even if they do not develop the property, are liable for the quarterly payments totaling $10,368/year to the MHSSA for the accessibility and EDU charges for this assigned capacity. Mr. Adkins also shared that when the Town applies to the Federal Aviation Administration (FAA) for grant reimbursement for a portion of the cost to acquire the properties, the value of the EDUs, if the County allows compensation of any of EDU costs associated with returned capacity, they would not be eligible for any reimbursement by the FAA. However, the value associated with the previously allocated EDU's in the acquisition of these properties did make a difference in the final price the Town had to pay for them. That is why the Town is requesting a return of some of the funds associated with these EDUs. This is a rather peculiar circumstance the Town finds itself in with this property purchase, a situation that cannot be replicated within this service area.

The sanitary capacity, especially the sewer capacity, is currently much needed within the MHSSA and will become a part of capacity allocation requests the County Commissioners will see in the very near future.

Since the MHSSA does not have the budgetary funding to reimburse the Town for this capacity, a loan from the General Fund to the service area would be the most efficient way to accomplish this payment. That is the request before the County Commissioners. To allow a loan from the General Fund to provide a payment to the Town to

return twelve (12) water and sewer EDUs to the MHSSA. The loan would be paid back to the upon the purchase of the capacity returned to the service area.

Should the County Commissioners approve of a reimbursement to the Town in exchange for the return of Mystic capacity, care should be taken to provide a general finding that returns of Mystic Harbour EDU capacity in exchange for refunds are not permitted so that precedent is not set in this circumstance. A method to do such a return of capacity with reimbursement and deliver this finding would be with an explicit allocation agreement recognizing the peculiarities of this situation. A draft agreement specifying the return of capacity has been submitted to County Administration and the County Attorney under separate cover for review. In this way, an approval to grant relief to the Town by allowing them to return the water and sewer capacity to the MHSSA in return for reimbursement, minus certain administrative and other charges, this agreement will make it clear the action does apply to future allocations within the MHSSA.

Attachments

1. Letter from Town of Ocean City.
2. Tree Topping Exhibit

cc: W&S Committee

TOWN OF
OCEAN CITY
The White Marlin Capital of the World

MAYOR
RICHARD W. MEEHAN

CITY COUNCIL

MATTHEW M. JAMES
President

ANTHONY J. DELUCA
Secretary

PETER S. BUAS
JOHN F. GEHRIG, JR.
J. FRANKLIN KNIGHT
LLOYD MARTIN
MARK L. PADDACK

CITY MANAGER
TERENCE J. MCGEAN, PE

CITY CLERK
DIANA L. CHAVIS, CMC

March 28, 2022

Department Of Environmental Programs
Worcester County Government Building
1 W. Market Street, Room 1306
Snow Hill, Maryland 21863

Attn: Mr. Robert J. Mitchell, LEHS,REHS/RS
Director

BOB

Dear Mr. Mitchell:

Re: Tax Map 26, Parcels 450A and 450B
Lands Of The Mayor and City Council Of Ocean City
Sale of EDU's (Both Water and Sewer)

As discussed a few months ago, the Mayor and City Council of Ocean City (a.k.a. the Town) intended to purchase the lands known as Tax Map 26, Parcels 450A and 450B that reside along the east side of RT611 in the vicinity of Airport Road. That Settlement has now been completed.

As part of those discussions I had made it clear that it was the intention of the Town to purchase those Parcels to preserve them from being developed with structures. That is still our intent. When considering the compensation level we made to purchase the Parcels was inclusive of the value of 06 Water and 06 Sewer EDU's that are assigned to each Parcel, we had also discussed the feasibility of you accepting the EDU's back into the Mystic Harbour Sewer District inventory, for reassignment as you see fit, with reimbursement to the Town.

In doing so, this positions you to address any EDU assignments, at your discretion, and enables the Town to recoup a portion of its expenditures to purchase the land. Obviously there would be/will be administrative efforts on your part to do so and it would be logical for you to deduct a reasonable Administrative Fee, from the sale of the EDU's, before reimbursing the Town.

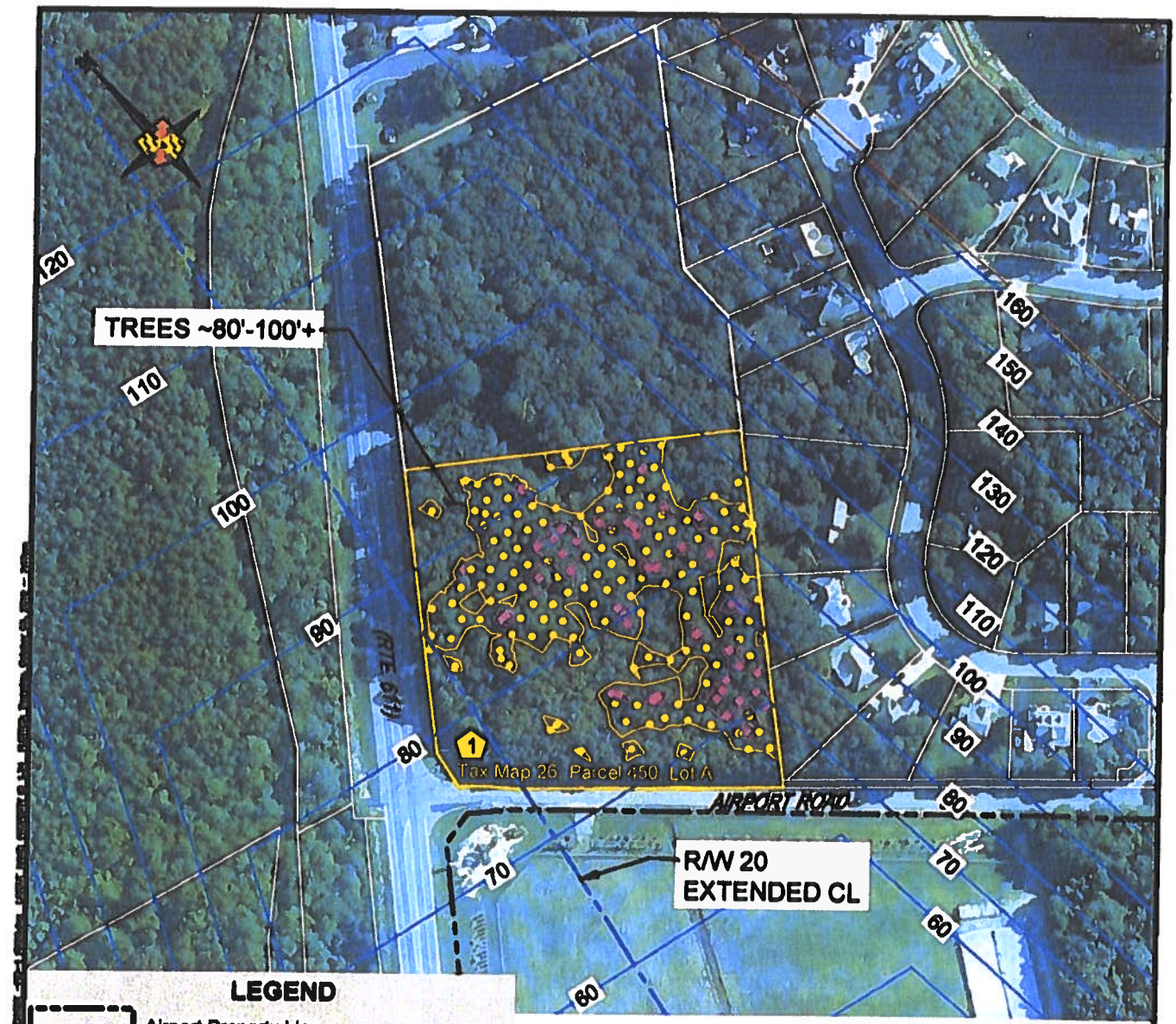
With that said, and per this letter, the Town is formally asking you to proceed with this effort. Please let me know what additional steps will be necessary, on my part, and a projected timeline you foresee will be involved before compensation can be made to the Town.

Should you have any questions I can be reached by calling 410-524-7715 or via email at hadkins@oceancitymd.gov.

Sincerely,

Hal O. Adkins
Public Works Director

cc: Terence McGean, City Manager
Jaime Giandomenico, Airport Manager
Project File: 450A/B



LEGEND

- Airport Property Line
- Airport Adjacent Parcel
- Proposed Property Interests
- 1 Referenced Property ID.
- Tree Area Penetrations to Part 77
- Tree Area within 10' of Part 77
- 50 Part 77 Contour

PROPERTY ID. 1 HAGAMAN PROPERTIES, LLC TAX MAP 26, PARCEL 450, LOT A	4.70 ACRES

Drawing Source: AECOM, 2016

Source of Obstruction Data: 2016 Quantum Spatial (AGIS Aerial Survey, Date of Aerial: September 2016)

100 0 100 200
SCALE 1" = 200' FEET

OCEAN CITY MUNICIPAL AIRPORT BERLIN, MARYLAND AECOM	OFF-AIRPORT OBSTRUCTION REMOVAL PROPERTY ACQUISITION PROPERTY ID. 1	EXHIBIT 1

ITEM 13

APPROVED

WSY 6/7/22

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

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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

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

June 1, 2022

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer WSY
Candace Savage, Budget Officer
SUBJECT: FY2023 Budget for adoption

As you are aware, section 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County requires that the Board of County Commissioners shall by resolution annually adopt an Expense Budget and tax rates on or before the first Tuesday in June.

The following adjustments have been since the May 10, 2022 budget work session. Atlantic General Hospital grant was increased $100,000 for a total of $200,000. Emergency medical service funding was increased $48,874 to provide supplements to those departments that were to receive reduced funding based on calendar year 2021 runs. The cost of living adjustment and step increase were distributed across all departments. Retirement and social security taxes were adjusted based on approved salaries.

Following all actions and decisions from your May 10, 2022 budget work session and after accounting for all expenditures by departments and agencies, expenditures for FY2023 total $226,916,778. In order to present a balanced budget, $4,042,639 in prior year surplus will be transferred, which is $283,296 less than what was estimated in FY2022. Revenues for FY2023 total $226,916,778 and maintain the current property tax rate of $0.845 for real property taxes and the local income tax rate of 2.25%.

Attached, please find a draft copy of the FY2023 expense budget resolution, FY2023 revenue and expense classification summary and FY2023 revenue budget by account classification report.

As always, we are available for any questions you may have.

Attachments: FY2023 expense budget resolution, Pages 2-4
FY2023 revenue and expense classification summary, Pages 5-11
FY2023 revenue budget by account classification report, Pages 12-16

S:\Commissioners\Candace\FY23 Budget\FY23 Final\FY2023 Budget Cover Memo.Docx

DRAFT

RESOLUTION NO. 22-__

RESOLUTION ADOPTING EXPENSE BUDGETS
AND ESTABLISHING TAX RATES FOR FISCAL YEAR 2022/2023

Recitals

A. Worcester County Code CG Section 4-201, requires the County Commissioners annually adopt an Expense Budget and tax rates for each fiscal year.

B. The County Commissioners have complied with all the requirements for the adoption of the Expense Budget and tax rates.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. The County Commissioners adopt a General Fund Expense Budget for Fiscal Year 2022/2023 in the amount of $226,916,778 pursuant to the attached FY 2022/2023 Operating Budget.

2. The County Commissioners adopt the following taxes for Fiscal Year 2022/2023.

    a. A Real Property Tax of $0.845 upon every one hundred dollars of assessed and assessable real property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made before August 1, 2022.

    b. In accordance with State Law, a Semi-Annual Property Tax payment option shall be available on Real Property Tax bills to those eligible and shall be subject to an additional service charge of 0.0% of the remaining tax due at the second installment to cover lost interest and administrative expenses.

    c. A Business and Personal Property Tax of $2.1125 upon every one hundred dollars of assessed and assessable business and personal property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made within thirty days of initial issuance of the bill.

DRAFT

d. A Public Utility (real and personal) and Railroad (personal) Tax of $2.1125 upon every one hundred dollars of assessed and assessable public utility property and railroad personal property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made within thirty days of initial issuance of the bill.

e. A Local Income Tax of 2.25% of an individual's Maryland taxable income pursuant to the Resolution of the County Commissioners dated June 4, 2019.

f. An Admissions and Amusement Tax of 3% pursuant to Resolution of the County Commissioners dated June 6, 2000.

g. A Room Tax of 5.0% pursuant to Resolution of the County Commissioners dated August 20, 2019.

h. A Recordation Tax of $3.30 on each $500 of consideration, pursuant to Worcester County Code, TR Section 1-701.

i. A Transfer Tax of 0.5% of the consideration payable pursuant to Worcester County Code TR Section 1-801.

j. A Food and Beverage Sales Tax of 0.5% within the Town of Ocean City pursuant to Resolution of the County Commissioners dated April 21, 2009.

k. A Credit Card Fee of 3% shall be charged on any county revenue transaction where applicable.

3. All other license fees, permit fees, user fees, taxes and other charges not enumerated above will be at such amounts and rates as are currently in force or as shall be amended by resolution of the County Commissioners at which time such amended amounts and rates will be effective.

AND BE IT RESOLVED that this Resolution will become effective July 1, 2022.

DRAFT

PASSED AND ADOPTED this 7th day of June, 2022:

Attest:

Weston S. Young
Chief Administrative Officer

Worcester County Commissioners

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

S

FY R E

	FY E	FY A	D	
Property Taxes	$152,507,544	$148,385,337	$ 4,122,207	3%
Income Taxes	38,000,000	30,000,000	8,000,000	27%
Other Local Taxes	17,141,000	16,811,000	330,000	2%
State Shared	2,572,746	2,469,458	103,288	4%
Licenses & Permits	2,500,231	2,429,376	70,855	3%
Charges for Services	1,515,755	2,927,095	(1,411,340)	-48%
Interest on Investments	100,000	200,000	(100,000)	-50%
Fines & Forfeits	29,000	29,000	0	0%
Misc./Sale of Assets/Other Revenue	561,986	381,843	180,143	47%
Federal Grants	357,746	369,473	(11,727)	-3%
State Grants	4,344,131	4,322,801	21,330	0%
Transfers In - Casino/Local Impact	3,244,000	3,857,893	(613,893)	-16%
Transfers In - Prior Year Surplus	4,042,639	4,325,935	(283,296)	-7%
TOTAL RE ENUES	, ,	, ,	, ,	

FY A G F

	FY A	FY A	D	
County Commissioners & Admin.				
Personnel Services	1,121,605	1,010,110	111,495	11%
Supplies & Materials	49,512	40,969	8,543	21%
Maintenance & Services	48,390	34,660	13,730	40%
Other Charges	46,246	44,047	2,199	5%
Interfund Charges	(83,219)	(81,229)	(1,990)	2%
Capital Equipment	0	0	0	N/A
	1,182,534	1,048,557	133,977	13%
Circuit Court				
Personnel Services	1,159,681	1,100,340	59,341	5%
Supplies & Materials	218,231	212,231	6,000	3%
Maintenance & Services	108,765	110,765	(2,000)	-2%
Other Charges	8,932	8,932	0	0%
Capital Equipment	0	0	0	N/A
	1,495,609	1,432,268	63,341	4%
Orphan's Court				
Personnel Services	28,500	21,000	7,500	36%
Supplies & Materials	1,100	1,100	0	0%
Other Charges	6,800	6,800	0	0%
	36,400	28,900	7,500	26%

	FY A	FY A	D	
State's Attorney				
Personnel Services	2,495,304	1,631,665	863,639	53%
Supplies & Materials	188,787	53,298	135,489	254%
Maintenance & Services	21,450	17,450	4,000	23%
Other Charges	27,580	25,750	1,830	7%
Capital Equipment	0	35,000	(35,000)	-100%
	2,733,121	1,763,163	969,958	55%
Treasurer				
Personnel Services	1,470,150	1,364,448	105,702	8%
Supplies & Materials	163,820	152,690	11,130	7%
Maintenance & Services	2,500	2,400	100	4%
Other Charges	4,900	4,900	0	0%
Interfund Charges	(261,705)	(242,489)	(19,216)	8%
Capital Equipment	0	0	0	N/A
	1,379,665	1,281,949	97,716	8%
Elections Office				
Personnel Services	580,643	539,432	41,211	8%
Supplies & Materials	579,968	516,415	63,553	12%
Maintenance & Services	157,670	152,159	5,511	4%
Other Charges	17,150	17,150	0	0%
Capital Equipment	0	0	0	N/A
	1,335,431	1,225,156	110,275	9%
Human Resources				
Personnel Services	555,319	496,811	58,508	12%
Supplies & Materials	24,640	21,757	2,883	13%
Maintenance & Services	27,500	27,500	0	0%
Other Charges	4,000	4,000	0	0%
Interfund Charges	(79,250)	(70,342)	(8,908)	13%
Capital Equipment	0	0	0	N/A
	532,209	479,726	52,483	11%
Development Review & Permitting				
Personnel Services	1,731,905	1,564,022	167,883	11%
Supplies & Materials	296,375	290,429	5,946	2%
Maintenance & Services	111,933	107,973	3,960	4%
Other Charges	40,726	27,776	12,950	47%
Interfund Charges	(93,148)	(87,385)	(5,763)	7%
Capital Equipment	24,000	36,000	(12,000)	-33%
	2,111,791	1,938,815	172,976	9%
Environmental Programs				
Personnel Services	1,257,623	1,146,921	110,702	10%
Supplies & Materials	279,052	262,837	16,215	6%
Maintenance & Services	98,045	98,045	0	0%
Other Charges	3,495	2,873	622	22%
Interfund Charges	(30,647)	(28,750)	(1,897)	7%
Capital Equipment	0	74,000	(74,000)	-100%
	1,607,568	1,555,926	51,642	3%

	FY A	FY A	D	
Information Technology				
Personnel Services	672,615	581,811	90,804	16%
Supplies & Materials	24,830	17,577	7,253	41%
Maintenance & Services	2,540	1,920	620	32%
Other Charges	7,600	6,450	1,150	18%
Interfund Charges	(33,348)	(31,287)	(2,061)	7%
Capital Equipment	0	0	0	N/A
	674,237	576,471	97,766	17%
Other General Government				
Supplies & Materials	1,316,284	1,082,773	233,511	22%
Maintenance & Services	1,156,383	915,510	240,873	26%
Other Charges	1,197,961	1,139,226	58,735	5%
Capital Equipment	0	175,000	(175,000)	-100%
	3,670,628	3,312,509	358,119	11%
Sheriff's Department				
Personnel Services	7,439,751	6,832,897	606,854	9%
Supplies & Materials	1,530,165	906,781	623,384	69%
Maintenance & Services	582,601	536,011	46,590	9%
Other Charges	103,109	59,109	44,000	74%
Capital Equipment	610,000	1,115,566	(505,566)	-45%
	10,265,626	9,450,364	815,262	9%
Emergency Services				
Personnel Services	1,967,956	1,889,827	78,129	4%
Supplies & Materials	937,776	1,151,412	(213,636)	-19%
Maintenance & Services	170,903	212,850	(41,947)	-20%
Other Charges	25,900	40,143	(14,243)	-35%
Capital Equipment	135,000	580,000	(445,000)	-77%
	3,237,535	3,874,232	(636,697)	-16%
County Jail				
Personnel Services	6,675,545	6,541,128	134,417	2%
Supplies & Materials	946,168	965,060	(18,892)	-2%
Maintenance & Services	2,146,111	2,223,158	(77,047)	-3%
Other Charges	16,056	16,056	0	0%
Capital Equipment	0	25,725	(25,725)	-100%
	9,783,880	9,771,127	12,753	0%
Fire Marshal's Office				
Personnel Services	536,066	458,374	77,692	17%
Supplies & Materials	68,103	40,091	28,012	70%
Maintenance & Services	26,460	19,460	7,000	36%
Other Charges	23,285	22,260	1,025	5%
Capital Equipment	0	47,500	(47,500)	-100%
	653,914	587,685	66,229	11%

	FY A	FY A	D	
Volunteer Fire & Ambulance				
Supplies & Materials	81,152	0	81,152	N/A
Maintenance & Services	19,996	19,104	892	5%
Other Charges	9,492,096	9,322,690	169,406	2%
Capital Equipment	0	0	0	N/A
	9,593,244	9,341,794	251,450	3%
Public Works Department				
Personnel Services	585,299	598,577	(13,278)	-2%
Supplies & Materials	25,685	24,160	1,525	6%
Maintenance & Services	202,046	41,246	160,800	390%
Other Charges	14,690	2,865	11,825	413%
Interfund Charges	(98,009)	(140,815)	42,806	-30%
Capital Equipment	0	0	0	N/A
	729,711	526,033	203,678	39%
Maintenance Division				
Personnel Services	1,322,293	1,143,608	178,685	16%
Supplies & Materials	73,424	52,012	21,412	41%
Maintenance & Services	99,938	77,038	22,900	30%
Other Charges	7,500	6,600	900	14%
Capital Equipment	54,500	136,129	(81,629)	-60%
	1,557,655	1,415,387	142,268	10%
Roads Division				
Personnel Services	1,779,745	1,682,560	97,185	6%
Supplies & Materials	1,307,156	1,232,626	74,530	6%
Maintenance & Services	717,761	668,842	48,919	7%
Other Charges	29,846	1,965	27,881	1419%
Capital Equipment	464,362	0	464,362	N/A
	4,298,870	3,585,993	712,877	20%
Boat Landings				
Supplies & Materials	330,000	350,000	(20,000)	-6%
Maintenance & Services	51,250	37,155	14,095	38%
Capital Equipment	0	0	0	N/A
	381,250	387,155	(5,905)	-2%
Homeowner Convenience Centers				
Personnel Services	268,482	252,791	15,691	6%
Supplies & Materials	10,700	9,150	1,550	17%
Maintenance & Services	259,060	259,060	0	0%
Other Charges	0	0	0	N/A
Interfund Charges	206,441	200,547	5,894	3%
Capital Equipment	0	81,000	(81,000)	-100%
	744,683	802,548	(57,865)	-7%

	FY A	FY A	D	
Recycling				
Personnel Services	509,922	474,164	35,758	8%
Supplies & Materials	19,500	17,150	2,350	14%
Maintenance & Services	206,575	198,325	8,250	4%
Other Charges	0	1,314	(1,314)	-100%
Interfund Charges	167,041	159,924	7,117	4%
Capital Equipment	17,000	25,637	(8,637)	-34%
	920,038	876,514	43,524	5%
Health Department				
Supplies & Materials	500	3,000	(2,500)	-83%
Maintenance & Services	497,118	416,002	81,116	19%
Other Charges	5,260,993	5,257,973	3,020	0%
Capital Equipment	0	0	0	N/A
	5,758,611	5,676,975	81,636	1%
Mosquito Control Division				
Personnel Services	64,336	101,257	(36,921)	-36%
Supplies & Materials	3,450	4,650	(1,200)	-26%
Maintenance & Services	23,850	20,450	3,400	17%
Other Charges	70,200	70,200	0	0%
Capital Equipment	0	32,396	(32,396)	-100%
	161,836	228,953	(67,117)	-29%
Commission on Aging				
Supplies & Materials	183,383	183,383	0	0%
Maintenance & Services	211,300	202,200	9,100	5%
Other Charges	1,150,000	1,181,600	(31,600)	-3%
Capital Equipment	0	36,600	(36,600)	-100%
	1,544,683	1,603,783	(59,100)	-4%
Social Service Groups				
Personnel Services	0	0	0	N/A
Other Charges	730,368	795,078	(64,710)	-8%
	730,368	795,078	(64,710)	-8%
Wor-Wic Community College				
Other Charges	2,530,242	2,530,242	0	0%
Capital Equipment	0	0	0	N/A
	2,530,242	2,530,242	0	0%
Board of Education				
Personnel Services	79,340,670	73,705,080	5,635,590	8%
Supplies & Materials	3,732,333	3,632,333	100,000	3%
Maintenance & Services	8,662,925	8,159,629	503,296	6%
Other Charges	31,832,789	32,105,804	(273,015)	-1%
Interfund Charges	(23,079,654)	(21,095,167)	(1,984,487)	9%
Capital Equipment	494,542	494,542	0	0%
Total Operating Budget	100,983,605	97,002,221	3,981,384	4%
School Debt Service	12,455,856	12,469,356	(13,500)	0%
Total Operating & Debt Service	113,439,461	109,471,577	3,967,884	4%

	FY A	FY A	D	
Recreation Department				
Personnel Services	1,033,654	1,055,748	(22,094)	-2%
Supplies & Materials	555,640	1,036,310	(480,670)	-46%
Maintenance & Services	178,528	171,328	7,200	4%
Other Charges	46,685	37,450	9,235	25%
Capital Equipment	27,000	43,500	(16,500)	-38%
	1,841,507	2,344,336	(502,829)	-21%
Parks Department				
Personnel Services	498,371	455,469	42,902	9%
Supplies & Materials	867,321	377,121	490,200	130%
Maintenance & Services	175,773	147,743	28,030	19%
Other Charges	11,700	9,800	1,900	19%
Capital Equipment	66,000	135,600	(69,600)	-51%
	1,619,165	1,125,733	493,432	44%
Library				
Personnel Services	2,089,778	2,008,945	80,833	4%
Supplies & Materials	456,525	454,500	2,025	0%
Maintenance & Services	370,514	363,272	7,242	2%
Other Charges	9,900	9,000	900	10%
Capital Equipment	0	25,000	(25,000)	-100%
	2,926,717	2,860,717	66,000	2%
Recreation & Culture				
Other Charges	80,000	70,000	10,000	14%
	80,000	70,000	10,000	14%
Extension Service				
Supplies & Materials	17,014	16,135	879	5%
Maintenance & Services	2,500	2,500	0	0%
Other Charges	223,164	187,582	35,582	19%
Capital Equipment	0	0	0	N/A
	242,678	206,217	36,461	18%
Natural Resources				
Supplies & Materials	73,935	1,700	72,235	4249%
Other Charges	538,554	508,554	30,000	6%
	612,489	510,254	102,235	20%
Economic Development Department				
Personnel Services	138,682	119,025	19,657	17%
Supplies & Materials	241,500	160,502	80,998	50%
Maintenance & Services	42,750	62,750	(20,000)	-32%
Other Charges	19,875	24,675	(4,800)	-19%
Capital Equipment	0	0	0	N/A
	442,807	366,952	75,855	21%
Tourism Department				
Personnel Services	302,127	281,285	20,842	7%
Supplies & Materials	220,026	254,451	(34,425)	-14%
Maintenance & Services	817,284	765,609	51,675	7%
Other Charges	8,050	6,300	1,750	28%
	1,347,487	1,307,645	39,842	3%

	FY A	FY A	D	
Taxes Shared W/Towns				
Other Charges	2,944,157	2,642,357	301,800	11%
	2,944,157	2,642,357	301,800	11%
Grants to Towns				
Supplies & Materials	0	0	0	N/A
Other Charges	6,608,867	6,274,091	334,776	5%
	6,608,867	6,274,091	334,776	5%
Insurance & Benefits				
Maintenance & Services	5,000	5,000	0	0%
Health, OPEB & Other	23,962,617	22,008,454	1,954,163	9%
	23,967,617	22,013,454	1,954,163	9%
Debt Service				
Interfund Charges	13,648,343	13,687,931	(39,588)	0%
Less: Alloc. Brd of Ed Debt	(12,455,856)	(12,469,356)	13,500	0%
	1,192,487	1,218,575	(26,088)	-2%

TOTAL E PENDITURES , , , , , ,

Revenue Annual Budget by Account Classification Report

	2023 Estimated Revenues	2022 Adopted Budget	$ Variance	% Variance
Fund: 100 General Fund				
REVENUES				
PROP TAX - Property Taxes				
4000 - Full Year Real Property Taxes	144,497,408	140,014,320	4,483,088	3%
4010 - Personal Property Taxes	380,250	407,184	(26,934)	-7%
4020 - Corporation Property Taxes	4,689,750	5,021,941	(332,191)	-7%
4030 - Railroad & Utility Property Tax	4,365,693	4,048,395	317,298	8%
4035 - Railroad Real Property	2,577	2,738	(161)	-6%
4040 - Half Year Real Property Taxes	147,875	150,000	(2,125)	-1%
4050 - Tax Additions & Abatements	(158,200)	(283,200)	125,000	-44%
4060 - Interest on Delinquent Taxes	800,000	700,000	100,000	14%
4070 - Discounts Allowed on Taxes	(500,000)	(475,000)	(25,000)	5%
4080 - Tax Credits For Assessment I	(1,717,809)	(1,201,041)	(516,768)	43%
PROP TAX - Property Taxes Totals	**152,507,544**	**148,385,337**	**4,122,207**	**3%**
INC TAX - Income Tax				
4100 - Income Tax	38,000,000	30,000,000	8,000,000	27%
INC TAX - Income Tax Totals	**38,000,000**	**30,000,000**	**8,000,000**	**27%**
OTHER TAX - Other Taxes				
4200 - Admission & Amusement Taxes	600,000	600,000	-	0%
4210 - Recordation Taxes	9,000,000	9,000,000	-	0%
4240 - Food Tax	81,000	81,000	-	0%
4250 - Room Tax	210,000	180,000	30,000	17%
4250 040 - Room Tax Due to Unincorporated Areas	1,250,000	950,000	300,000	32%
4340 - Transfer Tax	6,000,000	6,000,000	-	0%
OTHER TAX - Other Taxes Totals	**17,141,000**	**16,811,000**	**330,000**	**2%**
ST SHRD - State Shared				
4300 - Highway Users Taxes	1,222,266	1,118,978	103,288	9%
4310 - 911 Fees	1,350,480	1,350,480	-	0%
ST SHRD - State Shared Totals	**2,572,746**	**2,469,458**	**103,288**	**4%**
FRNCH - Franchise Fees				
4400 - Franchise Fees	22,500	22,500	-	0%
FRNCH - Franchise Fees Totals	**22,500**	**22,500**	**-**	**0%**
LOSS DSP ASTS - Gain/Loss on Disposal of Assets				
4600 - Sale Of Fixed Assets	190,000	40,000	150,000	375%
LOSS DSP ASTS - Gain/Loss on Disposal of Assets Totals	**190,000**	**40,000**	**150,000**	**375%**
LIC/PRMT - Licenses and Permits				
4900 - Liquor Licenses	800,000	800,000	-	0%
4905 - Vending Machine Licenses	75,000	65,000	10,000	15%
4910 - Traders Licenses	80,000	80,000	-	0%
4915 - Occupational Licenses	4,000	30,000	(26,000)	-87%
4920 - Bingo Permits	12,000	5,000	7,000	140%
4927 - Rental License Fee	175,000	175,000	-	0%

Revenue Annual Budget by Account Classification Report

	2023 Estimated Revenues	2022 Adopted Budget	$ Variance	% Variance
4930 - Building Permits	315,000	300,000	15,000	5%
4932 - Electrical Permits	15,000	15,000	-	0%
4933 - Commercial Plumbing Plan Review	2,500	2,500	-	0%
4935 - Marriage Licenses	20,000	20,000	-	0%
4936 - Civil Ceremony	1,000	1,000	-	0%
4941 - Shoreline Construction Permit	20,000	19,000	1,000	5%
4942 - Timber Harvest Permit	3,000	3,000	-	0%
4943 - SEC/SWM Permit	25,000	22,000	3,000	14%
4945 010 - Environmental Permits Burn Permit	600	600	-	0%
4945 020 - Environmental Permits Campground Permit	3,325	3,325	-	0%
4945 030 - Environmental Permits Septic Permit	24,000	23,500	500	2%
4945 040 - Environmental Permits Waste Hauler Permit	3,000	2,100	900	43%
4945 050 - Environmental Permits Well Permit	16,800	16,800	-	0%
4945 060 - Environmental Permits Other	300	300	-	0%
4945 070 - Environmental Permits Water & Sewer Review	10,000	10,000	-	0%
4950 - Health Permits	432,556	380,101	52,455	14%
4955 - Raffle Permits	1,800	1,800	-	0%
4960 - Plumbing Permits	55,000	52,000	3,000	6%
4965 - Gas Permits	20,000	20,000	-	0%
4970 - Forestry Conservation Review Fees	6,000	6,000	-	0%
4980 - Landfill Permits-Household	320,000	320,000	-	0%
4982 - PAYT Tags - Household	8,000	8,000	-	0%
5060 - Licenses and Permits	-	-	-	
5060 100 - Licenses and Permits Board of Zoning Appeal Fee	21,800	18,000	3,800	21%
5060 300 - Licenses and Permits Site Plan Review	11,000	11,000	-	0%
5060 400 - Licenses and Permits Rezoning Fee	4,000	4,000	-	0%
5060 500 - Licenses and Permits Subdivision Review Fee	12,000	12,000	-	0%
5060 600 - Licenses and Permits Text Amendment Application Fee	2,200	2,000	200	10%
5060 700 - Licenses and Permits Nat Resources Text Amendment App	350	350	-	0%
LIC/PRMT - Licenses and Permits Totals	**2,500,231**	**2,429,376**	**70,855**	**3%**
CHG SVC - Charges for Services				
4850 010 - Credit Card Fees Environmental Programs	6,000	-	6,000	
4850 020 - Credit Card Fees DRP	3,200	-	3,200	
4850 030 - Credit Card Fees States Attorney	2,100	-	2,100	
4940 - Shoreline Construction Application Fee	25,000	20,000	5,000	25%
5047 - Stormwater Management Review Fee	80,000	78,000	2,000	3%
5065 100 - Sheriff Fees Sheriff Fees - Paper Service	30,000	30,000	-	0%
5065 300 - Sheriff Fees Sheriff Fees - Parking Fines	100	100	-	0%
5065 400 - Sheriff Fees Animal Control Fees	5,000	5,000	-	0%
5065 700 - Sheriff Fees Contractual Services	7,000	7,000	-	0%

Revenue Annual Budget by Account Classification Report

	2023 Estimated Revenues	2022 Adopted Budget	$ Variance	% Variance
5070 100 - Sale of Publications & Copies Commissioners	350	700	(350)	-50%
5070 300 - Sale of Publications & Copies Dev. Review & Permitting	6,200	500	5,700	1,140%
5070 600 - Sale of Publications & Copies Elections	300	300	-	0%
5070 700 - Sale of Publications & Copies Circuit Court	250	200	50	25%
5070 900 - Sale of Publications & Copies Environmental Programs	5	5	-	0%
5075 - Library Use Charges	5,000	2,500	2,500	100%
5076 - Library Erate Reimbursement	850	850	-	0%
5080 - County Share Vehicle Tag Fee	1,500	3,500	(2,000)	-57%
5085 - Liquor Advertising Fees	1,200	1,200	-	0%
5090 - Firearms Training Center Fee	8,000	8,000	-	0%
5095 200 - Payments For Jail Use ICE Housing	-	1,500,000	(1,500,000)	-100%
5095 400 - Payments For Jail Use State Housing	50,000	50,000	-	0%
5095 600 - Payments For Jail Use Social Security	6,000	8,000	(2,000)	-25%
5095 700 - Payments For Jail Use State Mental Health Reimb.	20,000	20,000	-	0%
5095 800 - Payments For Jail Use Pretrial Fees	5,000	8,000	(3,000)	-38%
5100 100 - Fire Inspection Fees Plan Review Fee	100,000	100,000	-	0%
5100 200 - Fire Inspection Fees Fire Safety Fee	25,000	25,000	-	0%
5100 600 - Fire Inspection Fees Fire Inspections QAP	25,000	20,000	5,000	25%
5105 100 - Public Works Revenues Pipe Sales	15,000	15,000	-	0%
5107 - Roads Department Fees	5,000	5,000	-	0%
5110 - Recreation Fees	260,000	240,000	20,000	8%
5115 - Mosquito Control Charges	50,000	50,000	-	0%
5120 - Circuit Court Bar Library	5,000	5,000	-	0%
5127 - Recreation Center Rental Fees	10,000	10,000	-	0%
5128 - Recreation Sponsorships	2,000	2,000	-	0%
5142 - Election Filing Fee	-	400	(400)	-100%
5155 - CommunityService Fees	70,000	70,000	-	0%
5162 - Seacrets Security	50,000	50,000	-	0%
5165 - Critical Area Review Fees	29,000	28,000	1,000	4%
5167 - Water/Sewer Plan Amendment Fee	2,000	2,000	-	0%
5175 200 - Donations Sponsorship Program Recreation	10,000	7,500	2,500	33%
5175 205 - Donations Sponsorship Program Youth Scholarship Donations	1,500	-	1,500	
5181 - First Offender Program Fees	10,000	10,000	-	0%
5185 - Recycling Revenue	104,500	92,400	12,100	13%
5186 - Metal Recycling Revenue	42,000	40,000	2,000	5%
5195 - Tire Revenue	32,000	30,000	2,000	7%
5215 - Motor Coach Fees	30,000	30,000	-	0%
5220 010 - Park Fees Field Rental	15,000	7,000	8,000	114%
5220 020 - Park Fees Pavilion Rental	3,500	3,500	-	0%
5220 030 - Park Fees Tree of Life	800	800	-	0%
5220 035 - Park Fees Tournament Rental	35,000	20,000	15,000	75%

Revenue Annual Budget by Account Classification Report

	2023 Estimated Revenues	2022 Adopted Budget	$ Variance	% Variance
5220 040 - Park Fees User Fees	-	240	(240)	-100%
5225 - Concession Stand Fees	65,000	65,000	-	0%
5226 - Special Events Fees	200,000	200,000	-	0%
5227 - Tournament Fees	15,000	15,000	-	0%
5230 010 - Environmental Fees Perk Test Fee	10,000	9,000	1,000	11%
5230 020 - Environmental Fees Plat Review Fee	6,000	6,000	-	0%
5230 030 - Environmental Fees Water Sample Fee	400	400	-	0%
5240 - Shared Facility/Service Area Fee	500	500	-	0%
5245 - Solar Renewable Energy Credits	1,000	1,000	-	0%
5435 - BRF Admin Fee	22,500	22,500	-	0%
CHG SVC - Charges for Services Totals	**1,515,755**	**2,927,095**	**(1,411,340)**	**-48%**
INT/PEN - Interest & Penalties				
4700 - Interest On Investments	100,000	200,000	(100,000)	-50%
INT/PEN - Interest & Penalties Totals	**100,000**	**200,000**	**(100,000)**	**-50%**
FINES - Fines & Forfeitures				
5300 - Court Fines	25,000	25,000	-	0%
5310 - Civil Infraction Fines	4,000	4,000	-	0%
FINES - Fines & Forfeitures Totals	**29,000**	**29,000**	**-**	**0%**
MISC - Miscellaneous				
4260 010 - Rents/State Revenue Boat Landings	72,000	70,114	1,886	3%
4260 020 - Rents/State Revenue County Administration	99,457	71,199	28,258	40%
4260 030 - Rents/State Revenue Elections	14,229	14,230	(1)	0%
4260 040 - Rents/State Revenue Parks	-	-	-	
4270 - Rents-Tower Site/Contrib & Donat	23,300	23,300	-	0%
4800 - Other Miscellaneous Revenue	80,000	80,000	-	0%
5420 - Retiree Drug Subsidy	60,000	60,000	-	0%
MISC - Miscellaneous Totals	**348,986**	**318,843**	**30,143**	**9%**
INTGOV FED - Intergovernmental - Federal Revenues				
5541 - Traffic Safety SHA	1,500	1,500	-	0%
5600 - Federal Payments In Lieu of Taxe	20,305	20,305	-	0%
5625 - CDBG Housing Rehab Grant	150,000	150,000	-	0%
5664 020 - US Fish and Wildlife Service Other General Government	7,000	7,000	-	0%
5675 - Child Support Enforcement Grant	9,000	9,000	-	0%
5745 300 - Homeland Security Grant SHSGP	92,273	104,000	(11,727)	-11%
5745 600 - Homeland Security Grant EMPG	74,407	74,407	-	0%
5785 - MDE Beach Monitoring Grant	3,261	3,261	-	0%
INTGOV FED - Intergovernmental - Federal Revenues Totals	**357,746**	**369,473**	**(11,727)**	**-3%**
INTGOV ST - Intergovernmental - State Revenues				
5515 - DHCD Housing Administration Fee	7,000	7,000	-	0%
5517 - Other Housing Rehab Income	4,000	4,000	-	0%

Revenue Annual Budget by Account Classification Report

	2023 Estimated Revenues	2022 Adopted Budget	$ Variance	% Variance
5525 - Conservation Easement Administrative Fee	20,000	20,000	-	0%
5530 - Eastern Shore Library Grant	75,000	75,000	-	0%
5543 - Dental Program Reimbursement	16,721	22,220	(5,499)	-25%
5630 - Water System Monitoring Grant	17,560	17,560	-	0%
5635 - Police Protection Grant	244,113	244,113	-	0%
5640 - State Library Aid	174,602	174,602	-	0%
5645 - Share of State Park Receipts	625,000	425,000	200,000	47%
5650 - State Aid for Fire Companies	367,650	379,707	(12,057)	-3%
5655 - Program Open Space Grant - Parks	730,000	607,500	122,500	20%
5656 - Program Open Space Grant - Recreation	-	450,000	(450,000)	-100%
5660 - Waterway Improvement Grants	330,000	275,000	55,000	20%
5662 - BRF Operations & Maintenance Grant	35,000	35,000	-	0%
5663 - Share of State Forest Land	70,000	70,000	-	0%
5680 - State Grant for Critical Areas	9,000	10,000	(1,000)	-10%
5688 - MD Dept of Aging Grant	54,712	54,608	104	0%
5690 - SSTAP Grant	126,975	126,975	-	0%
5700 - 911 ENSB Grant	153,595	136,700	16,895	12%
5705 - State Grant for Tourism	160,000	160,000	-	0%
5725 - Family Support Grant	374,882	351,495	23,387	7%
5730 - Septic System BRF Grant Program	240,000	240,000	-	0%
5732 - Conservation Easements Reimbursements	50,000	60,000	(10,000)	-17%
5757 - Trial Jury Reimbursement	54,000	54,000	-	0%
5760 - Drug Court Grant	224,706	224,706	-	0%
5762 - Heroin Coordinator Grant	50,615	50,615	-	0%
5905 - Sheriff-Sex Offender Grant	10,000	10,000	-	0%
5910 - Sher-Health Tobacco Enforcement	3,000	3,000	-	0%
5912 - Sher-Health Underage Drinking	4,000	4,000	-	0%
5925 - MALPF Admin Fee	12,000	-	12,000	
5940 - Intern Program Grant	100,000	30,000	70,000	233%
INTGOV ST - Intergovernmental - State Revenues Totals	**4,344,131**	**4,322,801**	**21,330**	**0%**
OTH REV - Other Revenue				
5845 - Salary Reimbursement	500	500	-	0%
OTH REV - Other Revenue Totals	**500**	**500**	**-**	**0%**
TRNS IN - Transfers In				
5510 - Transfers From Other Funds	-	-	-	
5511 - Casino/Local Impact Grant Funds	3,244,000	3,857,893	(613,893)	-16%
5975 - Transfers	4,042,639	4,325,935	(283,296)	-7%
TRNS IN - Transfers In Totals	**7,286,639**	**8,183,828**	**(897,189)**	**-11%**
Revenue Grand Totals:	**226,916,778**	**216,509,211**	**10,407,567**	**5%**

RESOLUTION NO. 22-6

RESOLUTION ADOPTING EXPENSE BUDGETS AND ESTABLISHING TAX RATES FOR FISCAL YEAR 2022/2023

Recitals

A. Worcester County Code CG Section 4-201, requires the County Commissioners annually adopt an Expense Budget and tax rates for each fiscal year.

