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

September 12, 2022

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

From: Kim Reynolds, Senior Budget Accountant

Subject: CDBG COVID Round 2 Re-Allocation of Funds
Emergency Rental Assistance Sub-Recipient Grant Agreement

Attached please find the Community Development Block Grant (CDBG) COVID Round 2 Letter to DHCD requesting a re-allocation of fund to the Worcester County Department of Social Services in the amount of $168,120. The CDBG COVID Round 2 Grant which was awarded to Worcester County in FY21 was appropriated to Diakonia, Inc as a sub-recipient to assist individuals and families in Worcester County with emergency rental assistance for a period up to 6 months. The total CDBG funds that were awarded were $336,000.

As of June 30, 2022, Diakonia asked to terminate their sub-recipient grant agreement for the COVID Round 2 funding through CDBG and Worcester County. CDBG has agreed to allow the Worcester County Department of Social Services (as a Sub-recipient of Worcester County) to utilize the remaining funding of this grant to serve our community with rental assistance. DHCD requires a letter stating the change in sub-recipient along with a signed sub-recipient grant agreement in order to utilize the remainder of grant funds.

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ROSCOE R. LESLIE
COUNTY ATTORNEY

September 7, 2022

Department of Housing and Community Development
Attention: CDBG Program
7800 Harkins Road
Lanham, MD 20706

Re: CDBG COVID Round 2 Funding Re-Allocation (CV-2-17)

Dear Ms. Stone,

The County Commissioners of Worcester County would like to re-allocate the remaining CV-2-17 funding to the Worcester County Department of Social Services (a sub-recipient of Worcester County) on reimbursement basis. The previous sub-recipient of this funding (Diakonia, Inc.) has relinquished all interest in administering this grant due to a change in management and lack of staffing. The Worcester County Department of Social Services has the capacity to assist Worcester County residents in need of COVID rental relief.

If you have any questions, please feel free to contact me directly at 410-632-1194 or kreynolds@co.worcester.md.us.

Sincerely,

Kimberly Reynolds
Senior Budget Accountant

Enclosures (sub-recipient grant agreement)

Grant # CV-2-17

Maryland Community Development Block Grant

Subrecipient Agreement

This Subrecipient Agreement dated this 31st day of August 2022 (the "Agreement"), is by and between The County Commissioners of Worcester County, MD , a political subdivision of the State of Maryland (the "Recipient") and Worcester County Department of Social Services , a Maryland, sub-division of government (the "Subrecipient") .

WHEREAS, the Recipient has entered into an agreement (the CDBG Grant Agreement") with the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for a grant in the amount of $ 168,120 (the "CDBG Grant") under the Community Development Block Grant Program ("CDBG" or the "Program") a federal program under the United States Department of Housing and Urban Development ("HUD") which is administered by DHCD;

WHEREAS, One Hundred Sixty Eight Thousand One Hundred Twenty Dollars of the CDBG Grant is being subgranted by the Recipient to the Subrecipient for the purposes described herein;

WHEREAS, the Program is governed by Title I of the Housing and Community Development Act of 1974, an amended (the "Act") and Subpart I of the regulations of the United States Department of Housing and Urban Development which are set forth in 24 CFR 570 (the CDBG Regulations");

WHEREAS, the CDBG Regulations require, among other things, that where all or a portion of the CDBG Grant will be used by a Subrecipient, there must be a written agreement between a recipient and a Subrecipient regarding the use of such funds; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for use of the proceeds of the CDBG Grant.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the Recipient and Subrecipient agree as follows:

1. Incorporation of CDBG Grant Agreement. The Subrecipient has reviewed and understands the provisions of the CDBG Grant Agreement. The terms and conditions of the CDBG Grant Agreement and all Exhibits thereto, (collectively, the "CDBG Grant Agreement") a copy of which is attached hereto as Attachment A, are hereby incorporated into and made, a part of this Agreement. The Subrecipient agrees to assist the Recipient, to cooperate with the Recipient and

to assume responsibility with the Recipient in fulfilling the terms and conditions of the CDBG Grant Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide the Subrecipient with funds to carry out the activities described in Exhibit A of the CDBG Agreement (the " Subrecipient Project").

3. Funds Provided. In consideration of the various obligations to be performed by the Subrecipient pursuant to this Agreement, the Recipient agrees to provide Subrecipient with funds in an amount not to exceed $168,120____ (the " Subrecipient Grant") subject to the terms and conditions set forth herein.

4. Schedule for Completion. The funded activities related to the Subrecipient Project shall be completed in accordance with the schedule attached marked as Exhibit C of the CDBG Grant Agreement (the "Schedule").

5. Expenditure of Funds.

(a) The proceeds of the Subrecipient Grant shall be expended in accordance with the Subrecipient Project budget marked as Exhibit B of the CDBG Grant Agreement hereto (the "Budget").

(b) The proceeds of the Subrecipient Grant may be used to reimburse the Subrecipient for costs incurred pursuant to the Budget for the activities described in Exhibit A of the CDBG Grant Agreement.

(c) The Recipient, in its discretion, may advance all or a portion of the Subrecipient Grant in the amounts set forth in the Budget to pay for the activities described in Exhibit A of the CDBG Grant Agreement in accordance with CDBG Payment Procedures.

6. Compliance with Federal Regulations.

(a) The Subrecipient shall undertake the Subrecipient Project in accordance with the Act and the CDBG Regulations.

(b) The Subrecipient shall comply with all of the applicable federal laws, regulations, circulars, and guidelines related to the Program which are set forth in the CDBG Grant Agreement.

7. Disbursement of Subrecipient Grant.

(a) Disbursement of funds under the Subrecipient Grant shall be in the amounts in the Budget and shall be made only for costs which have been determined by the Recipient to have been properly incurred by the Subrecipient.

(b) Requests for disbursements shall be made in the following manner:

The sub-recipient will expend Emergency Rental Assistance funding. The sub-recipient shall ask for reimbursement from the grantee monthly providing all necessary documents and meeting all requirements of the CDBG Grant Agreement and the special terms and conditions of the CDBG Grant Agreement.

8. Records and Reports.

(a) The Subrecipient shall maintain the records related to the Subrecipient Project set forth in the CDBG Grant Agreement attached hereto and made a part hereof in a manner satisfactory to the Recipient.

(b) The Subrecipient shall produce the reports or provide information for reports set forth in the CDBG Grant Agreement on the dates and which contain the information indicated.

(c) The Subrecipient shall provide copies of all records related to the Subrecipient Project to the Recipient.

9. Term of Agreement. Unless terminated earlier pursuant to this Agreement or upon the mutual agreement of the parties with the consent of DHCD, this Agreement shall remain in full force and in effect until the Subrecipient Project has been completed to the satisfaction of the Recipient, DHCD, and HUD, all reports required by this Agreement, DHCD, or HUD have been submitted and approved, and all outstanding issues between the Recipient and the Subrecipient have been resolved in a manner satisfactory to the Recipient.

10. Default and Remedies.

(a) Any breach of any representation, warranty, covenant, condition, or provision of this Agreement, including failure of the Subrecipient to conduct and complete the activities associated with the Subrecipient Project in a manner satisfactory to the Recipient, shall constitute a default under this Agreement.

(b) The Recipient shall notify the Subrecipient, in writing, of a default under this Agreement. The Subrecipient shall have 15 days from the date of such notice to cure the default in a manner satisfactory to the Recipient. Upon the failure of the Subrecipient to cure the default in a manner satisfactory to the Recipient, the Recipient, in addition to the remedies set forth in the CDBG Grant Agreement, shall have the following remedies:

1) the Subrecipient, shall not be entitled to any undisbursed portions of the Subrecipient Grant;

2) the Recipient may, at its option, require the Subrecipient to repay all funds improperly expanded by the Subrecipient; and

3) the Recipient may take all other actions available to it at law or in equity.

11. Reversion of CDBG Assets. Upon termination of this Agreement, the Subrecipient shall:

(a) transfer to the Recipient all undisbursed Agreement Grant funds in the possession of the Subrecipient at the time of termination, including any accounts receivable attributable to the Subrecipient Grant; and

(b) comply with any special conditions related to the Subrecipient Project a set forth in the CDBG Grant Agreement hereto.

12. Inspections. The subrecipient shall permit the authorized representatives of the Recipient, DHCD, or HUD to inspect, at any reasonable time, the Project and all records related to the Project.

13. Third Party Beneficiaries. The Recipient and the Subrecipient hereby agree that all representations and warranties contained in this Agreement run to the benefit of DHCD, the State of Maryland (the "State") and HUD. The Recipient and the Subrecipient further agree and acknowledge that DHCD, the State, and HUD shall have the right to request documentation from time to time from the Recipient and/or the Subrecipient and shall be entitled to exercise all of the rights and remedies available to the Recipient against the Subrecipient.

14. No Waiver. No failure or delay by the Recipient to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the Recipient, DHCD, the State, or HUD from exercising any such right, power, or remedy at any later time.

15. Survival. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the CDBG Grant and shall continue in full force and effect until the Recipient has complied with all terms and conditions related to the close out of the CDBG Grant Agreement between DHCD and the Recipient for the Project.

16. Notices. All reports, notices, consents or approvals required under this Agreement shall be in writing and shall be deemed to have been given properly if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to Recipient: County Commissioners of Worcester County
Attention: Kim Reynolds
1 W. Market Street, Room 1103
Snow Hill, MD 21863

If to Subrecipient: Worcester County Department of Social Services
299 Commerce Street
Snow Hill, MD 21863

or to such other address as the parties above shall have furnished to the other in writing.

17. Modification /Assignment. No portion of this Agreement may be changed, waived or modified except with the written consent of Recipient and by a written agreement executed by the parties hereto. This Agreement may not be assigned, in whole or in part, without the prior written consent of DHCD.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

19. Terms Binding. All of the terms, conditions, representations, warranties and covenants of this Agreement shall apply to and be binding upon and inure to the benefit of the Recipient, DHCD, and the State. This Agreement shall be binding upon Subrecipient and its successor[s].

20. Indemnification. The Subrecipient hereby releases the Recipient, DHCD, and the State from, agrees that the Recipient, DHCD, and the State shall have no liability for, and agrees to protect, indemnify and save harmless the Recipient, DHCD, and the State from and against any liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including attorneys, fees, incurred by or asserted or imposed against, the Recipient, DHCD, or the State as a result of or in connection with the Project. Any money expanded by the Recipient, DHCD, or the State as a result of such liabilities, suits, motions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law and reasonable attorneys fees, shall be immediately and without notice due and payable by the Subrecipient to the party who has expanded such money.

21. Further Assurances and Corrective Instruments. The parties hereto agree that they will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment hereto and such further instruments as may be required by the Recipient, DHCD, the State, or HUD to comply with any existing or future State or federal regulations, policies, directives, procedures or other requirements or to further the general purposes of this Agreement.