B. The County Commissioners have complied with all the requirements for the adoption of the Expense Budget and tax rates.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. The County Commissioners adopt a General Fund Expense Budget for Fiscal Year 2022/2023 in the amount of $226,916,778 pursuant to the attached FY 2022/2023 Operating Budget.

2. The County Commissioners adopt the following taxes for Fiscal Year 2022/2023.

    a. A Real Property Tax of $0.845 upon every one hundred dollars of assessed and assessable real property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made before August 1, 2022.

    b. In accordance with State Law, a Semi-Annual Property Tax payment option shall be available on Real Property Tax bills to those eligible and shall be subject to an additional service charge of 0.0% of the remaining tax due at the second installment to cover lost interest and administrative expenses.

    c. A Business and Personal Property Tax of $2.1125 upon every one hundred dollars of assessed and assessable business and personal property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made within thirty days of initial issuance of the bill.

d. A Public Utility (real and personal) and Railroad (personal) Tax of $2.1125 upon every one hundred dollars of assessed and assessable public utility property and railroad personal property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made within thirty days of initial issuance of the bill.

e. A Local Income Tax of 2.25% of an individual's Maryland taxable income pursuant to the Resolution of the County Commissioners dated June 4, 2019.

f. An Admissions and Amusement Tax of 3% pursuant to Resolution of the County Commissioners dated June 6, 2000.

g. A Room Tax of 5.0% pursuant to Resolution of the County Commissioners dated August 20, 2019.

h. A Recordation Tax of $3.30 on each $500 of consideration, pursuant to Worcester County Code, TR Section 1-701.

i. A Transfer Tax of 0.5% of the consideration payable pursuant to Worcester County Code TR Section 1-801.

j. A Food and Beverage Sales Tax of 0.5% within the Town of Ocean City pursuant to Resolution of the County Commissioners dated April 21, 2009.

k. A Credit Card Fee of 3% shall be charged on any county revenue transaction where applicable.

3. All other license fees, permit fees, user fees, taxes and other charges not enumerated above will be at such amounts and rates as are currently in force or as shall be amended by resolution of the County Commissioners at which time such amended amounts and rates will be effective.

AND BE IT RESOLVED that this Resolution will become effective July 1, 2022.

PASSED AND ADOPTED this 7th day of June, 2022:

Attest:

Weston S. Young
Chief Administrative Officer

Worcester County Commissioners

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

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

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

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

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

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.

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 – Vanessa Alban – Commission For Women

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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), Vanessa Alban (Bertino)

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 p. 13 – Commission For Women – Vanessa Alban

District 6 - Bunting

p. 9 – 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. 8 (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), Vanessa Alban (Bertino)

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

Member's Name	Representing	Years of Term(s)
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

Updated: March 15, 2022
Printed: May 31, 2022

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members: Since 1972

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul FloryBarbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)
Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova
(07-08)Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)
Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

Updated: March 15, 2022
Printed: May 31, 2022

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:

Name	Representing	Years of Term(s)
	At-Large Members	
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 Deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
	Ex-Officio Members	
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

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

Updated: March 15, 2022
Printed: May 31, 2022

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
Michael McDermott
Marion Butler, Jr.
Judge Richard Bloxom
Paula Erdie
Tom Cetola
Gary James (04-08)
Vickie Wrenn
Deborah Winder
Garry Mumford
Judge Theodore Eschenburg
Andrea Hamilton
Fannie Birckhead
Sharon DeMar Reilly
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

Peter Buesgens
Aaron Dale
Garry Mumford
Sharon Smith
Jennifer Standish
Karen Johnson (14-17)
Rev. Bill Sterling (13-17)
Kat Gunby (16-18)
William McDermott
Sheriff Reggie Mason
Colleen Wareing (*06-19)
Rev. Matthew D'Amario(*18-21)
Donna Nordstron *(19-21)
Jennifer LaMade (*12-22)

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

Updated: March 15, 2022
Printed: May 31, 2022

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

ITEM 14

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:

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

Prior Members: Since 2009

J. Lowell Stoltzfus [c] (09-10)
Mark Wittmyer [c] (09-11)
John Salm [c] (09-12)
Mike Pruitt [c] (09-12)
Norman H. Conway [c] (09-14)
Michael McDermott (10-14)
Diana Purnell [c] (09-14)
Linda Dearing (11-15)
Todd Ferrante [c] (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr.[c] (09-18)
Ron Taylor [c] (09-14)
James Rosenberg (09-19)
Rod Murray [c] (*09-19)
Charlie Dorman (12-19)

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

Updated: February 2, 2021
Printed: May 31, 2022

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: $100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17-21-25

Term Ended

Prior Members: (Since 1972)

J.D. Quillin, III
Charles Nelson
Garbriel Purnell
Barbara Derrickson
Henry P. Walters
William Long
L. Richard Phillips (93-98)
Marigold Henry (94-98)
Louis Granados (94-99)
Kathy Philips (90-00)
Mary Yenney (98-05)
Bill Ochse (99-07)
Randall Mariner (00-08)
Wallace D. Stein (02-08)
William Kuhn (90-09)
Walter Kissel (05-09)
Marion Chambers (07-11)
Jay Knerr (11-14)
Robert I. Givens, Jr. (98-14)
Diana Purnell (09-14)
Kevin Douglas (08-16)
Lee W. Baker (08-16)
Richard Passwater (09-17)
Jeff Knepper (16-21)

* = Appointed to fill an unexpired term

Updated: March 1, 2022
Printed: May 31, 2022

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:

Member's Name	Resides	Years of Term(s)	
~~Martin Kwesko~~	~~Mystic Harbour~~	~~13-17, 17-21~~	Term Ended
Richard Jendrek[C]	Bay Vista I	05-10-14-18, 18-22	Deceased
Matthew Kraeuter	Ocean Reef	19-22	
~~Joseph Weitzell[C]~~	~~Mystic Harbour~~	~~05-11-15-19~~, 19-23	Deceased
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)
Brandon Phillips[C] (05-06)
William Bradshaw[C] (05-08)
Buddy Jones (06-08)
Lee Trice[C] (05-10)
W. Charles Friesen[C] (05-13)
Alma Seidel (08-14)
Gerri Moler (08-16)
Mary Martinez (16-18)
Carol Ann Beres (14-18)
Bob Huntt (*06-19)

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

Updated: December 1, 2020
Printed: May 31, 2022

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:

Name	Resides	Years of Term(s)
Gregory R. Sauter, P.E.	Ocean Pines	17-21 Term Ended
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

Updated: February 1, 2022
Printed: May 31, 2022

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:

Member's Name	Resides/Ratepayer of	Terms (Years)
Keith Swanton	West Ocean City	13-17, 17-21 Term Ended
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)
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)
Andrew Delcorro (*14-19)

* = Appointed to fill an unexpired term
[c] = Charter member

Updated: March 1, 2020
Printed: May 31, 2022

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:

Member's Name	Nominated By	Resides	Years of Term(s)
Elizabeth Rodier	D-3, Church	Bishopville	18-21 Resigned
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24
Susan Childs	D-6, Bunting	Berlin	21-24 Resigned
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23 Resigned
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)
Helen Henson[c] (95-97)
Barbara Beaubien[c] (95-97)
Sandy Wilkinson[c] (95-97)
Helen Fisher[c] (95-98)
Bernard Bond[c] (95-98)
Jo Campbell[c] (95-98)
Karen Holck[c] (95-98)
Judy Boggs[c] (95-98)
Mary Elizabeth Fears[c] (95-98)
Pamela McCabe[c] (95-98)
Teresa Hammerbacher[c] (95-98)
Bonnie Platter (98-00)
Marie Velong[c] (95-99)
Carole P. Voss (98-00)
Martha Bennett (97-00)
Patricia Ilczuk-Lavanceau (98-99)
Lil Wilkinson (00-01)
Diana Purnell[c] (95-01)
Colleen McGuire (99-01)
Wendy Boggs McGill (00-02)
Lynne Boyd (98-01)
Barbara Trader[c] (95-02)
Heather Cook (01-02)
Vyoletus Ayres (98-03)
Terri Taylor (01-03)
Christine Selzer (03)
Linda C. Busick (00-03)
Gloria Bassich (98-03)
Carolyn Porter (01-04)
Martha Pusey (97-03)
Teole Brittingham (97-04)
Catherine W. Stevens (02-04)
Hattie Beckwith (00-04)
Mary Ann Bennett (98-04)
Rita Vaeth (03-04)
Sharyn O'Hare (97-04)
Patricia Layman (04-05)
Mary M. Walker (03-05)
Norma Polk Miles (03-05)
Roseann Bridgman (03-06)
Sharon Landis (03-06)

* = Appointed to fill an unexpired term
[c] = Charter member

Updated: May 17, 2022
Printed: May 31, 2022

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)
Dee Shorts (04-07)
Ellen Payne (01-07)
Mary Beth Quillen (05-08)
Marge SeBour (06-08)
Meg Gerety (04-07)
Linda Dearing (02-08)
Angela Hayes (08)
Susan Schwarten (04-08)
Marilyn James (06-08)
Merilee Horvat (06-09)
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)
Michelle Bankert *(14-18)
Nancy Fortney (12-18)
Cristi Graham (17-18)
Alice Jean Ennis (14-17)
Lauren Mathias Williams *(16-18)
Teola Brittingham *(16-18)
Jeannine Jerscheid *(18-19)
Shannon Chapman (*17-19)
Julie Phillips (13-19)
Bess Cropper (15-19)
Kelly Riwniak *(19-20)
Kelly O'Keane (17-22)

* = Appointed to fill an unexpired term
C = Charter member

Updated: May 17, 2022
Printed: May 31, 2022

MARYLAND'S Coast WORCESTER COUNTY

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

May 11th, 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: Worcester County Introduction of Bill 22-9 and Public Hearing: Zoning Text Amendment Antennas

Please print the attached Introduction of Bill 22-9 and 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 19th, 2022 and May 26th, 2022. Thank you.

NOTICE OF INTRODUCTION OF BILL 22-9
ZONING TEXT AMENDMENT FOR ANTENNAS AND TOWERS
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 22-9 (Zoning – Separation Distance Between Antennas, Towers and Telecommunication Uses and Residential Structures) was introduced by Commissioners Church, Elder, Nordstrom, and Purnell on April 19th, 2022.

A fair summary of the bill is as follows:

§ ZS 1-343(b)(2)B1(iii). (Adds a new subsection to allow the separation distance between an antenna, tower or telecommunication use and an existing or permitted residential structure on an adjacent parcel to be reduced from 1,000 feet to no less than 500 feet provided a special exception is obtained from the Board of Zoning Appeals. The reduction would only apply in the A-1 and A-2 Agricultural Districts and must be based on the protection of prime agricultural soils; land actively utilized for a bona fide agricultural purpose; existing mature tree growth; steep slopes, wetlands; stream corridors; habitats of threatened or endangered species; or other similar features as determined by the Board of Zoning Appeals.)

SPECIAL LEGISLATIVE SESSION
PUBLIC HEARING
on
Tuesday, June 7th, 2022
at 10:30 A.M.
in the
County Commissioners Meeting Room
Room 1101 - Government Center
One West Market Street
Snow Hill, Maryland 21863

This is only a fair summary of the bill. A full copy of the bill is posted for public inspection on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103. Additionally, a full copy of the bill is posted on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

ITEM 15

APPROVED

WSY 4/19/22

RECEIVED
APR 12 2022
By

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 DIVISON
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director JKK
Date: April 11, 2022
Re: Request for Introduction and Scheduling of a Public Hearing - Text Amendment Application – § ZS 1-343(b)(2)B.1 – Reduced Separation Distance Requirement for Antennas, Towers and Telecommunication Uses

****

I am requesting that the Worcester County Commissioners consider the introduction of a proposed text amendment to § ZS 1-343(b)(2)B.1 at their upcoming meeting. If introduced, a draft notice for the required public hearing is attached for your use.

The Department has received and processed the text amendment application submitted by Arcola Towers LLC and its attorney Sean P. Hughes, on behalf of its client, Joshua Kurtz. The amendment sought to reduce the 1,000' separation distance between a tower and an existing or permitted residential structure on an adjacent lot in the A-1 and A-2 zoning districts by Special Exception from the Board of Zoning Appeals. The initial request based the reduction on both properties being under family ownership, but the application was amended to instead base the reduction on the protection of natural features of a site such as prime agricultural soils and existing wooded areas.

The proposed text amendment was reviewed by the Planning Commission at its meeting on April 7, 2022. Following discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended by the applicant. 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 – Antennas, Towers and Telecommunication Uses

For the purpose of amending the Zoning and Subdivision Control Article to allow a separation distance of less than 1,000' between a telecommunications tower and an existing or permitted residential structure on an adjacent parcel.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new § ZS 1-343(b)(2)(B)(1)(iii) be enacted to read as follows:

(iii) In the A-1 or A-2 District, where the proposed telecommunication site serves to reduce an environmental impact, including, but not limited to, the protection of prime agricultural soils; land actively utilized for a bona fide agricultural purpose; existing mature tree growth; natural features as identified in § ZS 1-343(b)(1)D hereof; or other similar features as determined by the Board of Zoning Appeals.

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:

Weston S. Young
Chief Administrative Officer

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

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

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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BUILDING DIVISION
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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

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SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
From: Gary Pusey, Deputy Director GP
Date: April 11, 2022
Re: Planning Commission Recommendation - Text Amendment Application to Revise the Separation Requirement –Antennas, Towers and Telecommunication Uses

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The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Arcola Towers LLC and its attorney Sean P. Hughes on behalf of County resident Joshua Kurtz. The proposed amendment would allow the 1,000' separation distance between a tower and an existing or permitted residential structure on an adjacent lot to be reduced to no less than 500' under certain conditions. The Planning Commission reviewed this request at its meeting on April 7, 2022.

The applicant initially requested that the reduction be allowed if the tower property and the adjacent residential property were both under family ownership. Staff's review of the request identified concerns with the family ownership aspect, and after reviewing the staff report, the applicant revised the application so that it aligned with Staff's recommendation. Instead of a family relationship, the possibility of a reduction to the 1,000' separation distance would be based on the protection of specific natural features of a property, after approval of a special exception by the Board of Zoning Appeals.

The amendment would add a new "(iii)" to §ZS 1-343(b)(2)B1 that would read as follows:

(iii) In the A-1 or A-2 District, where the proposed telecommunication site serves to reduce an environmental impact, including, but not limited to, the protection of prime agricultural soils; land actively utilized for a bona fide agricultural purpose; existing mature tree growth; natural features as identified in § ZS 1-343(b)(1)D hereof; or other similar features as determined by the Board of Zoning Appeals.

The complete wording of §ZS 1-343(b)(2)B1 with the proposed amendment is attached.

If approved by the County Commissioners, this would add a third scenario under which the 1,000' separation distance between a tower and a permitted or existing residential structure on an adjoining parcel could be reduced, with the other two being (1) along a high demand transportation corridor; and (2) on a property that has an existing nonconforming telecommunication facility.

In the report to the Planning Commission, the staff noted that reducing the separation distance could be warranted in certain situations, especially in the rural areas of the county where improved service is needed. However, staff recommended that this reduction be based on specific unique natural features of a property instead of a family relationship. Suggested features included the protection of prime agricultural soils, land actively utilized for a bona fide agricultural purpose, existing mature tree growth, and other natural features identified in the telecommunications section of the code such as steep slopes, wetlands, stream corridors, and habitats of threatened or endangered species. The applicant was in agreement with this recommendation.

The Planning Commission reviewed the proposed text amendment at its meeting on April 7, 2022. After discussion, and clarifying that a Special Exception from the Board of Zoning Appeals would also be required which would allow the public an opportunity to provide input on a specific location, the Planning Commission gave a favorable recommendation to the text amendment application as recommended by staff and agreed to by the applicant.

A copy of the staff report including the application is attached, as is a draft bill.

Should you have questions or require additional information, please let me know. Thanks!

Attachments

Excerpt from §ZS 1-343 Antennas, Towers and Telecommunications Uses

(Amendment Proposed by Staff is in B1(iii) and is Underlined)

B. Siting requirements. There shall be a minimum separation distance of one thousand feet from the nearest existing or permitted residential structure on an adjacent parcel; two thousand feet from all existing or permitted schools, day-care centers, nursing homes and long-term care facilities; and five thousand feet from any property designated on the National Historic Register except for monopoles, towers or facilities one hundred ninety-nine feet or less in height and which are concealed. There shall be a minimum separation distance equal to the calculated tower setback as defined in Subsection (b)(2)A hereof to any easement line of any overhead utility.

1. Notwithstanding the provisions of Subsection (b)(2)B hereof, the separation distance to an existing or permitted residential structure on an adjacent lot may be reduced to not less than five hundred feet as a special exception in the following cases:

   (i) Where requested in conjunction with any required special exception for the placement of additional telecommunication facilities on a site having a legal nonconforming telecommunication facility and provided that the entire site is brought into conformance with the provisions of Subsection (b)(2)E hereof.

   (ii) Where the proposed telecommunication site is located within a high-demand transportation corridor. For the purposes of this section a high-demand transportation corridor is defined as the area between lines extending one thousand feet parallel to the center line of any portion of a state highway with an annual average daily traffic volume exceeding ten thousand trips per day as shown on the most recent maps published by the State Highway Administration Data Services Engineering Division for Worcester County.

   (iii) In the A-1 or A-2 District, where the proposed telecommunication site serves to reduce an environmental impact, including, but not limited to, the protection of prime agricultural soils; land actively utilized for a bona fide agricultural purpose; existing mature tree growth; natural features as identified in § ZS 1-343(b)(1)D hereof; or other similar features as determined by the Board of Zoning Appeals.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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www.co.worcester.md.us/drp/drpindex.htm

MEMORANDUM

To: Worcester County Planning Commission
From: Gary Pusey, Deputy Director GP
Date: March 28, 2022
Re: Text Amendment Application – §ZS 1-343 Antennas, Towers and Telecommunications Uses to add a new §ZS 1-343(b)(2)B1(iii) to allow a separation distance of less than 1,000' between a telecommunications tower and an existing or permitted residential structure on an adjacent family-owned parcel

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On behalf of Joshua Kurtz, a county resident and property owner, Arcola Towers LLC and its attorney Sean P. Hughes have submitted a text amendment application to reduce the required 1,000' separation distance between a cell tower and an existing or permitted residence on an adjacent property, provided both properties are owned by family members, and subject to other conditions. (See the attached application.)

Currently, the Code allows the 1,000' separation distance to be reduced to 500' in two other situations (one for an existing nonconforming tower and the second for a tower along a high demand transportation corridor), and this proposed amendment would add family ownership of an existing or permitted residence on an adjacent parcel as a third situation, provided certain conditions are met.

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 member of the County Commissioners 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

Specific development standards for telecommunication (cell) towers are contained in Section 1-343 of the Zoning Ordinance. Included in the standards are setback requirements from property lines and minimum "separation distances" that are in addition to the setbacks. These separation distances are between a tower and specific uses, and are as follows:

1. 1,000' from an existing or permitted residential structure on an adjacent parcel;
2. 2,000' from existing or permitted schools, day-care centers, nursing homes and long-term care facilities;
3. 5,000' from any property designated on the National Historic Register; and
4. A distance based on the setback requirements to any easement line of any overhead utility.

The separation distances listed above do not apply if a tower is less than 200' in height and is camouflaged.

The Code allows the 1,000' separation distance from an existing or permitted residential structure to be reduced to 500' in two instances:

1. By Special Exception from the Board of Zoning Appeals (BZA) within a high-demand transportation corridor, defined as a state highway with an annual average daily traffic volume of at least 10,000 trips per day; and
2. By Special Exception from the BZA on a property with an existing nonconforming telecommunication facility.

The amendment proposed by this application would add a third situation that addresses family ownership in the Agricultural Districts, under the following conditions:

1. A Special Exception from the BZA must be obtained;
2. The separation distance can be no less than 500';
3. The properties must be in either the A-1 or A-2 District;
4. Owners of the properties must be "immediate family" as defined in the Code (see definition of "family or housekeeping unit" from the Code, which defines who qualifies as "immediate family"); and
5. The property owner with the existing or permitted residence must sign an affidavit agreeing to the reduced separation distance.

The Code restricts "immediate family" to children, grandchildren and great-grandchildren, parents, grandparents and great-grandparents and their husbands or wives and children and to brothers and sisters and their husbands, wives and children.

As noted in the attached application, the reasons put forth by the Applicant for requesting this text change are as follows:

1. Rural and agricultural areas are often underserved by robust broadband and wireless services so tower development in these areas should be encouraged where possible.
2. Small parcels of farmland are often divided from a larger family farm and given to family members, which means family residences are close to the family farm.
3. To maintain usable farmland without impacting operations, the most logical and least disruptive tower location will often be near the edge of a large farm, close enough to meet tower setbacks from property lines.
4. This placement can put the tower within the 1,000' separation distance to residential structures, even though those structures may be owned by the same family, or even the same person, as the farmland hosting the tower. However, it still provides the 1,000' separation distance requirement to all non-family-owned adjacent residences.
5. The ability for family members who own the adjacent residences to acknowledge and waive the separation distance to less than 1,000' (but not less than 500') allows the farming family to determine which location least impacts their farming operations while allowing wireless services to be brought into the area.
6. This also provides an additional revenue stream resource for farming families in agricultural areas.

Staff's review indicated concerns with this application as proposed. The Director notes that the Code currently provides significant relief to both the setbacks and the separation distances for towers less than 200' in height if they are concealed, without needing to obtain a special exception or a variance. This indicates that these Code requirements, and the separation distance requirement in particular, also serve an aesthetic purpose and concealment is a method to achieve this goal.

The Director also notes concerns that the proposed amendment does not address if a tower can comply with the Code's separation distances as written, whether the tower can be concealed, or whether there is a unique condition that exists on the property that would justify a reduction in the separation distance. Instead, the proposed amendment creates a new standard based upon the discretionary decision of a family member who owns a residence on an adjoining parcel, and the Director points out that this type of approval does not currently exist anywhere in the zoning ordinance and if allowed in this case could create a precedent for future text amendment requests.

Finally, the Director points out that the proposed amendment could be applied to a structure of any design (i.e., a monopole or a guyed tower) or height, and could be located anywhere in the County zoned A-1 or A-2 provided a Special Exception is obtained, but the primary standard would be based on the opinion of the adjoining property owner/family member.

The Zoning Administrator expressed similar concerns, and as an alternative stated that the need for additional tower locations may be accomplished without requiring the approval of an adjacent property owner, suggesting that environmentally or historically sensitive areas, or preservation of productive farmland be considered instead.

The Director agreed, noting that there have been instances in the past when a reduction in the separation distance was warranted in order to provide needed services, and this was recognized most recently in 2017 when the provision to address high demand transportation corridors was added to the Code. The Director stated that factors that could result in another modification to the 1,000' separation distance could be based on the unique characteristics of a property, such as the protection or preservation of prime agricultural lands under production, avoidance of wetlands and existing forested areas, the availability of existing landscape screening or other similar, quantifiable features. The Director noted that because a special exception would be required, the Board of Zoning Appeals will be tasked with evaluating the tradeoff between the impact of the separation distance on the adjacent residential dwelling versus the impact such a structure could have on the natural resources of the site.

SUMMARY

As a result of Staff review, Staff believes that a reduction to the 1,000' separation distance from an adjoining residence may be warranted in certain cases, in order to provide improved service in the more rural areas of the County. Limiting this reduction to the A-1 and A-2 Districts, requiring a Special Exception from the BZA, and ensuring that the reduction is based on a specific natural feature present on a site, such as preserving prime agricultural soils, avoiding wetlands and existing forested areas, or locating the tower along an existing forested area that provides screening would be appropriate. Staff suggests the following wording for a new §ZS 1-343(b)(2)B1(iii):

> In the A-1 or A-2 District, where the proposed telecommunication site serves to reduce an environmental impact, including, but not limited to, the protection of prime agricultural soils; land actively utilized for a bona fide agricultural purpose; existing mature tree growth; natural features as identified in § ZS 1-343(b)(1)D hereof; or other similar features as determined by the Board of Zoning Appeals.

The proposed amendment above refers to "natural features as identified in 1-343(b)(1)D", which is listed below – the "natural features" referenced in Staff's proposed amendment are underlined:

D. A complete description of the impact and a detailed plan for avoiding, minimizing, mitigating or buffering the effects of the proposed use on the following natural resources: <u>steep slopes, wetlands, stream corridors, forests, and habitats of threatened or endangered species</u>.

Two excerpts of Section 1-343 of the Code are attached that show the wording as proposed by the Applicant and an alternate as proposed by Staff. A draft bill, using the language proposed by the Applicant, is also 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, Zoning Administrator
Sean P. Hughes, Attorney for the Applicant

Excerpt from §ZS 1-343 Antennas, Towers and Telecommunications Uses

(Amendment Proposed by Applicant is in B1(iii) and is Underlined)

B. Siting requirements. There shall be a minimum separation distance of one thousand feet from the nearest existing or permitted residential structure on an adjacent parcel; two thousand feet from all existing or permitted schools, day-care centers, nursing homes and long-term care facilities; and five thousand feet from any property designated on the National Historic Register except for monopoles, towers or facilities one hundred ninety-nine feet or less in height and which are concealed. There shall be a minimum separation distance equal to the calculated tower setback as defined in Subsection (b)(2)A hereof to any easement line of any overhead utility.

1. Notwithstanding the provisions of Subsection (b)(2)B hereof, the separation distance to an existing or permitted residential structure on an adjacent lot may be reduced to not less than five hundred feet as a special exception in the following cases:

   (i) Where requested in conjunction with any required special exception for the placement of additional telecommunication facilities on a site having a legal nonconforming telecommunication facility and provided that the entire site is brought into conformance with the provisions of Subsection (b)(2)E hereof.

   (ii) Where the proposed telecommunication site is located within a high-demand transportation corridor. For the purposes of this section a high-demand transportation corridor is defined as the area between lines extending one thousand feet parallel to the center line of any portion of a state highway with an annual average daily traffic volume exceeding ten thousand trips per day as shown on the most recent maps published by the State Highway Administration Data Services Engineering Division for Worcester County.

   (iii) Where the proposed telecommunication site is located within the A-1 or A-2 Districts, the existing or permitted residential structure on an adjacent parcel is owned by immediate family of the property owner where the proposed telecommunication site is located, and the adjacent property owner agrees by Affidavit to a lesser distance to his or her residence. For the purposes of this section, immediate family shall be as specified in the definition of "Family or Housekeeping Unit" per §ZS 1-103(b) hereof.

Excerpt from §ZS 1-343 Antennas, Towers and Telecommunications Uses

(Amendment Proposed by Staff is in B1(iii) and is Underlined)

B. Siting requirements. There shall be a minimum separation distance of one thousand feet from the nearest existing or permitted residential structure on an adjacent parcel; two thousand feet from all existing or permitted schools, day-care centers, nursing homes and long-term care facilities; and five thousand feet from any property designated on the National Historic Register except for monopoles, towers or facilities one hundred ninety-nine feet or less in height and which are concealed. There shall be a minimum separation distance equal to the calculated tower setback as defined in Subsection (b)(2)A hereof to any easement line of any overhead utility.

1. Notwithstanding the provisions of Subsection (b)(2)B hereof, the separation distance to an existing or permitted residential structure on an adjacent lot may be reduced to not less than five hundred feet as a special exception in the following cases:

   (i) Where requested in conjunction with any required special exception for the placement of additional telecommunication facilities on a site having a legal nonconforming telecommunication facility and provided that the entire site is brought into conformance with the provisions of Subsection (b)(2)E hereof.

   (ii) Where the proposed telecommunication site is located within a high-demand transportation corridor. For the purposes of this section a high-demand transportation corridor is defined as the area between lines extending one thousand feet parallel to the center line of any portion of a state highway with an annual average daily traffic volume exceeding ten thousand trips per day as shown on the most recent maps published by the State Highway Administration Data Services Engineering Division for Worcester County.

   (iii) In the A-1 or A-2 District, where the proposed telecommunication site serves to reduce an environmental impact, including, but not limited to, the protection of prime agricultural soils; land actively utilized for a bona fide agricultural purpose; existing mature tree growth; natural features as identified in § ZS 1-343(b)(1)D hereof; or other similar features as determined by the Board of Zoning Appeals.

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ZONING DIVISION
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ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Gary Pusey, Deputy Director
From: Jennifer Keener, AICP, Director JKK
Date: March 17, 2022
Re: Text Amendment Application – Revision to § ZS 1-343 to allow a separation distance of less than 1,000' between a telecommunications tower and an existing or permitted residential structure on an adjacent family-owned parcel

This memorandum is in response to your request for comments on the text amendment submitted by Mr. Sean Hughes on behalf of his client, Mr. Joshua Kurtz. The language proposes to include an additional situation in which an applicant could obtain a modification to the 1,000' separation distance to an existing or permitted residential structure on an adjacent parcel (reduced to no less than 500').

There is no doubt that there is high demand for fast and reliable cellular service. In consideration of this fact, the existing zoning code provides significant relief to the setbacks AND separation distances associated with a telecommunications facility 199' in height or less and which are concealed - without variance or special exception requirements. This suggests that the setbacks and separation distances provided in the code for telecommunication facilities also serve an aesthetic purpose, and establishes a provision for concealment as a method to achieve this goal.

I appreciate that the applicant has been willing to further refine their initial draft amendment with staff input to craft language that is more consistent with the local zoning regulations and more palatable with respect to the limits placed on such a request. However, I am still concerned that the amendment as proposed has no bearing on whether or not a tower can actually be situated on a particular parcel in compliance with the separation regulations, whether it can be concealed, nor whether there is even a unique condition on the subject property that would justify a reduction in the separation distance. Rather, the primary standard is based upon the discretionary decision of the immediate family that owns the adjoining parcel or lot. Nowhere in the code does a third-party agreement with an adjoining property owner, albeit immediate family members, dictate the primary standard for which a variance or special exception should be granted. I fear that if permitted here, it will be a slippery slope of precedence that could be requested for other uses and structures, taking the decision-making authority away from the boards and commissions responsible for promoting the health, safety and welfare of the general public through the implementation of the zoning code.

When the initial draft was presented to staff, I felt strongly that any such request should include a special exception component. As part of the Board of Zoning Appeals hearing process, one of the considerations the Board must consider in § ZS 1-116(c)(3)A is that the proposed telecommunication

facility "[w]ill be in harmony with the general character of the neighborhood considering population density, the design, scale and bulk of any proposed new structures…" This is important, because while the revised amendment narrows the proposed location to only the A-1 or A-2 zoning district, it does not limit the developer to a specific design or height of a structure. Therefore, it could apply equally to a 150' monopole or to a 350' guyed tower that is required to be lighted. Each have their own design components and level of obtrusiveness to the surrounding environment. The environment in question could be a rural farm field in the southern end of the county, or agriculturally zoned lands that are within proximity to a much denser population center in the northern end of the county. What may be context appropriate in one area may not be in another. However, even with this level of consideration, we still must acknowledge that under the proposed amendment, the primary standard for the granting of the special exception resides with the opinion of the adjoining property owner and immediate family member.

There are instances when a reduction to the separation distance may be needed in order to provide services. Such was the case in 2017 when a text amendment was approved to include a similar reduction to the separation distance to a residential dwelling where the telecommunication site was located in a high-demand transportation corridor. When reflecting on potential standards that could inform another modification to a separation distance, the uniqueness of the parcel or lot where the telecommunications facility is being proposed would be an appropriate consideration. Such standards could include the protection or preservation of prime agricultural lands under production, avoidance of wetlands and existing forested areas, the availability of existing landscape screening or other similar, quantifiable features. This standard would task the board with evaluating the tradeoff between the impact of the separation distance on the adjacent residential dwelling versus the impact such a structure could have on the natural resources of the site, consistent with one of the primary purposes of the zoning code.

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

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ADMINISTRATIVE DIVISION
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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
Gary R. Pusey, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: March 18, 2022
Re: Zoning Ordinance Proposed Text Amendment - § ZS 1-343(v)(2)B1(iii) to allow a separation distance of less than 1,000 feet between a telecommunications tower and an existing or permitted residential structure on an adjacent family-owned parcel.

Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Arcola Towers LLC.

The proposed text amendment seeks to allow a reduction in the required separation distance for residential structures from 1,000 feet to 500 feet provided that adjacent property owner agrees and is a member of the immediate family with additional conditions. In this instance, Arcola Towers is requesting that the separation distance be waived provided that the adjacent property owner is a member of the immediate family and that a special exception is sought.

Currently, the zoning ordinance sets a number of restrictions for antennas and telecommunications towers/monopoles, principally on setbacks, siting (location), heights, and visual impacts. Several text amendments to this provision in the past have allowed for the reduction in separation distances from residential structures where the parcel is located near a 'high-demand' transportation corridor, or if proposed to be placed on a property with an existing telecommunication facility. These two (2) provisions have guided the locations of *where* the separation distance may be applied. The request by Arcola Towers would increase the number of locations where a separation distance may be reduced to those properties located within the Agricultural zoning districts (A-1 and A-2, respectively), yet still restrict those whom would seek to request a reduction in other zoning districts unless they can meet the requirements of the other provisions.

As new technologies arise every day, it is difficult to predict the ultimate path that these technologies will affect our everyday lives. For example, in Ocean City cellular antennas may be found along the boardwalk and may not even be discernable by most who pass by. I raise this point as we will need to be able to accommodate these growing manifestations of technological progress. While an emerging trend for cellular services seems to have a much smaller visual presence than the cell towers we typically associate with our viewsheds, there does still seem to be a continued market and a need to provide these services on tall structures to reach more users. Furthermore, as I understand the current

situation, the existing tower network within the County has or is reaching capacity to hold more antennas from the various cellular providers. I anticipate more pressure to develop new locations and towers/monopoles in the near future.

All this being said, while I can appreciate that Arcola Towers has proposed a solution, I do believe that with the known emerging technologies perhaps a text amendment that can accommodate their request and those of other cellular providers more readily can be provided for consideration by the County Commissioners without involving the recommendation or approval of an adjacent property owner.

A potential solution could be that the separation distance may be reduced to no less than 500 feet provided that a special exception is sought and that the applicant can prove to the Board of Zoning Appeals that the reduction is warranted under more general scenarios. This would provide the applicants the flexibility to reduce the separation distance for *good site-based cause*, as well as ensure that appropriate review has been conducted on a site-by-site basis under the Board of Zoning Appeal's watchful eye.

I propose the following language for consideration:

(iii) On lands zoned Industrial (I-1 or I-2) or Agricultural (A-1 or A-2) when requested in order to avoid environmentally or historically sensitive areas or productive farm lands in general accordance with the Comprehensive Plan. The applicant must provide evidence to the Board of Zoning Appeals that the proposed siting of the tower or monopole requires a reduction in the separation distance.

Please let me know if you have any other questions regarding this proposed text amendment.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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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 9, 2022
Re: Text Amendment Application – Revise the text of §ZS 1-343 Antennas, Towers and Telecommunications Uses to add a new §ZS 1-343(b)(2)B1(iii) to allow a separation distance of less than 1,000' between a telecommunications tower and an existing or permitted residential structure on an adjacent family-owned parcel

****

Arcola Towers LLC has submitted the attached text amendment application to reduce the 1,000' separation distance between a cell tower and an existing or permitted residence on an adjacent property provided both properties are owned by family members, and subject to other conditions.

Currently, the Code allows the 1,000' separation distance to be reduced to 500' in two other situations, and this proposed amendment would add family ownership as a third situation.

As proposed, the amendment would require the following conditions to be met:

1. A Special Exception from the BZA must be obtained;
2. The separation distance can be no less than 500';
3. The properties must be in either the A-1 or A-2 District;
4. Owners of the properties must be "immediate family" as defined in the Code (see definition on the next page); and
5. The property owner with the existing or permitted residence must sign an affidavit agreeing to the reduced separation distance.

The existing text of §ZS 1-343(b)(2)B1 is shown on the next page, along with the proposed new text in "iii" that is underlined.

This request is scheduled to be presented to the Planning Commission at its April 7, 2022 meeting. Please provide any comments you may have by Friday, March 18, 2022.

If you have questions or need additional information, please let me know. Thanks!

Excerpt from §ZS 1-343 Antennas, Towers and Telecommunications Uses

(Proposed Amendment is in B1(iii) and is underlined)

B. Siting requirements. There shall be a minimum separation distance of one thousand feet from the nearest existing or permitted residential structure on an adjacent parcel; two thousand feet from all existing or permitted schools, day-care centers, nursing homes and long-term care facilities; and five thousand feet from any property designated on the National Historic Register except for monopoles, towers or facilities one hundred ninety-nine feet or less in height and which are concealed. There shall be a minimum separation distance equal to the calculated tower setback as defined in Subsection (b)(2)A hereof to any easement line of any overhead utility.

1. Notwithstanding the provisions of Subsection (b)(2)B hereof, the separation distance to an existing or permitted residential structure on an adjacent lot may be reduced to not less than five hundred feet as a special exception in the following cases:

   (i) Where requested in conjunction with any required special exception for the placement of additional telecommunication facilities on a site having a legal nonconforming telecommunication facility and provided that the entire site is brought into conformance with the provisions of Subsection (b)(2)E hereof.

   (ii) Where the proposed telecommunication site is located within a high-demand transportation corridor. For the purposes of this section a high-demand transportation corridor is defined as the area between lines extending one thousand feet parallel to the center line of any portion of a state highway with an annual average daily traffic volume exceeding ten thousand trips per day as shown on the most recent maps published by the State Highway Administration Data Services Engineering Division for Worcester County.

   (iii) Where the proposed telecommunication site is located within the A-1 or A-2 Districts, the existing or permitted residential structure on an adjacent parcel is owned by immediate family of the property owner where the proposed telecommunication site is located, and the adjacent property owner agrees by Affidavit to a lesser distance to his or her residence. For the purposes of this section, immediate family shall be as specified in the definition of "Family or Housekeeping Unit" per §ZS 1-103(b) hereof.

****

Definition from §ZS 1-103

FAMILY or HOUSEKEEPING UNIT - An individual, two or more persons related by blood or marriage or a group of not more than five persons not related by blood or marriage living together as a single housekeeping group in a dwelling unit. Immediate family shall be restricted to children, grandchildren and great-grandchildren, parents, grandparents and great-grandparents and their husbands or wives and children and to brothers and sisters and their husbands, wives and children.

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

PETITION FOR AMENDMENT TO THE OFFICAL TEXT OF THE ZONING AND SUBDIVISION CONTROL ARTICLE

(For 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 3/8/2022

Date Reviewed by the 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: X

b. Taxpayer of Worcester County: _____

c. Governmental Agency: _____ _____ (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article

a. Section Number: ZS 1-343(b)(2)(B)(1)

b. Page Number: p. 3 of Sec. 1-343

c. Proposed revised text, addition or deletion:

Addition of:
(iii) Where the proposed telecommunication site is located within the A-1 or A-2 Districts, the existing or permitted residential structure on an adjacent parcel is owned by immediate family of the property owner where the proposed telecommunication site is located, and the adjacent property owner agrees by Affidavit to a lesser distance to his or her residence. For the purposes of this

section, immediate family shall be as specified in the definition of "Family or Housekeeping Unit" per §ZS 1-103(b) hereof. (SEE also attached Redline of Section 1-343).

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:

- Rural and agricultural areas are often underserved by robust broadband and wireless services so tower development in these areas should be encouraged where possible.
- Small parcels of farmland are often divided from a larger family farm and given to family members, which means family residences are close to the family farm.
- To maintain usable farmland without impacting operations, the most logical and least disruptive tower location will often be near the edge of a large farm, close enough to meet tower setbacks from property lines.
- This placement can put the tower within the 1,000 separations distance to residential structures, even though those structures may be owned by the same family, or even the same person, as the farmland hosting the tower. However, it still provides the 1,000 ft. separation distance requirement to all non-family-owned adjacent residences.
- The ability for family members who own the adjacent residences to acknowledge and waive the separation to less than 1000 (but not less than 500) allows the farming family to determine which location least impacts their farming operations while allowing wireless services to be brought into the area.
- This also provides an additional revenue stream resource for farming families in the AG zones.

IV. Signature of Applicants

Signature(s): _____

Printed Name(s): Joshua Kurtz

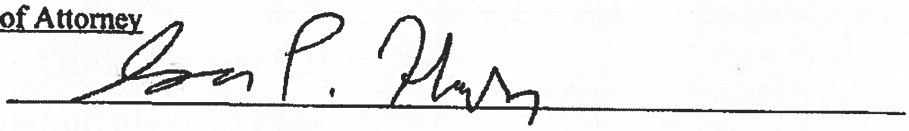
Mailing Address: 7614 Scotland Rd, Sandyville MD

Phone Number: (443) 598-2528

Email: bushjeanie04@gmail.com

Date: 3/8/22

V. Signature of Attorney

Signature: 

Printed Name: Sean P. Hughes

Mailing Address: 200-B Monroe Street, Rockville, MD 20850

Phone Number: (301) 762-5212

Email: sphughes@mmcanby.com

Date: 3/7/22

VI. General Information Relating to the Text Change Process

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 an 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 will not be considered.

§ ZS 1-343 **Antennas, towers and telecommunications uses.**

(a) Purpose and intent. The purpose and intent of this section is to provide for the effective management, control and review of telecommunications uses, including towers, antennas, and related wireless equipment and structures.

(b) Provisions in addition to other district provisions. In addition to the standards and provisions contained elsewhere in this Title, the following additional provisions shall apply to all telecommunications uses.

(1) Applications for the addition of telecommunications equipment to existing structures or for new monopoles, freestanding towers, and guyed towers shall include the following:

A. A winds load analysis conducted by a qualified engineer.

B. A certificate by a qualified engineer attesting to the structural integrity of the existing structure and the projected effects resulting from the addition of the proposed equipment.

C. A certificate of compliance attesting to the fact that the proposed equipment meets or exceeds Federal Communications Commission (FCC) and American National Standards Institute (ANSI) standards on radiation emissions.

D. A complete description of the impact and a detailed plan for avoiding, minimizing, mitigating or buffering the effects of the proposed use on the following natural resources: steep slopes, wetlands, stream corridors, forests, and habitats of threatened or endangered species.

E. A complete description of the impact and a detailed plan for avoiding, minimizing, mitigating or buffering the effects of the proposed use on any area of local, regional or national historic or cultural significance.

F. Explanation of the necessity to place the facility in that particular location.

G. Supporting evidence regarding the proposed equipment's effects upon adjacent and adjoining property values.

H. A detailed description, assessing the impact that the proposed equipment will have upon aviation and overall visibility, including the following:

1. A copy of all information required by, or submitted to, the Federal Communications Commission and Federal Aviation Administration (FAA) concerning the proposed use and the impact that it will have upon aviation or overall visibility.

2. A copy of all plans and specifications required as a condition of approval by the FCC or FAA and an analysis of the impact that compliance with FCC or FAA mandates will have upon adjacent and adjoining land uses.

3. Proof of compliance with all FAA requirements relating to lighting, siting, height, and visibility shall be required prior to final permitting.

I. For additions to existing structures of telecommunications facilities that have the effect of increasing the overall height of the existing structure, documentation that establishes that the applicant performed a diligent search for a suitable site that did not have the effect of increasing the height of existing structures.

J. For new monopoles, freestanding towers, and guyed towers, documentation that establishes that the applicant performed a diligent search for a suitable existing structure.

K. For new monopoles, freestanding towers and guyed towers, documentation that demonstrates that "approved County-owned sites" as designated by the County Commissioners by resolution, which may be amended from time to time, are unsuitable. Such documentation shall be subject to review and concurrence by the Department.

L. The provisions of Subsections (b)(1)H through (b)(1)K hereof shall not apply where additions to existing structures do not increase the overall height.

(2) Standards. Monopoles, freestanding towers and guyed towers approved after the adoption of this section shall comply with the following:

A. Minimum lot requirements. Lot area and lot dimensions shall be a function of the minimum setback required and are established as follows:

1. For all monopoles and freestanding towers of one hundred ninety-nine feet in height or less which are concealed or camouflaged, the minimum structure setback shall be: front yard setback, fifty feet; and side and rear setbacks, twenty feet.

2. For all non-concealed or -camouflaged monopoles of any height and any monopole of two hundred feet or greater in height, the minimum structure setback shall be equal to the height of the monopole plus fifty feet.

3. For all towers up to one hundred ninety-nine feet in height, the minimum structure setback shall be one and one-quarter (1.25) times the height.

4. For all towers two hundred feet in height or greater, the minimum setback shall be one foot of setback for every one foot of tower height up to two hundred feet plus one and one-half feet of setback for every one foot of tower height exceeding two hundred feet.

B. Siting requirements. There shall be a minimum separation distance of one thousand feet from the nearest existing or permitted residential structure on an adjacent parcel; two thousand feet from all existing or permitted schools, day-care centers, nursing homes and long-term care facilities; and five thousand feet from any property designated on the National Historic Register except for monopoles, towers or facilities one hundred ninety-nine feet or less in height and which are concealed. There shall be a minimum separation distance equal to the calculated

tower setback as defined in Subsection (b)(2)A hereof to any easement line of any overhead utility.

1. Notwithstanding the provisions of Subsection (b)(2)B hereof, the separation distance to an existing or permitted residential structure on an adjacent lot may be reduced to not less than five hundred feet as a special exception in the following cases: [Amended 2-21-2017 by Bill No. 17-1]

(i) Where requested in conjunction with any required special exception for the placement of additional telecommunication facilities on a site having a legal nonconforming telecommunication facility and provided that the entire site is brought into conformance with the provisions of Subsection (b)(2)E hereof.

(ii) Where the proposed telecommunication site is located within a high-demand transportation corridor. For the purposes of this section a high-demand transportation corridor is defined as the area between lines extending one thousand feet parallel to the center line of any portion of a state highway with an annual average daily traffic volume exceeding ten thousand trips per day as shown on the most recent maps published by the State Highway Administration Data Services Engineering Division for Worcester County.

(iii) Where the proposed telecommunication site is located within the A-1 or A-2 Districts, the existing or permitted residential structure on an adjacent parcel is owned by immediate family of the property owner where the proposed telecommunication site is located, and the adjacent property owner agrees by Affidavit to a lesser distance to his or her residence. For the purposes of this section, immediate family shall be as specified in the definition of "Family or Housekeeping Unit" per §ZS 1-103(b) hereof.

C. Lighting requirements. No lighting shall be required or permitted, except what is specifically required by the FCC, FAA or another relevant state or federal agency; additionally, in instances where the FCC or FAA require daytime high-intensity strobe lighting, a set of red marker lights shall be installed for nighttime use. All strobe lights shall be turned off at twilight.

D. Lighting conversion. Except as otherwise required by the FCC, FAA or other relevant state or federal agency, existing towers equipped with nighttime high-intensity strobe lighting shall be converted to red marker lights or alternating daytime strobe and nighttime red marker lights as described in Subsection (b)(2)C hereof not later than January 1, 2004.

E. Screening and security requirements. A fence with a minimum height of twelve feet shall be installed around the perimeter of the tower base. All equipment shall be located within this fenced area. The fence shall have an access gate which shall be kept in a locked condition at all times, except when servicing is required. The fence shall be equipped with additional entrance prevention devices as necessary to prevent compound access by unauthorized personnel. Except for monopoles in the C-2 District and monopoles, freestanding towers and guyed towers in the I-1 and I-2 Districts, there shall be an additional screening requirement consisting of a buffer at least twenty-five feet in width planted with native species trees capable of reaching not less than sixty feet in height when mature. For monopoles in the C-2 District and monopoles, freestanding towers and guyed towers in the I-1 and I-2 Districts, screening-type landscaping in accordance with § ZS 1-322 hereof shall be provided around the exterior perimeter of the fence.

F. Visibility. All telecommunications facilities and accessory structures shall be sighted in such a way as to have the least possible adverse effect on the visual environment. All non-concealed or -camouflaged facilities shall be of a galvanized finish or painted light gray or pale blue above any surrounding tree line while any portion below the tree line shall be painted gray, green, black or similar color and designed to blend into the natural environment or surrounding structures, unless otherwise required by the FAA. Furthermore, they shall be designed and sighted so as to avoid, wherever possible, application of FAA lighting and painting requirements. When located in any zoning district other than the I-1 or I-2 Districts, structures and facilities accessory to a monopole or tower shall use architecture, materials, colors and textures

designed to blend with the natural environment and other structures in the general area. The concealment or camouflaging of monopoles, towers and other telecommunication facilities, using industry standard techniques and structures such as artificial trees, architectural features on buildings, flag poles and grain silos, among others, is highly recommended and should be used wherever possible.

G. Additional provisions. All obsolete or unused towers and equipment shall be removed at the owner's expense within twelve months of the cessation of use.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Antennas, Towers and Telecommunication Uses

For the purpose of amending the Zoning and Subdivision Control Article to allow a separation distance of less than 1,000' between a telecommunications tower and an existing or permitted residential structure on an adjacent family-owned parcel.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new § ZS 1-343(b)(2)(B)(1)(iii) be enacted to read as follows:

(iii) Where the proposed telecommunication site is located within the A-1 or A-2 District, the existing or permitted residential structure on an adjacent parcel is owned by immediate family of the property owner where the telecommunication site is located, and the adjacent property owner agrees by Affidavit to a lesser distance to his or her residence. For the purposes of this section, immediate family shall be as specified in the definition of "Family or Housekeeping Unit" per § ZS 1-103(b) hereof.

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

MARYLAND'S Coast WORCESTER COUNTY

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

May 11, 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: Worcester County Notice of Public Hearing for Zoning Amendment

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 19th, 2022 and May 26th, 2022. Thank you.

NOTICE OF PUBLIC HEARING
FOR
AN AMENDMENT TO A
RESIDENTIAL PLANNED COMMUNITY (RPC)
SEA OAKS VILLAGE RPC
WESTERLY SIDE OF MD ROUTE 611
NORTH OF SINEPUXENT ROAD
TENTH 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 Sea Oaks Village, LLC to amend a Residential Planned Community (RPC) on property located on the west side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road. Located in the Tenth Tax District of Worcester County, Maryland, the property is designated on Tax Map 26 as Parcel 274, Lot 3A and Parcel 473. The Planning Commission reviewed the amended RPC application at its meeting on April 7, 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, JUNE 7th, 2022
AT 10:30 AM
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

MARYLAND'S Coast
WORCESTER COUNTY

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

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.

THE WORCESTER COUNTY COMMISSIONERS

ITEM 16

APPROVED

WSY 4/19/22

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 DIVISON
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 – Sea Oaks Village 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 Sea Oaks Village Residential Planned Community (RPC) floating zone to add another 76 townhouse units to the development. The Planning Commission reviewed the project at its meeting on Thursday, April 7, 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 59-townhouse units and two commercial buildings consisting of 24,570 square feet of mixed use. It is located on the westerly side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road.

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
AN AMENDMENT TO A
RESIDENTIAL PLANNED COMMUNITY (RPC)

SEA OAKS VILLAGE RPC
WESTERLY SIDE OF MD ROUTE 611
NORTH OF SINEPUXENT ROAD

TENTH 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 Sea Oaks Village, LLC to amend a Residential Planned Community (RPC) on property located on the west side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road. Located in the Tenth Tax District of Worcester County, Maryland, the property is designated on Tax Map 26 as Parcel 274, Lot 3A and Parcel 473. The Planning Commission reviewed the amended RPC application at its meeting on April 7, 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

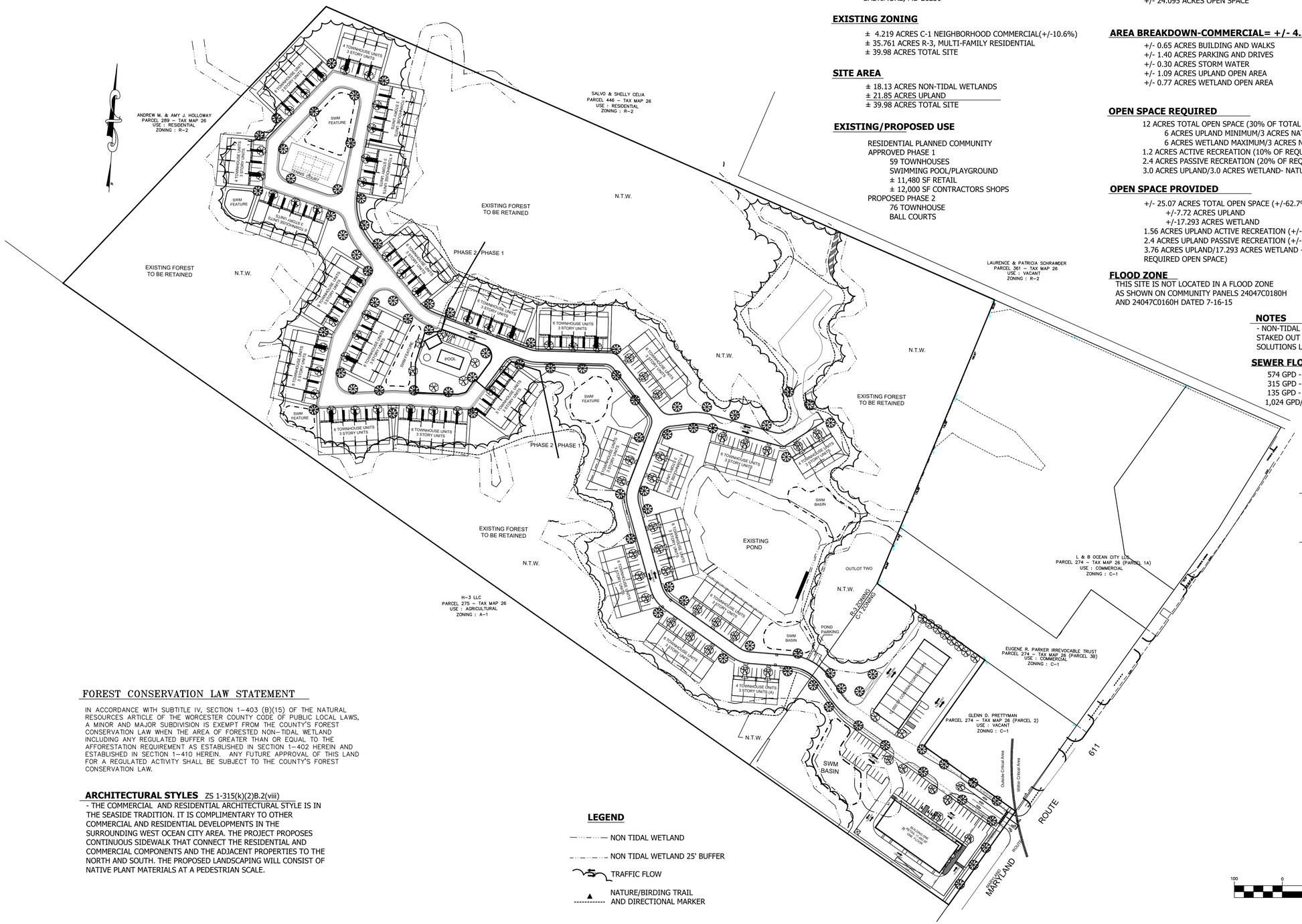
At the public hearing, the County Commissioners will consider the amended RPC and the recommendation of the Planning Commission, any proposed restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands 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

SEA OAKS VILLAGE

RESIDENTIAL PLANNED COMMUNITY



SITE DATA

PARCEL DESCRIPTION

P/O PARCEL 274, TAX MAP 26
10th TAX ELECTION DISTRICT
WEST OCEAN CITY MARYLAND

PROPERTY OWNERS

SEA OAKS VILLAGE, LLC
841 E. FORT AVENUE, SUITE 152
BALTIMORE, MD 21230

EXISTING ZONING

± 4.219 ACRES C-1 NEIGHBORHOOD COMMERCIAL(+/-10.6%)
± 35.761 ACRES R-3, MULTI-FAMILY RESIDENTIAL
± 39.98 ACRES TOTAL SITE

SITE AREA

± 18.13 ACRES NON-TIDAL WETLANDS
± 21.85 ACRES UPLAND
± 39.98 ACRES TOTAL SITE

EXISTING/PROPOSED USE

RESIDENTIAL PLANNED COMMUNITY
APPROVED PHASE 1
59 TOWNHOUSES
SWIMMING POOL/PLAYGROUND
± 11,480 SF RETAIL
± 12,000 SF CONTRACTORS SHOPS
PROPOSED PHASE 2
76 TOWNHOUSE
BALL COURTS

RESIDENTIAL DENSITY R-3 AREA ONLY

PERMITTED = 214 UNITS @ 6/ UNITS ACRE
PROPOSED = 135 UNITS = ± 3.77 UNITS/ACRE

AREA BREAKDOWN-RESIDENTIAL= +/-35.76 ACRES

+/- 4.28 ACRES UNITS AND WALKS
+/- 4.35 ACRES PARKING AND DRIVES
+/- 0.085 ACRES UTILITY OUTLOT
+/- 2.95 OPEN AREA WITHIN LOTS
+/- 24.095 ACRES OPEN SPACE

AREA BREAKDOWN-COMMERCIAL= +/- 4.219 ACRES

+/- 0.65 ACRES BUILDING AND WALKS
+/- 1.40 ACRES PARKING AND DRIVES
+/- 0.30 ACRES STORM WATER
+/- 1.09 ACRES UPLAND OPEN AREA
+/- 0.77 ACRES WETLAND OPEN AREA

OPEN SPACE REQUIRED

12 ACRES TOTAL OPEN SPACE (30% OF TOTAL SITE)
6 ACRES UPLAND MINIMUM/3 ACRES NATURAL MINIMUM
6 ACRES WETLAND MAXIMUM/3 ACRES NATURAL MINIMUM
1.2 ACRES ACTIVE RECREATION (10% OF REQUIRED OPEN SPACE)
2.4 ACRES PASSIVE RECREATION (20% OF REQUIRED OPEN SPACE)
3.0 ACRES UPLAND/3.0 ACRES WETLAND- NATURAL OPEN SPACE (50% OF OPEN SPACE)

OPEN SPACE PROVIDED

+/- 25.07 ACRES TOTAL OPEN SPACE (+/-62.7% OF TOTAL SITE)
+/-7.72 ACRES UPLAND
+/-17.293 ACRES WETLAND
1.56 ACRES UPLAND ACTIVE RECREATION (+/-12.8% OF REQUIRED OPEN SPACE)
2.4 ACRES UPLAND PASSIVE RECREATION (+/- 20.0% OF REQUIRED OPEN SPACE)
3.76 ACRES UPLAND/17.293 ACRES WETLAND - NATURAL OPEN SPACE (+/- 175% OF REQUIRED OPEN SPACE)

FLOOD ZONE

THIS SITE IS NOT LOCATED IN A FLOOD ZONE AS SHOWN ON COMMUNITY PANELS 24047C0180H AND 24047C0160H DATED 7-16-15

NOTES

- NON-TIDAL WETLANDS DELINEATED BY RON GATTON IN 2000 AND STAKED OUT AND RECONFIRMED BY COASTAL COMPLIANCE SOLUTIONS LLC IN 2017

SEWER FLOW- COMMERCIAL

574 GPD -11,480 SF RETAI L@ 0.05 GSF
315 GPD - 10,500 SF CONTRACTORS SHOPS @0.03 GSF
135 GPD - 1,500 SF OFFICES IN CONTRACTOR SHOPS @ 0.09 GSF
1,024 GPD/ 300 GPD-EDU = 4 EDU'S

RESIDENTIAL SETBACKS

0' SIDE YARD SETBACK
20' FRONT YARD SETBACK
15' REAR YARD SETBACK

COMMERCIAL SETBACKS

6' SIDE YARD SETBACK
10' FRONT YARD SETBACK ALONG SEA OAKS DRIVE
50' FRONT YARD SETBACK ALONG MD. RTE. 611
15' REAR YARD SETBACK

PROPOSED SEPARATION BETWEEN STRUCTURES = MINIMUM 10'

FOREST CONSERVATION LAW STATEMENT

IN ACCORDANCE WITH SUBTITLE IV, SECTION 1-403 (B)(15) OF THE NATURAL RESOURCES ARTICLE OF THE WORCESTER COUNTY CODE OF PUBLIC LOCAL LAWS, A MINOR AND MAJOR SUBDIVISION IS EXEMPT FROM THE COUNTY'S FOREST CONSERVATION LAW WHEN THE AREA OF FORESTED NON-TIDAL WETLAND INCLUDING ANY REGULATED BUFFER IS GREATER THAN OR EQUAL TO THE AFFORESTATION REQUIREMENT AS ESTABLISHED IN SECTION 1-402 HEREIN AND ESTABLISHED IN SECTION 1-410 HEREIN. ANY FUTURE APPROVAL OF THIS LAND FOR A REGULATED ACTIVITY SHALL BE SUBJECT TO THE COUNTY'S FOREST CONSERVATION LAW.

ARCHITECTURAL STYLES ZS 1-315(k)(2)B.2(viii)

- THE COMMERCIAL AND RESIDENTIAL ARCHITECTURAL STYLE IS IN THE SEASIDE TRADITION. IT IS COMPLIMENTARY TO OTHER COMMERCIAL AND RESIDENTIAL DEVELOPMENTS IN THE SURROUNDING WEST OCEAN CITY AREA. THE PROJECT PROPOSES CONTINUOUS SIDEWALK THAT CONNECT THE RESIDENTIAL AND COMMERCIAL COMPONENTS AND THE ADJACENT PROPERTIES TO THE NORTH AND SOUTH. THE PROPOSED LANDSCAPING WILL CONSIST OF NATIVE PLANT MATERIALS AT A PEDESTRIAN SCALE.

LEGEND

NON TIDAL WETLAND
NON TIDAL WETLAND 25' BUFFER
TRAFFIC FLOW
NATURE/BIRDING TRAIL AND DIRECTIONAL MARKER

GRAPHIC SCALE

100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

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

R.D. HAND AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE, SITE PLANNING AND FEASIBILITY
12302 COLLINS ROAD BISHOPVILLE, MD. 21813 410-352-5623

DATE 3/11/21
REV.DATE 4/13/21
DRAW BY R.D.HAND
CHK'D BY R.D.HAND
DRAWING M-1
SCALE 1"=100'

SHEET
M-1

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WORCESTER COUNTY

PLANNING COMMISSION

FINDINGS OF FACT

AND

RECOMMENDATION

SEA OAKS VILLAGE

RESIDENTIAL PLANNED COMMUNITY

EXPANSION – PHASE II

STEP I

May 25, 2022

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I. GENERAL INFORMATION:

Date of Planning Commission Review: April 7, 2022

Date of TRC Review: April 14, 2021

Approval requested: Step I Residential Planned Community (RPC) – Establishment of the RPC Floating Zone – Sea Oaks Village Phase II – (Expansion of Previously Approved RPC)

Project Description: Proposed 76 Townhome units and 'multi-purpose/ball courts' for a total of 135 units (Phase I was 59 units with associated parking and recreational amenities consisting of a swimming pool, pool house, multi-purpose athletic court, playground, kayak launch and walking/bird trails; 8,000 square feet of contractors shops and 14,480 square feet of retail.)

Location: West side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, Tax Map 26, Parcel 274, Lot 3A and Parcel 473, Tax District 10, R-3 Multi-Family Residential and C-1 Neighborhood Commercial Districts

Owner: Sea Oaks Village, LLC
841 East Fort Avenue, Unit 152
Baltimore, MD 21230

Land Planner: Carpenter Engineering, LLC
P.O. Box 3460
Ocean City, MD 21843

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

Existing Conditions: Phase I development is underway and buildout is quickly approaching. The existing conditions on the totality of the lot is comprised of approximately 21.85 acres of uplands and 18.13 acres of non-tidal wetlands. The property is located within the R-3 Multi-Family Residential District, with approximately 4.22 acres located in the C-1 Neighborhood Commercial District. The property has existing forested areas surrounding the bulk of the proposed development.

Proposed Project: The Sea Oaks Village RPC as shown on the Step I plan is proposed to be a fee-simple townhouse residential development comprised of a total of 59 residential units in Phase I and an additional 76 townhouse units and a 'multi-purpose/ball court' for Phase 2.

Proposed open space totals approximately 25.07 acres, consisting of 7.72 acres of uplands and 17.29 acres of non-tidal wetlands. Within this total, 1.56 acres of active recreation and 2.4 acres of passive recreation are proposed. The Step I plan indicates that there will be one point of access to the project from Maryland Route 611 (Stephen Decatur Highway).

II. COMMENTS RELATIVE TO COMPLIANCE WITH BASIC RPC REQUIREMENTS:

Zoning: A development is required to meet the major RPC standards when consisting of greater than 20 proposed units. RPC's are permitted in the R-3 Multi-Family Residential District, and are allowed in the C-1 Neighborhood Commercial District. However, the C-1 District acreage cannot be counted towards the total lot area associated with the calculation of density. In addition, the commercially zoned lands shall not exceed fifteen percent (15%) per Bill 17-8. This bill also requires that fifty percent (50%) of the commercial zoning acreage be developed for commercial purposed somewhere within the project. Therefore, of the 4.22 acres of C-1 zoned lands, 2.11 acres must be developed for commercial purposes. Construction of the previously approved commercial (contractors' shops and retail at 8,000 and 14,480 square feet respectively) portion of the RPC is currently underway.

NOTE: The original site plan approvals for the Commercial portion of the RPC (accompanying the Phase I review) were for 12,000 square feet of contractor's shops and 11,480 square feet of retail. During the construction of the shell building (Building #2) for the contractor's shops, a 'personal service establishment' (as a land use designation in the code) indicated their desire to be located in two (2) units of the contractor's shop's building. Under the Zoning Ordinance, 'personal service establishments' (in this case a 'Cross-Fit' gym'), would not have been permitted in the contractors' shops. Staff worked with the applicants to administratively reconfigure the contractor's shops to allow for the personal service establishment to be located inside. As such, the amount of 'retail' square footage has been increased and contractor's shop's square footage has decreased on building two (2). The Commissioners will see on the attached site plan that additional parking has been proposed in front of building two (2) to accommodate the Cross-Fit in an area that was suitable to fit the new parking spaces required under the Zoning Ordinance. An off-premise parking agreement for two (2) parking spaces was also recorded as a part of the required parking spaces for the new personal service establishment. This was accomplished easily as the amount of parking on the adjacent retail structure's lot (Building #1) exceeded the minimum parking spaces already.

Permitted Uses: In that the proposed RPC is comprised of townhouses and mixed-use commercial buildings, it complies with the RPC regulations relative to permitted uses.

Density: In the R-3 District, a maximum of six (6) units per one (1) acre of the total gross lot area are allowed, exclusive of lands in the C-1 District. A total of 35.78 acres of land are in the R-3 District, and 4.22 acres are in the C-1 District. The total permitted density is 214 units and with the previously approved 59 units, the 76-unit Phase II addition brings the total to 135 total units. The proposed density is approximately 3.78 units per acre.

Maximum limitation of 70% for residential uses: The project proposes to utilize 8.63 Acres of its land area for residential uses including streets and parking, or 24%.

Maximum limitation of 20% of retail and service uses: The project proposes to utilize 4.22 acres of its land for commercial uses including the travelways, parking and stormwater management facility, or 11.8%. Furthermore, the project meets the requirement of utilizing at least 50% of the commercially zoned acreage for commercial purposes.

Minimum requirement of 30% for common use open space and recreational areas: Given the projects acreage of 39.98 acres, a total of 12 acres is required to be provided for open space. A total of 25.07 acres of the site's acreage is proposed to be set aside in open space and reserved lands of the developer. According to the Step I plan, it will consist of a total of 7.72 acres of uplands and 17.29 acres of non-tidal wetlands. Open space is required to have a certain amount of active and passive recreational features, as well as lands preserved in their natural state. The breakdown is required as follows:

- **Minimum of 50% of required open space shall be retained in its natural state:** The project is proposing to provide 25.07 acres of the total open space/reserved lands of the developer in a natural state. A minimum of six (6) acres is required; therefore, this requirement has been exceeded.
- **Minimum of 10% of required open space shall be for active recreation:** The project is proposing to provide 1.56 acres of the total required open space in active recreation. Active recreation is defined as uses, areas or activities that are oriented towards potential competition and involving special equipment. The project includes features such as a community swimming pool and 'ball courts' as active recreation.
- **Minimum of 20% of the required open space shall be for passive recreation:** The project is proposing to provide 2.4 acres of the total open space in passive recreation. Passive recreation is defined as uses, areas or activities oriented to noncompetitive activities which typically require no special equipment. The written narrative states that walking and bird watching trails will be provided as passive recreation.

III. THE FINDINGS OF THE PLANNING COMMISSION WITH REGARD TO THE ITEMS CITED IN §ZS 1-315(k)(2)A1(ix):

1. The relationship of the RPC with the Comprehensive Plan, zoning regulations, and other established policy guidelines:

The subject property is currently in the "Existing Developed Areas" and "Green Infrastructure" land use categories of the Comprehensive Plan. The zoning boundary line between the residential and commercial districts is a fairly accurate representation of the boundary between these two (2) land use categories. The 'Existing Developed Areas' (EDA) category is located at the front of the parcel where the property is commercially zoned, and the residentially zoned, forested wetlands are within the Green Infrastructure category.

The EDA category recognizes the importance of maintaining the neighborhood character, and strongly encourages mixed-use developments. The Residential Planned Community regulations allow for the flexibility of mixing residential and commercial land uses to encourage imaginative and environmentally sensitive development. When a RPC includes commercially zoned lands within its boundaries as is proposed for the Sea Oaks Village development, the developer is required to utilize a portion of that gross acreage for commercial services within the project (in this instance, 4.22 acres). This will provide services to the residents of the development, as well as those within the general neighborhood. This project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses.

The residentially zoned portion of the property is within the Green Infrastructure land use category, with significant amounts of forested non-tidal wetlands. The Comprehensive Plan encourages the use of low impact development and cluster techniques in order to reduce overall impervious surface and maintain wildlife habitat. The project is shown to retain large tracts of the sensitive forested wetland areas that are an important aspect of the Green Infrastructure land use category. There will continue to be connectivity of the open space areas to larger tracts of naturally forested areas on surrounding properties. While exempt from the Forest Conservation Law, protection of these area by easement is strongly encouraged. Overall, this project recognizes the surrounding existing development and provides for protection of the green infrastructure inherent in this property, in conformance with the Comprehensive Plan.

As noted in the Technical Review Committee Report for Phase I, this property is located near the Ocean City Airport, and as such is within one of the extended runway approaches. This project is therefore subject to review by the Maryland Aviation

Administration (MAA) and Federal Aviation Administration (FAA). The Town of Ocean City reviewed the initial plans for Phase I, and shared them with the MAA and FAA and determined that they have no objection to the original development as presented. The revised plans were sent to the Town of Ocean City staff, and they reaffirmed that there were no further comments based on the reduced scale of the project. However, they are still requiring the execution of an "Avigation" easement by the property owner.

Relative to consistency with the zoning regulations, the Planning Commission finds that the project site is zoned R-3 Multi-Family Residential and C-1 Neighborhood Commercial District, the R-3 Zoning District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. Furthermore, the Planning Commission finds that the submittals relative to the proposed project comply with the requirements cited in ZS10315(k)(2) A1.