22. Severability. The invalidity of any articles, section, subsection, paragraph, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, paragraphs, clauses or provisions hereof.

23. Authority. This Agreement has been duly executed and delivered by the Subrecipient and the Recipient, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of the Subrecipient and the Recipient.

WITNESS our hands and seals, all as of the data first written above.

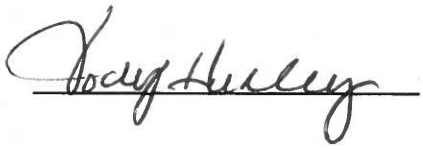
WITNESS/ATTEST

(County Commissioners of Worcester County)

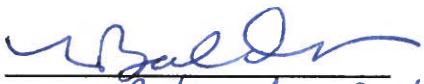
_____

_____(SEAL)
Name:
Title:

WITNESS/ATTEST



(Worcester County Dept of Social Services)



Name: Roberta Baldwin
Title: Director

Attachment A CDBG Grant Agreement
Attachment B CDBG Required Records and Reports
Attachment C Special Terms and Conditions

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P. E. Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator
Date: September 9, 2022
RE: Housing Rehabilitation Program Bid Packages

••••••

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

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, October 17, 2022,** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – Berlin #1 – October 17, 2022**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **Davida Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Mary O'Neal**
ADDRESS: **300 Flower St.**
Berlin, MD 21811
TELEPHONE: **(410)641-3191**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: October 17, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? □ Yes □ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____?
   □ Yes □ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? □ Yes □ No
   If yes, please identify:_____

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

Signed:_____
Date:_____

Name:_____ (Print)

Signed:_____
Date:_____

Name:_____ (Print)

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

For Grantee Use Only:

CDBG Grant Number:		**Date Received:**
□ **Conflict of Interest does not exist**	□ **Conflict of Interest exists**	
Date Sent to State:	□ **Waiver Granted**	□ **Waiver Denied**

Bid Submission Checklist

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

_____

Signature Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____
MHIC Number Exp. Date

_____
MBR Number Exp. Date

_____
MDE Lead Cert. Exp. Date

_____
EPA Lead Cert. Exp. Date

Trade References (2)

_____
Name Phone

_____
Name Phone

Client References (2)

_____
Name Phone

_____
Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____ _____

Signature Print Name

_____ _____

Title Date

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, October 17, 2022,** at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **Davida Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **"Housing Rehabilitation Bid – Berlin #1 -October 17, 2022".** Each bid must be signed and dated.

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

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

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

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

BID FORM

***must be signed to be valid**

Property of Mary O'Neal
300 Flower St.
Berlin, MD 21811

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
MHIC license # Exp. Date

PROJECT: MARY O'NEAL DATE: 08/22/2022

ADDRESS: 300 FLOWER STREET

BERLIN, MD 21811

PHONE: (410)641-3191

SCOPE OF WORK

A: Contractor is to obtain all necessary permits. Remove and replace rear roof plumbing vent boot. Install new per manufacturer's installation instructions. Repair interior ceiling in area directly under this vent boot and paint to match as close as possible. Make any necessary shingle repairs and seal for water tightness. Install new aluminum kick plate under rear door sill.

PRICE:

B: Remove hall bathroom toilet for installation of new finish flooring. Toilet is to be reset with new wax ring seal after installation of new finish flooring. Provide and install new vinyl plank finish flooring with necessary shoe moulding trim at wall perimeters. Install new GFCI outlets in kitchen and bathrooms to meet current Code. Install missing electrical panel knockout cover plates. Install new smoke detectors to meet current Code. Units are to have ten (10) year lithium batteries. If interconnection presents a hardship to the owner and contractor, battery only units will be acceptable.

PRICE:

C: Remove all electric baseboard units. Contractor is to install complete new heat pump system. Heat pump shall be a 16 SEER Energy Star rated unit with a programmable thermostat. The system shall be properly sized in accordance with ACCA's Manuel "J" or other recognized methodology. Data for heat load/loss calculations shall be based on post-rehabilitation conditions. The Energy Starr rated heat pump system shall be capable of heating the interior to 78 degrees F, when the exterior temperature is 0 degrees F in all habitable and essential rooms. The system is to include all vents, vent covers, returns, duct work and exterior pad for the exterior compressor unit. All necessary electrical and plumbing connections are to be included. All ductwork shall be well sported, sealed with mastic, and insulated in un-conditioned areas per current Code.

PRICE:

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: **OFFICE:** _____ **CELL:** _____

MHIC#: _____ **EXPIRATION DATE:** _____

DATE OF PROPOSAL: _____

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

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

II. APPLICATION PROCEDURES

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

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

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

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

For five year liens:

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

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

For ten year liens:

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

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

For fifteen year liens:

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

Sale in the fifteenth year 7% grant repayment

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

V. REHABILITATION ACTIVITIES

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

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

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

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

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

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

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

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

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

    - Owner-Contractor Agreement
    - Lead Paint Notice
    - Grant/Loan Agreement
    - Promissory Note
    - Notice of Right of Rescission
    - FHEO Self Identification Form

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

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

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

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

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

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

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

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

OWNER/CONTRACTOR DISPUTES

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

CHANGE ORDERS

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

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

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

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

REHABILITATION CONTRACTORS

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

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

Beach Construction Company
11555 Quillin Way
Berlin, MD 21811
443-880-3473
410-641-8590
beachcoeast@gmail.com

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

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

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

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

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

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

Hebreux St. Fleur- MBE
P.O. Box 4501
Salisbury, MD 21803
hebrewqualityinsulation@gmail.com
410-860-1613

Don Layman
A Right Angle Construction
302 15th Street
Pocomoke City, MD 21851
410-937-8485
don.layman69@gmail.com

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

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

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

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

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

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

Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
Westover, MD 21871
sgfrey@yahoo.com
Phone: 410-430-1109
Mobile:
Fax: 410-957-2868

Covenant Contractors
Mark Bargar
10522 Jones Road
Berlin, MD 21811
Covenant_Contractors@yahoo.com
(410)629-1815

Tyler Building Co.
Will Tyler
32421 Longridge Rd.
Parsonburg, MD 21849
will@tylerbuildingco.com
(410)546-4711

Shore Windows & Doors
Ray Horwath
43 Tail of the Fox
Ocean Pines, MD 21811
shorewindowsanddoors@gmail.com
(410)208-4348
(302)448-6113

Marasun Roofing
Ty Gorman
913 S. Talbot St.
St. Michaels, MD 21663
ty@marasunll.com
(410)226-6212

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

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, October 17, 2022,** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – Berlin #2 – October 17, 2022**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **Davida Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Barbara Purnell**
ADDRESS: **10319 Germantown Road**
Berlin, MD 21811
TELEPHONE: **(410)641-0638**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: October 17, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? ☐ Yes ☐ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____?
   ☐ Yes ☐ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
   If yes, please identify:_____

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

Signed:_____
Date:_____

Name:_____ (Print)

Signed:_____
Date:_____

Name:_____ (Print)

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

For Grantee Use Only:

CDBG Grant Number:		**Date Received:**
☐ **Conflict of Interest does not exist**	☐ **Conflict of Interest exists**	
Date Sent to State:	☐ **Waiver Granted**	☐ **Waiver Denied**

Bid Submission Checklist

☐ Contractor Qualification Form

☐ Contractor Conflict of Interest Disclosure Form

☐ Bid Form- on your company letterhead using Worcester format

☐ Scope of Work with Line Item Breakdown- all lines completed and total price

☐ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees

☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify

☐ Attended Pre-bid meeting: ____ Required ___ Not Required

☐ Signed Bid Submission Checklist

_____

Signature Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____
MHIC Number Exp. Date

_____
MBR Number Exp. Date

_____
MDE Lead Cert. Exp. Date

_____
EPA Lead Cert. Exp. Date

Trade References (2)

_____
Name Phone

_____
Name Phone

Client References (2)

_____
Name Phone

_____
Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____ _____

Signature Print Name

_____ _____

Title Date

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, October 17, 2022,** at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **Davida Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **"Housing Rehabilitation Bid – Berlin #2 -October 17, 2022".** Each bid must be signed and dated.

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

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

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

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

BID FORM

***must be signed to be valid**

Property of Barbara Purnell
10319 Germantown Road
Berlin, MD 21811

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
MHIC license # Exp. Date

_____
MDE Lead Cert.# Exp. Date

_____
RRP Lead # Exp. Date

PROJECT: BARBARA PURNELL DATE: 08-22-2022

ADDRESS: 10319 GERMANTOWN ROAD

BERLIN, MD 21811

PHONE: 410-641-0638

SCOPE OF WORK

A: Contractor to obtain all necessary permits. Half bath renovations: Remove pedestal sink, and toilet. Remove tile finish flooring. Remove damaged plywood subflooring. Remove wall and ceiling drywall/ coverings and any towel bars etc. Contractor is to install new plywood sub flooring, same thickness as existing. Plywood is to be glued and screw nailed down. Insulate any exterior wall cavities with R- 13 Kraft faced fiberglass insulation. Contractor is to supply and install a bath fan/light combination, vented to the exterior. Contractor is to provide and install one (1) wall hung light fixture above the mirror with separate switch. Contractor is to provide and install one (1) GFCI wall outlet. Install ½ inch green board drywall. Drywall is to be taped and finished to a smooth paintable surface. Install ¼ inch lauan underlayment. Underlayment to be glued and stapled down with smoothed joints. Contractor is to provide and install new vinyl plank finish flooring per manufacturer's instructions. Provide and install standard base moulding and shoe moulding. Provide and install one (1) new white tall elongated toilet with new wax ring seal. Provide and install one (1) new white pedestal sink with Moen Chateau or equal faucet. Provide new shut all valves for toilet and sink water supply lines. Contractor is to include painting of all new work, two coats, with owner's choice on color. Contractor is to supply a standard wall mirror, as well as a chrome toilet paper holder and a towel bar. Contractor is to clean up and remove all construction related debris.