2. **The general location of the site and its relationship to existing land uses in the immediate vicinity:**

The subject property is located on the westerly side of MD Route 611 (Stephen Decatur Highway), just north of Sinepuxent Road. The Planning Commission finds that this area can best be characterized as a mix of residential and commercial land uses. The neighboring developments of Whispering Woods, Mystic Harbor, Deer Point and Ocean Reef all consist of primarily single-family dwellings. While this development will consist of clusters of townhouse multi-family buildings, the development is more densely placed so as to protect the natural green infrastructure of the property. The R-3 Multi-Family Residential District encourages infill development and higher densities to encourage traditional neighborhood development while still utilizing conservation features in its design.

Relative to the commercial uses, there are many commercial developments along MD Route 611 (Stephen Decatur Highway) to serve the needs of this development. As part of the 2017 text amendment, which permitted an increase in the percentage of commercially zoned lands within a RPC, at least 50% of the acreage zoned commercially has to be utilized for such purpose within the development. Generally, those commercial uses are assumed to first serve the needs of the development in which they are located, though not exclusively. Allowing the developer the flexibility to rearrange the uses within the development will achieve the holistic goal of the RPC regulations. However as previously stated, this project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses. In summary, the

Planning Commission finds that the proposed use as a townhouse and mixed-use commercial development is consistent with existing land uses in the vicinity.

3. **The availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services:**

The Planning Commission finds that the properties proposed to be developed into the Sea Oaks RPC are presently zoned R-3 Multi-Family Residential District and C-1 Neighborhood Commercial Districts. The surrounding undeveloped lands to the north are similarly zoned for residential and commercial uses. Due to the R-3 Multi-Family Residential District zoning classification, townhouse residential development at a density of six (6) dwelling units per one (1) acre is permitted by zoning. Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus the proposed density of 3.78 units per acre was anticipated for this immediate vicinity. The townhouse dwelling units and mixed-use commercial developments are consistent with the surrounding residential and commercial developments located within this area. In addition, the development proposed to cluster the residential dwelling units in an effort to preserve the existing forested areas and wetlands, resulting in approximately 62.7% of the total site, which is encouraged by the Comprehensive Plan. For those areas that are required to be set aside to meet the active and passive recreation requirements, they shall be dedicated, developed and perpetually protected as outlined in ZS1-315(d)(2)B.5(iv). Therefore the Planning Commission concludes that the proposed Sea Oaks RPC will not have an adverse long-term implication on development patterns in this area.

The lots have been designated for the existing development and are proposed to continue for the remaining lots. All roads within the development will be constructed to approved private road specifications per Resolution 20-2 as approved by the Worcester County Commissioners.

Relative to certain public facilities, the developer has received approval from the County Commissioners for the remaining 19 EDU’s to be served by public water and sewer via connection to the Mystic Harbor service area. Approval was granted on March 15, 2022. In consideration of their review, the Planning Commission finds that there will be no negative impacts to public facilities and services resulting from the proposed RPC.

4. **The consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5):**

   Relative to the protection of key environmental features, the Planning Commission finds that the development has taken steps to protect the sensitive areas on the subject property, such as the large tracts of existing forested areas and non-tidal wetlands. The open space provided well exceeds the minimum required under the RPC regulations. There will be minimal impact to the existing forested area, wetlands and associated buffer. Given the significant amount of forested non-tidal wetlands being protected, the project has been designated as exempt from the Forest Conservation Law. Further, the property is not subject to the Atlantic Coastal Bays Critical Area regulations.

   Relative to the general layout and clustering of the development, the Planning Commission finds that the proposed RPC consists of clustered townhouse buildings, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity within the proposed development and limit access to the public road system to one (1) commercial entrance that has been designed to meet the State Highway Administration (SHA) standards. Subsection (j)(4) of the design standards encourage limiting the number of cul-de-sacs. One (1) cul-de-sac has been proposed that is located on the southeastern portion of the residential section.

   Access to the available commercial development without accessing the public road system will be a convenience for the residential unit owners. Consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability.

   Overall, the Planning Commission finds that the RPC has demonstrated consistency with the general design standards contained in ZS1-315(j)(1) through (j)(5).

5. **The relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project:**

   As noted in the April 13, 2021 narrative by R.D. Hand and Associates, Inc., Phase 1 construction began in the winter of 2019. Phasing will consist of construction of all sewer, water and cart ways for the residential and commercial components. A temporary sales office was constructed for the sales of residential and commercial units and is now open to the public. Recreational areas will be provided in accordance with code requirements and prorated based on the number of units constructed. Construction of phase 2 is anticipated to occur after receiving appropriate approvals.

6. **The capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses:**

   Connectivity to the main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single commercial entrance onto MD Route 611 for both the commercial uses as well as the residential uses, therefore limiting multiple points of access. A Traffic Impact Analysis was conducted by the Traffic Group during the first Step I approval review in 2017 to evaluate the existing and proposed levels of service based on the previous development plans which had a higher number of residential units. Based on that original study, all intersections were operating or projected to operate at a Level of Service A or B during peak travel times. The traffic study also determined that a left turn lane from the northbound travel lanes of MD Route 611 is warranted.

   Relative to the adequacy of pedestrian and bicycle circulation, as stated in Item #4 above, consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability.

   Based on the traffic analysis provided, the Planning Commission concludes that the access point to MD Route 611 will not have a significantly adverse impact on traffic patterns in the area. The Commission also concludes that the State Highway Administration is ensuring that all public road improvements and entrance design requirements are being met.

7. **The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines:**

   The Comprehensive Plan notes that "sewer service…is one of the county's most powerful growth management tools" (Chapter 6). As of March 15, 2022, the County Commissioners approved an additional 19 EDU's to serve Phase 2 of the development. The development was originally allocated 29 EDU's in July 2021 to be assigned to 29 units, an additional allocation of 18 EDU's was granted in September 2021 and another 10 EDU's were granted in January 2022.

The Planning Commission finds that, based in the recommendation and limited approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the Mystic Harbor service area.

NOTE: It should be noted that many of the comments submitted by various Technical Review Committee members pertain to Step II and III of the review process at which time, site plans and subdivision plats would be submitted, or to the permit submittals.

IV. THE RECOMMENDATION OF THE PLANNING COMMISSION

Based upon its findings, the Planning Commission finds that the area in which the subject property is located is currently in the "Existing Developed Areas" (EDA) and "Green Infrastructure" land use categories of the Comprehensive Plan. The EDA category recognizes the importance of maintaining the neighborhood character, and strongly encourages mixed used developments. The residentially zoned portion of the property is within the Green Infrastructure land use category, with significant amounts of forested non-tidal wetlands. The Comprehensive Plan encourages the use of low-impact development and cluster techniques in order to reduce overall impervious surfaces and maintain wildlife habitat. The project is shown to retain large tracts of the sensitive forested wetland areas that are an important aspect of the Green Infrastructure land use category. The Residential Planned Community regulations allow for the flexibility of mixing residential and commercial land uses to encourage imaginative and environmentally sensitive development.

The R-3 Multi-Family District has a recommended density of six (6) units per one (1) acre and therefore the Planning Commission concludes that the proposed Sea Oaks Village RPC, which has a density of 3.78 units per acre, is in accordance with the Comprehensive Plan. Additionally, the proposed project as submitted complies with the regulations as set forth in §ZS 1-315 relative to residential planned communities. The Planning Commission perceives that while this development will consist of clusters of townhouse buildings as opposed to the more traditional single-family dwellings in the area immediate surrounding it, the development is more densely placed so as to protect the natural green infrastructure of the property.

Furthermore, the Planning Commission notes that the proposed project maintains sensitive non-tidal wetlands and wooded areas, and incorporates measures to improve water quality. The Planning Commission also concludes that the project will not have an adverse impact on local traffic and transportation patterns. The Planning Commission finds that based on the recommendation and approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the Mystic Harbour service area.

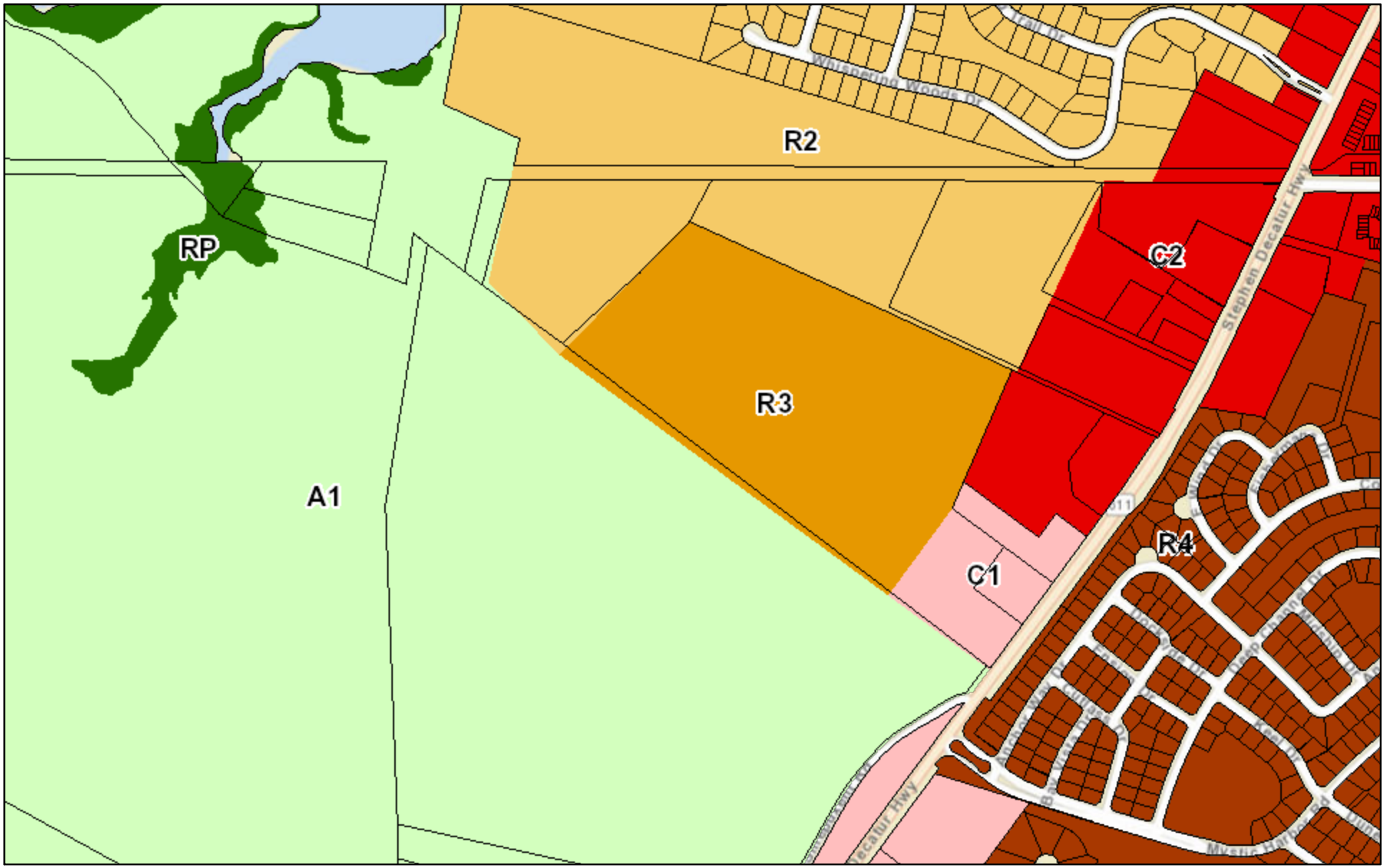
Therefore, based upon its review, the Planning Commission favorably recommends that the request for establishment of the Residential Planned Community Floating Zone for Sea Oaks Village RPC Phase II, Step I, be approved.

ATTACHMENTS

1. Zoning Map.
2. The Technical Review Committee Report, including the comments of individual Committee members, Supplemental comments, the applicant's written narrative, and §ZS 1-315 of the Zoning and Subdivision Control Article are attached.

   **It should be noted that many comments submitted by various TRC members pertain more to later review stages such as the Step II and Step III implementation step, at which time subdivision plats would be submitted, or to the building/zoning permit stage.*

Sea Oaks Village RPC



October 17, 2018

Property Lines

Zoning

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

1:7,092

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

The most current PFA data, received from the MD Dept. of Planning via email, 6/2013., U.S. Department of Agriculture, Natural Resources, Sources:

Web AppBuilder for ArcGIS

This map is intended for planning purposes only and not for regulatory application.

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Appro□al Re□uested□Step I Residential Planned Community – Establishment of the RPC Floating Zone – Sea Oaks Village Phase II

Pro□ect □escription: Proposed 76 Townhome units and 'ball courts' for a total of 135 units (Phase I was 59 units with associated parking and recreational amenities consisting of a swimming pool, pool house, multi-purpose athletic court, playground, kayak launch and walking□bird watching trails□12,000 square feet of contractors shops and 11,480 square feet of retail).

□ocation: West side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road, Tax Map 26, Parcel 274, Tax District 10, R-3 Multifamily Residential and C-1 Neighborhood Commercial.

□□ner: Sea Oaks Village, LLC
841 E. Fort Avenue, Suite 152
Baltimore, MD 21230

□n□ineer: Carpenter Engineering, LLC
P.O. Box 3460
Ocean City, MD 21843

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1. **□□e relations□ip o□t□e RPC □it□ t□e Compre□ensi□e Plan□□onin□ re□ulations and ot□er establis□ed policy □uidelines□**

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   The EDA category recognizes the importance of maintaining the neighborhood character, and strongly encourages mixed-use developments. The Residential Planned Community regulations allow for the flexibility of mixing residential and commercial land uses to encourage imaginative and environmentally sensitive development. When a RPC includes commercially zoned lands within its boundaries as is proposed for the Sea Oaks Village development, the developer is required to utilize a portion of that gross acreage for commercial services within the project (in this instance, 4.22 acres). This will provide services to the residents of the development, as well as those within the general neighborhood. This project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses.

   The residentially zoned portion of the property is within the Green Infrastructure land use category, with significant amounts of forested non-tidal wetlands. The Comprehensive Plan encourages the use of low impact development and cluster techniques in order to

reduce overall impervious surface and maintain wildlife habitat. The project is shown to retain large tracts of the sensitive forested wetland areas that are an important aspect of the Green Infrastructure land use category. There will continue to be connectivity of the open space areas to larger tracts of naturally forested areas on surrounding properties. While exempt from the Forest Conservation Law, protection of these area by easement is strongly encouraged. Overall, this project recognizes the surrounding existing development and provides for protection of the green infrastructure inherent in this property, in conformance with the Comprehensive Plan.

As noted in the Technical Review Committee Report for Phase I, this property is located near the Ocean City Airport, and as such is within one of the extended runway approaches. This project is therefore subject to review by the Maryland Aviation Administration (MAA) and Federal Aviation Administration (FAA). The Town of Ocean City reviewed the initial plans for Phase I, and shared them with the MAA and FAA and determined that they have no objection to the original development as presented. The revised plans were sent to the Town of Ocean City staff, and they reaffirmed that there were no further comments based on the reduced scale of the project. However, they are still requiring the execution of an "Avigation" easement by the property owner.

Relative to consistency with the zoning regulations, the Technical Review Committee finds that the project site is zoned R-3 Multi-Family Residential and C-1 Neighborhood Commercial District, the R-3 Zoning District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. Furthermore, the Technical Review Committee finds that the submittals relative to the proposed project comply with the requirements cited in ZS10315(k)(2) A1. The Technical Review Committee reminds the Planning Commission that for individual structures, there shall be no minimum lot area, setback, bulk, lot width, or road frontage requirements. Such standards shall be approved by the Planning Commission during Step II review.

2. **□□e □eneral location o□t□e site and its relations□ip to e□istin□ land uses in t□e immediate □icinity□**

The subject property is located on the westerly side of MD Route 611 (Stephen Decatur Highway), just north of Sinepuxent Road. The Technical Review Committee finds that this area can best be characterized as a mix of residential and commercial land uses. The neighboring developments of Whispering Woods, Mystic Harbor, Deer Point and Ocean Reef all consist of primarily single-family dwellings. While this development will consist

of clusters of townhouse multi-family buildings, the development is more densely placed so as to protect the natural green infrastructure of the property. The R-3 Multi-Family Residential District encourages infill development and higher densities to encourage traditional neighborhood development while still utilizing conservation features in its design.

Relative to the commercial uses, there are many commercial developments along MD Route 611 (Stephen Decatur Highway) to serve the needs of this development. As part of the 2017 text amendment, which permitted an increase in the percentage of commercially zoned lands within a RPC, at least 50□ of the acreage zoned commercially has to be utilized for such purpose within the development. Generally, those commercial uses are assumed to first serve the needs of the development in which they are located, though not exclusively. Allowing the developer the flexibility to rearrange the uses within the development will achieve the holistic goal of the RPC regulations. However as previously stated, this project includes the necessary components, but maintains the traditional zoning distinction between residential and commercial uses. In summary, the Technical Review Committee finds that the proposed use as a townhouse and mixed-use commercial development is consitstent with existing land uses in the vicinity.

3. **□□e a□ailability and ade□uacy o□public □acilities□ser□ices and utilities to meet t□e needs o□ t□e RPC and t□e lon□-term implications t□e pro□ect □ould □a□e on subse□uent local de□elopment patterns and demand □or public □acilities and ser□ices□**

The Technical Review Committee finds that the properties proposed to be developed into the Sea Oaks RPC are presently zoned R-3 Multi-Family Residential District and C-1 Neighborhood Commercial Districts. The surrounding undeveloped lands to the north are similarly zoned for residential and commercial uses. Due to the R-3 Multi-Family Residential District zoning classification, townhouse residential development at a density of six (6) dwelling units per one acre is permitted by zoning. Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus the proposed density of 3.78 units per acre was anticipated for this immediate vicinity. The townhouse dwelling units and mixed-use commercial developments are consitstent with the surrounding residential and commercial developments located within this area. In addition, the development proposed to cluster the residential dwelling units in an effort to preserve the existing forested areas and wetlands, resulting in approximately 62.7□ of the total site, which is encouraged by the Comprehensive Plan. For those areas that are required to be set aside to meet the active and passive recreation requirements, they shall be dedicated, developed and perpetually protected as outlined in ZS1-315(d)(2)B.5(iv). Therefore the Technical Review Committee concludes that the proposed Sea Oaks RPC will not have an adverse long-term implication on development patterns in this area.

The lots have been designated for the existing development and are proposed to continue for the remaining lots. All roads within the development will be constructed to approved private road specifications per Resolution 20-2 as approved by the Worcester County Commissioners.

Relative to certain public facilities, the developer has received approval from the County Commissioners for the remaining 19 EDU's to be served by public water and sewer via connection to the Mystic Harbor service area. Approval was granted on March 15, 2022. In consideration of their review, the Technical Review Committee finds that there will be no negative impacts to public facilities and services resulting from the proposed RPC.

□. □□e consistency o□ t□e RPC □it□ t□e □eneral desi□n standards as contained in Subsections □□□1 □t□rou□□ □□□5□□

Relative to the protection of key environmental features, the Technical Review Committee finds that the development has taken steps to protect the sensitive areas on the subject property, such as the large tracts of existing forested areas and non-tidal wetlands. The open space provided well exceeds the minimum required under the RPC regulations. There will be minimal impact to the existing forested area, wetlands and associated buffer. Given the significant amount of forested non-tidal wetlands being projected, the project has been designated as exempt from the Forest Conservation Law. Further, the property is not subject to the Atlantic Coastal Bays Critical Area regulations.

Relative to the general layout and clustering of the development, the Technical Review Committee finds that the proposed RPC consists of clustered townhouse buildings, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity within the proposed development and limit access to the public road system to one commercial entrance that has been designed to meet the State Highway Administration (SHA) standards. Subsection (j)(4) of the design standards encourage limiting the number of cul-de-sacs. One cul-de-sac has been proposed that is located on the southeastern portion of the residential section.

Access to the available commercial development without accessing the public road system will be a convenience for the residential unit owners. Consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability.

Overall, the Technical Review Committee finds that the RPC has demonstrated consistency with the general design standards contained in ZS1-315(j)(1) through (j)(5).

5. **The relationship of the RPC's proposed construction schedule, including any phasing, and t□e demand □or and timely pro□ision o□public □acilities□ser□ices and utilities necessary to ser□e t□e pro□ect□**

As noted in the April 13, 2021 narrative by R.D. Hand and Associates, Inc., Phase 1 construction began in the winter of 2019. Phasing will consist of construction of all sewer, water and cart ways for the residential and commercial components. A temporary sales office was constructed for the sales of residential and commercial units and is open to the public. Recreational areas will be provided in accordance with code requirements and prorated based on the number of units constructed. Construction of phase 2 is anticipated to occur after receiving appropriate approvals.

6. **□□e capacity o□t□e e□istin□road net□or□ to pro□ide suitable □e□icular access □or t□e RPC□ t□e appropriateness o□ any e□istin□ or proposed impro□ements to t□e transportation net□or□□t□e ade□uacy o□t□e pedestrian and bicycle circulation□and t□e proposed means o□ connecti□ity o□ t□e pro□ect to surroundin□ residential□ commercial and recreational de□elopment and uses□**

Connectivity to the main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single commercial entrance onto MD Route 611 for both the commercial uses as well as the residential uses, therefore limiting multiple points of access. A Traffic Impact Analysis was conducted by the Traffic Group during the first Step I approval review in 2017 to evaluate the existing and proposed levels of service based on the previous development plans which had a higher number of residential units. Based on that original study, all intersections were operating or projected to operate at a Level of Service A or B during peak travel times. The traffic study also determined that a left turn lane from the northbound travel lanes of MD Route 611 is warranted.

Relative to the adequacy of pedestrian and bicycle circulation, as stated in Item □4 above, consideration has been given to sidewalks for pedestrian access to and from the commercial areas which will promote walkability.

Based on the traffic analysis provided, the Technical Review Committee concludes that the access point to MD Route 611 will not have a significantly adverse impact on traffic patterns in the area. The committee also concludes that the State Highway Administration

is ensuring that all public road improvements and entrance design requirements are being met.

7. **□□e relations□ip o□t□e proposed met□od o□□aste□ater disposal and pro□ision o□ potable □ater ser□ice □it□ t□e □oals□ ob□ecti□es and recommendations o□ t□e Compre□ensi□e Plan□Compre□ensi□e □ ater and Se□er Plan□and ot□er establis□ed policy □uidelines□**

The Comprehensive Plan notes that "sewer service…is one of the county's most powerful growth management tools" (Chapter 6). As of March 15, 2022, the County Commissioners approved an additional 19 EDU's to serve Phase 2 of the development. The development was originally allocated 29 EDU's in □uly 2021 to be assigned to 29 units, an additional allocation of 18 EDU's was granted in September 2021 and another 10 EDU's were granted in □anuary 2022.

The Technical Review Committee finds that, based in the recommendation and limited approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the Mystic Harbor service area.

N□ □□□It should be noted that many of the comments submitted by various TRC members pertain to Step II and III of the review process at which time, site plans and subdivision plats would be submitted, or to the permit submittals.

Procedure: The Planning Commission shall make findings of fact relative to the application and its consistency with the Comprehensive Plan, the terms of the Zoning and Subdivision Control Article, and all other applicable laws and regulations. The seven findings of the Technical Review Committee above must also be addressed by the Planning Commission in their report to the County Commissioners. The Planning Commission shall make a recommendation (favorable or unfavorable) relative to the application which may address the items outlined in the Technical Review Committee Report or other items as appropriate.

□ □RC□S□□R COU N**T**Y **□□C□N□CA□ R**EVIEW **C**OMMITTEE **– Sta□□Report**

April 14, 2021

Pro□ect: **Sea □a□s □illa□e Residential Planned Community □RPC □ □erlay Zone**) **P□ase** II – Request for concept plan approval for townhome units and associated 'ball courts,' in the 'Seaside Architectural Style,' on the west side of Stephen Decatur Highway (MD Route 611), north of Sinepuxent Road, Tax Map 26, Parcel 274, Tax District 10, R-3 Multi-family Residential District and C-1 Neighborhood Commercial District.

Bac□□round: *Phase I, Step II (Floating Zone Establishment), was approved by the Worcester County Commissioners on November 20, 2018. The Sea Oaks Village (Phase 1) Subdivision was recorded with the Clerk of Courts on July 17, 2020. Additionally, a commercial major site plan approval for 'contractor shops' (12,000 square feet) and 'retail' (11,480 square feet) was approved by the Planning Commission on December 5, 2019. A building permit application has recently been received by the Department.*

Prepared by: □risten M. Tremblay
Contact: ktremblay@ co.worcester.md.us

□eneral Procedure:

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

2. The Planning Commission shall then meet with the applicant to review the submission and the TRC Report and may as a group visit the site of the proposed project. **The Planning Commission shall produce findings based on the items considered under Subsections 112-A1 a through 112-A1 i of the zoning ordinance.** The Planning Commission shall also produce a recommendation to the County Commissioners as to approval or disapproval of the RPC application, which may address the areas identified in the TRC Report and such other areas of concern and such requirements as the Planning Commission may deem necessary and appropriate to advise the County Commissioners. The Planning Commission shall submit its recommendation within ninety (90) days after receipt of the TRC Report, unless extended by the County Commissioners.
3. **The County Commissioners shall consider the application and recommendation and hold a public hearing within ninety (90) days of receipt of the Planning Commission's recommendation unless extended by the County Commissioners**. The hearing shall have the same procedural formalities as a map amendment as described in section § ZS 1-113(c) of the zoning ordinance. Notice of such public hearing shall be as required in section § ZS 1-114.
4. The County Commissioners shall review the application, TRC Report and Planning Commission's recommendation and shall, following the public hearing, approve or disapprove the application and, if approved, establish the residential planned community floating zone. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six (6) months of the public hearing shall constitute a denial of the application. **In granting an approval the County Commissioners may impose conditions which shall become a part of the approval regulating the RPC**. In addition, the County Commissioners may require independent reports of consultants, at the expense of the developer, prior to Step I concept plan approval.
5. Any RPC approved by the County Commissioners must be unconditionally accepted as approved, in writing, by the applicant requesting such use within ninety (90) days after approval by the County Commissioners. Failure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such RPC so approved shall be null and void and of no effect whatsoever. Any transfers of the property shall be subject to the approved plan. Step I concept plan approval by the County Commissioners shall be considered a reclassification and subject to appeal as such.
6. **Step approval shall automatically expire and terminate unless the Step approval is obtained within one (1) year from the date of Step approval.** The County Commissioners may extend the Step I approval for a maximum of one (1) additional year, provided the one (1) year extension is requested not less than sixty (60) days prior to the expiration of the Step I approval and granted prior to expiration as well.
7. Step II master plan approval. Upon completion of Step I, an applicant shall develop and submit to the TRC and the Planning Commission a detailed plan which shall serve as a master plan for the entire project and which shall be in accordance with the Step I approval

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

Pro ect Speci ic Comments: This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

§**ZS1-20**	C-1 Neighborhood Commercial District
§**ZS1-207**	R-3 Multi-Family Residential
§**ZS1-305**	Lot Requirements Generally
§**ZS1-30**	Access to Structures
§**ZS1-315**	Residential Planned Communities
§**ZS1-32**	Classification of Highways
§**ZS1-327**	Additional Setbacks from Drainage Ditches and Stormwater Management Facilities

a or Residential Planned Community Concept aster Plan Corrections Re uired:

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

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

Other Items for Consideration:

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

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

Worcester County
Department of Environmental Programs
Environmental Programs Division

Memorandum

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

From: Environmental Programs Staff

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

Date: April 9, 2021

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

1. Environmental Programs requires a $60 fee for any Technical Review Committee projects submitted on public water & sewer. This fee will need to be submitted prior to Signature Approval being given on this project.

2. The proposed pool could require an EDU, depending on the treatment unit for the backwash.

3. The proposed construction will require the acquisition of Mystic sanitary sewer capacity. To do that, an application and deposit must be presented to Ms. Michelle Carmean, Enterprise Fund Controller, who will begin the processing for a Mystic Sewer allocation to be reviewed by the County Commissioners for approval.

4. We again note that natural gas main extensions & service conversions are currently completed in this area & gas is available.

5. The Plumbing Code is the 2018 International Plumbing Code (IPC) illustrated.

6. The Gas Code is the International Fuel Gas Code (IFGC), 2018 editiion, for natural gas.

7. Plumbing permits, & potentially gas permits, will be required.

8. Please note the source of public water & sewer on the site plan. This would be the Mystic Harbour Sanitary Area.

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

Citizens and Government Working Together
WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1306 SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 FAX: 410-632-2012

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

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

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

DATE: April 9, 2021

SUBJECT: TRC Meeting – April 14, 2021

Residential Planned Communities

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

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

Comments:

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

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

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

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

Section 1-315 Residential Planned Communities

A. Sea Oaks Village – Phase 2

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

cc: John H. Tustin, P.E.

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

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

TECHNICAL REVIEW COMMITTEE COMMENTS

PRO□ECT: **Sea □a□s □illa□e - P□ase □□**
LOCATION: **□a□□ ap 2□□Parcel 27□**
CONTACT: **Sea □a□s □illa□e□□□C**
MEETING DATE: **April 1□□2021**

TRC □: **202112□**

COMMENTS B□: **□ att□e□ □□ens**
C□ie□□eputy □ire □ ars□al

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

Scope o□Pro□ect

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

□eneral Comments

1. A water supply for fire protection shall be identified indicating the following:
    a. Water Source
    b. Engineering study for reliability of water source
    c. Size (in gallons) of water source
    d. Replenishment of water supply
    e. Diameter of in ground pipe
    f. Number of hydrants
    g. Location of hydrants
    h. Roadway width and surface types
    i. Distance from hydrant to roadway

2. If public water source, approved plans by the public works department.

3. Water source plans must be approved prior to recording of plat.

4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.

5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.

6. All underground water mains and hydrants **s□all be installed□completed□and in ser□ice** prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.

7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.

8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Speci□ic Comments

1. **A □ire □ydrant s□all be located □it□in 100 □eet o□□ire department connection □or sprin□ler system.**

2. Multifamily units shall be protected by an automatic sprinkler system. Plans shall be submitted and approved by this office prior to the installation of such system.

3. Provide the appropriate code compliant fire rated separation between units.

4. Complete set of building plans shall be submitted and approved prior to start of construction.

5. No further comments at this time.

March 26, 2021

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

Dear Ms. Tremblay:

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

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

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

Sincerely,

Daniel Wilson / for

James W. Meredith
District Engineer

Attachment

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

Worcester County
Department of Environmental Programs
Natural Resources Division

Memorandum

To:	Technical Review Committee
From:	David Mathers, Natural Resources Planner (DM)
Subject:	Forest Conservation & Stormwater Management Review
Date:	March 24, 2021
Date of Meeting:	April 14, 2021
Project:	Sea Oaks Village RPC – Phase 2
Location:	Stephen Decatur Highway; Tax Map: 26; Parcel: 274
Owner/Developer:	Sea Oaks Village, LLC
Engineer:	Carpenter Engineering, LLC

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

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

DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

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

Worcester County

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

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

MEMORANDUM

DATE: March 11, 2020

TO: Applicant

FROM: Jenelle Gerthoffer, Natural Resources Administrator JG

SUBJECT: Stormwater/Sediment Erosion Control Plan/Permit

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

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

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

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

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

MEMORANDUM

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

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

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

Storm Water Management & Erosion and Sediment Control:

Storm Water Management & Erosion and Sediment Control:

Final Storm water Approval has been obtained.

General Provisions:

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

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

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

SEA OAKS VILLAGE/PHASE 2
RESIDENTIAL PLANNED COMMUNITY

TAX MAP 26, P/O PARCEL 274
TENTH ELECTION DISTRICT
WORCESTER COUNTY, MARYLAND

PREPARED FOR
SEA OAKS VILLAGE, LLC
841 E. FORT AVENUE, SUITE 152
BALTIMORE, MD 21230

PREPARED BY
R.D. HAND AND ASSOCIATES, INC.
12302 Collins Road
Bishopville, MD 21813
410-352-5623

April 13, 2021

Sea Oaks Village is a proposed Residential Planned Community (RPC) consisting of 135 townhouse units, associated parking and recreational amenities consisting of a swimming pool, playground and walking/bird watching trails. The commercial component of the project consists of +/- 12,000sf of Contractor shops and +/-11,480 sf of retail.

The first phase of the RPC has been approved and is under construction and consists of 59 townhouse units, swimming pool, playground, kayak launch and commercial components. The second phase consists of 76 townhouse units and court games.

Sea Oaks Village is consistent with the goals and objectives of the Worcester County Comprehensive plan in that it is close to population centers (West Ocean City and Mystic Harbour) and has direct access to MD Route 611 a major collector highway. In addition, Sea Oaks is within the Mystic Harbour water and sewer service areas.

Sea Oaks Village is zoned R-3, Multi-Family Residential and C-1, Neighborhood Commercial. The R-3 zoning allows single family, multifamily and townhouse uses by right. Single family, multi-family and townhouses developments consisting of 20 units or more are required to conform to the RPC process. Sea Oaks Village's design is consistent with RPC and zoning code criteria and requirements.

Sea Oaks Village is directly across Route 611 from the Mystic Harbour subdivision. There are numerous residential subdivisions in the neighborhood including Whispering Woods, Deer Point, Ocean Reef to name a few. In addition, there are numerous commercial establishments in the neighborhood including restaurants, ministorage, supply houses etc. Sea Oaks Village is compatible with all the uses in the neighborhood.

Sea Oaks Village will be serviced by MD Route 611 which is a major collector highway. Sewer and water will be provided via the Mystic Harbour service area facilities which have enough capacity for the project. Sea Oaks Village will be an infill development and compliment the neighborhood.

Sea Oaks Village design has identified key environmental features and avoided disturbances to non-tidal wetlands, floodplains, critical, and/or special habitat and aquifer recharge areas. The project clusters residential and commercial uses in a pedestrian friendly scale. The commercial component will allow for convenient access and diminished vehicle trips to surrounding areas.

The clustered design of Sea Oaks Village minimizes the consumption of land, optimizes open space and maximizes open space while reducing impervious surfaces.

In order to reduce impacts to sensitive areas and non-tidal wetlands, Sea Oaks Village's design proposes a minimum of cul-de-sacs to service the residential component of the project.

Sea Oaks Village was granted an exemption to the Worcester County Forest Conservation Act in 2008. Although the area of the overall project has increased the exemption is still valid. Non-tidal wetland and non-tidal wetland buffer impacts have been reviewed and are pending approval by MDE.

Phase 1 construction began in the winter of 2019. Phasing will consist of construction of all sewer, water and cart ways for the residential and commercial components of the project. It is anticipated that a temporary sales office will be constructed in the commercial area for sales of the residential units. Construction of the residential units will be based on market demand. Recreational areas will be provided in accordance with code requirements and prorated based on the number of units constructed in the individual phases. Construction of phase 2 is anticipated to proceed seamlessly with phase 1 upon receipt of required approvals.

A traffic study to determine required upgrades and improvements to the transportation system has been performed. The entrance design is being reviewed by the Maryland State Highway Administration.

The project will be provided sewer and water service via the Mystic Harbour service area which has recently been upgraded to meet all State and Federal requirements. These upgrades meet all the recommendations of the Worcester County Comprehensive Plan.

NARRATIVE FOR PLANNING COMMISSION STEP 1

SEA OAKS VILLAGE II
RESIDENTIAL LOTS 60 - 135

OCEAN CITY, WORCESTER COUNTY, MARYLAND

March 2022

Prepared for:

Sea Oaks Village, LLC
c/o Mr. Steve Murphy
841 East Fort Avenue, Unit 152
Baltimore, Maryland 21230
(410) 404-4393

Prepared by:

CARPENTER ENGINEERING, LLC
Professional Civil Engineering Services

P.O. Box 3460 Ocean City, Maryland 21843
(302) 438-6745 phone (888) 372-2844 fax
Ronnie@CarpenterEngineeringLLC.com

SEA OAKS VILLAGE II
RESIDENTIAL LOTS 60 - 135
TAX MAP 26, P/O PARCEL 274
TENTH ELECTION DISTRICT
OCEAN CITY, WORCESTER COUNTY, MARYLAND

Prepared for:

Sea Oaks Village, LLC
c/o Mr. Steve Murphy
841 East Fort Avenue, Unit 152
Baltimore, Maryland 21230
(410) 404-4393

Land Planning by:

Robert D. Hand
R.D. Hand and Associates, Inc.
12302 Collins Road
Bishopville, Maryland 21843
(410) 352-5623

Site Engineering by:

Ronnie B. Carpenter, P.E.
Carpenter Engineering, LLC
P.O. Box 3460
Ocean City, Maryland 21843
(302) 438-6745

PROFESSIONAL CERTIFCATION

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 the State of Maryland, License No. 32667, Expiration Date: January 17, 2024.

Ronnie B. Carpenter, P.E

Sea Oaks Village is a Residential Planned Community (RPC) consisting of 135 single family semi-detached units (townhomes) with recreational amenities consisting of a swimming pool, pool house, multi-purpose athletic court, playground, kayak launch, and walking paths. The RPC also includes a commercial development consisting of 12,000 square feet of Contractor Shops, and 11,480 square feet of retail. Onsite parking and onsite stormwater management are provided for both the residential and commercial areas. The development has a single entrance off of Stephen Decatur Highway, MD Route 611, and the project is serviced by public sewer and public water.

The first section of development is an active construction site, and buildout is quickly approaching. In Section I, 59 townhome units and both commercial buildings have been approved, and subdivision plats have been recorded. Building permits have been issued for the majority of the proposed townhomes, and one of the commercial buildings. Section II consists of the remainder 76 townhome units as well as construction of the muti-purpose court.

Sea Oaks Village is consistent with the goals and objectives of Worcester County's Comprehensive Plan in that the development is close to population centers such as West Ocean City and Mystic Harbour. Also in agreement with the Comprehensive Plan, the development takes access from MD Route 611, a major collector highway, and the site is situated within the Mystic Harbour water and sewer service areas.

Sea Oaks Village is zoned R-3 Multi-family Residential, and C-1 Neighborhood Commercial. The R-3 zoning district allows single family, multi-family, and townhome units by right and without special exception. In accordance with the requirements set forth by Worcester County, a development project consisting of 20 or more units is required to follow the RPC process. Sea Oaks Village Section I and Section II are consistent with RPC and zoning code criteria and requirements.

Specifically, the site is located approximately 100 feet northeasterly along Stephen Decatur Highway from the intersection of Stephen Decatur Highway with Sinepuxent Road. The site is located within the Sinepuxent Bay watershed and is hydraulically connected by an unnamed tributary running through Mystic Harbour subdivision. The site is bound to the southwest by a large wooded areas. To the northeast of the subject property, undeveloped commercial land exists. The subdivision of Mystic Harbour lies directly to the East across MD Route 611, other subdivisions within the area include Whispering Woods, Deer Point, and Ocean Reef. Also, there are numerous commercial buildings within the immediate area, such as restaurants, mini-storage facilities, hardwater / supply stores, and retail shops. Sea Oaks Village is compatible with all the uses in the immediate area.

As part of the land planning, R.D. Hand and Associates, Inc. worked closely with environmental consultants to identify protective resources, such as non-tidal wetlands, and their associated buffers, as well as forested areas within non-tidal wetlands and contiguous to non-tidal areas located in uplands. As seen on the master plans for development, R.D. Hand and Associates, Inc. has proposed a cluster style development to reduce the consumption of protected resources as well as reduce the amount of proposed impervious coverage. The proposed disturbance of the

buffer areas has been approved and permitted by MDE, and the proposed construction plans of Sea Oaks Village Section II are in concert with the MDE permits.

Due to the amount forested areas lying within non-tidal wetland areas, Sea Oaks Village was granted a variance from the Worcester County Forest Conservation Act of 2008. However, the land plan proposes the protection of nearly 18 acres of wooded non-tidal wetlands within the residential portion of the development.

Construction of Section I began in Winter of 2019. The majority of construction was planned as a single phase and included the clearing and filling of the site, construction of the MDOT SHA entrance, roadway, drainage stormwater management and utility infrastructure. At this time, the sewer, water and stormwater management features have been constructed, and accepted by the County as substantially complete with the as-built plans and reports that have been prepared by the project team. Individual lot construction is ongoing at this time, and as previously stated, buildout is approaching quickly.

Subsequent to the County's acceptance of the subdivision infrastructure, the developer is looking to move seamlessly in to Section II development. This part of the project will include filling of the cleared area, extension of roadways, sewer, water and electric infrastructure, as well as bulk grading of the site to accommodate drainage and stormwater management features. Once complete, building lots will be padded to grade and application for building permits will be submitted to the County. Unlike Section I of Sea Oaks, Section II construction will not require construction of a MDOT SHA Entrance and will not require construction of a pump station. Accordingly, we believe construction for Section II will occur at a faster pace than Section I, and providing sales remain strong for the residential development, the project may be completed within two years.

Noteworthy, Section II has been a part of the overall subdivision plan from the beginning of subdivision design, thus the project team has previously planned and engineered for the extension of roads, water and sewer, as well as drainage, stormwater management, and the creation of open space and active recreation area. In greater words, we have made allowances for extending gravity sewer to the rear portion of the development, accommodating additional sewer flows for the onsite pumping station, looping of water lines, and traffic demand for the MDOT SHA Entrance. Aside from removal of temporary cul-de-sacs and utility stub outs, construction of Section II should have no substantial negative impact to Section I. Per Resolution 20-2 as approved by the Worcester County Commissioners, the proposed private roads will be built to the "Approved Private Road" specifications, as completed in Section I.

In February 2022, we met with the Worcester County Fire Marshal's Office to review roadway geometry, fire hydrant placement, and fire department connections to the proposed buildings. We anticipate gaining their approval in April 2022.

During the first week of March 2022, we received our first round of comments for Stormwater Management and Erosion and Sediment Control Plans and Reporting from Worcester County Department of Environmental Programs (DEP). The comments were favorable and we anticipate gaining approval from DEP and Worcester County Soil Conservation within the next two months.

§ ZS 1-315. RPC residential planned communities.

(a) Purpose and intent. Residential planned communities are intended to encourage the best possible design of building forms and site planning for tracts of land under a unified plan of development. Holistic control over an entire development, rather than lot-by-lot regulation, and flexibility in requirements is intended to produce a well-designed development that will provide a variety of housing types, preserve open space and natural vegetation for scenic and recreational uses, reduce impervious surfaces, and have a beneficial effect upon the health, safety and general welfare of the people of the County. The regulations established in this section allow flexibility and thus permit and encourage more imaginative and environmentally sensitive development. To ensure that a residential planned community shall conform to the character and nature of the district in which it is located, achieve a maximum of coordination between the residential planned community and neighboring land uses, promote the intent and purposes of this Title and encourage the most appropriate use of land within the area of the residential planned community, specific and additional standards are established as set forth in this section.

(b) Classification, location and area requirements. Residential planned communities shall be reviewed and approved by the pertinent body and shall be designated as either minor or major. Major residential planned communities shall be established as floating zones by the County Commissioners. Minor residential planned communities shall be defined as those having twenty or fewer residential units while major residential planned communities shall be those having more than twenty residential units. A series of separate minor residential planned communities created from the same parcel as it existed on the effective date hereof shall be considered a major residential planned community when the cumulative effect of such separate residential planned communities meets the criteria of a major residential planned community. Residential planned communities may be permitted in accordance with the provisions hereof in the E-1, V-1, R-1, R-2, R-3 and R-4 Districts. Land zoned RP which is within the boundaries of the property subjected to a residential planned community may be included within the residential planned community boundaries. Land within the boundaries of the residential planned community which is located in any C or CM District may be included in the residential planned community if the area of the C or CM District does not exceed five percent of the gross area of a minor residential planned community or fifteen percent of the gross area of a major residential planned community. Furthermore, each major residential planned community containing land in the C or CM District shall utilize a minimum of fifty percent of the gross acreage of the C or CM zoned land for retail or service uses as permitted in the C-2 General Commercial District somewhere in the project. **[Amended 8-15-2017 by Bill No. 17-8]**

(c) Permitted uses and structures. The following uses and structures may be permitted in a residential planned community:

(1) Minor residential planned communities: Permitted principal uses and structures shall be limited to the permitted principal uses and accessory uses

allowed by the district regulations of the underlying zoning district. Any use allowed by special exception is permitted in a minor residential planned community, provided the approval of the Board of Zoning Appeals is obtained. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal uses cited in the C-1 Neighborhood Commercial District regulations.

(2) Major residential planned communities: Permitted principal uses and structures shall be the permitted principal uses, special exception uses and accessory uses allowed by the R-4 General Residential District, regardless of the underlying zoning district. Residential units may be located in, over or as a part of buildings or structures also used for commercial purposes. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal and special exception uses cited in the C-2 General Commercial District regulations. Uses cited as special exceptions uses shall not require approval by the Board of Zoning Appeals.

(3) Any use or structure which is determined by the County Commissioners to be of the same general character as the above-permitted uses or accessory uses not specifically mentioned in another district but is deemed by the County Commissioners to be compatible with the character and intent of the residential planned community.

(d) Area limitations for uses. Within a residential planned community, the following percentages of the total gross lot area [as defined in § ZS 1-305(a) hereof] but excluding state wetlands [as defined in § ZS 1-103(b) hereof] shall be devoted to the following uses:

(1) For minor residential planned communities:

A. Retail and service uses: a maximum of five percent and limited to the permitted principal uses cited in the C-1 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.

B. Common use open space and recreational areas: While a minimum percentage is not required, common use open space and recreational areas are encouraged. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space or recreational areas.

C. Residential uses: There is no maximum percentage. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences.

(2) For major residential planned communities:

A. Retail and service uses: a maximum of twenty percent and limited to the permitted principal and special exception uses cited in the C-2 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.

B. Common use open space: a minimum of thirty percent and in accordance with the following provisions and requirements:

1. Open space shall be limited to areas for recreation or the growing of trees, vegetable, field or nursery crops or for purposes of conservation of natural resources. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space.

2. Recreational areas shall be limited to public and private noncommercial social and recreational areas, public and private (commercial and noncommercial) golf courses, private (noncommercial) marinas and playgrounds.

3. The terms "open space" and "recreational areas" shall not include space devoted to roads and parking. Except as provided in Subsection (d)(2)B2 hereof, open space shall be free of residential, service, business or industrial structures and uses.

4. Reasonable restrictions and fees may be placed upon the use of active recreation areas.

5. Requirements for open space shall be as follows:

(i) A minimum of fifty percent of the required open space must be retained in its natural state and not used to satisfy the requirements for passive or active recreation. No more than fifty percent of this area may be private wetlands.

(ii) A minimum of ten percent of the required open space must be for active recreation.

(iii) A minimum of twenty percent of the required open space must be for passive recreation.

(iv) All open space and areas for active and passive recreation required by Subsection (d)(2)B5 hereof shall be dedicated, developed and perpetually protected to satisfy the requirements as contained herein.

6. The Planning Commission may grant waivers to this subsection where it determines that conditions exist such that the full provisions for open space as required by this subsection are otherwise satisfied. The Planning Commission shall consider proximity to public open spaces, lot size and other appropriate factors.

C. Residential uses: a maximum of seventy percent. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences but may not include usable open space or recreational areas.

(e) Residential density. The maximum number of residential units which may be permitted in a residential planned community in areas other than those designated as Growth Areas by the Land Use chapter of the Comprehensive Plan shall be as follows. Major fractions of units may be counted as a full unit.

(1) In the E-1 District, one unit per two acres of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(2) In the V-1 District, five units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(3) In the R-1 District, one unit per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(4) In the R-2 District, four units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(5) In the R-3 District, six units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(6) In the R-4 District, eight units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.

(7) Land in the RP, C or CM Districts may be included within the residential planned community in accordance with Subsection (b) hereof but the acreage of such land may not be included within the total lot area used for the calculation of permitted density.

(f) Residential planned communities in areas designated as Growth Areas by the Land Use chapter of the Comprehensive Plan. Such projects shall promote mixed-use community centers with declining density toward the perimeter of the growth area, thus creating a center, an edge and a variety of housing types in between. The average residential density shall be no less than three and one-half dwelling units per acre of the total lot area used for residential, open space and recreation purposes. The core of the growth area should provide a maximum density of up to ten dwelling units per acre and mixed uses to provide commercial services to meet the residents' and visitors' needs and various housing types. Maximum lot sizes at the growth area's core shall not exceed five thousand square feet. Residential densities shall decrease as one moves away from the core of the growth area, to a perimeter density of not more than one dwelling unit per acre. Maximum lot sizes at the growth area's perimeter shall not exceed twenty thousand square feet. A surrounding natural forested or agricultural greenway should be the outermost

perimeter of the growth area in order to blend into the surrounding landscape. The densities cited herein are applicable to the growth area as a whole, not to individual parcels within the growth area. Individual projects should be reviewed relative to their placement within the growth area and how their proposed design helps achieve the growth area's design principles and densities cited herein.

(g) Lot, road and parking requirements. For individual structures, there shall be no minimum lot area, setback, bulk, lot width, area or road frontage requirements. Such standards shall be as approved by the Planning Commission. No structure or group of structures, such as semidetached dwellings or a row of townhouses, shall be erected within ten feet of any other structure or group of structures. The supplemental regulations contained in Subtitle ZS1:III hereof shall apply. All roads, parking areas and access points shall meet County standards. However, in those areas designated for commercial uses, the parking space dimensions of not less than sixty percent of the required parking shall measure not less than ten feet in width and eighteen feet in length. The parking space dimensions of not more than forty percent of the required parking shall measure not less than nine feet in width and eighteen feet in length.

(h) Height regulations. Buildings and structures within two hundred feet of the development perimeter shall be limited to the maximum height permitted by the underlying zoning district. All other buildings in the residential planned community shall be limited to a maximum height of six stories and seventy feet. No accessory structure shall exceed either two stories or twenty-five feet in height.

(i) Other regulations. In regulating the development of a residential planned community, the provisions of this section shall first apply. When a matter is not specifically regulated by this section, the other provisions of this Title and of the underlying zoning district in which the residential planned community is located shall apply.

(j) General design standards. In order to provide for more efficient use of land, protection of the environment, more livable communities, and consistency with the Comprehensive Plan, the following design standards shall apply to all residential planned communities:

(1) All development plans shall first identify key environmental features and then design the development plan in such a manner as to protect and avoid disturbance of these resources. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical or special habitat, water bodies on the state's impaired waters list or having an established total maximum daily load requirement and other important environmental features.

(2) Particularly for major residential planned communities, provide clustered, mixed use (where appropriate), pedestrian-scale development, preferably taking its design guidance in terms of scale, layout, uses, architectural style and landscaping from existing County towns and villages, to allow convenient access to products and services, improve community vitality and diminish the

need for vehicle trips.

(3) Cluster residential and commercial land uses to minimize the consumption of vacant lands, maximize open space and reduce impervious surfaces.

(4) Limit the use of culs-de-sac and dead-end streets and instead promote street, trail and sidewalk connectivity to reduce vehicle miles traveled and improve community walkability.

(5) Preserve existing forested areas and natural areas as greenways within and around developments for environmental and recreational purposes and to blend the man-made and natural environments.

(k) Review and approval procedure.

(1) For minor residential planned communities: Review and approval shall take place in two steps. The first step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the second step.

A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee and Planning Commission and this submission shall constitute the residential planned community application.

1. The Step I concept plan shall include the following:

(i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.

(ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the one-hundred-year floodplain, and a forest stand delineation, particularly existing significant trees.

(iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.

(iv) A requested land use density for the total project.

(v) A schematic plan generally identifying the proposed drainage pattern and potential stormwater management measures.

(vi) The proposed method and adequacy of wastewater disposal and potable water supply.

(vii) A written statement addressing the residential planned community's consistency with the Comprehensive Plan, zoning regulations and other established development policy guidelines, its topography and relationship to existing natural and man-made features, both on site and in the immediate vicinity, efforts to adequately protect sensitive areas, the availability and suitability of vehicular access, and the availability and adequacy of water and sewer facilities.

(viii) Such other information as the Technical Review Committee or Planning Commission may require.

2. The Technical Review Committee shall meet with the applicant to review the Step I concept plan and shall subsequently in writing identify areas of concern and issues to be addressed by the Planning Commission. The Technical Review Committee may solicit other agency comments prior to making its recommendation and may require additional information, studies or reports.

3. The Planning Commission shall then meet with the applicant to review the Step I concept plan and the Technical Review Committee's comments and recommendations. The Planning Commission shall address the areas identified by the Technical Review Committee and such other areas of concern and such requirements as it may deem necessary and appropriate. The Planning Commission shall take action to either approve, with or without conditions, or disapprove the Step I concept plan and thus the residential planned community application. Alternatively, the Planning Commission may remand the residential planned community application back to the Technical Review Committee for further review and refinement and then subsequently consider and act upon the revised application. The Planning Commission's findings and decision shall be made in writing and made a part of the record. Once the Planning Commission has approved the Step I concept plan, the applicant may proceed with seeking approval of the Step II implementation plan.

B. Step II implementation plan. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate.

1. The Step II implementation plan consists of detailed subdivision plats or site plans which shall be submitted for review and approval in the manner specified in the subdivision and site plan regulations as applicable. All such plats or plans shall conform to Step I concept plan approvals. The Technical Review Committee or Planning Commission may request such information and details on the plats

or plans as is determined necessary. Any construction shall comply with the approved Step II implementation plan.

2. Requirements relative to action by the Planning Commission on the Step II implementation plan shall be those specified in the subdivision or site plan regulations as applicable.

3. Expiration of subdivision plats or site plans approved as part of the Step II implementation plan shall be as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step II approval, all previous residential planned community approvals, including the Step I concept plan approval, are rendered null and void.

(2) For major residential planned communities: Review and approval shall take place in three sequential steps. Each step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the next step.

A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee, Planning Commission and the County Commissioners and this submission shall constitute the residential planned community application.

1. The Step I concept plan shall include the following:

(i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.

(ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the one-hundred-year floodplain, a forest stand delineation, greenways, areas of critical or special habitat, source water and aquifer recharge protection areas, and proposed methods for protection of important environmental features.

(iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.

(iv) A requested land use density for the total project.

(v) A schematic plan generally identifying the proposed drainage

pattern and potential stormwater management and minimization of impervious surfaces.

(vi) A preliminary capacity and availability analysis of water and wastewater facilities for projects proposed to be served by existing public utilities or, where new facilities are proposed to serve the project, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.

(vii) The existing and proposed circulation patterns for vehicles, pedestrians and bicycles, both internal and external to the project, and a preliminary capacity analysis of the existing road network's ability to serve the project without undue detriment to levels of service.

(viii) Such other information as the Technical Review Committee, Planning Commission or County Commissioners may require.

(ix) A written statement addressing the following:

a. The residential planned community's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the zoning regulations and other established development policy guidelines, and with the Comprehensive Plan, zoning regulations, development policy guidelines and annexation policies of any municipality within one mile of the proposed project's boundaries.

b. The general location of the site, a description of existing and anticipated land use in the immediate vicinity and the residential planned community's compatibility with those land uses.

c. The availability and adequacy of public facilities, services and utilities to meet the needs of the residential planned community and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services.

d. The consistency of the residential planned community with the general design standards as contained in Subsections (j)(1) through (j)(5) hereof.

e. The relationship of the residential planned community's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project.

f. The capacity of the existing road network to provide suitable vehicular access for the residential planned community, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses.

g. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines.

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

3. The Planning Commission shall then meet with the applicant to review the submission and the Technical Review Committee Report and may as a group visit the site of the proposed project. The Planning Commission shall produce findings based on the items considered under Subsections (k)(2)A1(ix)a through (k)(2)A1(ix)g hereof. The Planning Commission shall also produce a recommendation to the County Commissioners as to approval or disapproval of the residential planned community application, which may address the areas identified in the Technical Review Committee Report and such other areas of concern and such requirements as the Planning Commission may deem necessary and appropriate to advise the County Commissioners. The Planning Commission shall submit its recommendation within ninety days after receipt of the Technical Review Committee Report, unless extended by the County Commissioners.

4. The County Commissioners shall consider the application and recommendation and hold a public hearing within ninety days of

receipt of the Planning Commission's recommendation, unless extended by the County Commissioners. The hearing shall have the same procedural formalities as a map amendment as described in § ZS 1-113(c) hereof. Notice of such public hearing shall be as required in § ZS 1-114 hereof. The County Commissioners shall review the application, Technical Review Committee Report and Planning Commission's recommendation and shall, following the public hearing, approve or disapprove the application and, if approved, establish the residential planned community floating zone. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six months of the public hearing shall constitute a denial of the application. In granting an approval, the County Commissioners may impose conditions which shall become a part of the approval regulating the residential planned community. In addition, the County Commissioners may require independent reports of consultants, at the expense of the developer, prior to Step I concept plan approval. Any residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing, by the applicant requesting such use within ninety days after approval by the County Commissioners. Failure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever. Any transfers of the property shall be subject to the approved plan. Step I concept plan approval by the County Commissioners shall be considered a reclassification and subject to appeal as such.

5. Step I approval shall automatically expire and terminate unless the Step II approval is obtained within one year from the date of Step I approval. The County Commissioners may extend the Step I approval for a maximum of one additional year, provided the one-year extension is requested not less than sixty days prior to the expiration of the Step I approval and granted prior to expiration as well.

B. Step II master plan approval. Upon completion of Step I, an applicant shall develop and submit to the Technical Review Committee and the Planning Commission a detailed plan which shall serve as a master plan for the entire project and which shall be in accordance with the Step I approval.

1. The applicant shall meet with the Technical Review Committee and Planning Commission in that order. The Planning Commission shall have the authority to approve or disapprove the application.

2. The master plan shall conform to the regulations as set forth in this Title and include any details and specifications as may be required by the Technical Review Committee and the Planning Commission. The master plan shall include, at a minimum, the following:

   (i) An accurate topographic and boundary line survey of the project site, including the survey location of the perimeter of all forested areas, existing significant trees, the one-hundred-year floodplain line, the Critical Area boundary line, where applicable, the tidal and nontidal wetland lines and their buffers, location of important habitat or sensitive areas, and source water and aquifer recharge areas and a location map showing its relationship to surrounding properties.

   (ii) Proposed extent of forest clearing, wetland and buffer impacts, Critical Area buffer impacts or variances, and the proposed percentage of impervious area.

   (iii) The use, type, size and location of proposed structures, particularly with regard to the provision of mixed uses and clustering.

   (iv) The general size, arrangement and location of any lots and proposed building groups.

   (v) The pattern of existing and proposed access points, public and private roads, vehicular travelways, parking, pedestrian and bicycle paths, internal and external circulation and connectivity, particularly to surrounding residential, commercial and recreational development and uses, and the intended design and construction standards.

   (vi) The general location, type and size of proposed landscaping.

   (vii) The location of existing and proposed water and wastewater facilities, including how and when such facilities are to be provided.

   (viii) Architectural drawings, elevations, sketches or models illustrating the general design, character and pedestrian-scale of the proposed structures and a written description of how they relate to the architectural style and landscape design in the existing County towns, villages, and surrounding development.

   (ix) The general location of recreational and open space areas and areas reserved or dedicated for public uses, such as schools, community centers, libraries, fire stations and park sites, and any open space to be owned and maintained by a property owners' association. Areas proposed for active and passive recreation shall be shown, along with a description of the

facilities and equipment to be provided in these areas.

(x) The existing topography and drainage pattern and the proposed stormwater management system showing basic topographic changes.

(xi) Statistical data on the total size of the project area, density computations, proposed number of residential units by type, compliance with area limitations and requirements for uses, area in streets, area in parking and parking tabulation and any other similar data pertinent to a comprehensive evaluation of the proposed development.

(xii) A detailed time schedule for the implementation and construction of the development and, if appropriate, a plan for phasing the construction of the residential planned community, showing the general geographical coverage of future plats or plans, their approximate sequence of submission, each of which must meet pertinent requirements either on their own or in conjunction with prior phases.

3. The Technical Review Committee will meet with the applicant and review the Step II master plan and any associated documents. The Technical Review Committee shall, within ninety days after the submission of a complete application, submit its written findings and recommendation to the Planning Commission. In the review of the application, the Technical Review Committee and, subsequently, the Planning Commission shall be guided by the standards set forth in this Title and principles of good planning and shall also give consideration to whether:

(i) The plans for the development fulfill the goals and objectives and comply with the recommendations of the Comprehensive Plan and are compatible with and complement the character and nature of existing and anticipated development in the vicinity of the proposed development.

(ii) The design of the development will, as its first priority, protect to the greatest extent feasible existing forested areas and greenways, floodplains, the Critical Area, where applicable, tidal and nontidal wetlands, sensitive areas or special habitats, and source water and aquifer recharge areas.

(iii) The residential planned community's design lends itself to a clustered, pedestrian scaled development, providing mixed uses where appropriate, and is in keeping with the scale, layout, uses, architectural style and landscape design of existing County towns and villages and blends the natural and built environments.

(iv) The residential planned community's design minimizes impervious surfaces and the consumption of vacant lands while maximizing open space.

(v) The project's layout and design promote street, trail and sidewalk connectivity within the project and to and through adjoining properties and neighborhoods.

(vi) The types and extent of uses and structures in the project will not adversely affect the future development or value of undeveloped neighboring areas or the use, maintenance and value of neighboring areas already developed.

(vii) The development will secure for the residents of the County a development which is consistent with the Comprehensive Plan and which is compatible with and complementary to established development in the County.

4. The Planning Commission will meet with the applicant and review the Step II master plan, any associated documents and the Technical Review Committee's recommendations. In its review, the Planning Commission is empowered to request any changes or additional information that it may deem necessary. Following its review, the Planning Commission shall either approve or disapprove the application. In the case of disapproval, the Planning Commission shall present the applicant with a written report of its findings, including the reasons for disapproval. In the case of approval, the Planning Commission may attach conditions concurrent with the approval of the residential planned community and impose time limits on the development.

5. Substantial modification of the plan, as determined by the Department, may only be processed as a new Step II master plan in accordance with the provisions hereof and shall require Planning Commission review and action. Any significant modification to the detailed time schedule will require Planning Commission approval upon a showing of reasonable cause by the developer filed in writing. Minor modifications to the Step II master plan may be approved by the Department when limited to the layout, road alignment, landscaping, and stormwater management. Other amendments to the Step II approval and any conditions which may be imposed thereon may be granted by the Planning Commission upon the request of the applicant. Changes in the density or bulk of the residential planned community's structures may only be approved by the County Commissioners as an amendment to the approved Step I concept plan after a duly advertised public hearing where they determine the change to be of such significance that a public hearing is necessary.

6. Failure to comply with the conditions and regulations as herein established and as specifically made applicable to a particular project may be cause for cancellation of the approval for said project.

7. All approvals shall be in writing. An applicant may withdraw an application for a residential planned community at any time within sixty days after Step II master plan approval. In the event of withdrawal, the Step I concept plan and Step II master plan approvals shall be rendered null and void.

8. Step III implementation plan approval must be obtained within three years from the date of the Step II master plan approval or the Step I concept plan and Step II master plan approvals shall automatically expire. Provided that a request for extension is made in writing no less than sixty days prior to the expiration, the Planning Commission may grant a single one-year extension to the Step II master plan approval. For the purposes of this subsection, Step III implementation plan approval shall be construed to be obtaining the approval of final plats or site plans, as appropriate, for no less than twenty percent of the residential units or residential lots in the residential planned community.

9. The Department shall delineate and designate approved residential planned communities on the Official County Zoning Maps for informational and reference purposes.

C. Step III implementation plan approval. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate, and the project shall be subject to all procedures and requirements as contained therein. All subdivision plats, site plans or other necessary documents submitted as part of the Step III implementation plan shall be in accordance with the approved Step II master plan.

1. Detailed implementation plans consisting of subdivision plats or site plans, as appropriate, shall be submitted to the Technical Review Committee and Planning Commission for review and approval. All such plans shall conform to the approved Step II master plan.

2. Construction shall not commence until all required approvals and permits have been obtained and all construction must be conducted in accordance with the approved subdivision plats, site plans or other necessary documents that serve as the approved Step III implementation plan.

3. Limitations on review time and the expiration of subdivision plats or site plans approved as part of Step III implementation plan shall be

as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step III implementation plan approval, all previous residential planned community approvals, including the Step I concept plan and Step II master plan, are rendered null and void.

(l) Appeals. There shall be but one opportunity for appeal to the Circuit Court from a decision of the County Commissioners or Planning Commission under this section. That appeal shall be from the action of the County Commissioners or Planning Commission in granting, conditioning or denying the Step I concept plan application for a major or minor residential planned community, respectively, and shall be subject to appeal in the same manner as a map amendment.

MARYLAND'S Coast WORCESTER COUNTY

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

May 11th, 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 Proposed Change in Zoning Northwest of Newark

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 19, 2022 and May 26, 2022. Thank you.

NOTICE OF
PROPOSED CHANGE IN ZONING
SOUTHWEST OF PATEY WOODS ROAD AND NORTHWEST OF NEWARK ROAD
NORTHWEST OF NEWARK
FOURTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 435 has been filed by Hugh Cropper, IV on behalf of Henry Robinson, property owner, for an amendment to the Official Zoning Maps to change an approximate 0.5 acre of land located southwest of, but not binding on, Patey Woods Road, approximately 1,600 feet northwest of Newark Road, northwest of Newark in the Fourth Tax District of Worcester County, Maryland, from V-1 Village District to A-1 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, JUNE 7th, 2022
AT 10:35 AM
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. 435 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. 435 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.

THE WORCESTER COUNTY COMMISSIONERS

ITEM 17

APPROVED

WSY 4/19/22

RECEIVED
APR 11 2022

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 JKK
Date: April 11, 2022
Re: Scheduling a Public Hearing - Rezoning Case No. 435 – Henry Robinson, 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. 435. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his client, has filed Rezoning Case No. 435, seeking to rezone an approximate 0.5 acre of land located southwest of, but not binding on, Patey Woods Road, southwest of Newark, from V-1 Village District to A-1 Agricultural District. The case was reviewed by the Planning Commission at its meeting on April 7, 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.

cc: Gary Pusey, Deputy Director

NOTICE
OF
PROPOSED CHANGE IN ZONING

SOUTHWEST OF PATEY WOODS ROAD AND NORTHWEST OF NEWARK ROAD
NORTHWEST OF NEWARK

FOURTH TAX DISTRICT
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 435 has been filed by Hugh Cropper, IV on behalf of Henry Robinson, property owner, for an amendment to the Official Zoning Maps to change an approximate 0.5 acre of land located southwest of, but not binding on, Patey Woods Road, approximately 1,600 feet northwest of Newark Road, northwest of Newark in the Fourth Tax District of Worcester County, Maryland, from V-1 Village District to A-1 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. 435 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. 435 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. 435

APPLICANT:

Henry Robinson
316 West Street
Berlin, MD 21811

ATTORNEY FOR THE APPLICANT:

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

April 7, 2022

WORCESTER COUNTY PLANNING COMMISSION

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I. INTRODUCTORY DATA

A. CASE NUMBER: Rezoning Case No. 435, filed on January 28, 2022.

B. APPLICANT: Henry Robinson
316 West Street
Berlin, MD 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 38 - Tax District 4

D. SIZE: The petitioned area is 0.5 acre in size.

E. LOCATION: The petitioned area is located approximately 400 feet southwest of, but does not front on, Patey Woods Road. The subject property is located northwest of Newark, approximately 1,600 feet northwest of Newark Road.

F. CURRENT USE OF PETITIONED AREA: The property is undeveloped and wooded.

G. CURRENT ZONING CLASSIFICATION: V-1 Village District.

H. REQUESTED ZONING CLASSIFICATION: A-1 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 remained in place during the 1978 and 1992 county-wide comprehensive rezonings. During the 2009 comprehensive rezoning, the property was zoned V-1 Village District.

J. SURROUNDING ZONING: Adjoining properties to the southwest are zoned A-1 Agricultural District, and adjacent properties on the north, east and south are zoned V-1 Village District.

K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Village 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 subject property has a designation of a Sewer Service Category of S-6 (No Planned Service) in the Master Water and Sewerage Plan, as this property was not included in the Newark Sanitary Service Area.

M. ROAD ACCESS: The petitioned area does not front on Patey Woods Road but has access to it from a 20-foot wide deeded right-of-way located on the property's easterly side. Patey Woods Road, a County-maintained road with a 30-foot wide ROW, is located approximately 400 feet north of the subject parcel's front property line.

II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

A. Hugh Cropper, IV, applicant's attorney, and Henry Robinson, applicant and property owner, were present for the review. Mr. Cropper testified that the request is being made based upon a mistake in the assigned zoning district, and not as a result of a change in the character of the neighborhood. Mr. Cropper stated that the property is located on the periphery of the V-1 Village zoning west of Newark and he referenced the zoning map included in the staff report. He also distributed a plat of the property (copy attached) to each of the Planning Commission members and he pointed out that the property does not front on Patey Woods Road but instead is approximately 400 feet southwest of that road, but that access from Patey Woods Road is provided by a 20-foot wide right-of-way as shown on the plat. He then referenced the aerial photo in the staff report and pointed out that the subject property is not part of the village of Newark but instead is adjacent to agricultural and forested lands, and the subject property has the same agricultural character as the immediate surrounding lands. He read the purpose of the V-1 Village District that was summarized in the staff report, in particular noting that this district is intended to protect and preserve the unique mixed use character and historical charm of the crossroads villages of the County. He further noted that this district is intended to channel new development into service areas to permit the efficient provision of public services. He pointed out that the subject property is not served by public water or sewer, and he reiterated that the property is not within the developed area of Newark but instead is in an agricultural area, and its characteristics do not meet the purpose of the V-1 District. Based on the aerial photo that shows development in Newark farther to the east from the subject property, it is his contention that the County mistakenly included this property as part of the Village District during the 2009 comprehensive rezoning.

Mr. Cropper introduced Henry Robinson, the applicant and property owner as a witness, and Mr. Robinson stated he had been cleaning the property and clearing the 20-foot wide right-of-way from Patey Woods Road so that it can be accessed. Mr. Robinson confirmed that the property is approximately 400 feet from Patey

Woods Road and that properties to the rear are undeveloped. In response to a question from the Planning Commission, he stated that a church is located in front of the subject parcel along Patey Woods Road and the closest house is approximately 700 feet from his property.

In closing, Mr. Cropper stated that the petitioned area is more consistent with the A-1 Agricultural District than the V-1 District and it is his contention that during the 2009 comprehensive rezoning the County extended the V-1 zoning too far when it included the subject property. He stated the current zoning is a mistake and A-1 would be more compatible with existing development in the area. He pointed out that the property was always zoned Agricultural until 2009, and there has been no change in population in the area; there is no public water or sewer service available; and the road network is more conducive to uses allowed in the A-1 District than the V-1 District as the V-1 District allows a wide range of uses that would be inappropriate for this property. Mr. Cropper stated that the A-1 zoning would be in accordance with the narrative of the Comprehensive Plan as the Plan encourages the continuation of agriculture in recognition that agriculture is the dominant industry of the County. Mr. Cropper stated that the Land Use Plan should be considered general in nature and not interpreted to follow property lines, and although the property does appear to be designated for Village Use on the Land Use Plan, the proposed rezoning would be in accordance with the narrative of the Comprehensive Plan concerning the continuance of agriculture in the County's less developed regions. He concluded by stating that the A-1 zoning would be more desirable in terms of the objectives of the Plan than the current V-1 zoning.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper was basing his argument for 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 there has been no significant change to 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 on public facilities as it pertains to public sewer and water, as the property will be served by a private septic system and well. Environmental Programs' memo stated that the subject property is in the S-6 category (no planned service) of the Master Water and Sewerage Plan. Fire and ambulance service will be available from the Newark Volunteer Fire Company's

facility, located less than one-half mile from the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 10 miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately nine miles away. The petitioned area is served by the following schools: Snow Hill Elementary School, Snow Hill Middle School, and Snow Hill High School. 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 the site will be subject to the limitations of private water and wastewater.

D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area does not have frontage along Patey Woods Road, but does have access to Patey Woods Road via a 20-foot wide right-of-way located along the subject property's easterly side. The Planning Commission agreed with testimony presented by the applicant that Patey Woods Road, a county-maintained road with a 30-foot wide right-of-way, is a rural road best suited to serve uses appropriate to agriculture and not to a village character. Based upon its review, the Planning Commission found that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area to the A-1 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 petitioned area is currently undeveloped, and the surrounding land uses include limited residential development and agricultural uses. The Planning Commission also determined that the proposed rezoning to A-1 would allow uses that would be more compatible with the existing surrounding land uses than what could be allowed under the current V-1 Village District zoning. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from V-1 Village District to A-1 Agricultural District is compatible with existing and proposed development and existing environmental conditions in the area.

F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that the Land Use Plan map contained in the Comprehensive Plan appeared to place the petitioned area in the Village Use category, but the Commission agreed with the applicant's testimony that the Land Use Plan map is a general depiction and should not necessarily be viewed as following specific property lines. In addition, the Planning Commission agreed with the applicant's testimony that the narrative of the Comprehensive Plan emphasized the importance of agriculture to the County and that agriculture should be encouraged throughout the County. Based upon its review, the Planning Commission found that the

proposed rezoning to the A-1 Agricultural District is compatible with the Comprehensive Plan and in keeping with its goals and objectives, specifically as the Plan recommends the continuance of the dominance of agriculture throughout the County's less developed regions.

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 Commission found that until 2009 the subject property had always been zoned for agriculture, and given its location on the periphery of the V-1 Village zoning and because it adjoins agricultural lands, the Commission believes it was a mistake to have placed the petitioned area in the V-1 Village District during the 2009 comprehensive rezoning. Based upon its review, the Planning Commission concluded that the A-1 Agricultural zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 435, seeking a rezoning of the petitioned area from V-1 Village District to A-1 Agricultural District.

V. RELATED MATERIALS AND ATTACHMENTS

Lot 1
Minor Subdivision for Joseph M. Kucharski
Plat # SVH 183/71
David James & Rosemarie Dietsch Kucharski
SVH 4047/36
Zoned A-1
Existing House
217.97'(P)
217.94'(M)
N37°00'37"W
Parcel 40
Pentecostal Church of God, Inc.
of Newark MD
SVH 4118/35
Zoned A-1
Existing Church
433.36'
S43°33'09"W
430.62'
Abandoned Dirt Road
112.34'(M)
Parcel 38
Marvin O. & Beverly J. Smith
18,432 SF
RHO 2388/188
Zoned A-1
Wooded
202.27'(M)
Parcel 39
Lots16--21, Block A,
Lots15--20, Block C,
Lots 5--10, Block F,
Frank Davis Farm Plat.
Plat # ODC 1/13,
Maggie T. Hammond,
SVH 2867/39
Zoned A-1
Existing House
S44°22'10"W
N54°32'53"E
Centerline of Ditch
S47°07'10"E
S47°18'02"E
74.09'(P)
74.32'(M)
Parcel 41
Lot 2
Minor Subdivision for
Joseph M. Kucharski
Plat # SVH 183/71
Joseph M. Kucharski
RHO 1748/149
Zoned A-1
Existing House
Location Survey For
Marvin Smith,
Patey Woods Road,
Tax Map 40, Parcel 40,
Newark,
Worcester County,
Maryland 21841
Job# 8383
Scale 1" = 50'
Date: 5/27/05
LOEWER & ASSOCIATES
Engineers & Surveyors
10144 Cross Manor Blvd
Ocean City, Maryland 21842
410-641-5469
Legend
IBF Iron Bar Found
TP Telephone Pole
Zoned A-1
Building Restriction Lines
Front 35'
Side 20'
Rear 50'
Douglas G. Loewer
PLS10697

STAFF REPORT

REZONING CASE NO. 435

PROPERTY OWNER: Henry Robinson
316 West Street
Berlin, MD 21811

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

TAX MAP/PARCEL INFO: Tax Map 40 – Parcel 38 - Tax District 4

SIZE: The petitioned area is approximately 0.5 acre in size.

LOCATION: The petitioned area is located south of, but does not front on, Patey Woods Road. A 20-foot wide deeded right-of-way provides access from the property to Patey Woods Road, as the road is located approximately 400 feet to the north of the property. The subject property is located on the west side of Newark, approximately 1,600 feet west of Newark Road.

CURRENT USE OF PETITIONED AREA: The property is undeveloped and wooded.

CURRENT ZONING CLASSIFICATION: V-1 Village District.

As defined in the Zoning Code, the intent of this district is to protect and preserve the unique mixed use character and historical charm of the existing crossroads villages of the County. New development within this district should be of an appropriate scale and use so as to be compatible with the existing pattern of development. In addition, new development is intended to be channeled into effective service areas to permit the efficient provision of public services.

REQUESTED 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.