PRICE: ____

B: Hall bathroom renovations: Remove wall hung sink, toilet, tub and shower tile surround, all wall coverings including drywall and tile, finished flooring and any damaged sub flooring. Contractor is to install new sub flooring to replace any damaged and sub flooring is to match existing in thickness. Sub flooring is to be glued and screw nailed down. Insulate any exterior wall cavities with R-13 Kraft faced fiberglass insulation. Contractor is to provide and install one four (4) piece fiberglass tub/shower unit with a window trim kit. New tub/shower is to have a Moen or equal tub /shower faucet with diverter and shower head. Contractor is to install one (1) bath fan/light combination and it is to be vented to the exterior. Contractor is to install one wall hung light fixture above the new mirror. Contractor is to install one (1) GFCI wall outlet. Provide and install ½ inch, green board drywall, on walls and ceiling. Drywall is to be hung, taped, and finished to as smooth paintable surface. Install ¼ inch lauan underlayment. Underlayment is to be glued and stapled down with all smooth joints. Contractor is to provide and install new vinyl plank finish flooring per manufacturer's instructions. Provide and install new standard base moulding and shoe moulding. Provide and install one (1) white, tall, elongated

toilet with new wax ring seal. Provide and install one (1) new 24 inch vanity with Moen Chateau or equal faucet. Provide new water shut off valves for the toilet and vanity faucet water supply lines. Contractor is to include the painting of all new work, two coats, with owner's choice on the color. Contractor is to supply and install one (1) standard wall mirror, as well as a chrome toilet paper holder and two (2) towel bars. Contractor is to clean up and haul away all construction related debris.

PRICE: _____

C: Contractor is to provide and install one (1) laundry gray box with supply and drain lines for existing washing machine. Contractor is to install a graspable hand rail the entire length of the basement stairs per current Code. Contractor is to supply and install one (1) submersible sump pump in the existing sump pit in the basement with drain line to the exterior. The drain line is to have a back check valve installed on it. The existing dryer is to have a vent installed that vents to the exterior and meets current Code. Contractor is to supply and install one (1) range hood fan/light combination that circulates to the interior.

PRICE: _____

D: Contractor is to install new smoke detectors throughout the house to meet current Code. They are to have ten (10) year lithium battery backup. If it presents a hardship to the contractor and owner, installing all interconnected units, the just battery operated units will suffice. Contractor is to supply and install GFCI outlets in the kitchen area and both bathrooms. Contractor is to replace the existing sub panel fuse box that exists in the basement. Contractor shall install a Square D or equal breaker style sub panel to meet electrical needs. Contractor is to install all missing plastic knock out breaker covers missing in existing electric panel box. Contractor is to have the existing fuel oil burner cleaned and serviced by a licensed HVAC mechanic.

PRICE: _____

E: Contractor is to supply and install R-19 Kraft faced fiberglass insulation in the existing crawlspace and basement floor joist areas. Contractor is to supply and install 6 mil poly vapor barrier in the crawlspace to completely cover the ground area. Contractor to install as possible R-30 fiberglass insulation in the existing attic area

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: OFFICE: _____ CELL: _____

MHIC#: _____ EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

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

II. APPLICATION PROCEDURES

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

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

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

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

For five year liens:

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

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

For ten year liens:

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

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

For fifteen year liens:

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

Sale in the fifteenth year 7% grant repayment

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

V. REHABILITATION ACTIVITIES

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

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

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

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

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

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

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

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

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

    - Owner-Contractor Agreement
    - Lead Paint Notice
    - Grant/Loan Agreement
    - Promissory Note
    - Notice of Right of Rescission
    - FHEO Self Identification Form

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

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

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

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

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
    WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

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

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

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

OWNER/CONTRACTOR DISPUTES

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

CHANGE ORDERS

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

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

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

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

REHABILITATION CONTRACTORS

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

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

Beach Construction Company
11555 Quillin Way
Berlin, MD 21811
443-880-3473
410-641-8590
beachcoeast@gmail.com

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

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

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

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

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

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

Hebreux St. Fleur- MBE
P.O. Box 4501
Salisbury, MD 21803
hebrewqualityinsulation@gmail.com
410-860-1613

Don Layman
A Right Angle Construction
302 15th Street
Pocomoke City, MD 21851
410-937-8485
don.layman69@gmail.com

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

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

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

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

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

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

Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
Westover, MD 21871
sgfrey@yahoo.com
Phone: 410-430-1109
Mobile:
Fax: 410-957-2868

Covenant Contractors
Mark Bargar
10522 Jones Road
Berlin, MD 21811
Covenant_Contractors@yahoo.com
(410)629-1815

Tyler Building Co.
Will Tyler
32421 Longridge Rd.
Parsonburg, MD 21849
will@tylerbuildingco.com
(410)546-4711

Shore Windows & Doors
Ray Horwath
43 Tail of the Fox
Ocean Pines, MD 21811
shorewindowsanddoors@gmail.com
(410)208-4348
(302)448-6113

Marasun Roofing
Ty Gorman
913 S. Talbot St.
St. Michaels, MD 21663
ty@marasunll.com
(410)226-6212

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

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, October 17, 2022,** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – Berlin #3 – October 17, 2022**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **Davida Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Edna Tindley**
ADDRESS: **8516 Foreman Road**
Berlin, MD 21811
TELEPHONE: **(301)518-3955**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: October 17, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? ☐ Yes ☐ No
   If yes, please identify: _____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____?
   ☐ Yes ☐ No If yes, please identify: _____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
   If yes, please identify: _____

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

Signed: _____
Date: _____

Name: _____ (Print)

Signed: _____
Date: _____

Name: _____ (Print)

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

For Grantee Use Only:

CDBG Grant Number:		**Date Received:**
☐ **Conflict of Interest does not exist**	☐ **Conflict of Interest exists**	
Date Sent to State:	☐ **Waiver Granted**	☐ **Waiver Denied**

Bid Submission Checklist

☐ Contractor Qualification Form

☐ Contractor Conflict of Interest Disclosure Form

☐ Bid Form- on your company letterhead using Worcester format

☐ Scope of Work with Line Item Breakdown- all lines completed and total price

☐ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees

☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify

☐ Attended Pre-bid meeting: ____ Required ___ Not Required

☐ Signed Bid Submission Checklist

_____

Signature Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____
MHIC Number Exp. Date

_____
MBR Number Exp. Date

_____
MDE Lead Cert. Exp. Date

_____
EPA Lead Cert. Exp. Date

Trade References (2)

_____
Name Phone

_____
Name Phone

Client References (2)

_____
Name Phone

_____
Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____ _____

Signature Print Name

_____ _____

Title Date

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, October 17, 2022,** at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **Davida Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **"Housing Rehabilitation Bid – Berlin #3 -October 17, 2022".** Each bid must be signed and dated.

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

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

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

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

BID FORM

***must be signed to be valid**

Property of Edna Tindley
8516 Foreman Road
Berlin, MD 21811

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
MHIC license # Exp. Date

_____
MDE Lead Cert.# Exp. Date

_____
RRP Lead # Exp. Date

PROJECT: EDNA TINDLEY DATE: 08 22-2022

ADDRESS: 8516 FOREMAN ROAD

BERLIN, MD 21811

PHONE: 301-518-3955

SCOPE OF WORK

A: Remove front and rear entry doors. Replace doors with new same size and style to match as close as possible. Doors are to be builder grade steel insulated doors. Doors are to be set in sill pans, caulked, foam sealed at top and side jambs, and flex taped at head and side jambs. Exterior and interior trim to be installed to match existing as close as possible. Contractor will paint the doors and trim, two (2) coats, color choice by the owner. Kwikset, or equal door, locksets with dead bolts are to be installed on both doors. Contractor to haul away all construction related debris.

PRICE:

B: Remove all existing windows. Replace all windows with white vinyl, insulated Low-E glass, single hung, Energy Star units with screens. All bedroom windows shall meet minimum egress size per current Code. Windows are to be caulked, foam sealed at all edges, and flex taped for energy efficiency. All interior trim is to match existing as close as possible and be painted two (2) coats. Remove all existing gutter and downspouts. Install with new continuous white aluminum, .027 gauge thickness, "K" style, gutter and downspouts. Contractor is to supply plastic or concrete splash blocks at all downspouts. Contractor is to remove all construction related debris.

PRICE:

C: Contractor is to obtain any and all required permits. Remove existing electric panel. Install new Square D or equal, 200 AMP electrical panel with main disconnect, 110/220 volt, 32 circuit, with ground rod. Provide and install GFCI outlets in the bathrooms, kitchen, and exterior per current Code. Contractor is to provide and install smoke detectors with ten (10) year lithium battery backup to meet current Code. Units are to be interconnected. If there would be extensive work required to have all units interconnected, individual battery units will be acceptable.

PRICE:

D: Remove existing well pump house structure. Raise equipment to facilitate installation of a four (4) inch deep concrete slab. Concrete is to be minimum 3500 PSI, with floated and troweled surface. If installing concrete presents a hardship for the contractor, a wooden platform of pressure treated perimeter framing with plywood floor will be acceptable. New walls are to be SPF, 2" x 4" @ 16" O.C. with pressure treated sill plates and double top plates. Roof rafters are to be SPF, 2" x 6" @ 16" O.C. All fasteners as required by current Code. Walls and roof sheathing is to be 7/16" OSB. 30 LB felt roof

paper to be installed on roof sheathing with white aluminum drip edge. Minimum 25 year composition shingles are to be installed per manufacturer's installation instructions. Contractor is to install house wrap on all walls and the builder grade vinyl siding with all necessary trim pieces. Contractor is to fabricate a new door with necessary hinges and latch. Contractor to haul away all construction related debris.

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: **OFFICE:** _____ **CELL:** _____

MHIC#: _____ **EXPIRATION DATE:** _____

DATE OF PROPOSAL: _____

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

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

II. APPLICATION PROCEDURES

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

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

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

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

For five year liens:

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

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

For ten year liens:

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

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

For fifteen year liens:

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

Sale in the fifteenth year 7% grant repayment

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

V. REHABILITATION ACTIVITIES

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

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

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

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

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

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

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

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

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

    - Owner-Contractor Agreement
    - Lead Paint Notice
    - Grant/Loan Agreement
    - Promissory Note
    - Notice of Right of Rescission
    - FHEO Self Identification Form

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

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

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

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

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
    WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

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

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

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

OWNER/CONTRACTOR DISPUTES

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

CHANGE ORDERS

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

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

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

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

REHABILITATION CONTRACTORS

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

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

Beach Construction Company
11555 Quillin Way
Berlin, MD 21811
443-880-3473
410-641-8590
beachcoeast@gmail.com

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

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

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

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

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

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

Hebreux St. Fleur- MBE
P.O. Box 4501
Salisbury, MD 21803
hebrewqualityinsulation@gmail.com
410-860-1613

Don Layman
A Right Angle Construction
302 15th Street
Pocomoke City, MD 21851
410-937-8485
don.layman69@gmail.com

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

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

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

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

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

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

Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
Westover, MD 21871
sgfrey@yahoo.com
Phone: 410-430-1109
Mobile:
Fax: 410-957-2868

Covenant Contractors
Mark Bargar
10522 Jones Road
Berlin, MD 21811
Covenant_Contractors@yahoo.com
(410)629-1815

Tyler Building Co.
Will Tyler
32421 Longridge Rd.
Parsonburg, MD 21849
will@tylerbuildingco.com
(410)546-4711