APPLICANT'S BASIS FOR REZONING: The application indicates the basis for the rezoning is a mistake in the existing V-1 zoning.

The application also states that the Applicant intends to place a "small" mobile (manufactured) home on the property, and the application states this use is not permitted in the V-1 District. To

clarify, a manufactured home is allowed as a Permitted Use in the V-1 District, provided the structure meets certain standards as listed in Section 1-314(b), which include a minimum gross floor area of 1,000 s.f.; a minimum depth of 20' for the manufactured home; a minimum roof pitch of 5/12; and a minimum 12" roof overhang, among other items. Double-wide manufactured homes can meet these standards, but single-wides typically cannot.

A comparison of the lot requirements for dwellings (single-family and manufactured homes) in the A-1 and V-1 Districts is shown below. The parcel meets the lot size and lot width requirements of the V-1 District. If the rezoning to A-1 is approved, the parcel will become nonconforming in terms of required lot size and width.

LOT STANDARDS FOR DWELLINGS IN THE A-1 AND V-1 DISTRICTS

STANDARD	A-1	V-1	SUBJECT PROPERTY
Lot Size	40,000 s.f. (Min.)	10,000 s.f. (Min.)	21,978 s.f. (Deed)
Lot Width	200'	80'	111' (Deed)
Front Yard Setback	35'	25'	---
Side Yard Setback	20' Each	8' Each	---
Rear Yard Setback	50'	30'	---

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 remained in place during the 1978 and 1992 comprehensive rezonings. During the 2009 comprehensive rezoning, the property was zoned V-1 Village District.

SURROUNDING ZONING: Adjoining properties to the west are zoned A-1, and adjacent properties on the north, east and south are zoned V-1. Across Patey Woods Road to the east is I-1 Light Industrial zoning.

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 must be 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 associated land use map, the petitioned area lies within the Village Use Category, as are adjoining properties on the west, north and east. However, adjoining properties to the south are in the Agriculture Land Use

Category. The Land Use Plan's recommended land uses correspond with the zoning of these properties. With regard to the Village Land Use Category, the Comprehensive Plan states the following:

> "[The Village] category is a special case of an Existing Developed Area. It designates traditional villages that serve as rural centers. Their character should be retained, so they are planned for infill and only limited expansion. Villages are not growth areas. Such areas are not planned for sanitary services or average densities of greater than one unit per acre. Any additional development should be of very limited scope." (Page 14)

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.
3. Maintain the character of the county's existing population centers.
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.
6. Infill existing population centers without overwhelming their existing character.
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.
19. Limit rural development to uses compatible with agriculture and forestry.

(Pages 12, 13)

In Chapter 7 – Transportation, the Comprehensive Plan states that "the 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 <u>General Recommendations – Roadways</u>, it states the following (pages 87, 88):

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.
2. Rural Roadways - Institute access controls for rural roads if their LOS drops below B for daily peak traffic.

13. Road Widening – Adequate right-of-way should be dedicated for roads anticipated for widening during the development review process.

WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the property is not included within the Newark Sanitary Service Area and has a designation of a Sewer Service Category of S-6 (No Planned Service) in the Master Water and Sewerage Plan.

The soil type on the petitioned area according to the Worcester County Soil Survey is as follows:

Ot – Othello silt loam, severe limitations to on-site wastewater disposal

Soils on the property are hydric and are generally poorly drained.

EMERGENCY SERVICES: Fire and ambulance service are available from the Newark Volunteer Fire Company, located less than one-half mile away. The Fire Chief responded that they had no objections to the proposed rezoning. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately 10 miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately nine 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 access to Patey Woods Road via a 20-foot wide right-of-way located along the property's easterly side. Patey Woods Road is a County maintained road with a 30-foot wide ROW. 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: Snow Hill Elementary School, Snow Hill Middle School, and Snow Hill High School. 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).

In addition, although located outside of the ACBCA, this property will also not be subject to the Forest Conservation Law (FCL) as the property is less than 40,000 s.f. in size.

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

PRIORITY FUNDING AREA (PFA): The petitioned area is within a PFA Comment Area.

INCORPORATED TOWNS: This site is not within one mile of any incorporated town. Both Berlin and Snow Hill are located approximately eight miles from the property.

ADDITIONAL COMMENTS RECEIVED: N/A.

!!!

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. 435

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 1/28/2022

Date Reviewed by Planning Commission: 4/7/2022

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): **38**

C. Lot Number(s), if applicable: _____

D. Tax District Number: **04**

III. Physical Description of Property

A. Located on the **South** side of **Patey Woods Road**.

B. Consisting of a total of **.5** 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): **V-1, Village District**
(Name and Zoning District)

B. Acreage of zoning classification(s) in "A" above: **.5**

C. Requested zoning classification(s): **A-1 Agricultural District**
(Name and Zoning District)

D. Acreage of zoning classification(s) in "C" above: **.5**

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. 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: January 2022

C. Signature of Property Owner in Accordance with VI.A. above
Signature: _____, attorney
Printed Name of Owner:
Henry Robinson
Mailing Address:318 West Street, Berlin, MD 21811
Phone Number: 443-754-5651
E-Mail: 1930vlhd@gmail.com
Date: January 2022

(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

This application for a Rezoning Map Amendment is based upon a mistake in the November 3, 2009 Comprehensive Rezoning.

The subject property is 19,432 square feet, more or less, by virtue of a 2005 survey. It abuts property zoned A-1, Agricultural District, and V-1, Village District. It is located approximately 430 feet from Patey Woods Road, the nearest County Road.

The purpose and intent of the V-1 Village District is to protect and preserve the unique mixed use character and historical charm of the existing crossroads of the villages of the County. Unfortunately, during the November 3, 2009 Comprehensive Rezoning, the County Commissioners cast their net a little too far, and encompassed this agricultural property.

Because it is located over 400 feet from the road, it is really not part of the village of Newark. There are neither adjacent structures, nor adjacent conditions, that make this a village property. Instead, it is just like the hundreds of other agricultural properties in the County.

In the Village District, new development is intended to be channeled into effective "Service Areas" to permit the efficient provision of public services. The term "Service Areas" is not defined by the Zoning Code, but presumably this means areas providing public utilities, such as water and sewer. There is no provision of water or sewer to this property.

Moreover, the Village District is inappropriate for this property because it actually provides for **too many** uses. For example, professional offices,

restaurants, and fuel sales are permitted by special exception. This is an agricultural property, and those uses should not be permitted, even by special exception.

The property owner is desirous of placing a small mobile home on the property, which is precluded by the V-1, Village District.

The property should be zoned A-1, Agricultural District.

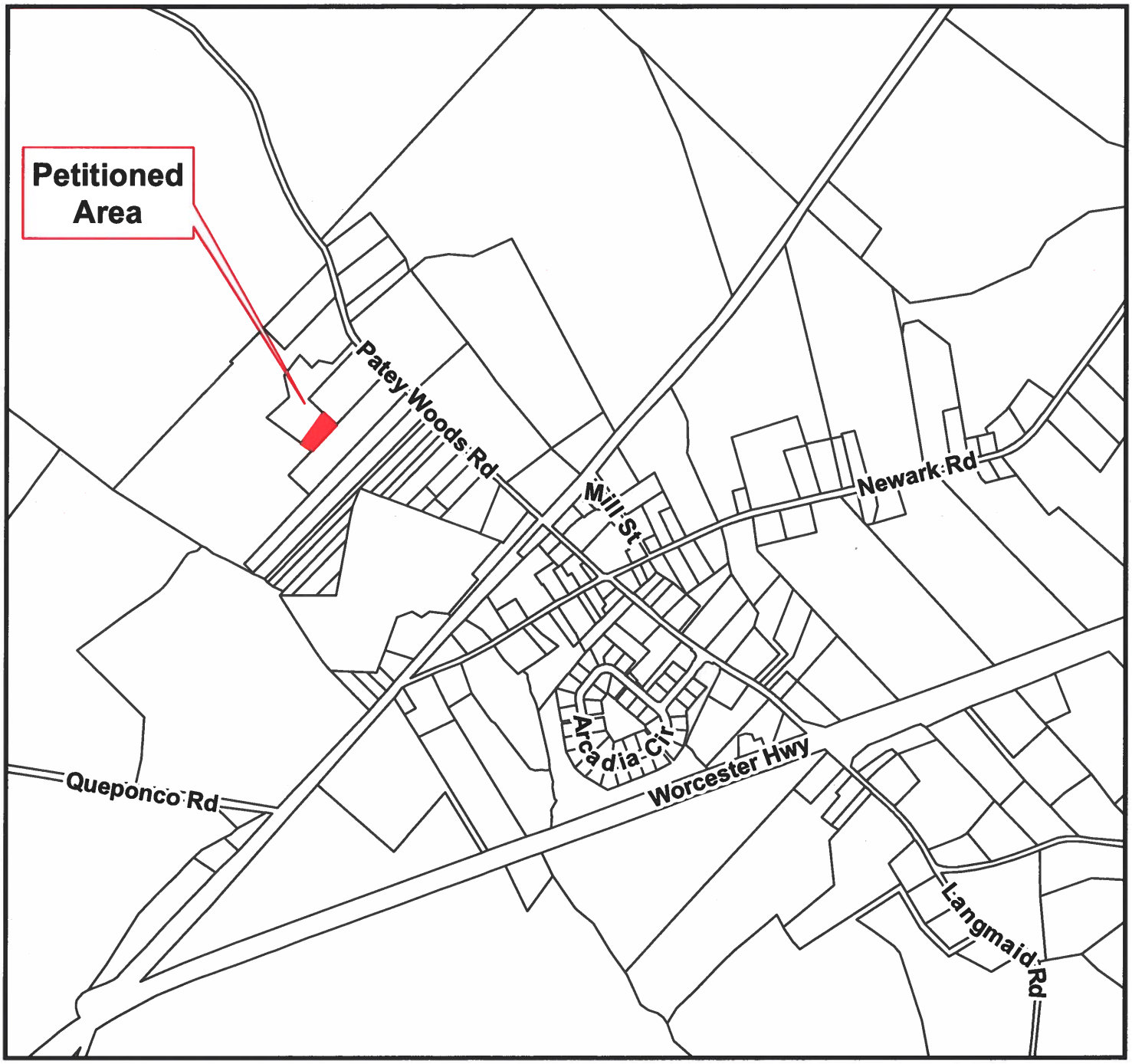
Respectfully submitted,

Hugh Cropper IV
Attorney for Henry Robinson, Owner

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 435
V-1 Village District to A-1 Agricultural District
Tax Map: 40, Parcel 38

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 2022

0 500 1,000
Feet

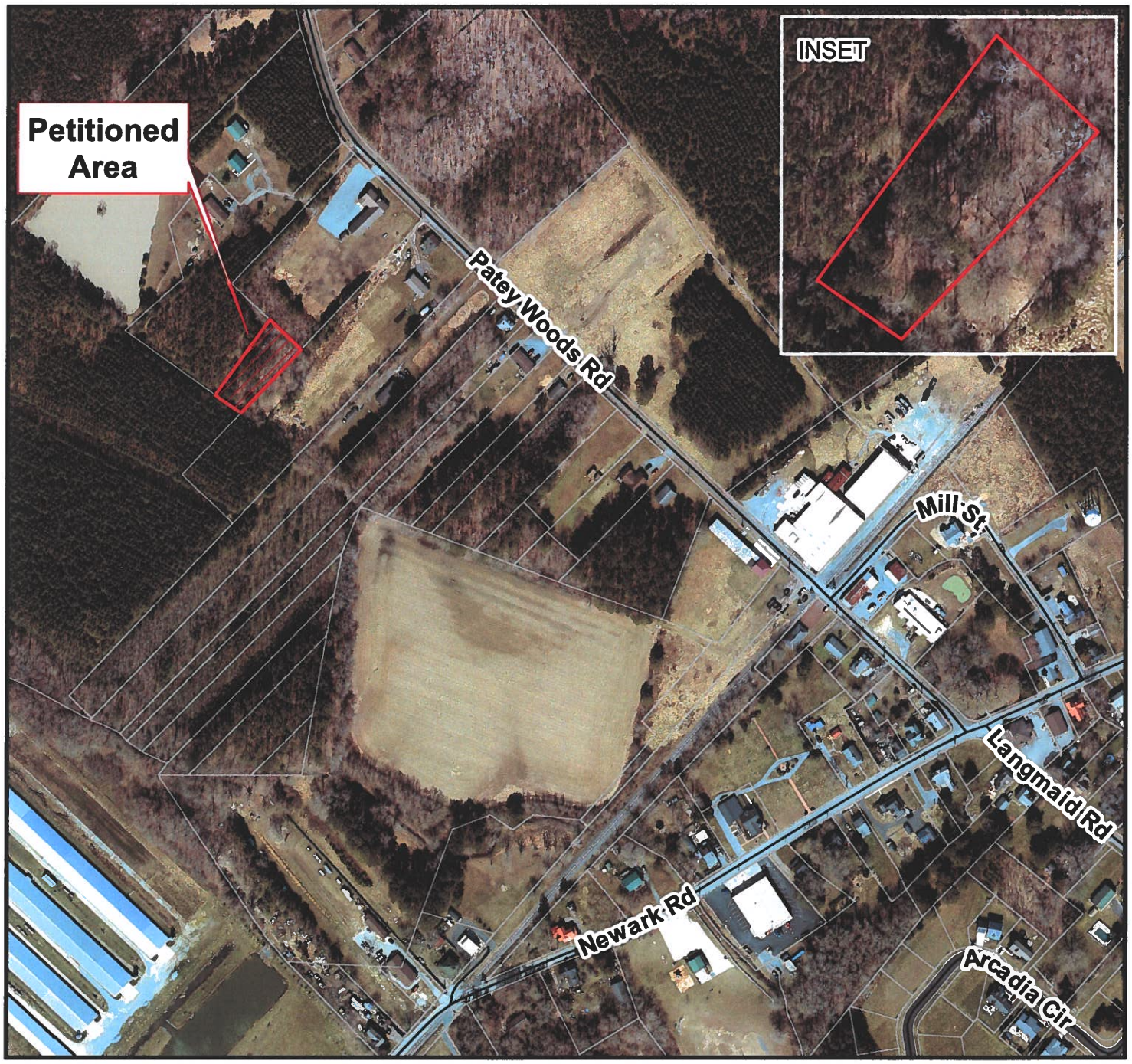
Source: Worcester County GIS Data Layers: 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 435
V-1 Village District to A-1 Agricultural District
Tax Map: 40, Parcel 38

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 2022

0 200 400
Feet

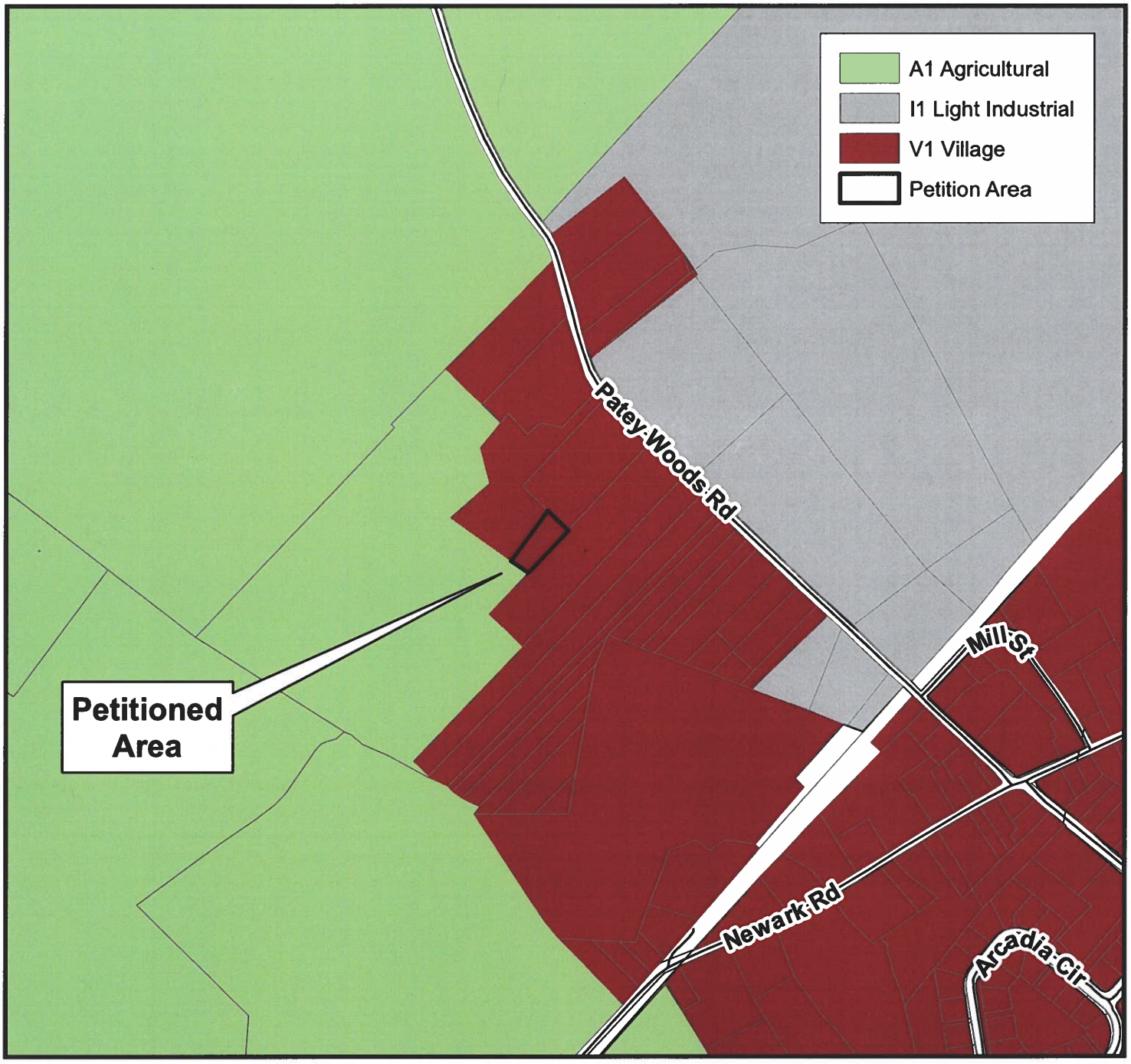
Source: Worcester County GIS Data Layers: 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 435
V-1 Village District to A-1 Agricultural District
Tax Map: 40, Parcel 38

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 2022

0 400 800
Feet

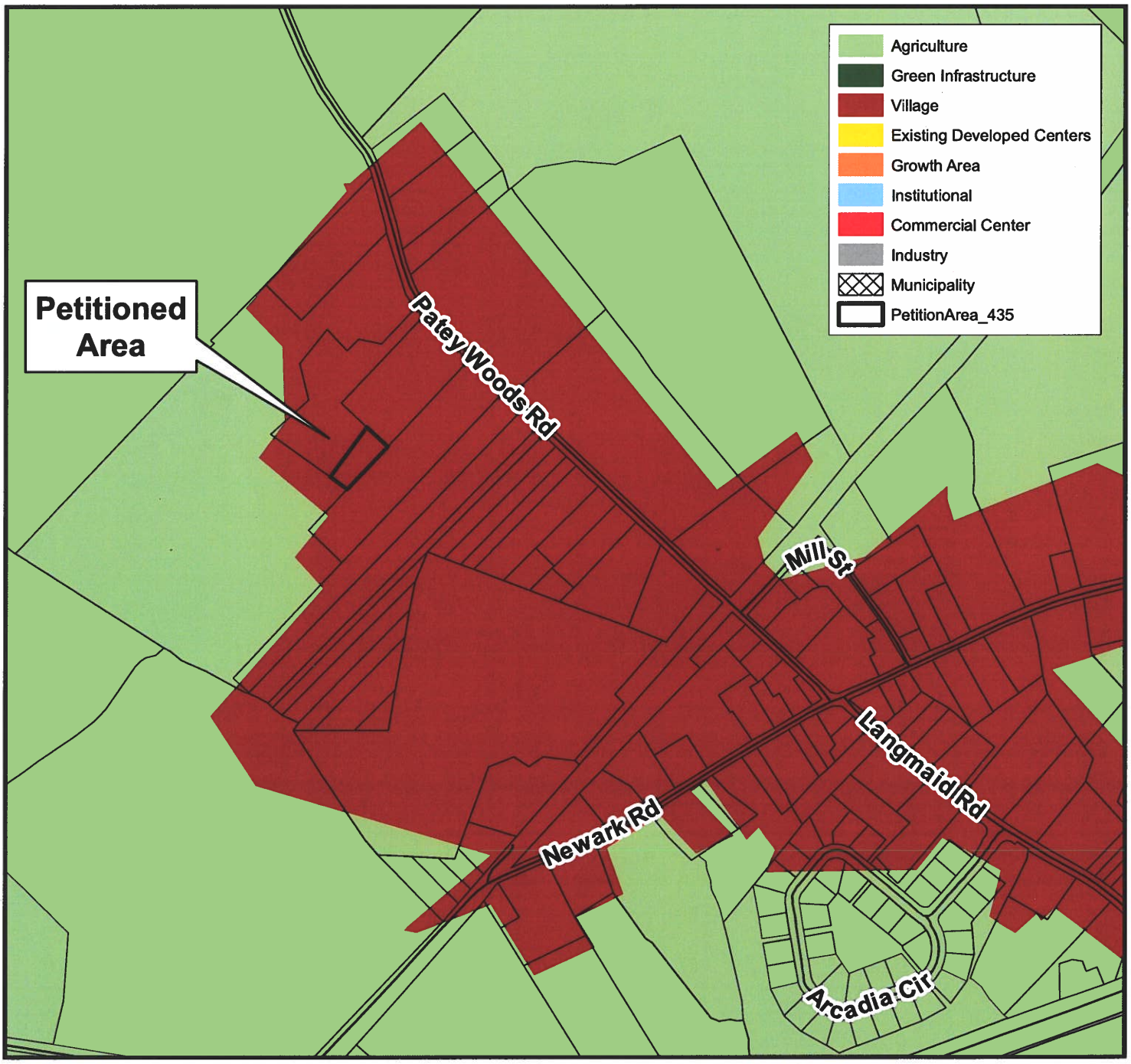
Source: 2009 Official Zoning District Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 435
V-1 Village District to A-1 Agricultural District
Tax Map: 40, Parcel 38

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 2022

0 400 800
Feet

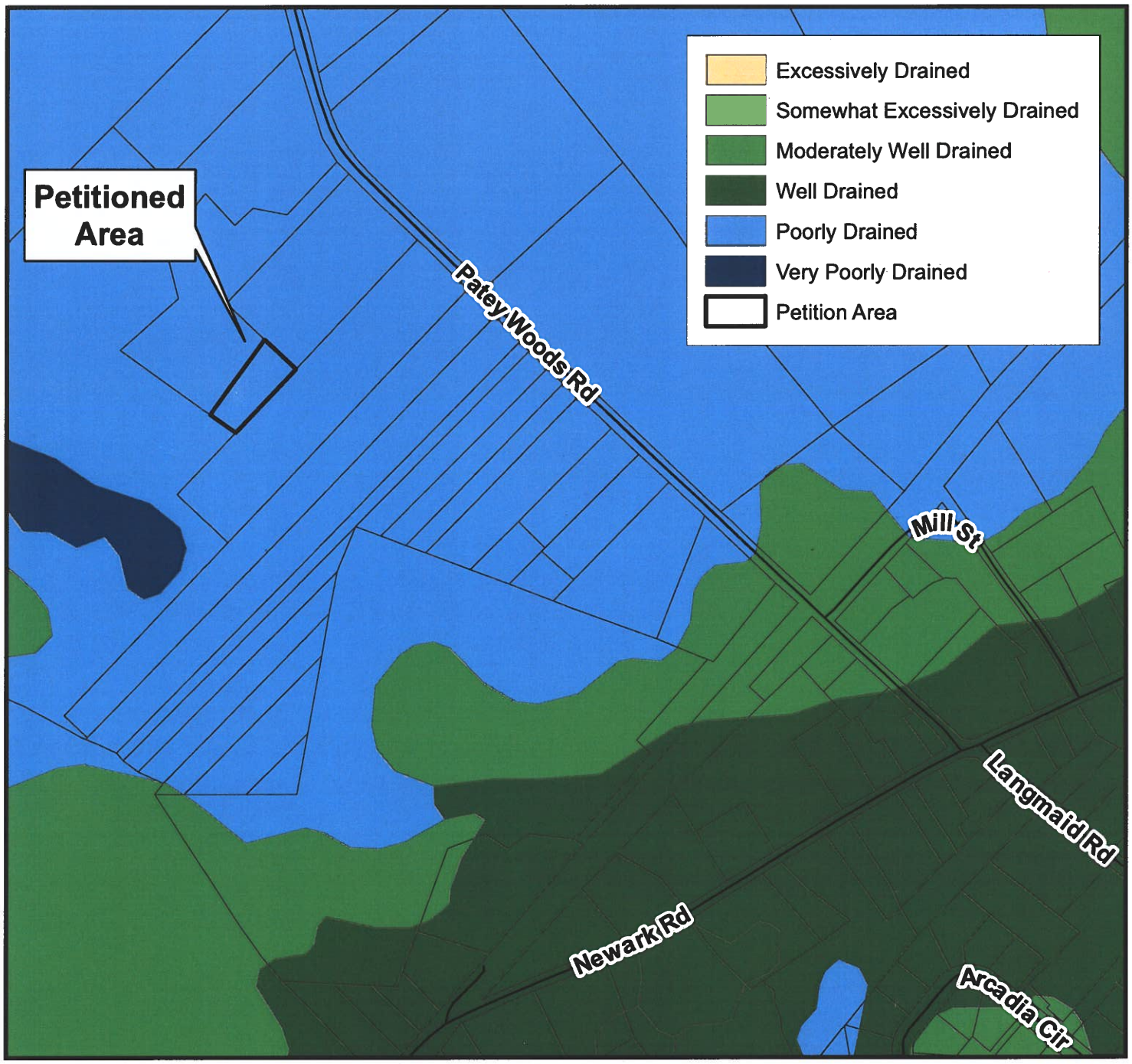
Source: 2006 Land Use Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 435
V-1 Village District to A-1 Agricultural District
Tax Map: 40, Parcel 38

SOIL SURVEY MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 2022

0 250 500
Feet

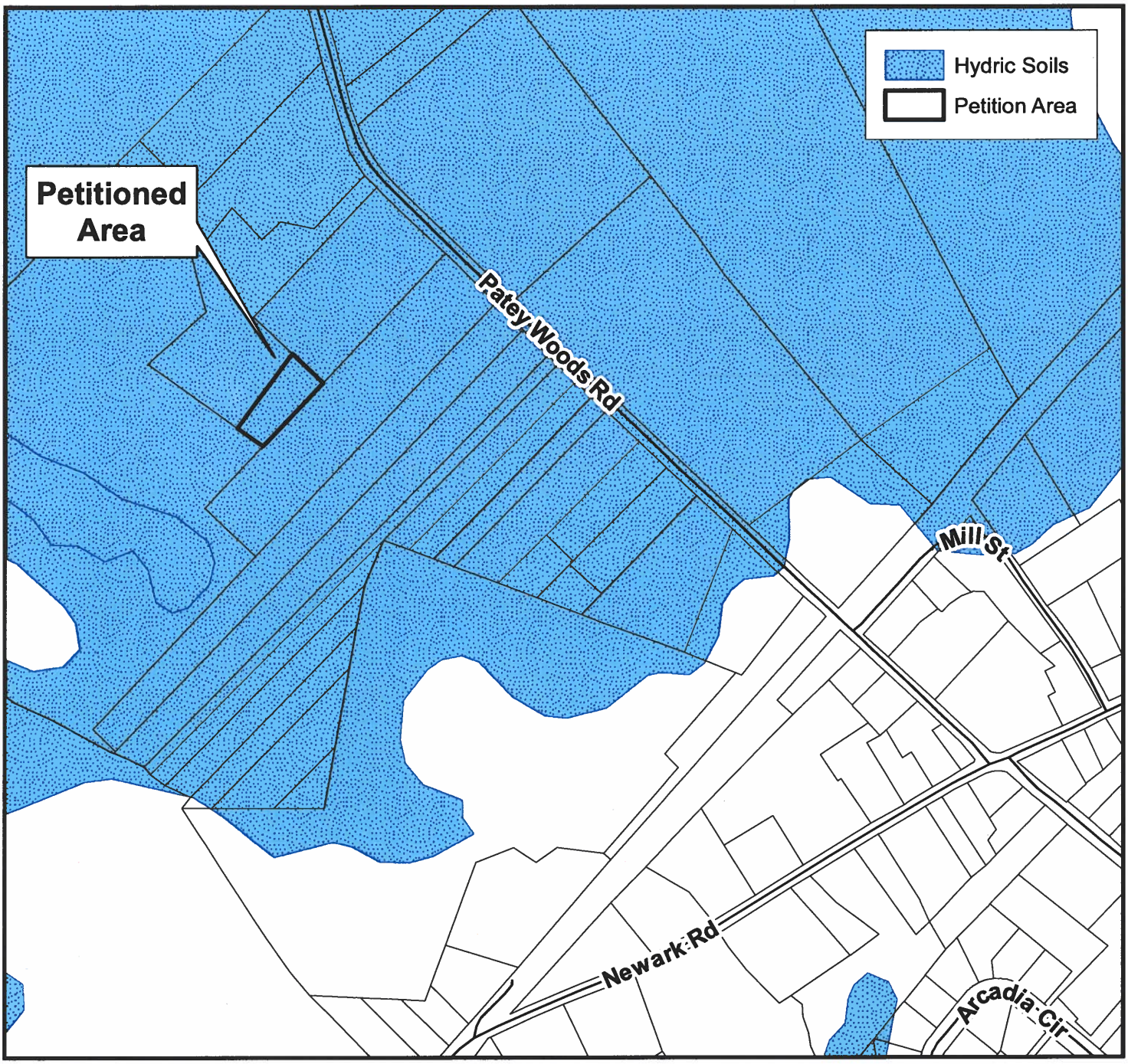
Source: 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 435
V-1 Village District to A-1 Agricultural District
Tax Map: 40, Parcel 38

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared February 2022

0 250 500
Feet

Source: 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: GP

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. 435**
Worcester County Tax Map 40, Parcel 38
0.5 Acres
V-1 Village District to A-1 Agricultural District

Date: 3/22/22

This response to your request for comments is prepared for the map amendment application associated with the above referenced properties. 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 a mistake occurred in the November 3, 2009 Comprehensive Rezoning. 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.*

1. The subject property has a designation of Sewer Service Category S-6 (No planned service) in the *Master Water and Sewerage Plan.* The property was not included within the Newark Sanitary Service Area.
2. This proposed rezoning is proposed for a portions of the property located in an area outside the ACBCA. That area will be not be subject to the Forest Conservation Law (FCL) per NR 1-403(s) and the property is less than 40,000 square feet in size.

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISON
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
Chris Classing, P.E., Deputy Director, Worcester County Public Works Department
Kevin Lynch, Roads Superintendent, Worcester County Public Works Department
Matt Owens, 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. Starner, Commander, Barracks V, Maryland State Police
Rebecca L. Jones, Health Officer, Worcester County Health Department
Luke Marcek, Project Manager, Maryland Forest Service
Nelson D. Brice, District Conservationist, Worcester County Natural Resources Conservation Service
Steve Orth, Fire Chief, Newark Volunteer Fire Department

FROM: Gary Pusey, Deputy Director GP

DATE: February 10, 2022

RE: Rezoning Case No. 435- Henry Robinson, Property Owner and Hugh Cropper, IV, Attorney- South Side of Patey Woods Road

****

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application on April 7, 2022. This application seeks to rezone approximately .5 acres of land shown on Tax Map 40 as Parcel 38, from V-1 Village District to A-1 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.

The application indicates the property owner intends to place a single-wide manufactured home on the property, which is not permitted in the V-1 District.

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 MARCH 18, 2022***. 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.***

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

Attachments

MARYLAND'S Coast WORCESTER COUNTY

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

May 6, 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: Worcester County Joint Public Hearing Notice

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 19, 2022 and May 26, 2022. Thank you.

Notice of Public Hearing
for
Worcester County Water and Sewerage
Plan Amendment
and
Expansion of the Mystic Harbour
Sanitary Service Area

The Worcester County Commissioners will hold a concurrent public hearing to consider applications filed by Hugh Cropper, IV, on behalf of KCK7, LLC c/o Cole Taustin , for a proposed amendment to the Worcester County Water and Sewerage Plan and an expansion of the Mystic Harbour Sanitary Service Area. The application for the amendment to the Water and Sewerage Plan seeks to expand the Mystic Harbour sewer planning area to include a single property located at 12325 Old Bridge Road in West Ocean City Maryland. The proposed amendment would allow the owner to connect to, and receive service from, the Mystic Harbour sanitary service area. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendment at its meeting of April 7, 2022 and found it to be consistent with the Worcester County Comprehensive Plan. The County Commissioners will also evaluate the proposed expansion of the sanitary service area in accordance with the provisions of Section PW 5-305 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland and the staff report. The County Commissioners will hold a

PUBLIC HEARING
ON
TUESDAY, JUNE 7th, 2022
AT 10:40AM
In the
County Commissioners' Meeting Room
Room 1101 – Government Center
One West Market Street
Snow Hill, Maryland 21863

For additional information, please contact the County Administration at (410) 632-1220 x 1601 or visit the County website at: online at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

ITEM 18

APPROVED

MARYLAND'S Coast WORCESTER COUNTY

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

WSY 5/5/22

Memorandum

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

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

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

Date: 4/22/22

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

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

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

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

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

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

Attachments

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

And

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

Attachment 1

EP Transmittal letter and report to the Planning Commission

DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

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

Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 / FAX: 410-632-2012

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

March 29, 2022

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

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

Dear Commissioners:

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

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

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

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

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

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

Comprehensive Plan Policies

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

1. Commercial Center

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

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

The *Comprehensive Plan* goes on to state:

Chapter One, "Introduction" states:

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

Chapter Three, "Natural Resources" states:

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

Chapter Three, "TMDLs" states:

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

Chapter Six, "Public Infrastructure" states:

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

Zoning

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

Staff's Comments

Staff comments are submitted below for your consideration.