Shore Windows & Doors
Ray Horwath
43 Tail of the Fox
Ocean Pines, MD 21811
shorewindowsanddoors@gmail.com
(410)208-4348
(302)448-6113

Marasun Roofing
Ty Gorman
913 S. Talbot St.
St. Michaels, MD 21663
ty@marasunll.com
(410)226-6212

NOTICE TO HVAC CONTRACTORS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for installation of an HVAC system at a single-family home located in the Stockton area of Worcester County. Bid specification packages and bid forms are available to licensed HVAC contractors. Packages may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, October 17, 2022,** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid –Berlin HVAC- October 17, 2022**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to Davida Washington, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Kathleen Liddle**
ADDRESS: **11 Fairhaven Court**
Berlin, MD 21811
TELEPHONE: **(443) 235-3453**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: October 17, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? ☐ Yes ☐ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____?
   ☐ Yes ☐ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
   If yes, please identify:_____

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

Signed:_____
Date:_____

Name:_____ (Print)

Signed:_____
Date:_____

Name:_____ (Print)

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

For Grantee Use Only:

CDBG Grant Number:		**Date Received:**
☐ **Conflict of Interest does not exist**	☐ **Conflict of Interest exists**	
Date Sent to State:	☐ **Waiver Granted**	☐ **Waiver Denied**

Bid Submission Checklist

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

_____

Signature Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____
MHIC Number Exp. Date

_____
MBR Number Exp. Date

_____
MDE Lead Cert. Exp. Date

_____
EPA Lead Cert. Exp. Date

Trade References (2)

_____
Name Phone

_____
Name Phone

Client References (2)

_____
Name Phone

_____
Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____ Signature

_____ Print Name

_____ Title

_____ Date

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, October 17, 2022,** at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **Davida Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **"Housing Rehabilitation Bid – Berlin HVAC-October 17, 2022".** Each bid must be signed and dated.

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

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

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

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

BID FORM

***must be signed to be valid**

Property of Kathleen Liddle
11 Fairhaven Court
Berlin, MD 21811

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
MHIC license # Exp. Date

PROJECT: KATHLEEN LIDDLE DATE: 08/22/2022

ADDRESS: 11 FAIRHAVEN COURT

BERLIN, MD 21811

PHONE: 443-235-3453

SCOPE OF WORK

A: Contractor is to obtain all necessary permits. Remove existing gas furnace. Provide and install new heat pump system with interior air handler with back up resistance coils and exterior compressor unit with stand. New system shall be a 16 SEER Energy Star rated unit with a programmable thermostat. The system shall be sized in accordance with the ACCA's Manual "J" or other recognized methodology. Energy Star rated Heat- Pump is to be capable of heating interior to 78 F when exterior temperature is 0 degrees F in all habitable and essential rooms. The system is to include all vents, vent covers, returns, ducts, and pad for exterior compressor unit, as well as all necessary electrical and plumbing connections. All ductwork shall be well supported, sealed with mastic, and insulated in un-condition areas per current Code. Contractor is to haul away all construction related debris

PRICE: _____

B: Contractor is to have termite treatment completed per attached pest control company report.

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: OFFICE: _____ CELL: _____

MHIC#: _____ EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

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

II. APPLICATION PROCEDURES

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

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

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

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

For five year liens:

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

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

For ten year liens:

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

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

For fifteen year liens:

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

Sale in the fifteenth year 7% grant repayment

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

V. REHABILITATION ACTIVITIES

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

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

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

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

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

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

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

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

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

    - Owner-Contractor Agreement
    - Lead Paint Notice
    - Grant/Loan Agreement
    - Promissory Note
    - Notice of Right of Rescission
    - FHEO Self Identification Form

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

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

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

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

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
    WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

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

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

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

OWNER/CONTRACTOR DISPUTES

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

CHANGE ORDERS

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

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

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

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

HVAC Contractor List

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

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

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

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

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

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

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

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

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, October 17, 2022,** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Housing Rehabilitation Bid – Pocomoke – October 17, 2022**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **Davida Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Regina Roberts**
ADDRESS: **815 Second St.**
Pocomoke, MD 21851
TELEPHONE: **(410)726-1609**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: October 17, 2022

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _____? ☐ Yes ☐ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _____?
   ☐ Yes ☐ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
   If yes, please identify:_____

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

Signed:_____
Date:_____

Name:_____ (Print)

Signed:_____
Date:_____

Name:_____ (Print)

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

For Grantee Use Only:

CDBG Grant Number:		**Date Received:**
☐ **Conflict of Interest does not exist**	☐ **Conflict of Interest exists**	
Date Sent to State:	☐ **Waiver Granted**	☐ **Waiver Denied**

Bid Submission Checklist

☐ Contractor Qualification Form

☐ Contractor Conflict of Interest Disclosure Form

☐ Bid Form- on your company letterhead using Worcester format

☐ Scope of Work with Line Item Breakdown- all lines completed and total price

☐ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees

☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify

☐ Attended Pre-bid meeting: ____ Required _X__ Not Required

☐ Signed Bid Submission Checklist

_____

Signature Date

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____
MHIC Number Exp. Date

_____
MBR Number Exp. Date

_____
MDE Lead Cert. Exp. Date

_____
EPA Lead Cert. Exp. Date

Trade References (2)

_____
Name Phone

_____
Name Phone

Client References (2)

_____
Name Phone

_____
Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____ _____

Signature Print Name

_____ _____

Title Date

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, October 17, 2022,** at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to **Davida Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **"Housing Rehabilitation Bid – Pocomoke -October 17, 2022".** Each bid must be signed and dated.

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

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

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

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

BID FORM

***must be signed to be valid**

Property of Regina Roberts
815 Second St.
Pocomoke, MD 21811

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
MHIC license # Exp. Date

_____
MDE Lead Cert.# Exp. Date

_____
RRP Lead # Exp. Date

PROJECT: REGINA ROBERTS DATE: 08/23/2022

ADDRESS: 815 SECOND STREET

POCOMOKE CITY, MD 21851

PHONE:410-726-1609

SCOPE OF WORK

A: Contractor is to obtain all necessary permits. Remove all existing 12' x 12' ceiling tiles in the family room, approximately 225 SF. Provide and install ½ inch drywall with glue and drywall screws. Drywall is to be hung, taped, and finished to a smooth paintable surface. Contractor is to paint the new ceiling with two (2) coats of latex paint. Complete drywall repairs at damaged areas as needed, in existing bedrooms.

PRICE:

B: Remove the master bedroom entrance door, the master bedroom closet door and the door to the water heater closet. Provide and install three (3) hollow core panel doors of like size and style. All new doors and trim is to be painted two (2) coats of latex paint. Provide and install two (2) Kwikset or equal standard passage hardware sets for the closet doors, and one (1) lockset for the master bedroom entry door. Contractor is to adjust the existing attic pull down stairs for proper fit that ladder legs close tightly.

PRICE:

C: Contractor to have licensed electrician inspect exterior main electrical panel due to age to certify panel is usable and safe. Contractor to provide and install one (1) kitchen range non- ducted, interior circulation, fan/light hood. Contractor is to provide and install GFCI wall outlets to current Code in the kitchen area. Contractor is to vent the existing dryer to the exterior per current Code.

PRICE:

D: Contractor is to repair and point up existing mortar at the chimney.

PRICE:

E: Contractor to provide complete renovation of the first floor bathroom. Remove the toilet, tub/shower, vanity, vinyl finish flooring, underlayment, any water damaged sub flooring, and all wall and ceiling drywall. Contractor is to supply and install one (1) bath fan/light combination and vent it to the exterior. Contractor is to provide and install one wall hung light fixture above new mirror. Contractor is to have electrician to install and insure proper operation of a GFCI wall outlet. Contractor is to install R-13 Kraft faced fiberglass insulation in any exterior walls. Provide and install one (1) four piece fiberglass tub/shower unit. Provide and install Moen Chateau or equal shower

faucet and diverter. Green board drywall is to be hung, screwed and glued, taped and finished to a smooth paintable surface. Provide and install ¼ inch lauan underlayment, glued and stapled with smooth joints. Provide and install vinyl plank finish flooring with base moulding and shoe moulding. Provide and install one (1) white, tall and elongated toilet with new ring seal. Provide and install one (1) 48 inch vanity and top. Provide and install one (1) Moen Chateau or equal vanity faucet. Painting of all new work is to be two (2) coats of latex paint, color choice to be made by the owner. Contractor is to provide and install one (1) standard mirror over the vanity, a toilet paper holder, and two chrome towel bars. Contractor is to supply and install new water shut off valves to the toilet and vanity supply lines.

PRICE: _____

F: Contractor to provide complete renovation of the second floor bathroom. Remove the toilet, tub/shower; wall hung lavatory, tile finish flooring, underlayment, any water damaged sub flooring, and all wall and ceiling drywall. Contractor is to supply and install one (1) bath fan/light combination and vent it to the exterior. Contractor is to provide and install one wall hung light fixture above new mirror. Contractor is to have electrician to install and insure proper operation of a GFCI wall outlet. Contractor is to install R-13 Kraft faced fiberglass insulation in any exterior walls. Provide and install one (1) four piece fiberglass tub/shower unit. Provide and install Moen Chateau or equal shower faucet and diverter. Green board drywall is to be hung, screwed and glued, taped and finished to a smooth paintable surface. Provide and install ¼ inch lauan underlayment, glued and stapled with smooth joints. Provide and install vinyl plank finish flooring with base moulding and shoe moulding. Provide and install one (1) white, tall and elongated toilet with new ring seal. Provide and install one (1) 30 inch vanity and top. Provide and install one (1) Moen Chateau or equal vanity faucet. Painting of all new work is to be two (2) coats of latex paint, color choice to be made by the owner.. Contractor is to provide and install one (1) standard mirror over the vanity, a toilet paper holder, and two chrome towel bars. Contractor is to supply and install new water shut off valves to the toilet and vanity supply lines. Contractor is to clean up and haul away all construction related debris of this entire project, Items A through F.