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

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

Sincerely,

Robert J. Mitchell, LEHS, REHS/RS
Director

Attachments

cc: WS Amendment File (SW 2021-04)

Attachment 1

Maps

0 0.075 0.15 0.3 Miles

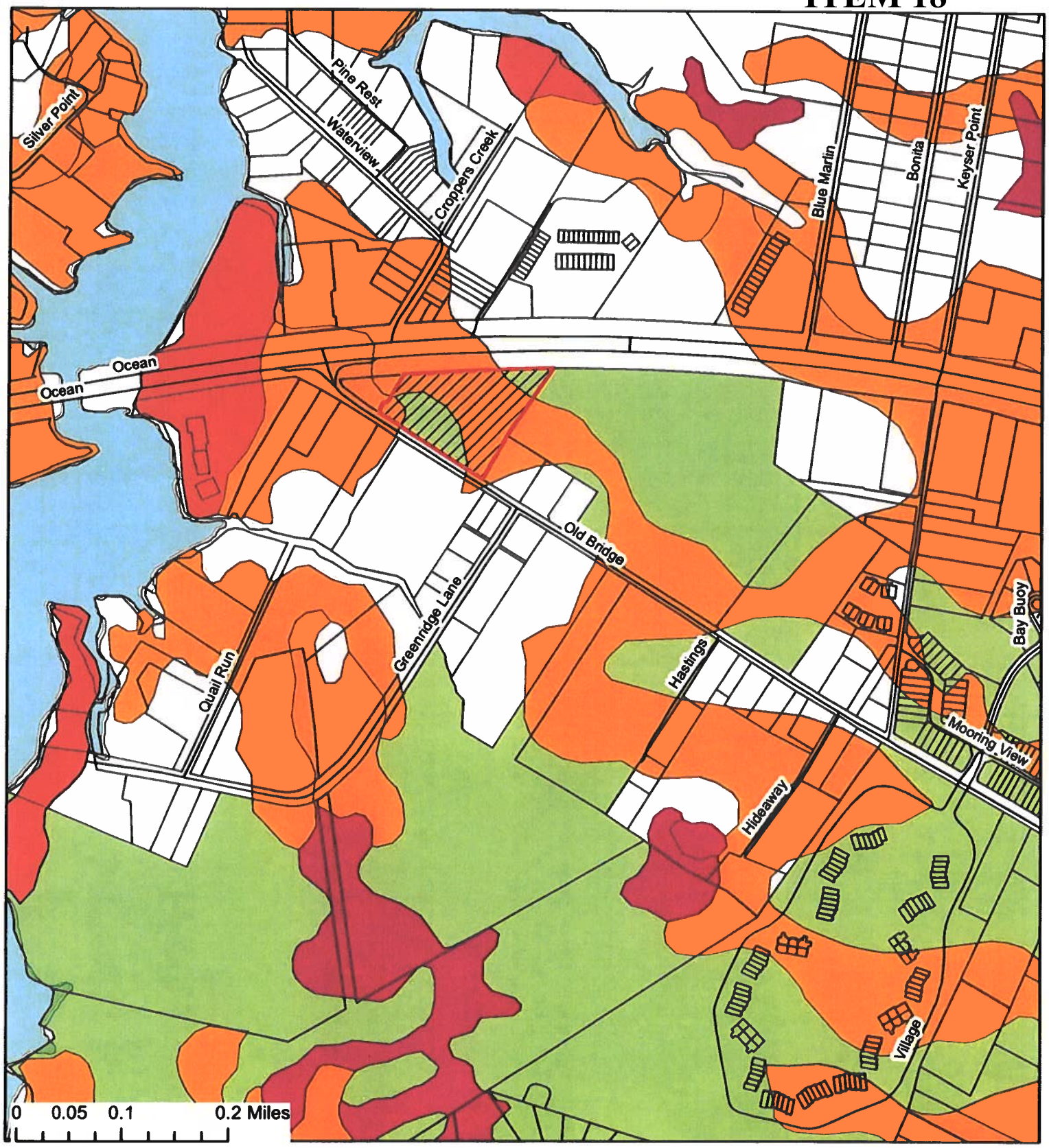
Mystic Harbour Service Area

- S1 Proposed- Expansion Area
- S1
- S3

Aerial Image

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

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



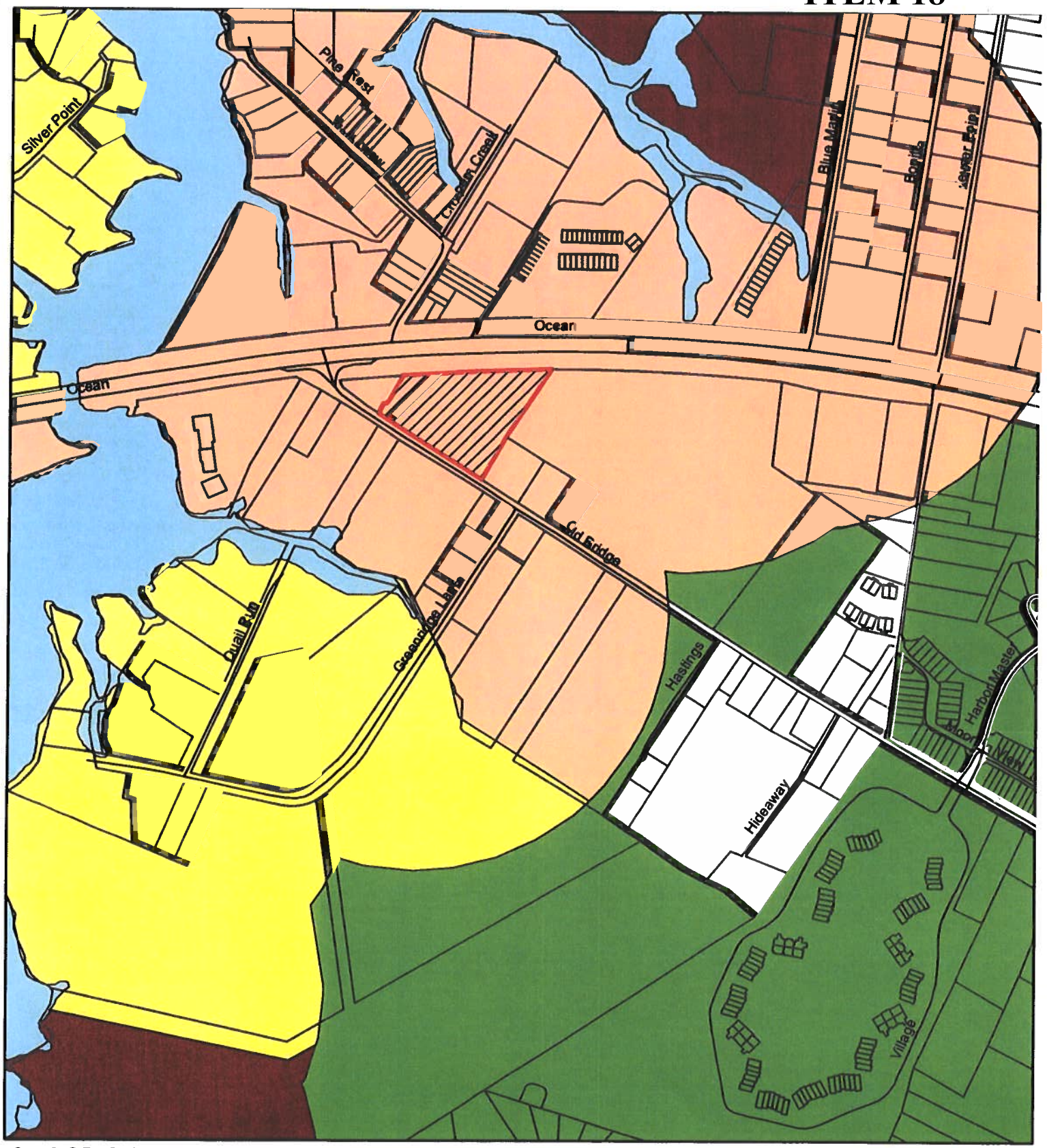
Mystic Harbour Service Area

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

Ag Sustainability

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

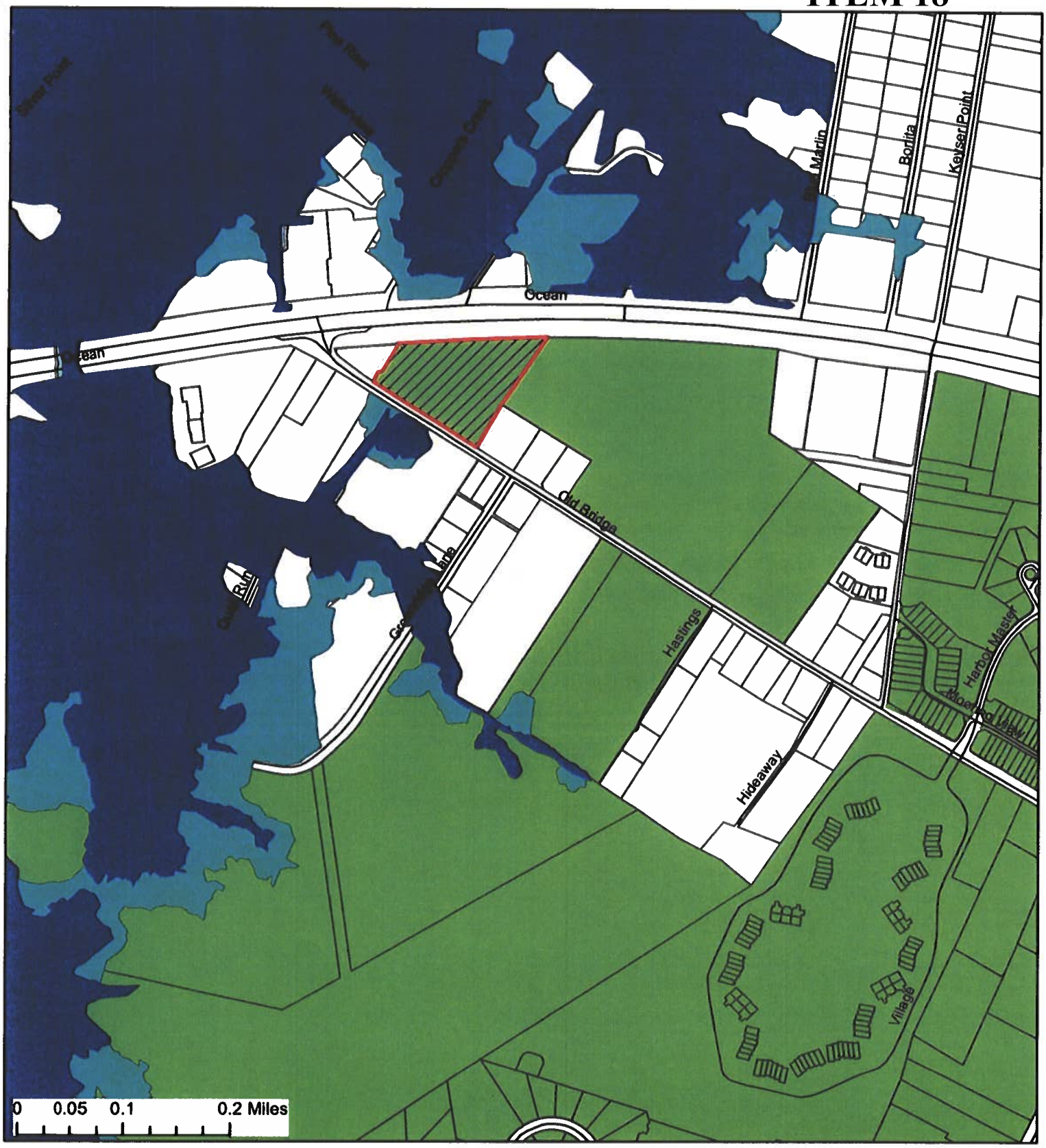
Prepared by the Worcester County Department of Environmental Programs
January 07, 2022



Critical Area

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

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



Mystic Harbour Service Area

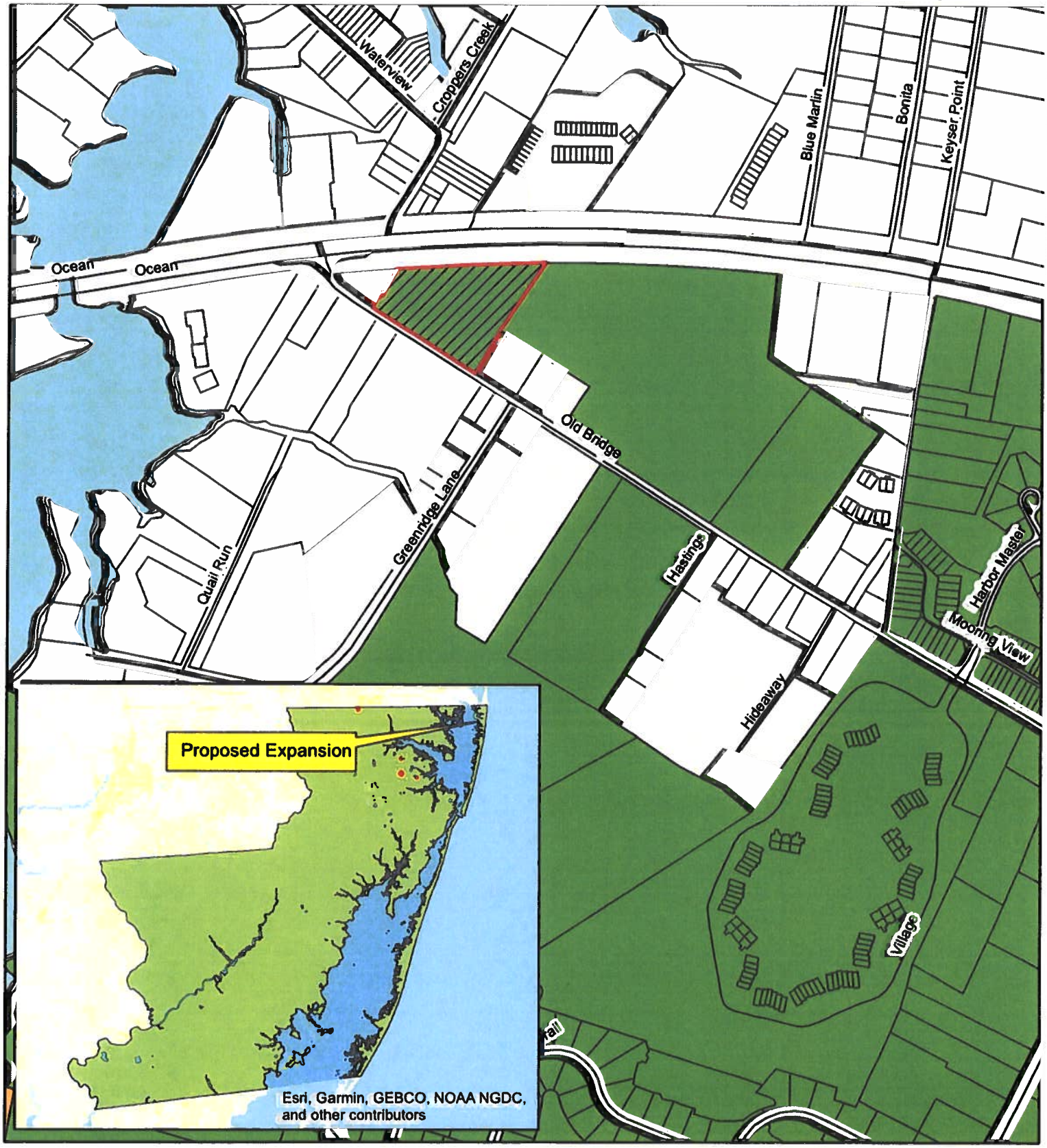
Flood Zone

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

Floodplain

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

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



0 0.075 0.15 0.3 Miles

Mystic Harbour Service Area

- S1 Proposed- Expansion Area
- ProposedAmendAddition
- S1
- S3

General Location Map

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

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

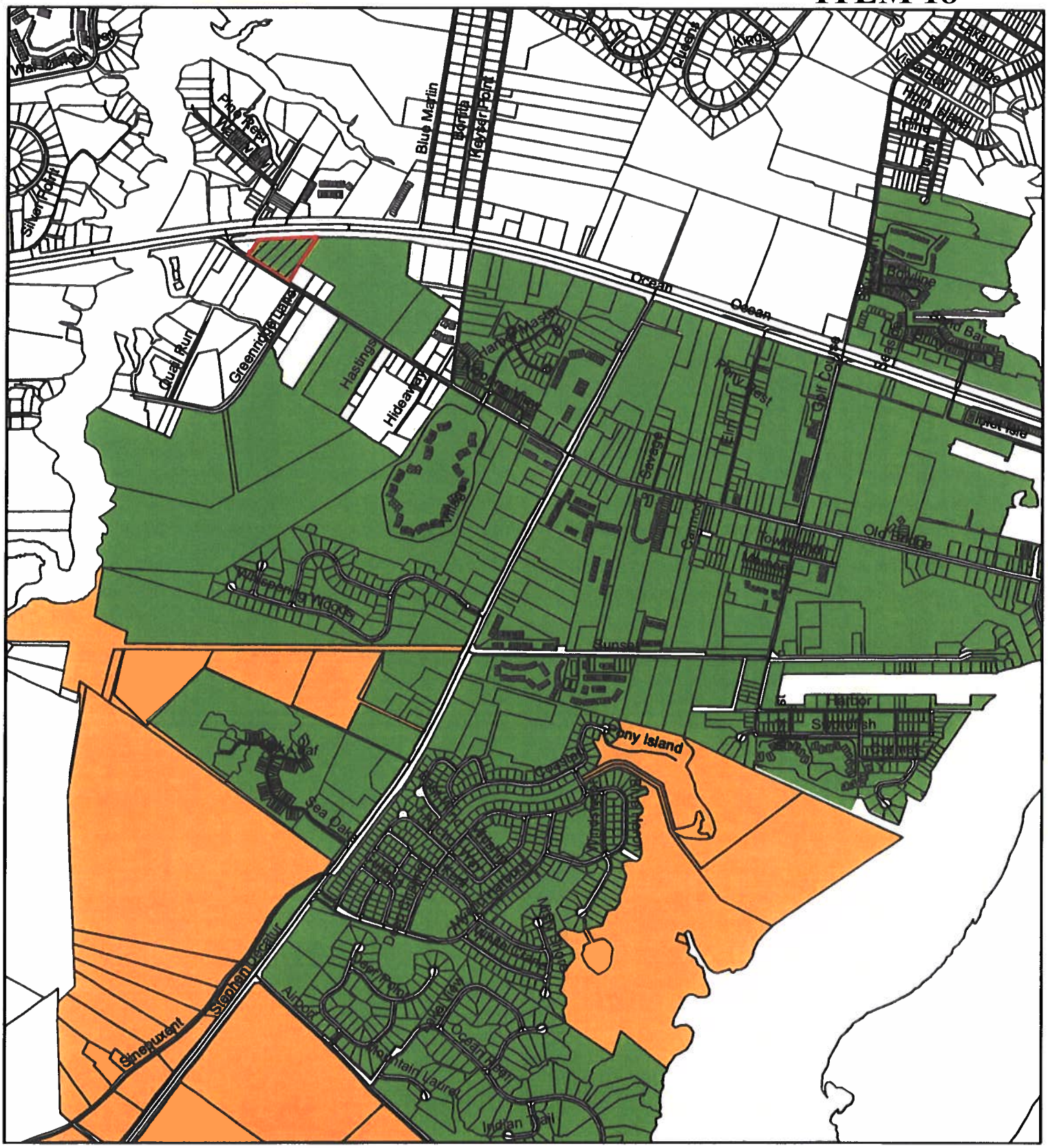
Mystic Harbour Service Area

- S1 Proposed-Expansion Area
- S1
- S3
- Agriculture
- Atlantic Ocean
- Commercial Center
- Existing Developed Centers
- Green Infrastructure
- Growth Area
- Industry
- Institutional
- Major rivers
- Municipality
- Village
- Waterbody (bays, ponds)
- Waterway (rivers, streams, creeks)

Land Use Plan

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

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



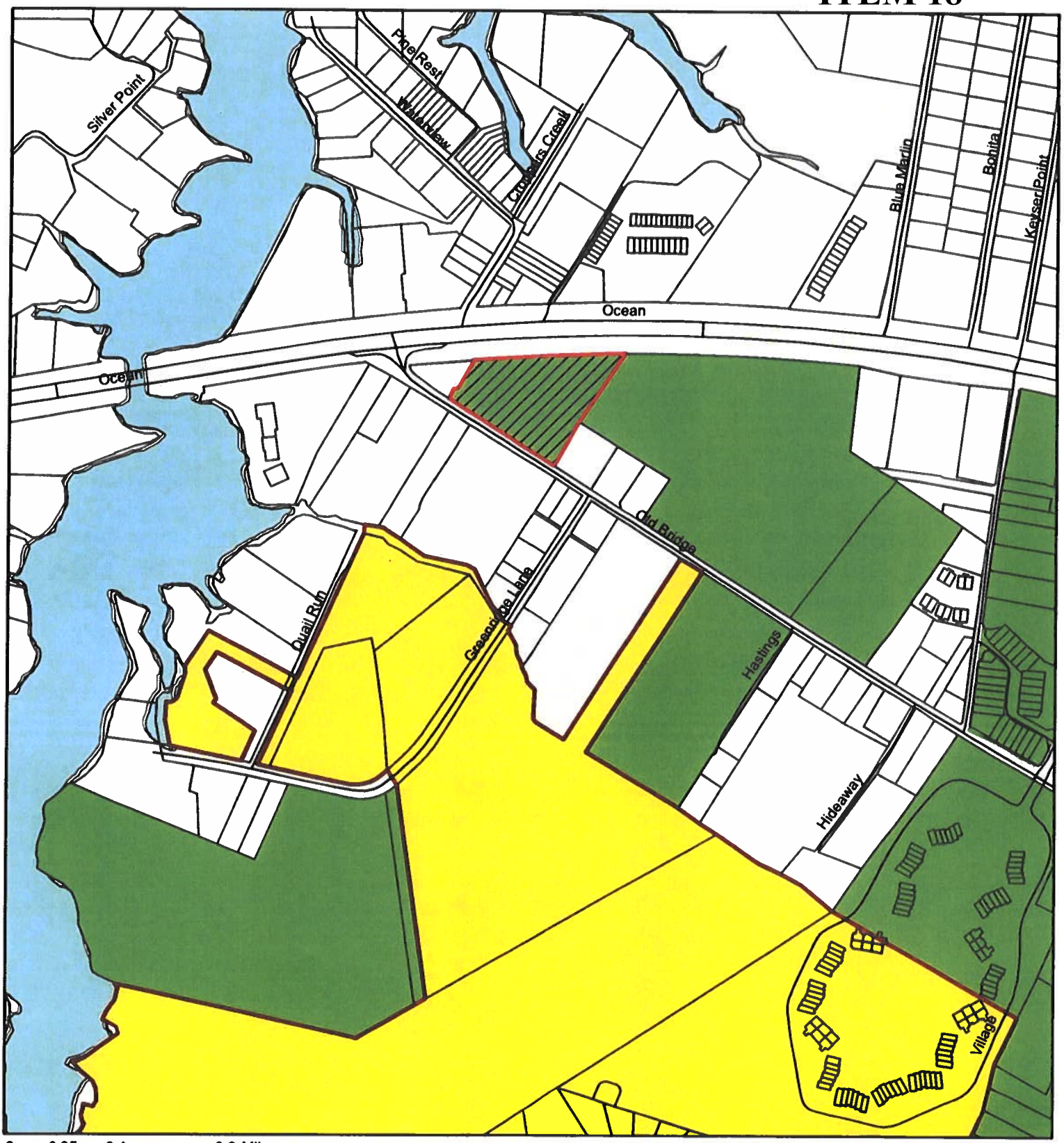
Mystic Harbour Service Area

- S1 Proposed- Expansion Area
- S1
- S3

Proposed Amendment

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

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



Proposed Sewer Planning Areas

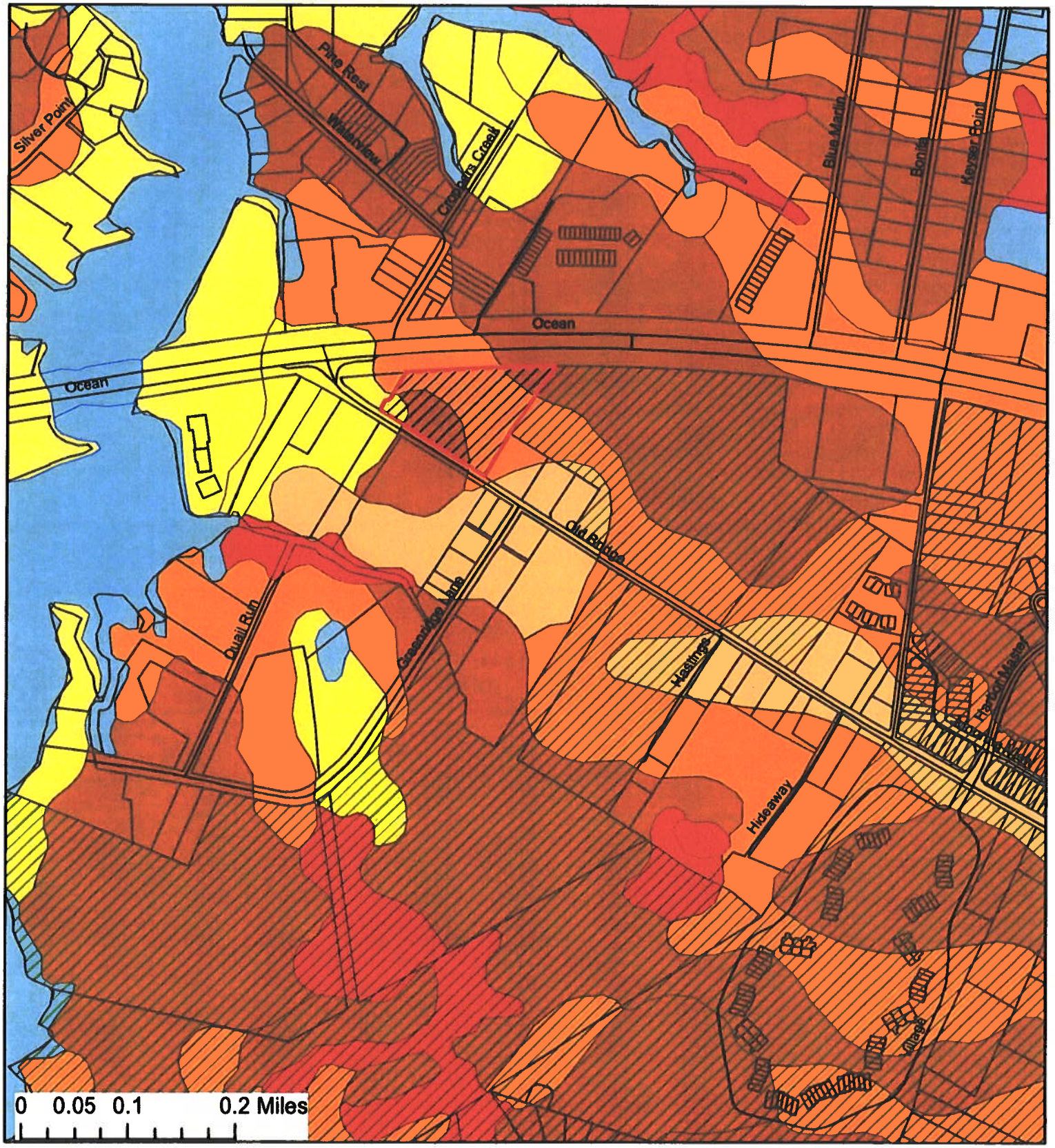
Mystic Harbor Sewer Areas
Case # SW-2021-04

S1 Proposed- Expansion Area
Mystic Harbor Sewer

Mystic Harbor Service Area

S1
S3

Prepared by the Worcester County
Department of Environmental Programs
January 05, 2022



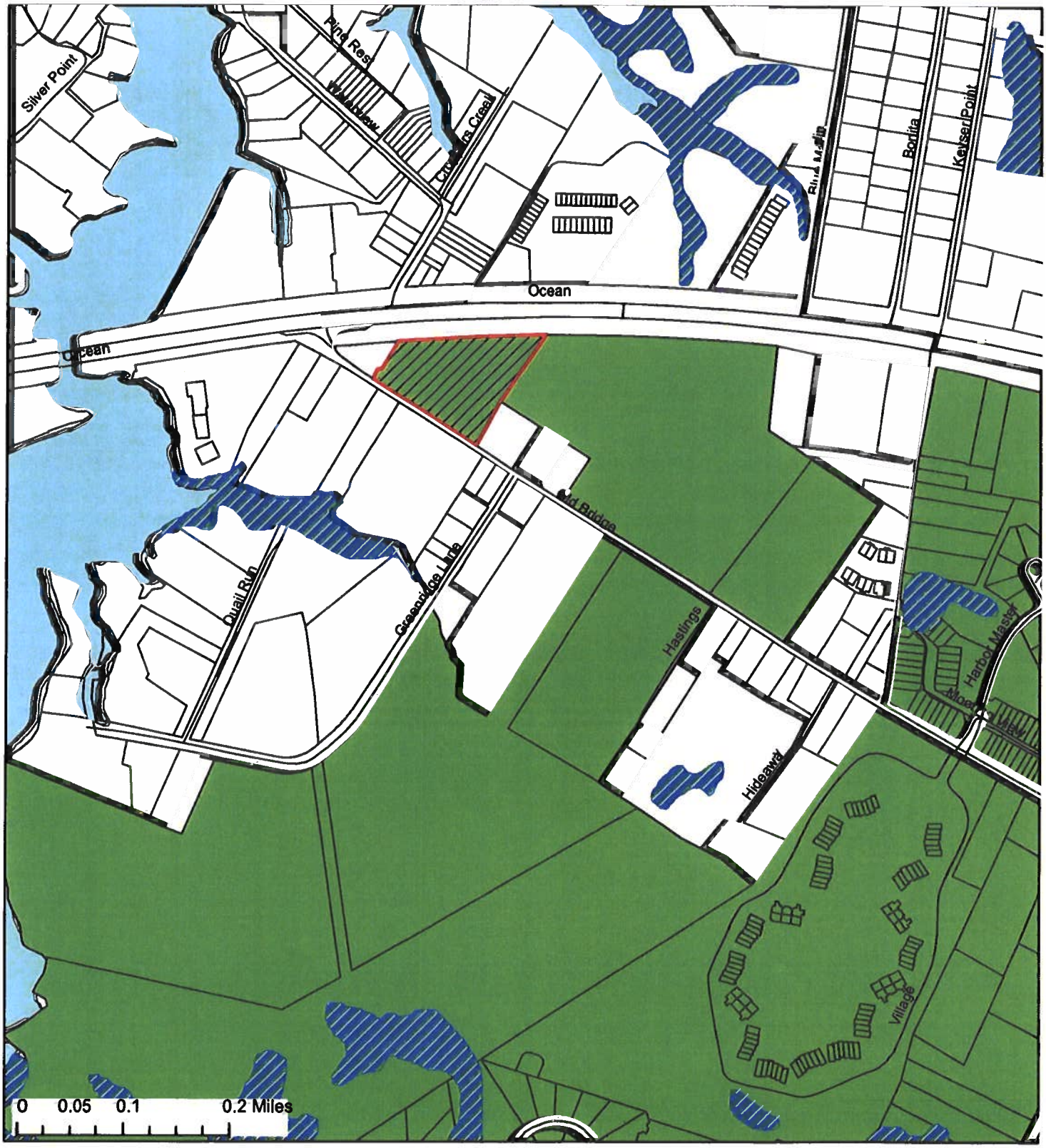
Mystic Harbour Service Area

- S1 Proposed-Expansion Area
- S1
- S3
- Water
- Excessively drained
- Moderately well drained
- Poorly drained
- Somewhat excessively drained
- Very poorly drained
- Well drained

Soil Drainage Types

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

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



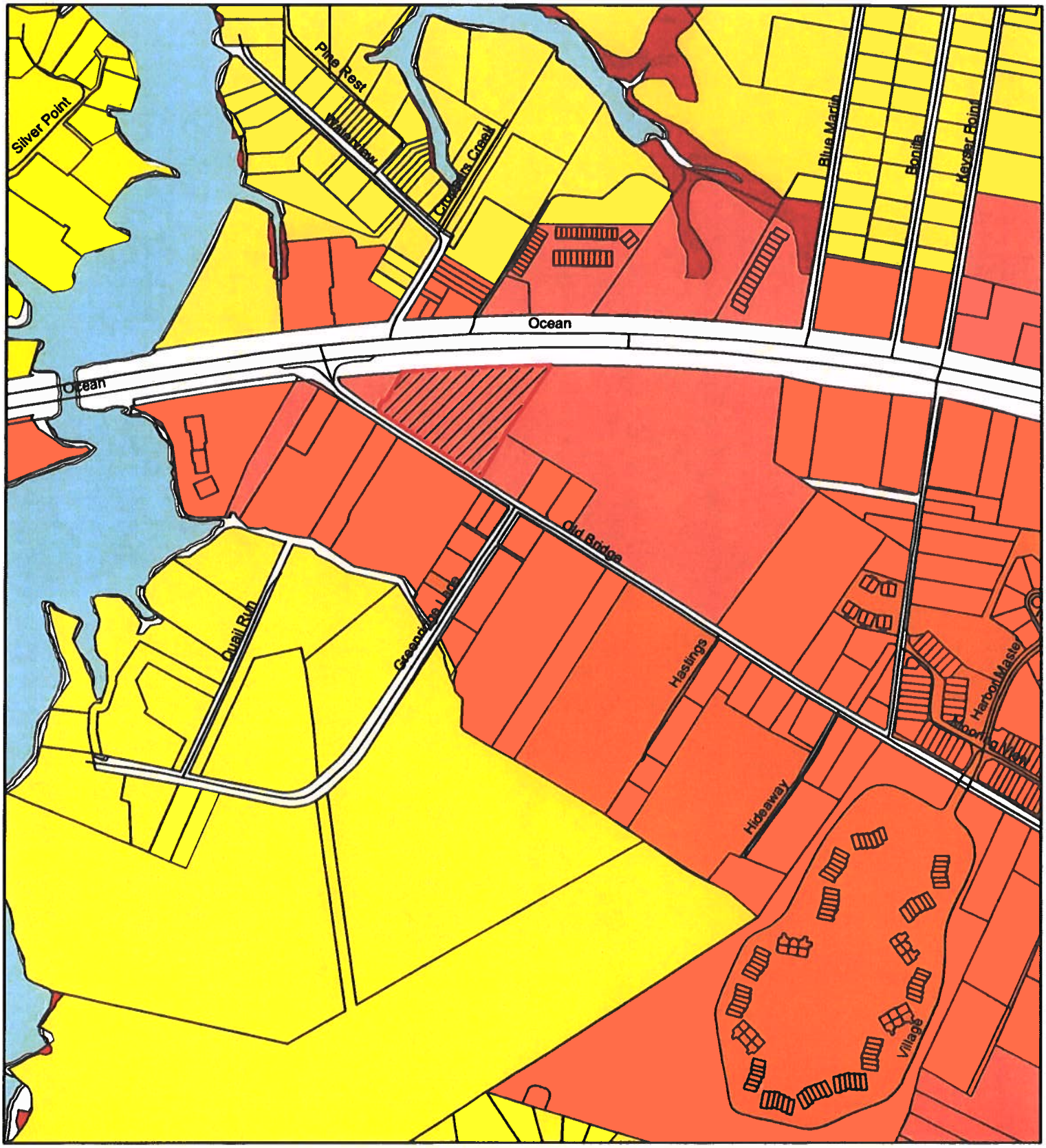
Mystic Harbour Service Area

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

Wetlands

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

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



0 0.05 0.1 0.2 Miles

Zoning Designation

- C2
- R1
- R2
- R4
- RP

Mystic Harbour Service Area

- S1 Proposed- Expansion Area

Zoning

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

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

Attachment 2

Application

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

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

*ADMITTED MD & DC
**ADMITTED MD, DC & VA

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

WEBSITE
www.bbcmlaw.com

December 13, 2021

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

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

Dear Mr. Mitchell:

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

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

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

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

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

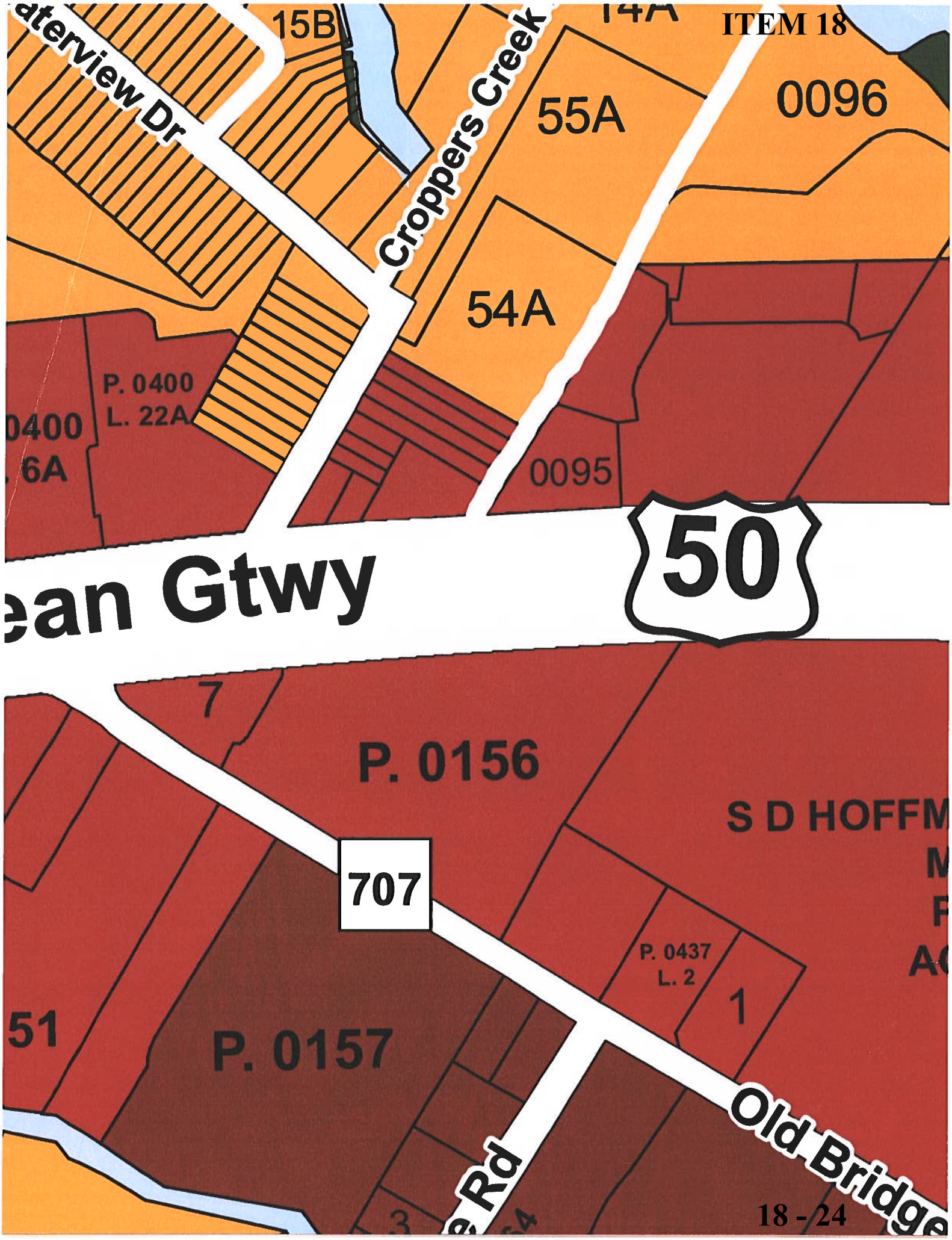
The application fee in the amount of $500.00 is attached.

Have a great day.

Very truly yours,

Hugh Cropper IV

HC/tgb


aterview Dr
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Old Bridge
e Rd
3

Attachment 2

Minutes from the Planning Commission on April 2, 2022

VII. Comprehensive Water and Sewerage Plan Amendment

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

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

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

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

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

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Department of Environmental Programs
Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

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

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

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

Date: 4/22/22

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

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

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

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

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

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

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

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

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will, or in the future may be, served by the proposed expansion. The existing property will now be served by Mystic Harbour sewer, which will provide the necessary capacity that does not exist in the West Ocean City Sanitary Area for the proposed project. This will eliminate reliance on the West Ocean City Sanitary EDUs which are in short supply. It will provide flexibility for the County to serve this property within either area.

2. The construction of this property to the Mystic Harbour collection and system is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the service area customers with the property owner responsible for the construction of the connection to County sewer. An acceptable Public Works agreement for construction and turnover of said facilities will also need to be approved and accepted by the County.

3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. In addition to the findings outlined in number 1 above, the fact that the infrastructure will be approved and operated by the County will permit the orderly development of the subject property within the area. The applicant will need to secure adequate capacity from the Mystic Sanitary Service Area through the allocation process specified in County Commissioner Resolution 17-19.

4. The proposal will not be unduly detrimental to the environment of the County. A public system in this area with the necessary capacity to serve the proposed development should provide for greater degrees of protection of the environment of the County. This is upland property and is not adjacent to any water bodies.

5. The design and operation of the facility will be completed according to State and County guidelines. Plans will be approved by the Department of Public Works and construction work will be inspected and approved prior to turnover. The applicant is responsible for all costs associated with design and permitting of the infrastructure. The County will be responsible for operations, with the costs being paid for by the applicant.