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: **OFFICE:** _____ **CELL:** _____

MHIC#: _____ **EXPIRATION DATE:** _____

DATE OF PROPOSAL: _____

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

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

II. APPLICATION PROCEDURES

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

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

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

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

For five year liens:

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

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

For ten year liens:

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

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

For fifteen year liens:

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

Sale in the fifteenth year 7% grant repayment

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

V. REHABILITATION ACTIVITIES

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

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

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

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

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

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

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

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

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

    - Owner-Contractor Agreement
    - Lead Paint Notice
    - Grant/Loan Agreement
    - Promissory Note
    - Notice of Right of Rescission
    - FHEO Self Identification Form

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

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

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

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

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
    WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

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

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

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

OWNER/CONTRACTOR DISPUTES

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

CHANGE ORDERS

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

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

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

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

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

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

REHABILITATION CONTRACTORS

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

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

Beach Construction Company
11555 Quillin Way
Berlin, MD 21811
443-880-3473
410-641-8590
beachcoeast@gmail.com

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

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

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

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

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

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

Hebreux St. Fleur- MBE
P.O. Box 4501
Salisbury, MD 21803
hebrewqualityinsulation@gmail.com
410-860-1613

Don Layman
A Right Angle Construction
302 15th Street
Pocomoke City, MD 21851
410-937-8485
don.layman69@gmail.com

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

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

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

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

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

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

Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
Westover, MD 21871
sgfrey@yahoo.com
Phone: 410-430-1109
Mobile:
Fax: 410-957-2868

Covenant Contractors
Mark Bargar
10522 Jones Road
Berlin, MD 21811
Covenant_Contractors@yahoo.com
(410)629-1815

Tyler Building Co.
Will Tyler
32421 Longridge Rd.
Parsonburg, MD 21849
will@tylerbuildingco.com
(410)546-4711

Shore Windows & Doors
Ray Horwath
43 Tail of the Fox
Ocean Pines, MD 21811
shorewindowsanddoors@gmail.com
(410)208-4348
(302)448-6113

Marasun Roofing
Ty Gorman
913 S. Talbot St.
St. Michaels, MD 21663
ty@marasunll.com
(410)226-6212

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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Out of State Travel Request – 2022 L3Harris Users Group Conference

Date: September 12, 2022

Out of State Travel Request

Emergency Services	1	100.1102.044.7000.040
Department	# of Attendees	GL Account Code

Oklahoma City	9/25/2022	9/30/2022
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for Emergency Services staff to attend the 2022 L3Harris Users Group Conference (in Oklahoma City, September 25 – 30, 2022). This conference will enable our staff member to gain up to date educational content, various training sessions, and networking opportunities. Funding was reserved in the FY23 budget for this conference.

Estimated Costs:		
	Airfare	$550
	Lodging	$750
	Meals	$400
	Registration Fees	$450
	Car Rental	0
	Other Transportation	$150
	Other (Parking Fees)	$125
	Total	**$2,425**

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

OFFICE OF THE TREASURER
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1105
P.O. Box 248
SNOW HILL, MARYLAND
21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

TO: Weston Young, P.E. - Chief Administrative Officer
FROM: Phillip G. Thompson, Finance Officer PGT
RE: Tax Credit
DATE: September 12, 2022

I would like to request the County Commissioners authorize 100% County tax credits totaling $6,602.22 for the two Berlin Community Improvement Association (B.C.I.A.) properties attached pursuant to Section 9-325 of the Tax Property Code. The request includes tax bills for two fiscal years and I have included a copy of the letter from the B.C.I.A. requesting the credit.

If you have any questions or require any other follow-up, please do not hesitate to contact me.

B.C.I.A.
Berlin Community Improvement Association
P.O. Box 175
Berlin, Maryland 21811

September 12, 2022

Worcester County Commissioners
1 West Market Street
Room 1103
Snow Hill, Maryland 21863

Dear County Commissioners,

This letter is to request that the 100% tax credit for Berlin Community Improvement Association, Inc. on the 2021/2022 tax year in the amount of $3,303.11 and the 2022/2023 tax year in the amount of $3,303.11 for a combined total of $6,606.22 pursuant to Section 9-325 (a)(1)(i) of the Tax Property Code. Included with this request is a copy of the prior and current year tax information. If you have any questions, or require any other follow up, please do not hesitate to contact me.

Sincerely,

David Lockwood Jr.
Chairman

ITEM 4

DETACH AND KEEP THIS PORTION
ADJUSTED REAL ESTATE TAX
Principal Residence or Commercial

Worcester County
Office of the Treasurer

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO
03034534	2021	07/01/21 - 06/30/22	314 / 458

MAP	GRID	PARCEL	BILL #	BILL DATE
0301	0014	0841	9708	07/01/21

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

CONSTANT YIELD RATE INFORMATION
COUNTY RATE - CONSTANT YIELD = DIFFERENCE
$.8450 - $.8374 = $.0076

CHARGES	ASSESSMENT	RATE	AMOUNT
State Real Property	218,400	.112000	244.61
County Real Property	218,400	.845000	1,845.48
Berlin Tax	218,400	.815000	1,779.96
Berlin Credit	-218,400	.815000	-1,779.96
INT/PEN TO 09/13/2022			175.32
PRIOR PAYMENTS			244.61
TOTAL TAXES			2,020.80

PROPERTY DESCRIPTION
127' X 388'
E SIDE FLOWER ST
FLOWER ST SCHOOL PROP

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

ENCLOSE THIS PORTION WITH
MAIL WITH FULL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034534	2021	9708	07/01/2021

127' X 388'
E SIDE FLOWER ST
FLOWER ST SCHOOL PROP

LEVY PERIOD: 07/01/21 - 06/30/22

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	175.32	2,020.80
Oct	193.77	2,039.25
Nov	212.23	2,057.71
Dec	230.69	2,076.17
Jan	249.14	2,094.62
Feb	267.59	2,113.07
Mar	286.05	2,131.53
Apr	304.51	2,149.99

MAIL WITH FULL ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082021400009708900002020808

ENCLOSE THIS PORTION WITH
SECOND SEMI-ANNUAL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034534	2021	9708	07/01/2021

127' X 388'
E SIDE FLOWER ST
FLOWER ST SCHOOL PROP

LEVY PERIOD: 07/01/21 - 06/30/22

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	83.05	1,005.79
Oct	92.27	1,015.01
Nov	101.50	1,024.24
Dec	110.73	1,033.47
Jan	119.96	1,042.70
Feb	129.18	1,051.92

MAIL WITH SECOND SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082021400009708900001005792

ENCLOSE THIS PORTION WITH
FIRST SEMI-ANNUAL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034534	2021	9708	07/01/2021

127' X 388'
E SIDE FLOWER ST
FLOWER ST SCHOOL PROP

LEVY PERIOD: 07/01/21 - 06/30/22

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	92.27	1,015.01
Oct	101.50	1,024.24
Nov	110.73	1,033.47
Dec	119.96	1,042.70
Jan	129.18	1,051.92
Feb	138.41	1,061.15

MAIL WITH FIRST SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082021400009708900001015015

ITEM 4

DETACH AND KEEP THIS PORTION
ADJUSTED REAL ESTATE TAX
Principal Residence or Commercial

Worcester County
Office of the Treasurer

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO
03034542	2021	07/01/21 - 06/30/22	314 / 458

MAP	GRID	PARCEL	BILL #	BILL DATE
0301	0013	0843	9709	07/01/21

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

CONSTANT YIELD RATE INFORMATION
COUNTY RATE - CONSTANT YIELD = DIFFERENCE
$.8450 - $.8374 = $.0076

CHARGES	ASSESSMENT	RATE	AMOUNT
State Real Property	172,500	.112000	193.20
County Real Property	172,500	.845000	1,457.63
Berlin Tax	172,500	.815000	1,405.88
Berlin Credit	-172,500	.815000	-1,405.88
INT/PEN TO 09/13/2022			138.47
PRIOR PAYMENTS			193.20
TOTAL TAXES			1,596.10

PROPERTY DESCRIPTION
125' X 388' X 50' X
318' E SIDE FLOWER ST
BERLIN

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

ENCLOSE THIS PORTION WITH
MAIL WITH FULL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034542	2021	9709	07/01/2021

125' X 388' X 50' X
318' E SIDE FLOWER ST
BERLIN

LEVY PERIOD 07/01/21 - 06/30/22

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	138.47	1,596.10
Oct	153.05	1,610.68
Nov	167.63	1,625.26
Dec	182.21	1,639.84
Jan	196.78	1,654.41
Feb	211.35	1,668.98
Mar	225.93	1,683.56
Apr	240.51	1,698.14

MAIL WITH FULL ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082021400009709700001596105

ENCLOSE THIS PORTION WITH
SECOND SEMI-ANNUAL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034542	2021	9709	07/01/2021

125' X 388' X 50' X
318' E SIDE FLOWER ST
BERLIN

LEVY PERIOD 07/01/21 - 06/30/22

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	65.59	794.40
Oct	72.88	801.69
Nov	80.17	808.98
Dec	87.46	816.27
Jan	94.75	823.56
Feb	102.03	830.84

MAIL WITH SECOND SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082021400009709700000794404

ENCLOSE THIS PORTION WITH
FIRST SEMI-ANNUAL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
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PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034542	2021	9709	07/01/2021

125' X 388' X 50' X
318' E SIDE FLOWER ST
BERLIN

LEVY PERIOD 07/01/21 - 06/30/22

IF CHECKED CALL (410) 632-0686 EXT. 3
PRIOR YEAR TAXES DUE
TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	72.88	801.70
Oct	80.17	808.99
Nov	87.46	816.28
Dec	94.75	823.57
Jan	102.03	830.85
Feb	109.32	838.14

MAIL WITH FIRST SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082021400009709700000801704

DETACH AND KEEP THIS PORTION
ADJUSTED REAL ESTATE TAX
Principal Residence or Commercial

Worcester County
Office of the Treasurer

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO
03034534	2022	07/01/22 - 06/30/23	314 / 458

MAP	GRID	PARCEL	BILL #	BILL DATE
0301	0014	0841	9707	07/01/22

IF CHECKED CALL (410) 632-0686 EXT. 3

X PRIOR YEAR TAXES DUE

TAX SALE

CONSTANT YIELD RATE INFORMATION: COUNTY RATE - CONSTANT YIELD = DIFFERENCE
$.8450 - $.8294 = $.0156

CHARGES	ASSESSMENT	RATE	AMOUNT
State Real Property	218,400	.112000	244.61
County Real Property	218,400	.845000	1,845.48
Berlin Tax	218,400	.815000	1,779.96
Berlin Credit	-218,400	.815000	-1,779.96
TOTAL TAXES			2,090.09

PROPERTY DESCRIPTION
127' X 388'
E SIDE FLOWER ST
FLOWER ST SCHOOL PROP

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

ENCLOSE THIS PORTION WITH
MAIL WITH FULL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034534	2022	9707	07/01/2022

127' X 388'
E SIDE FLOWER ST
FLOWER ST SCHOOL PROP

LEVY PERIOD: 07/01/22 - 06/30/23

IF CHECKED CALL (410) 632-0686 EXT. 3

X PRIOR YEAR TAXES DUE

TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Jul	-9.22	2,080.87
Aug	0.00	2,090.09
Sep	0.00	2,090.09
Oct	10.45	2,100.54
Nov	20.90	2,110.99
Dec	31.35	2,121.44
Jan	52.25	2,142.34
Feb	73.16	2,163.25

MAIL WITH FULL ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

024020820222000097071000020808 77

ENCLOSE THIS PORTION WITH
SECOND SEMI-ANNUAL PAYMENT

MAKE CHECK PAYABLE TO WORCESTER COUNTY
P.O. BOX 248
SNOW HILL, MD 21863-0248

(410) 632-0686 Ext. 3
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PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034534	2022	9707	07/01/2022

127' X 388'
E SIDE FLOWER ST
FLOWER ST SCHOOL PROP

LEVY PERIOD: 07/01/22 - 06/30/23

IF CHECKED CALL (410) 632-0686 EXT. 3

X PRIOR YEAR TAXES DUE

TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Jul	-4.61	1,040.43
Aug	.00	1,045.04
Sep	.00	1,045.04
Oct	.00	1,045.04
Nov	.00	1,045.04
Dec	.00	1,045.04

MAIL WITH SECOND SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

024020820222000097071000010404 35

ENCLOSE THIS PORTION WITH
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FLOWER ST SCHOOL PROP

LEVY PERIOD: 07/01/22 - 06/30/23

IF CHECKED CALL (410) 632-0686 EXT. 3

X PRIOR YEAR TAXES DUE

TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Jul	-4.61	1,040.44
Aug	.00	1,045.05
Sep	.00	1,045.05
Oct	10.45	1,055.50
Nov	20.90	1,065.95
Dec	31.35	1,076.40

MAIL WITH FIRST SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

024020820222000097071000010404 43

ITEM 4

DETACH AND KEEP THIS PORTION
ADJUSTED REAL ESTATE TAX
Principal Residence or Commercial

Worcester County
Office of the Treasurer

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	LEVY PERIOD	LIBER/FOLIO
03034542	2022	07/01/22 - 06/30/23	314 / 458

MAP	GRID	PARCEL	BILL #	BILL DATE
0301	0013	0843	9708	07/01/22

IF CHECKED CALL (410) 632-0686 EXT. 3

X	PRIOR YEAR TAXES DUE
	TAX SALE

CONSTANT YIELD RATE INFORMATION: COUNTY RATE - CONSTANT YIELD = DIFFERENCE
$.8450 - $.8294 = $.0156

CHARGES	ASSESSMENT	RATE	AMOUNT
State Real Property	172,500	.112000	193.20
County Real Property	172,500	.845000	1,457.63
Berlin Tax	172,500	.815000	1,405.88
Berlin Credit	-172,500	.815000	-1,405.88
TOTAL TAXES			1,650.83

PROPERTY DESCRIPTION
125' X 388' X 50' X
318' E SIDE FLOWER ST
BERLIN

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

ENCLOSE THIS PORTION WITH
MAIL WITH FULL PAYMENT

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SNOW HILL, MD 21863-0248

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PROPERTY ID	BILL YEAR	BILL #	BILL DATE
03034542	2022	9708	07/01/2022

125' X 388' X 50' X
318' E SIDE FLOWER ST
BERLIN

LEVY PERIOD: 07/01/22 - 06/30/23

IF CHECKED CALL (410) 632-0686 EXT. 3

X	PRIOR YEAR TAXES DUE
	TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	0.00	1,650.83
Oct	8.26	1,659.09
Nov	16.51	1,667.34
Dec	24.76	1,675.59
Jan	41.27	1,692.10
Feb	57.78	1,708.61
Mar	74.29	1,725.12
Apr	90.79	1,741.62

MAIL WITH FULL ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082022200009708900001650837

ENCLOSE THIS PORTION WITH
SECOND SEMI-ANNUAL PAYMENT

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P.O. BOX 248
SNOW HILL, MD 21863-0248

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03034542	2022	9708	07/01/2022

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BERLIN

LEVY PERIOD: 07/01/22 - 06/30/23

IF CHECKED CALL (410) 632-0686 EXT. 3

X	PRIOR YEAR TAXES DUE
	TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	.00	825.41
Oct	.00	825.41
Nov	.00	825.41
Dec	.00	825.41
Jan	8.26	833.67
Feb	16.51	841.92

MAIL WITH SECOND SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082022200009708900000825414

ENCLOSE THIS PORTION WITH
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BERLIN

LEVY PERIOD: 07/01/22 - 06/30/23

IF CHECKED CALL (410) 632-0686 EXT. 3

X	PRIOR YEAR TAXES DUE
	TAX SALE

IF PAID IN	DISC/INT	PAY THIS AMOUNT
Sep	.00	825.42
Oct	8.26	833.68
Nov	16.51	841.93
Dec	24.76	850.18
Jan	33.01	858.43
Feb	41.27	866.69

MAIL WITH FIRST SEMI-ANNUAL PAYMENT

Payment Enclosed

BERLIN COMMUNITY
IMPROVEMENT ASSOC INC
C/O MRS EMMA BRIDDELL
524 FLOWER STREET
BERLIN, MD 21811-1324

02402082022200009708900000825422

DEPARTMENT OF
INFORMATION TECHNOLOGY
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL:410.632.5610
www.co.worcester.md.us/departments/it

To: Weston Young

From: Lance Thomas, Deputy Director of IT

Re: WorcesterMD.gov Domain request

Date: September 6, 2022

The IT department would like to begin the process for obtaining rights to the internet domain name of WorcesterMD.gov on behalf of the county. .gov domains are regulated by the government and only available for valid government entities. In addition to WorcesterMD.gov being a certified government domain, this domain name would be shorter and easier to relate to people than our current co.worcester.md.us.

In order to obtain the rights to WorcesterMD.gov, the county will need to have the following letter signed by the highest-ranking elected official and sent to the authorizing entity listed. Once this is completed, the IT department will work towards completing the process.

Respectfully,
Lance Thomas
Deputy Director of IT

DEPARTMENT OF
INFORMATION TECHNOLOGY
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL:410.632.5610
www.co.worcester.md.us/departments/it

9/14/2022

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As the President of the Commissioners for Worcester County, MD, I request that responsibility for the domain name WorcesterMD.gov second-level domain name be delegated to Worcester County, Maryland. I attest that I am the highest-ranking elected official for Worcester County, Maryland or have signing rights on behalf of the Worcester County Commissioners for Worcester County, MD.

We would like to request an exemption from including "County" in the domain name due to Worcester being unique, there being no other municipalities or counties in Maryland with the name Worcester. We feel there will not be any confusion as long as the MD is included in the domain name.

This domain name will be used for email and web site name purposes. The use of this domain is consistent with the County of Worcester County Internet policy. In addition, I will ensure the content of the requested domain name conforms to the .gov policy.

In order to obtain and maintain WorcesterMD.gov, Worcester will meet the general and specific requirements for federal agencies, found at https://home.dotgov.gov/registration/requirements.

The following will be listed as contacts for WorcesterMD.gov, which Worcester County will keep up to date in the .gov registrar.

DEPARTMENT OF
INFORMATION TECHNOLOGY
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863
TEL:410.632.5610
www.co.worcester.md.us/departments/it

Administrative contact
Joseph M. Mitrecic
1 W Market St., Snow Hill, MD 21863
410-632-1194
jmitrecic@co.worcester.md.us

Technical contact
Lance Thomas
Deputy Director of IT
1 W Market St., Snow Hill, MD 21863
410-632-5610
lthomas@co.worcester.md.us

Security contact
wc-it@co.worcester.md.us

I understand that if I wish to retire WorcesterMD.gov, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Joseph M. Mitrecic
President
Worcester County Commissioners

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: **Public Hearing Notice**
Pocomoke City Service Area
Expansion of Sewer Planning Area
SW-2022-02

Date: 9/12/22

The Planning Commission met on September 1, 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 expand the sewer planning area to include the New Church, Virginia Royal Farms store.

Mr. Mark Cropper represents Royal Farms, Inc., which is the applicant for this amendment. This amendment seeks to expand the sewer planning area to add the Royal Farm store in New Church Virginia. The applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This potential new wastewater customer will contribute approximately nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The planning amendment has been reviewed by the Planning Commission and was found to be consistent with the *Comprehensive Plan* at their September 1st meeting.

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area to include the subject property.

I have forwarded a draft advertisement for this joint hearing to County Administration under separate cover. 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 staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on September 1, 2022
3. Additional Materials to Planning Commission from County Staff
4. Handout from Applicant to Planning Commission

Attachment 1

Planning Commission Packet

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

August 25, 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 –Town of Pocomoke City Sanitary Area – Expansion of Sewer Planning Area (SW-2022-02)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to expand the S-1 sewer planning area for the Pocomoke City 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.

Mr. Mark Cropper represents Royal Farms, Inc., which is the applicant for this amendment. We have also attached a letter from the Town of Pocomoke City indicating the Town's acceptance of this connection amendment should it be approved. They have presented their reasoning for the acceptance of this additional customer and have also included a draft of their connection agreement specifying terms the Town is imposing on the applicant. This amendment seeks to expand the sewer planning area to add the Royal Farm store in New Church Virginia. The applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This potential new wastewater customer will contribute approximately nine (9) EDUs of flow according to the Town's planning figures. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. The amendment for that prior connection was approved in 2010 under County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of their service area to the plant.

The current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. The Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option for the store's septic system, a desire on the Town's part to avoid a blighted property on a major commercial route into town, and the presence of an existing sewer line that runs right in front of the store are just some of the reasons behind the consideration on the Town's part to plan for this connection. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the previously connected visitor's center, this is the only location over the Virginia state line that the town will support a tie-in to their WWTP.

There was a previously approved amendment (SW-2003-06) that approved the corridor of properties south of the town boundary to the Virginia state line. The town has annexed the median of Route 13 to the state line and the area was designated S-1 by the same amendment. This provides adjacency of an S-1 planning area for the subject property requested in this amendment. The transmission line is currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

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 designates the area(s) designated for improvements (Maryland side) as Municipalities as they are within the municipal boundaries of Pocomoke City.

Municipalities are defined (p.12) as follows:

- "The towns with their existing public services are expected to take up much of the county's projected growth. This will occur through infill and through logical annexations. To minimize unnecessary land consumption, the majority of the towns' growth should occur through infill. Appropriate public service expansions should be planned."

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", under Total Maximum Daily Loads (TMDLs) 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).

- To address the county's responsibility, 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 Four, "Economy" States:

- Work with the towns to help their economic development efforts (p.58).

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).
- Require new development "pay its way" by providing adequate public facilities to meet the infrastructure demand it creates (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Sewer systems should be sized to serve their service areas planned for land uses (p. 74).

Staff's Comments

Staff comments are submitted below for your consideration.