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

Attachments

1. Application
2. Map for the Proposed SSA Addition

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

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

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

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**ADMITTED MD, DC & VA

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

WEBSITE
www.bbcmlaw.com

December 9, 2021

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

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

Dear Mr. Mitchell:

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

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

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

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

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

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

With respect to individual findings, please consider the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

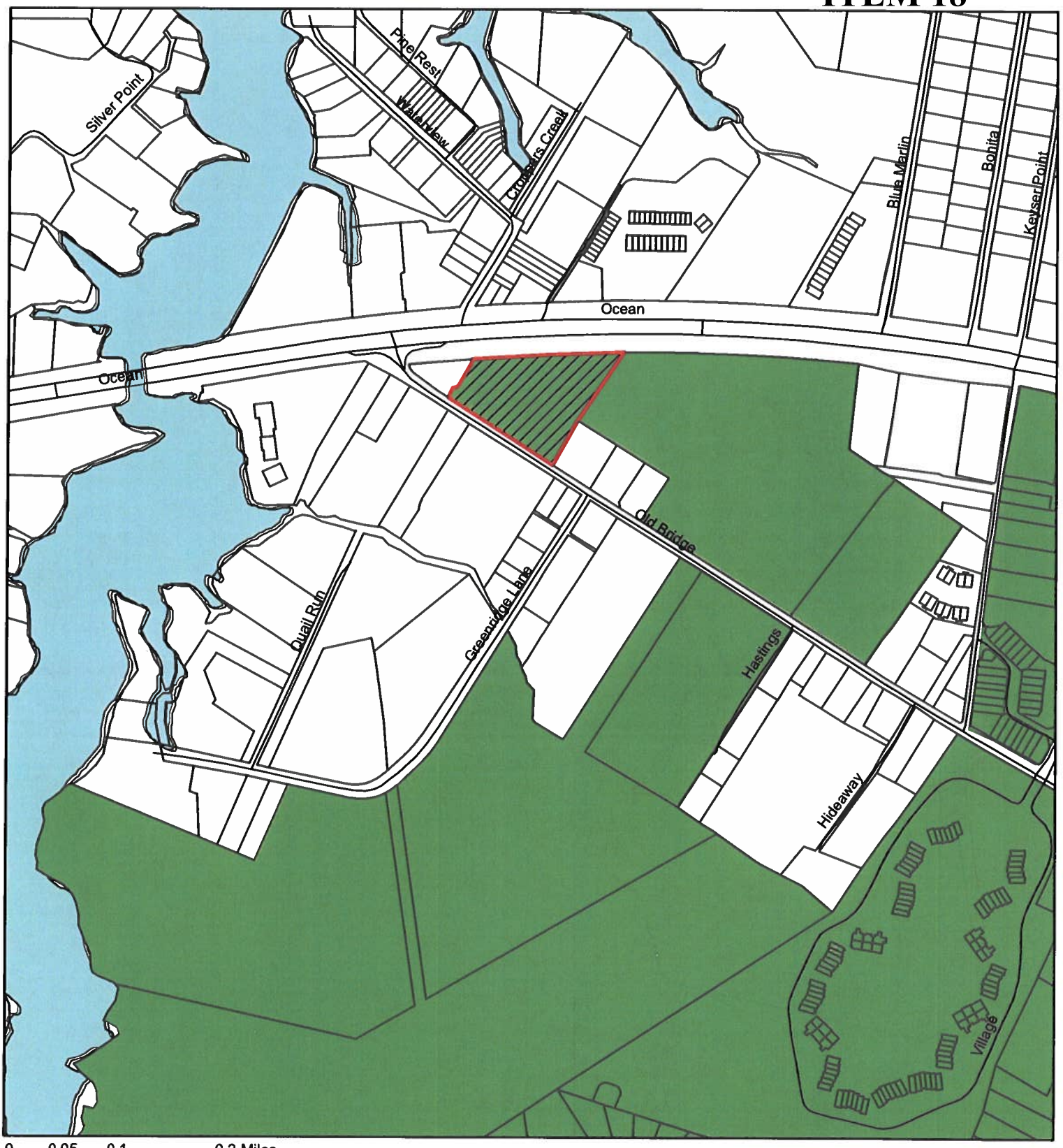
The subject property is adjacent to existing properties located in the MHSSA.

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

Very truly yours,

Hugh Cropper IV

HC/tgb
CC: Steve Engel, Vista Design
Cole J. Taustin



Proposed Sanitation Area Expansion

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

Proposed Expansion Area

Mystic Harbor Service Area

S1

S3

Prepared by the Worcester County
Department of Environmental Programs
March 14, 2022

MARYLAND'S Coast WORCESTER COUNTY

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

April 26, 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 Notice Worcester County Water and Wastewater Enterprise Fund

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 19, 2022 and May 26, 2022. We would like these notices to appear as separate **display advertisements** in the papers under the terms of our advertising agreement with you. Please make the advertisements approximately 3 columns wide and surrounded by a prominent border. Thank you.

Notice of Public Hearing
Worcester County Water and Wastewater Enterprise Fund
FY 2022/2023 Requested Budgets and Assessments

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed operating budgets, assessments, user charges and other charges for each of the 11 sanitary service areas operated by the Worcester County Department of Public Works, Water & Wastewater Division:

Tuesday, June 7, 2022 at 10:45 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

Copies of the proposed operating budgets for the 11 sanitary service areas are available for public inspection in the County Commissioners' Office in Room 1103 of the County Government Center in Snow Hill and online at www.co.worcester.md.us.

The 11 sanitary service areas and proposed changes to the user charges are as follows:

Assateague Pointe – increase from $90 to $96 per Equivalent Dwelling Unit (EDU) per quarter domestic water flat charge; increase from $140.50 to $150 per EDU per quarter domestic sewer flat charge; and increase from $25 to $27 per lot grinder pump flat surcharge.
Briddletown – increase from $66 to $69 per EDU per quarter domestic water flat fee; increase from $27 to $30 swimming pool flat charge; and increase from $60 to $65 irrigation flat charge; increase in commercial water base fee ranging from $56.75 to $472.50 at present to $62.43 to $519.75 based on total EDU's; and increase in water usage charge from $9.75 to $10.73 per thousand gallons.
Edgewater Acres – increase from $175 to $183.75 per EDU per quarter domestic water and sewer base fee; and increase from $150 to $157.40 per EDU per quarter domestic sewer flat charge.
The Landings – increase from $250 to $267.50 per EDU per quarter domestic water and sewer base fee; increase from $39 to $42 per EDU per quarter Lewis Road domestic water base fee; increase in commercial water and sewer base fees ranging from $295 to $2,461 at present to $324.50 to $2,707.10 based on total EDUs; and increase from $240 to $257 per EDU per quarter accessibility fee.
Lighthouse Sound – increase from $215 to $230 per EDU per quarter domestic sewer flat charge; increase from $100 to $107 per EDU per quarter sewer accessibility fee.
Mystic Harbour - increase from $178 to $195.80 per EDU per quarter domestic water and sewer base fee; increase from $175.75 to $193.33 per EDU per quarter domestic sewer flat charge; and increase in commercial water and sewer base fees ranging from $227 to $1,890 at present to $249.70 to $2,079 based on total EDUs;

increase from $150 to $165 per EDU per quarter water and sewer accessibility fee; and increase from $48.75 to $53.20 per EDU per quarter sunset village domestic water flat charge.

Newark - increase from $216 to $222 per EDU per quarter domestic water and sewer base fee; increase from $266 to $274 per EDU per quarter commercial water and sewer base fee.

Ocean Pines – increase from $179 to $187 per EDU per quarter domestic water and sewer base fee; increase from $164.75 to $170.75 per EDU per quarter domestic sewer flat charge; increase from $141 to $146 per White Horse Park lot per quarter per domestic water and sewer flat charge; increase in commercial water and sewer base fees ranging from $227 to $1,890 at present to $242.89 to $2,022.30 based on total EDUs; reduction in quarterly debt service from $37 per EDU to $36; and increase in quarterly supplemental debt service from $20 per EDU to $31.

Riddle Farm - increase from $200 to $220 per EDU per quarter domestic water and sewer base fee; increase in commercial water and sewer base fees ranging from $227 to $1,890 at present to $249.70 to $2,079 based on total EDUs.

River Run - increase from $150 to $158 per EDU per quarter domestic sewer flat charge; increase from $56 to $59 per EDU per quarter domestic water base fee.

West Ocean City - no proposed changes.

In addition to user charges, assessments will be levied in the Mystic Harbour, Newark, Ocean Pines, Riddle Farm and Snug Harbour service areas or sub-areas to make debt payments. All assessments shall be made on an EDU basis.

For additional information, contact the Worcester County Treasurer's Office at 410-632-9309.

THE WORCESTER COUNTY COMMISSIONERS

Worcester County

Water & Wastewater

Ratepayer's Guide to the

FY 2022/23 Requested

Operating Budgets

Notice of Public Hearing
Worcester County Water and Wastewater Enterprise Fund
FY 2022/2023 Requested Budgets and Assessments

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In addition to user charges, assessments will be levied in the Mystic Harbour, Newark, Ocean Pines, Riddle Farm and Snug Harbour service areas or sub-areas to make debt payments. All assessments shall be made on an EDU basis.

For additional information, contact the Worcester County Treasurer's Office at 410-632-9309.

Citizens and Government Working Together

Board of County Commissioners of Worcester County

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

Weston S. Young, Chief Administrative Officer
Phillip G. Thompson, Finance Officer

Produced by the Worcester County Treasurer's Office as an aid to understanding the Water and Wastewater Enterprise Fund Budget.

For more information on the budget, please call (410) 632-9309.

Worcester County Department of Public Works
Water & Wastewater Division

Introduction

The Water and Wastewater Division was setup as an Enterprise Fund. The purpose of an Enterprise Fund is to account for functions of the County in which user charges are collected to cover the cost of the service being provided. The use of consistent budgeting methods combined with the required use of generally accepted accounting principles provides the County with accrual basis data to measure the financial strength of the fund. In addition, the use of consistent accounting and budgeting provides comparable data to evaluate the performance of the fund from year to year.

Water & Wastewater Services

The County currently provides water and/or sewer service to approximately 14,900 customers in 11 different service areas. The department currently operates 8 wastewater treatment facilities, 58 wastewater pumping stations, and 17 water supply wells which pumped over 622 million gallons of water during 2021. User charges cover the operation and maintenance of these facilities. In addition, user charges are also used to pay for the administrative and technical support functions provided by the Treasurer's Office and the Department of Public Works, respectively. The Treasurer's Office mails and collects over 59,600 bills annually. The Department of Public Works provides construction management and engineering support to the department.

Other Charges

In addition to the user charges already mentioned, an equivalent dwelling unit (EDU) charge is collected in six of the County Service Areas or sub-areas including Mystic Harbour, Newark, Ocean Pines, Oyster Harbor, Riddle Farm, and Snug Harbor. An EDU is a measurement which is approximately the same amount of water and sewer flow as an average single family residence. The purpose of EDU assessments in the service area or sub-area is to collect funds to pay any debt related to the acquisition or construction of sanitary facilities.

Where Can Information Be Obtained on the FY 2022/23 Budget?

Copies of the proposed budgets for each service area are available at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland and online at www.co.worcester.md.us. For additional information, contact the Worcester County Treasurer's Office at (410) 632-9309.

Total WWW Budgets

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	12,306,564	12,808,446	501,882	4.08%
Interest & Penalties	157,200	151,600	(5,600)	-3.56%
Operating Grants	30,000	31,500	1,500	5.00%
Other Revenue	240,128	241,497	1,369	0.57%
Transfer From Other Funds	138,328	138,328	-	0.00%
Transfer From (To) Reserves	230,652	587,843	357,191	154.86%
	13,102,872	13,959,214	856,342	6.54%
Expenses				
Personnel Services	5,497,296	5,684,417	187,121	3.40%
Supplies & Materials	984,292	1,005,157	20,865	2.12%
Maintenance & Services	4,886,485	5,287,598	401,113	8.21%
Other Charges	167,697	436,294	268,597	160.17%
Interfund Charges	809,602	807,748	(1,854)	-0.23%
Capital Equipment	757,500	738,000	(19,500)	-2.57%
	13,102,872	13,959,214	856,342	6.54%

Ocean Pines

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	7,414,426	7,719,583	305,157	4.12%
Interest and Penalties	83,000	83,000	-	0.00%
Other Revenue	215,000	215,000	-	0.00%
Transfer From (To) Reserves	11,143	(8,170)	(19,313)	-173.32%
	7,723,569	8,009,413	285,844	3.70%
Expenses				
Personnel Services	3,847,210	3,887,564	40,354	1.05%
Supplies & Materials	527,634	547,854	20,220	3.83%
Maintenance & Services	2,201,069	2,472,007	270,938	12.31%
Other Charges	105,302	292,134	186,832	177.42%
Interfund Charges	494,854	494,854	0	0.00%
Capital Equipment	547,500	315,000	(232,500)	-42.47%
	7,723,569	8,009,413	285,844	3.70%

Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from $179.00 to $187.00
Proposed increase in domestic sewer flat charge from $164.75 to $170.75
Proposed increase in domestic nonmetered White Horse Park flat charge from $141.00 to $146.00 per lot
Proposed increase in commercial water and sewer base fees ranging from $227.00 to $1,890.00 at present to $242.89 to $2,022.30 based on total EDUs
Proposed reduction in quarterly debt service from $37 per EDU to $36
Proposed increase in quarterly supplemental debt service from $20 per EDU to $31

	2021/22 Budget	2022/23 Request	
Domestic:			
Metered Water & Sewer			
Base Fee	$179.00	$187.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	$1.60	$1.60	Per Thousand
10,001 - 25,000	$3.50	$3.50	Per Thousand
25,001 - 35,000	$6.00	$6.00	Per Thousand
35,001 - 45,000	$9.00	$9.00	Per Thousand
over 45,000	$15.00	$15.00	Per Thousand
Nonmetered Sewer			
Sewer Only	$164.75	$170.75	Flat Charge
Nonmetered Water & Sewer			
White Horse Park - 100 GPD/Lot	$141.00	$146.00	Flat Charge

Ocean Pines cont.

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	
Commercial:			
Metered Water & Sewer			
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)			
1 EDU	$227.00	$242.89	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 27,000 Gallons	$6.00	$6.00	Per Thousand
over 27,000 Gallons	$10.00	$10.00	Per Thousand
2 EDU's	$315.00	$337.05	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 54,000 Gallons	$6.00	$6.00	Per Thousand
over 54,000 Gallons	$10.00	$10.00	Per Thousand
3-13 EDU's	$630.00	$674.10	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 351,000 Gallons	$6.00	$6.00	Per Thousand
over 351,000 Gallons	$10.00	$10.00	Per Thousand
14-24 EDU's	$945.00	$1,011.15	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 648,000 Gallons	$6.00	$6.00	Per Thousand
over 648,000 Gallons	$10.00	$10.00	Per Thousand
25-39 EDU's	$1,260.00	$1,348.20	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,053,000 Gallons	$6.00	$6.00	Per Thousand
over 1,053,000 Gallons	$10.00	$10.00	Per Thousand
40+ EDU's	$1,890.00	$2,022.30	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,250,000 Gallons	$6.00	$6.00	Per Thousand
over 1,250,000 Gallons	$10.00	$10.00	Per Thousand
EDU:			
Standard EDU	$37.00	$36.00	Per EDU per Quarter
Supplemental EDU (14 & 19 Bonds)	$20.00	$31.00	Per EDU per Quarter

Assateague Pointe

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	259,132	277,704	18,572	7.17%
Interest and Penalties	3,750	3,750	-	0.00%
Other Revenue			-	N/A
Transfer From (To) Reserves	43,247	22,699	(20,548)	-47.51%
	306,129	304,153	(1,976)	-0.65%
Expenses				
Personnel Services	112,025	121,619	9,594	8.56%
Supplies & Materials	28,332	28,383	51	0.18%
Maintenance & Services	108,894	113,234	4,340	3.99%
Other Charges	5,863	11,860	5,997	102.29%
Interfund Charges	31,015	29,057	(1,958)	-6.31%
Capital Equipment	20,000		(20,000)	N/A
	306,129	304,153	(1,976)	-0.65%

Proposed Quarterly Rates

Proposed increase in water and sewer park trailer flat charge from $90.00 to $96.00
Proposed increase in sewer flat charge from $140.50 to $150.00
Proposed increase in grinder pump surcharge from $25.00 to $27.00 per lot

	2021/22 Budget	2022/23 Request	
Domestic:			
Nonmetered Water & Sewer			
Water & Sewer - 110 GPD Units	$90.00	$96.00	Flat Charge
Sewer Only - 250 GPD Units	$140.50	$150.00	Flat Charge
Grinder Pump Surcharge per Lot	$25.00	$27.00	Flat Charge

Briddletown

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	13,330	14,144	814	6.11%
Interest and Penalties	550	550	-	0.00%
Operating Grants	30,000	31,500	1,500	5.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	223	(522)	(745)	-334.08%
	44,103	45,672	1,569	3.56%
Expenses				
Personnel Services	8,163	8,857	694	8.50%
Supplies & Materials	1,111	1,114	3	0.27%
Maintenance & Services	33,062	33,401	339	1.03%
Other Charges	326	755	429	131.60%
Interfund Charges	1,441	1,545	104	7.22%
Capital Equipment	-	-	-	N/A
	44,103	45,672	1,569	3.56%

Proposed Quarterly Rates

Proposed increase in water only flate rate from $66.00 to $69.00
Proposed increase in swimming pool flate rate from $27.00 to $30.00
Proposed increase in irrigation system flate rate from $60.00 to $65.00
Proposed increase in commercial water base fees ranging from $56.75 to $472.50 at present to $62.43 to $519.75 based on total EDUs
Proposed increase in usage fees from $9.75 to $10.73 per thousand gallons

	2021/22 Budget	2022/23 Request	
Domestic:			
Nonmetered Water			
Water Only	$66.00	$69.00	Flat Charge
Swimming Pool (in-ground)	$27.00	$30.00	Flat Charge
Irrigation System	$60.00	$65.00	Flat Charge
Commercial:			
Metered Water			
Base Fee Range (EDU's)			
1	$56.75	$62.43	Flat Charge
2	$78.75	$86.63	Flat Charge
3-13	$157.50	$173.25	Flat Charge
14-24	$236.25	$259.88	Flat Charge
25-39	$315.00	$346.50	Flat Charge
40+	$472.50	$519.75	Flat Charge
Usage (Gallons)	$9.75	$10.73	Per Thousand

Edgewater Acres

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	242,912	253,838	10,926	4.50%
Interest and Penalties	2,000	2,000	-	0.00%
Other Revenue	-	865	865	N/A
Transfer From (To) Reserves	(10,756)	(4,316)	6,440	-59.87%
	234,156	252,387	18,231	7.79%
Expenses				
Personnel Services	49,788	54,347	4,559	9.16%
Supplies & Materials	4,433	4,455	22	0.50%
Maintenance & Services	165,558	176,596	11,038	6.67%
Other Charges	2,272	4,884	2,612	114.96%
Interfund Charges	12,105	12,105	-	0.00%
Capital Equipment	-	-	-	N/A
	234,156	252,387	18,231	7.79%

Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from $175.00 to $183.75
Proposed increase in nonmetered sewer flat charge from $150.00 to $157.40

	2021/22 Budget	2022/23 Request	
Domestic:			
Metered Water & Sewer			
Base Fee	$175.00	$183.75	Flat Charge
Usage Range (Gallons)			
0 - 10,000	$8.00	$8.00	Per Thousand
10,001 - 35,000	$9.00	$9.00	Per Thousand
35,001 - 45,000	$10.00	$10.00	Per Thousand
over 45,000	$15.00	$15.00	Per Thousand
Nonmetered Water	$103.00	$103.00	Flat Charge
Nonmetered Sewer	$150.00	$157.40	Flat Charge
Front Foot Assessment	$0.02	$0.02	Per Linear Foot per Quarter

Landings

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	323,632	346,851	23,219	7.17%
Interest and Penalties	4,000	4,000	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	27,356	19,431	(7,925)	-28.97%
	354,988	370,282	15,294	4.31%
Expenses				
Personnel Services	115,172	125,702	10,530	9.14%
Supplies & Materials	23,204	23,240	36	0.16%
Maintenance & Services	205,823	205,379	(444)	-0.22%
Other Charges	2,396	7,568	5,172	215.86%
Interfund Charges	8,393	8,393	0	0.00%
Capital Equipment	-	-	-	N/A
	354,988	370,282	15,294	4.31%

Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from $250.00 to $267.50
Proposed increase in lewis road domestic water minimum from $39.00 to $42.00
Proposed increase in commercial water and sewer base fees ranging from $295.00 to $2,461.00 at present to $324.50 to $2,707.10 based on total EDUs
Proposed increase in accessibility fee from $240.00 to $257.00

	2021/22 Budget	2022/23 Request	
Domestic:			
Metered Water & Sewer			
Base Fee	$250.00	$267.50	Flat Charge
Lewis Road - Water Only Base Fee	$39.00	$42.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	$1.60	$1.60	Per Thousand
10,001 - 25,000	$3.50	$3.50	Per Thousand
25,001 - 35,000	$6.00	$6.00	Per Thousand
35,001 - 45,000	$9.00	$9.00	Per Thousand
over 45,000	$15.00	$15.00	Per Thousand

*water only service (metered) shall be billed at 25% of the above proposed rates

Landings cont.

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	
Commercial:			
Metered Water & Sewer			
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)			
1 EDU	$295.00	$324.50	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 27,000 Gallons	$6.00	$6.00	Per Thousand
over 27,000 Gallons	$10.00	$10.00	Per Thousand
2 EDU's	$395.00	$423.50	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 54,000 Gallons	$6.00	$6.00	Per Thousand
over 54,000 Gallons	$10.00	$10.00	Per Thousand
3-13 EDU's	$824.00	$906.40	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 351,000 Gallons	$6.00	$6.00	Per Thousand
over 351,000 Gallons	$10.00	$10.00	Per Thousand
14-24 EDU's	$1,231.00	$1,354.10	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 648,000 Gallons	$6.00	$6.00	Per Thousand
over 648,000 Gallons	$10.00	$10.00	Per Thousand
25-39 EDU's	$1,637.00	$1,800.70	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,053,000 Gallons	$6.00	$6.00	Per Thousand
over 1,053,000 Gallons	$10.00	$10.00	Per Thousand
40+ EDU's	$2,461.00	$2,707.10	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,250,000 Gallons	$6.00	$6.00	Per Thousand
over 1,250,000 Gallons	$10.00	$10.00	Per Thousand
Accessibility- Domestic & Commercial:	$240.00	$257.00	Flat Charge per EDU

*water only service (metered) shall be billed at 25% of the above proposed rates.

Lighthouse Sound

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	100,300	107,300	7,000	6.98%
Interest and Penalties	700	700	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	9,022	(2,429)	(11,451)	-126.92%
	110,022	105,571	(4,451)	-4.05%
Expenses				
Personnel Services	54,403	59,121	4,718	8.67%
Supplies & Materials	12,406	12,423	17	0.14%
Maintenance & Services	38,433	26,819	(11,614)	-30.22%
Other Charges	1,178	3,606	2,428	206.11%
Interfund Charges	3,602	3,602	-	0.00%
Capital Equipment	-	-	-	N/A
	110,022	105,571	(4,451)	-4.05%

Proposed Quarterly Rates

Proposed increase in domestic sewer flat charge from $215.00 to $230.00
Proposed Increase in accessibility fee from $100.00 to $107.00

	2021/22 Budget	2022/23 Request	
Domestic:			
Nonmetered Sewer (improved lot)	$215.00	$230.00	Flat Charge per EDU
Accessibility (unimproved lot)	$100.00	$107.00	Flat Charge per EDU

Mystic Harbour

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	1,344,127	1,431,161	87,034	6.48%
Interest & Penalties	15,000	15,000	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From Other Funds	138,328	138,328	-	0.00%
Transfer From (To) Reserves	206,296	280,607	74,311	36.02%
	1,703,751	1,865,096	161,345	9.47%
Expenses				
Personnel Services	600,428	656,563	56,135	9.35%
Supplies & Materials	244,006	244,231	225	0.09%
Maintenance & Services	635,047	687,229	52,182	8.22%
Other Charges	20,112	49,915	29,803	148.19%
Interfund Charges	99,158	99,158	0	0.00%
Capital Equipment	105,000	128,000	23,000	21.90%
	1,703,751	1,865,096	161,345	9.47%

Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from $178.00 to $195.80
Proposed increase in domestic sewer flat charge from $175.75 to $193.33
Proposed increase in commercial water and sewer base fees ranging from $227.00 to $1,890.00 at present to $249.70 to $2,079.00 based on total EDUs
Proposed increase in accessibility fee from $150.00 per EDU per quarter to $165.00

Domestic:	2021/22 Budget	2022/23 Request	
Metered Water & Sewer			
Base Fee	$178.00	$195.80	Flat Charge
Usage Range (Gallons)			
0 - 10,000	$1.60	$1.60	Per Thousand
10,001 - 25,000	$3.50	$3.50	Per Thousand
25,001 - 35,000	$6.00	$6.00	Per Thousand
35,001 - 45,000	$9.00	$9.00	Per Thousand
over 45,000	$15.00	$15.00	Per Thousand

*water only service (metered) shall be billed at 25% of the above proposed rates.

Nonmetered Sewer	$175.75	$193.33	Flat Charge

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	
Commercial:			
Metered Water & Sewer			
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)			
1 EDU	$227.00	$249.70	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 27,000 Gallons	$6.00	$6.00	Per Thousand
over 27,000 Gallons	$10.00	$10.00	Per Thousand
2 EDU's	$315.00	$346.50	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 54,000 Gallons	$6.00	$6.00	Per Thousand
over 54,000 Gallons	$10.00	$10.00	Per Thousand
3-13 EDU's	$630.00	$693.00	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 351,000 Gallons	$6.00	$6.00	Per Thousand
over 351,000 Gallons	$10.00	$10.00	Per Thousand
14-24 EDU's	$945.00	$1,039.50	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 648,000 Gallons	$6.00	$6.00	Per Thousand
over 648,000 Gallons	$10.00	$10.00	Per Thousand
25-39 EDU's	$1,260.00	$1,386.00	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,053,000 Gallons	$6.00	$6.00	Per Thousand
over 1,053,000 Gallons	$10.00	$10.00	Per Thousand
40+ EDU's	$1,890.00	$2,079.00	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,250,000 Gallons	$6.00	$6.00	Per Thousand
over 1,250,000 Gallons	$10.00	$10.00	Per Thousand
*water only service (metered) shall be billed at 25% of the above proposed rates.			
Accessibility- Domestic & Commercial:	$150.00	$165.00	Flat Charge per EDU
*water only accessibility shall be billed at 25% of the above proposed rate.			
Sewer EDU:	$66.00	$66.00	Per EDU per Quarter

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

Sunset Village

Proposed Quarterly Rates

Proposed increase in nonmetered water only flat charge from $48.75 to $53.20

	2021/22 Budget	2022/23 Request	
Water only	$48.75	$53.20	Per EDU - bulk billed to SSV HOA

Billed as part of the Mystic Harbour service area

Snug Harbor

Proposed Quarterly Rates

No proposed changes to quarterly rate

	2021/22 Budget	2022/23 Request	
EDU charge	$162.50	$162.50	Per EDU per Quarter

Sub-area of Assateague Point service area

Newark

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	164,600	175,372	10,772	6.54%
Interest & Penalties	2,000	2,000	-	0.00%
Other Revenue	25,128	25,632	504	2.01%
Transfer From (To) Reserves	(19,758)	(24,608)	(4,850)	24.55%
	171,970	178,396	6,426	3.74%
Expenses				
Personnel Services	89,466	97,330	7,864	8.79%
Supplies & Materials	14,229	12,255	(1,974)	-13.87%
Maintenance & Services	60,494	56,969	(3,525)	-5.83%
Other Charges	1,397	5,458	4,061	290.69%
Interfund Charges	6,384	6,384	0	0.00%
Capital Equipment	-	-	-	N/A
	171,970	178,396	6,426	3.74%

Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from $216.00 to $222.00
Proposed increase in commercial water and sewer base fee from $266.00 to $274.00

		2021/22 Budget	2022/23 Request	
Domestic:				
Metered Water & Sewer				
Base Fee- Includes 3,000 Gallons		$216.00	$222.00	Flat Charge
Usage Range (Gallons) over 3,000		$7.00	$7.00	Per Thousand
Commercial:				
Metered Water & Sewer				
Base Fee- Includes 3,000 Gallons		$266.00	$274.00	Flat Charge
Usage Range (Gallons) over 3,000		$14.00	$14.00	Per Thousand
EDU:	Debt Service	$27.00	$27.00	Per EDU per Quarter
	Sewer Debt Service	$55.00	$55.00	Per EDU per Quarter

Riddle Farm

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	786,053	798,528	12,475	1.59%
Interest & Penalties	6,500	5,000	(1,500)	-23.08%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	26,723	228,239	201,516	754.09%
	819,276	1,031,767	212,491	25.94%
Expenses				
Personnel Services	324,798	354,725	29,927	9.21%
Supplies & Materials	74,461	76,564	2,103	2.82%
Maintenance & Services	373,740	439,009	65,269	17.46%
Other Charges	7,329	22,521	15,192	207.29%
Interfund Charges	23,948	23,948	0	0.00%
Capital Equipment	15,000	115,000	100,000	666.67%
	819,276	1,031,767	212,491	25.94%

Proposed Quarterly Rates

Proposed increase in domestic base fee from $200.00 to $220.00
Proposed increase in commercial water and sewer base fees ranging from $227.00 to $1,890.00 at present to $249.70 to $2,079.00 based on total EDUs

Domestic:	2021/22 Budget	2022/23 Request	
Metered Water & Sewer			
Base Fee	$200.00	$220.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	$1.60	$1.60	Per Thousand
10,001 - 25,000	$3.50	$3.50	Per Thousand
25,001 - 35,000	$6.00	$6.00	Per Thousand
35,001 - 45,000	$9.00	$9.00	Per Thousand
over 45,000	$15.00	$15.00	Per Thousand

Riddle Farm cont.

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	
Commercial:			
Metered Water & Sewer			
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)			
1 EDU	$227.00	$249.70	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 27,000 Gallons	$6.00	$6.00	Per Thousand
over 27,000 Gallons	$10.00	$10.00	Per Thousand
2 EDU's	$315.00	$346.50	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 54,000 Gallons	$6.00	$6.00	Per Thousand
over 54,000 Gallons	$10.00	$10.00	Per Thousand
3-13 EDU's	$630.00	$693.00	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 351,000 Gallons	$6.00	$6.00	Per Thousand
over 351,000 Gallons	$10.00	$10.00	Per Thousand
14-24 EDU's	$945.00	$1,039.50	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 648,000 Gallons	$6.00	$6.00	Per Thousand
over 648,000 Gallons	$10.00	$10.00	Per Thousand
25-39 EDU's	$1,260.00	$1,386.00	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,053,000 Gallons	$6.00	$6.00	Per Thousand
over 1,053,000 Gallons	$10.00	$10.00	Per Thousand
40+ EDU's	$1,890.00	$2,079.00	Flat Charge
0 - 10,000 Gallons	$4.00	$4.00	Per Thousand
10,001 - 1,250,000 Gallons	$6.00	$6.00	Per Thousand
over 1,250,000 Gallons	$10.00	$10.00	Per Thousand
Accessibility:	$150.00	$150.00	Flat Charge per EDU
EDU:	$9.00	$9.00	Per EDU per Quarter
Effluent Disposal Charge	$35.00	$35.00	Per EDU per Quarter

River Run

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	175,000	186,872	11,872	6.78%
Interest and Penalties	700	600	(100)	-14.29%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	18,702	37,209	18,507	98.96%
	194,402	224,681	30,279	15.58%
Expenses				
Personnel Services	61,588	62,808	1,220	1.98%
Supplies & Materials	21,367	21,377	10	0.05%
Maintenance & Services	99,514	97,543	(1,971)	-1.98%
Other Charges	1,796	2,816	1,020	56.79%
Interfund Charges	10,137	10,137	0	0.00%
Capital Equipment	-	30,000	30,000	N/A
	194,402	224,681	30,279	15.58%

Proposed Quarterly Rates

Proposed increase to domestic sewer base fee from $150.00 to $158.00
Proposed increase to domestic water base fee from $56.00 to $59.00

	2021/22 Budget	2022/23 Request	
Domestic:			
Nonmetered Sewer	$150.00	$158.00	Flat Charge
Metered Water			
Base Fee	$56.00	$59.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	$0.50	$0.50	Per Thousand
10,001 - 25,000	$1.09	$1.09	Per Thousand
25,001 - 35,000	$1.88	$1.88	Per Thousand
35,001 - 45,000	$2.81	$2.81	Per Thousand
over 45,000	$4.69	$4.69	Per Thousand

West Ocean City

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Difference	(%)
Revenue				
Charges for Services	1,483,052	1,497,093	14,041	0.95%
Interest & Penalties	39,000	35,000	(4,000)	-10.26%
Other Revenue	-		-	N/A
Transfer From (To) Reserves	(81,546)	39,703	121,249	-148.69%
	1,440,506	1,571,796	131,290	9.11%
Expenses				
Personnel Services	234,255	255,781	21,526	9.19%
Supplies & Materials	33,109	33,261	152	0.46%
Maintenance & Services	964,851	979,412	14,561	1.51%
Other Charges	19,726	34,777	15,051	76.30%
Interfund Charges	118,565	118,565	0	0.00%
Capital Equipment	70,000	150,000	80,000	114.29%
	1,440,506	1,571,796	131,290	9.11%

Proposed Quarterly Rates

No proposed changes to quarterly rate

	2021/22 Budget	2022/23 Request	
Domestic:			
Nonmetered Sewer	$10.50	$10.50	Per fixture quarterly
Commercial:			
Nonmetered Sewer	$14.25	$14.25	Per fixture quarterly

MARYLAND'S Coast WORCESTER COUNTY

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

April 26, 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 Notice Worcester County Solid Waste Enterprise Fund

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 19, 2022 and May 26, 2022. We would like these notices to appear as separate **display advertisements** in the papers under the terms of our advertising agreement with you. Please make the advertisements approximately 3 columns wide and surrounded by a prominent border. Thank you.

Notice of Public Hearing
Worcester County
Solid Waste Enterprise Fund
FY 2022/2023 Requested Operating Budget

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2022/2023 Solid Waste Enterprise Fund Operating Budget as requested by the Worcester County Department of Public Works, Solid Waste Division on:

Tuesday, June 7, 2022 at 10:45 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The Proposed Budget maintains the current solid waste tipping fee of $75 per ton for municipal waste and $80 per ton for construction and demolition debris. Copies of the detailed budget are available for public inspection at the County Commissioners' Office in Room 1103 of the County Government Center in Snow Hill or online at www.co.worcester.md.us.

WORCESTER COUNTY
2022/2023 REQUESTED OPERATING BUDGET

SOLID WASTE ENTERPRISE FUND

Personnel Services	$1,451,172
Supplies & Materials	$34,295
Maintenance & Services	$1,402,225
Other Charges	$758,037
Debt Service	$444,154
Interfund Charges	$(198,957)
Capital Equipment	$920,000
TOTAL REQUESTED EXPENSES	$4,810,926

Tipping Fees	$4,165,900
Permits	$4,500
Interest and Penalties	$5,046
Other Revenue	$330,000
Transfer from Reserves	$305,480
TOTAL ESTIMATED REVENUES	$4,810,926

For additional information, contact the Worcester County Treasurer's Office at 410-632-9309.

THE WORCESTER COUNTY COMMISSIONERS

Worcester County

Solid Waste Division

FY 2022/2023 Requested

Operating Budgets

Notice of Public Hearing
Worcester County
Solid Waste Enterprise Fund
FY 2022/2023 Requested Operating Budget

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2022/2023 Solid Waste Enterprise Fund Operating Budget as requested by the Worcester County Department of Public Works, Solid Waste Division on:

Tuesday, June 7, 2022 at 10:40 a.m.
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The Proposed Budget maintains the current solid waste tipping fee of $75 per ton for municipal waste and $80 per ton for construction and demolition debris. Copies of the detailed budget are available for public inspection at the County Commissioners' Office in Room 1103 of the County Government Center in Snow Hill or online at www.co.worcester.md.us.

WORCESTER COUNTY
2022/2023 REQUESTED OPERATING BUDGET

SOLID WASTE ENTERPRISE FUND

Personnel Services	$1,451,172
Supplies & Materials	$34,295
Maintenance & Services	$1,402,225
Other Charges	$758,037
Debt Service	$444,154
Interfund Charges	$(198,957)
Capital Equipment	$920,000
TOTAL REQUESTED EXPENSES	$4,810,926
Tipping Fees	$4,165,900
Permits	$4,500
Interest and Penalties	$5,046
Other Revenue	$330,000
Transfer from Reserves	$305,480
TOTAL ESTIMATED REVENUES	$4,810,926

For additional information, contact the Worcester County Treasurer's Office at 410-632-9309.

Citizens and Government Working Together

Board of County Commissioners of Worcester County

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Weston S. Young, Chief Administrative Officer
Phillip G. Thompson, Finance Officer

Produced by the Worcester County Treasurer's Office as an aid to understanding the Solid Waste Enterprise Fund Budget.

For more information on the budget, please call (410) 632-9309.

WORCESTER COUNTY
Solid Waste Division
Enterprise Funds

	2021/22 Budget	2022/23 Request	($) Variance	(%) Variance
Revenue				
Tipping Fees	4,109,057	4,165,900	56,843	1.38%
Permits	4,500	4,500	-	0.00%
Interest & Penalties	9,800	5,046	(4,754)	-48.51%
Other Revenue	-	330,000	330,000	N/A
Transfer (To)/From Reserves	(648,174)	305,480	953,654	-147.13%
	3,475,183	4,810,926	1,335,743	38.44%
Expenses				
Personnel Services	1,456,204	1,451,172	(5,032)	-0.35%
Supplies & Materials	29,625	34,295	4,670	15.76%
Maintenance & Services	1,033,475	1,402,225	368,750	35.68%
Other Charges/Lease Pay	663,887	758,037	94,150	14.18%
Debt Service	446,251	444,154	(2,097)	-0.47%
Interfund Charges	(185,259)	(198,957)	(13,698)	7.39%
Capital Equipment	31,000	920,000	889,000	2867.74%
	3,475,183	4,810,926	1,335,743	38.44%

Tipping Rates:	**Approved**	**Proposed**	
Refuse	75	75	per ton
Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste	80	80	per ton
Construction/Deomolition, Concrete, Boats	80	80	per ton
Asbestos	150	150	per ton
"Clean" concrete	Free	Free	per ton
House Trailers	2,000	2,500	each
Metal	25	25	per ton
Tires			
Industrial/Tractor	600	600	per ton
Truck	10	10	each
Car	3	3	each
Car on rim	5	5	each
Car - large volume	225	225	per ton
Disposed of on landfill	20	20	each
Other:			
Commercial Permit	25	25	per vehicle
Commercial Permit- local government	15	15	per vehicle
Mulch purchase	20	20	per bucket