1. The Pocomoke City WWTP has adequate available sewer capacity to handle this addition of flow.
2. The designation of (S-6, no planned service) for the intervening properties between the Virginia Visitor's Center and the Maryland State Line, save for the subject property of this amendment, will deny access to the sewer line for any adjacent Virginia property owners. Only the existing customer, the Visitor's Center, and the Royal Farms store will be allowed to connect to the sewer line.
3. Under the Plan Implementation Chapter of Pocomoke City's Comprehensive Plan states under Economic Development that the town "actively promotes and supports the economic vitality in the region supporting appropriate development in its industrial park and along the US Rt. 13 business corridor (p.128).
4. The abandonment of the current commercially-sized, conventional, septic system that does not have advanced treatment will improve water quality in the Lower Pocomoke watershed of the Chesapeake Bay.
5. Pocomoke City already receives the wastewater from this facility as septage received in their WWTP because of the current pump-and-haul operating arrangement. A connection will supply metered usage revenue for the town in perpetuity. The planned agreement with Royal Farms and the letter detailing their reasoning why the Town desires this connection are included with this application.
6. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications.

If you have any questions, please do not hesitate to contact me at (410) 632-1220.

Sincerely,

Robert J. Mitchell, LEHS, REHS/RS
Director

Attachments

cc: WS Amendment File (SW 2022-02)

Attachment 1

Application and attached Materials

REQUEST FOR AMENDMENT
TO
THE WORCESTER COUNTY WATER AND SEWERAGE PLAN

****

Mail or Present to: Department of Environmental Programs
Government Center, Room 1306
One West Market Street
Snow Hill, Maryland 21863

All appropriate forms and profiles describing the request must be completed and attached hereto (Existing Sewerage System; Existing Water System; Planned Sewerage System; Planned Water System; profiles regarding same, etc.). Pertinent changes to tables currently contained in the Worcester County Water and Sewerage Plan and a copy of the proposed revised map must be submitted in conjunction with this request as well.

Review fees are as follows:

A) Minor Water and Sewerage Plan Amendments (not pertaining to the addition or deletion of a water or sewer system): $100.00
B) Major Water and Sewerage Plan Amendments (pertaining to the addition or deletion of a water or sewer system): $500.00

Type of Amendment: _____ Water ___✓___ Sewerage _____ Other

Character of Amendment: ___✓___ Addition _____ Deletion _____ Change

Applicant's Name, Mailing Address, Phone Number and Appropriate Contact Person:

Royal Farms
Chris Bollino, Construcution Manager
3611 Roland Ave
Baltimore, MD 21211

Owner's Name, Mailing Address, Phone Number and Appropriate Contact Person (if different from applicant):

Property Identification: Royal Farms Store #79, 2497 Lankford Highway, New Church, VA 23415
Tax Map(s) _____ Parcel(s) _____ Tax

EXISTING SEWERAGE SYSTEM

System Name: Pocomoke City Sewer System

Area Served: Pocomoke City Limits, Annexed Areas, & Virginia Welcome Center

Owned By: City of Pocomoke

Operated By: City of Pocomoke

	Current	2010	2020
Population (EDUs, if App.):			
Served:			4,200
Unserved:			
GPCD (EDUs, if App.):			
Capacity (MGD):			
Demand:			
Planned:			

Collection System: Combined Gravity and Pump Stations

Treatment Plant:

- Location: 1634 Dunn Swamp Road, Pocomoke City, MD 21851
- Type: ENR Biolac Treatment Plant
  Enhanced Nutrient Removal
- Site Size (Acres):
  - Occupied: 125 +/- acres
  - Vacant: No
- Site Capacity (MGD):
  - Secondary: N/A
  - Advanced: 1.4 MGD
- Existing Capacity (MGD): 1.4 MGD
- Existing Flow (MGD):
  - Average: 0.550 MGD
  - Peak: 1.2 MGD (in storm conditions)
- Sludge Disposal: None

Discharge:

- Type of Discharge: Effluent discharge to the Pocomoke River
- Location of Discharge: (not exposed) McMichael Ave, Pocomoke City

NPDES Permit: _____

Planned Expansion, Alteration, Abandonment or Other Changes, Allocation, Agreements, Policies, Facility Plan, Etc.:

Royal Farms Store #79 in New Church, VA to hook sewer discharge to the Pocomoke City sewer main. Grease trap provided on-site prior to sewer main.

PLANNED SEWERAGE SYSTEM

System Name: Pocomoke City Sewer System

Priority Category: ASAP

Area to be Served: RoyalFarms Store #79, New Church, VA

Population to be Served (EDUs, if App.): Employees and customers

To Be Constructed By: TK Constrcution

To Be Owned By: Sewer Main to be owned by Pocomoke City
Lateral to main from store to be owned by Royal Farms

To Be Operated By: Sewer Main to be operated by Pocomoke City
Lateral and pump station to be owned by Royal Farms

Planned Collection System: Sewer main

Planned Treatment Facility:
Type: Pocomoke City Wastewater Treatment Plant

Capacity (MGD): 1.4 MGD

Discharge:
Type: Effluent to Pocomoke River - Gravity

Location: McMichael Ave, Pocomoke City, MD

Estimated Cost and Source of Funding: Royal farms

Estimated Begin Construction: ASAP
Estimated Complete Construction: 1 month

District _____

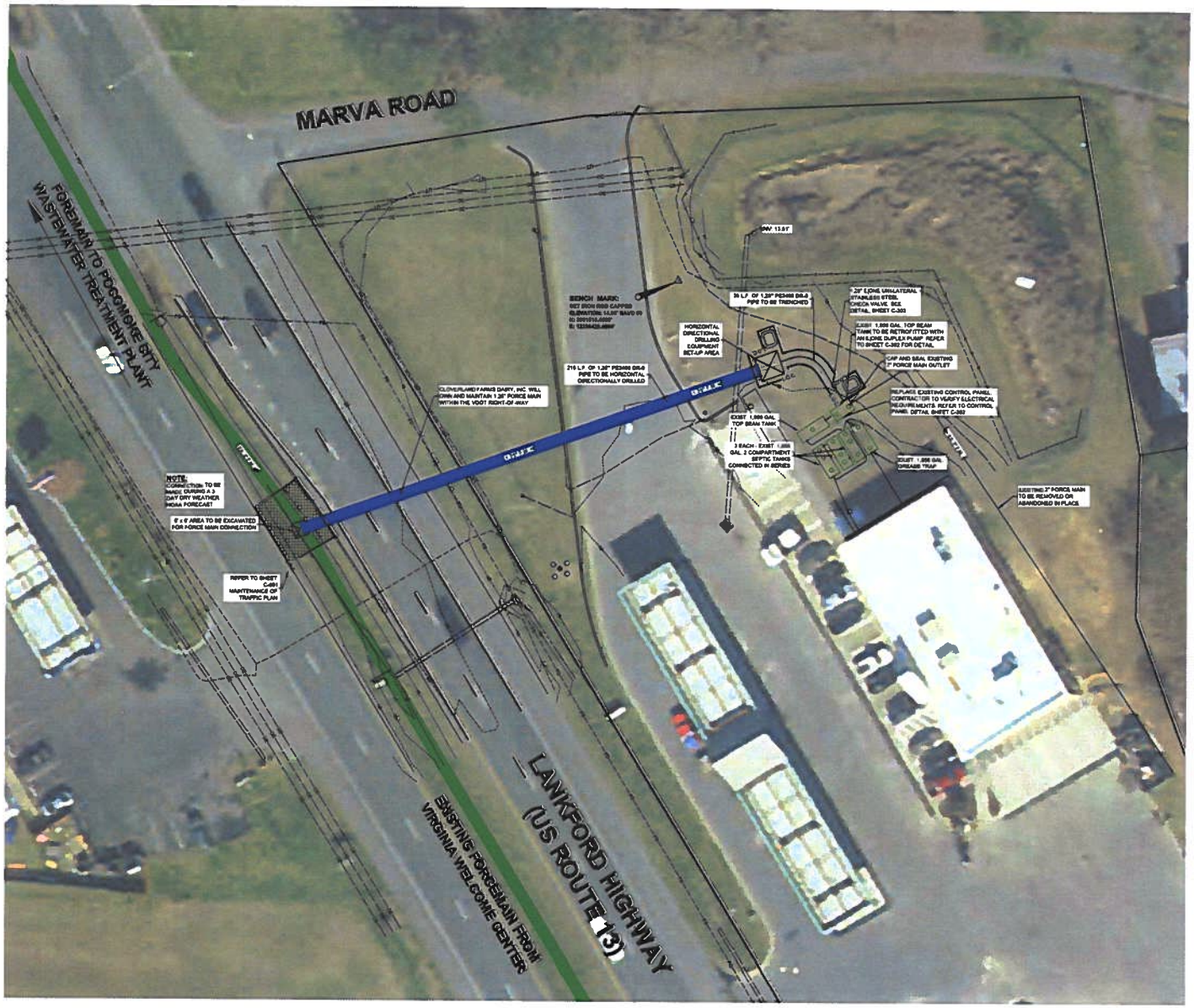
Nearby Roads: Marva Road, U.S. Route 13 (Lankford Highway)

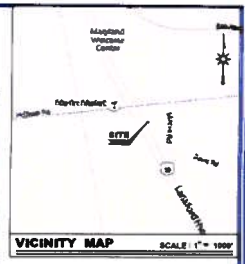
Community: _____

Signatures:

Owner _____ Date 6-15-2022 Date _____ Applicant

Date





BECKER MORGAN GROUP
ARCHITECTURE
ENGINEERING
Dover, DE
309 S. Governors Ave
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965
Salisbury, MD
112 West Main St. Suite 300
Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824
Wilmington, NC
3805 Randall Parkway Suite 211
Wilmington, North Carolina 28403
Ph. 910.341.7600
Fax 910.341.7606
www.beckermorgan.com

PROJECT TITLE
ROYAL FARMS STORE #79
2487 LANKFORD HWY
NEW CHURCH
ACCOMACK, VIRGINIA

SHEET TITLE
EXHIBIT
AMENDMENT TO WORCESTER COUNTY WATER AND SEWERAGE PLAN

SCALE: 1" = 20'

MARK	DATE	DESCRIPTION

PROJECT NO.: 2020061.00
DATE: 07/06/2022
SCALE: 1" = 20'
DRAWN BY: EJHJr. | PROJ. MGR.: EJHJr.
SHEET
V-001

POCOMOKE CITY, MARYLAND

To: Robert Mitchell, LEHS, REHS/RS
Director, Department of Environmental Programs
Worcester County

August 24, 2021

From: Jeremy Mason
City Manager- Pocomoke City

RE: Royal Farms tie-in to Pocomoke City sewer main

Mr. Mitchell,

Pocomoke City is in full support of allowing Royal Farms to begin using their connection from the store to the sewer main. Below are some bullet-points for consideration by Worcester County when addressing the proposed amendment to the Comprehensive Plan:

1) The Pocomoke City wastewater facility is already receiving the septage from the Royal Farms holding tank via pump trucks and will continue to do so until the sewer main is tapped into. Currently, the existing on-site septic is beyond repair.

2) Pocomoke City sees this as a way to support commerce on the Rt 13 commercial corridor and to avoid the possibility of future blighted, closed or failing businesses on the corridor due to lack of sewer availability, which would also inhibit future commercial development.

3) This tie-in will be maintenance-free for the City of Pocomoke and Worcester County (Royal farms will maintain the connection in perpetuity.

4) The tie-in will allow for a better protected area environmentally through the elimination of a failing drain field and potential sewer spills on a neighboring property (Worcester County)

5) The Royal Farms tie-in will provide metered-usage revenue for the City of Pocomoke in perpetuity.

6) The Royal Farms store is the only location over the Virginia line that Pocomoke City will support to tie-in. No other location over the Virginia line will be considered in the future.

7) The sewer main connection that Royal Farms installed in 2021 is not currently active, and is locked in place in off-mode. Our Wastewater superintendent verifies each week that there is no septage being pumped from Royal Farms to the sewer main.

Sincerely,

Jeremy J. Mason, CPM
City Manager

CITY HALL • P.O. BOX 29 • POCOMOKE CITY, MARYLAND 21851
PHONE 410.957.1333 • BILLING: 410-957-2521 • FAX 410-957-0939
WWW.CITYOFPOCOMOKE.COM

POCOMOKE CITY, MARYLAND

Pocomoke City and Royal Farms agree to the following terms on the condition that the Worcester County Commissioners approve the amendment to the Worcester County Comprehensive Plan to allow the Royal Farms store located at 2497 Lankford Highway, New Church, Virginia 23415 to tie into and utilize a sewer connection to the Pocomoke City Wastewater Treatment Plant:

1) Royal Farms will prepay Pocomoke City a one-time $300,000 flat fee for metered sewer usage for the period beginning in 2021 and extending through December 31, 2026. The tie-in/hook up and permit fees will be paid from this cost. The payment will be made within 30 days of the Worcester County Commissioners approval of the amendment to the Worcester County Comprehensive Plan. Payment will be mailed to PO Box 29 Pocomoke City, Maryland 21851.

2) Beginning in 2027, metered sewage fees will be set by the Council as part of the annual fee schedule.

3) Royal Farms agrees to cover all construction and engineering costs for the project. This includes any costs involving the Maryland Department of Transportation, Virginia Department of Transportation, Worcester County or Accomack County.

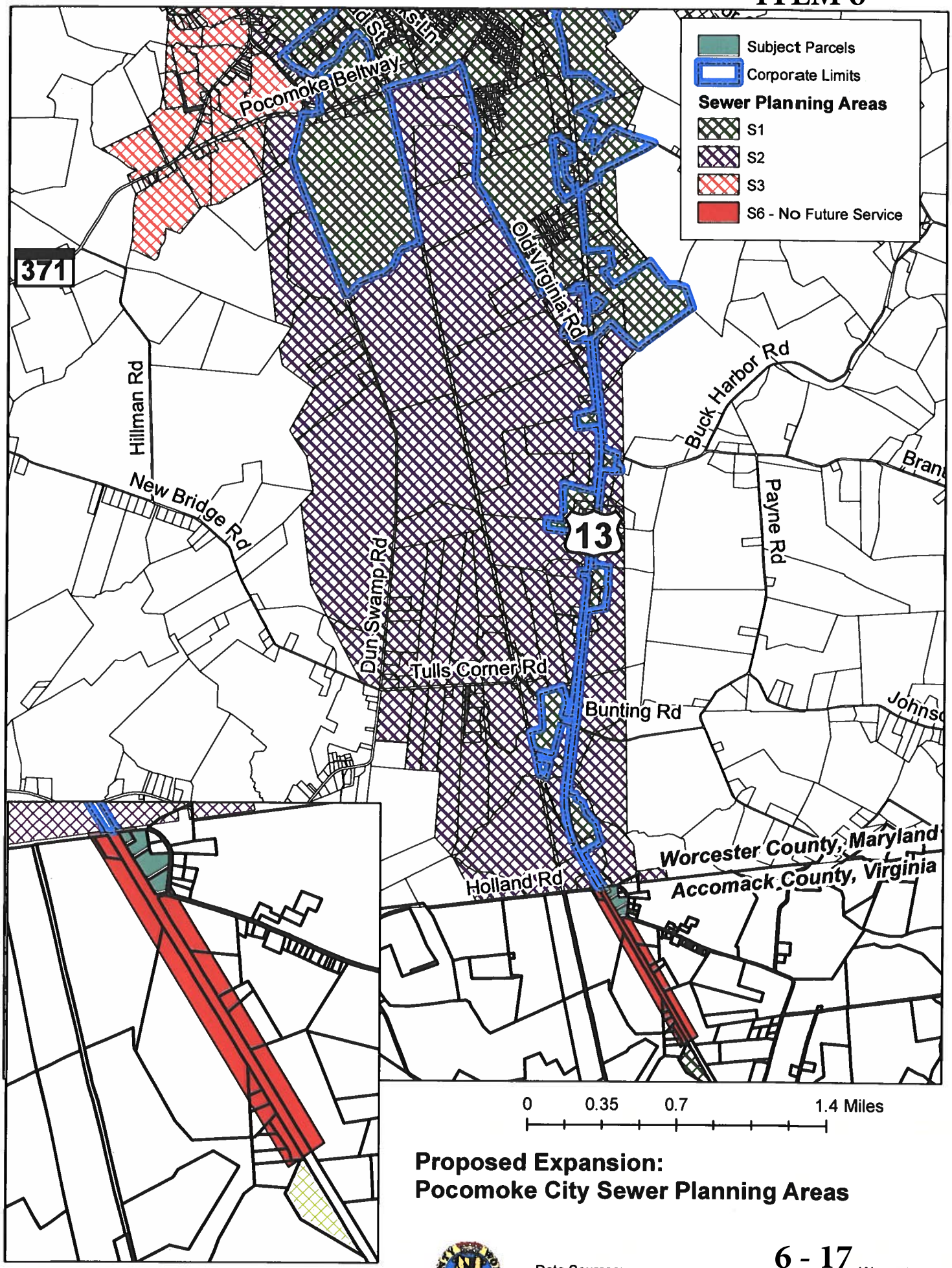
4) Royal Farms agrees to let Pocomoke City's engineering firm (GMB) review the plans from its engineering firm prior to construction or any amendment to the current connection.

5) Royal Farms will be responsible for all ownership and maintenance of the lift station. Grease will not be allowed to enter into the force main. Royal Farms is responsible for maintaining a separate grease trap on the property. If grease enters into the force main from Royal Farms, Pocomoke City may petition the Worcester County Commissioners to rescind the amendment to the Worcester County Comprehensive Plan to allow the connection.

John Kemp, President Royal Farms — Date	Jeremy Mason, City Manager Pocomoke City, Maryland — Date

Attachment 2

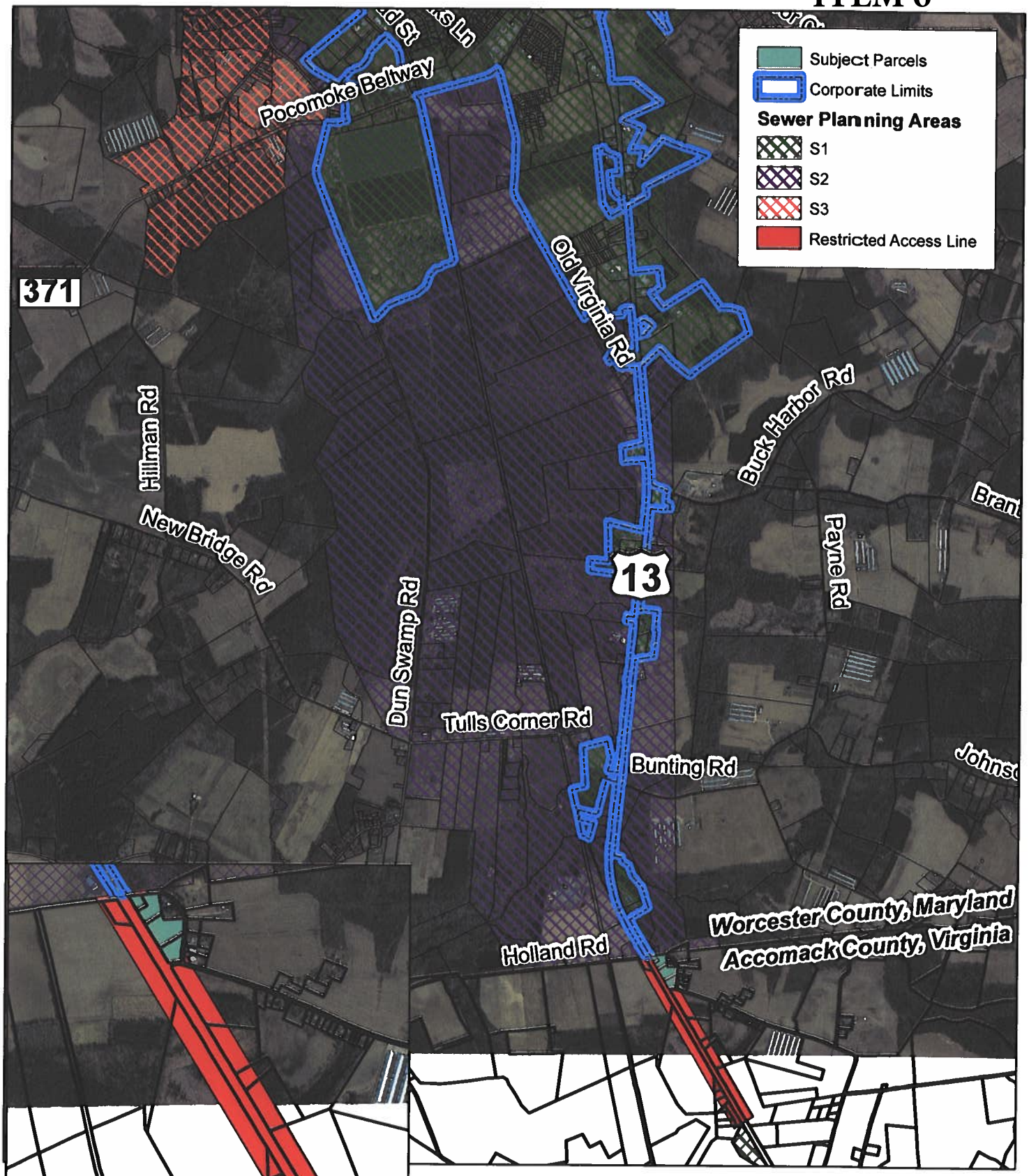
Maps



Proposed Expansion:
Pocomoke City Sewer Planning Areas

October 20, 2021

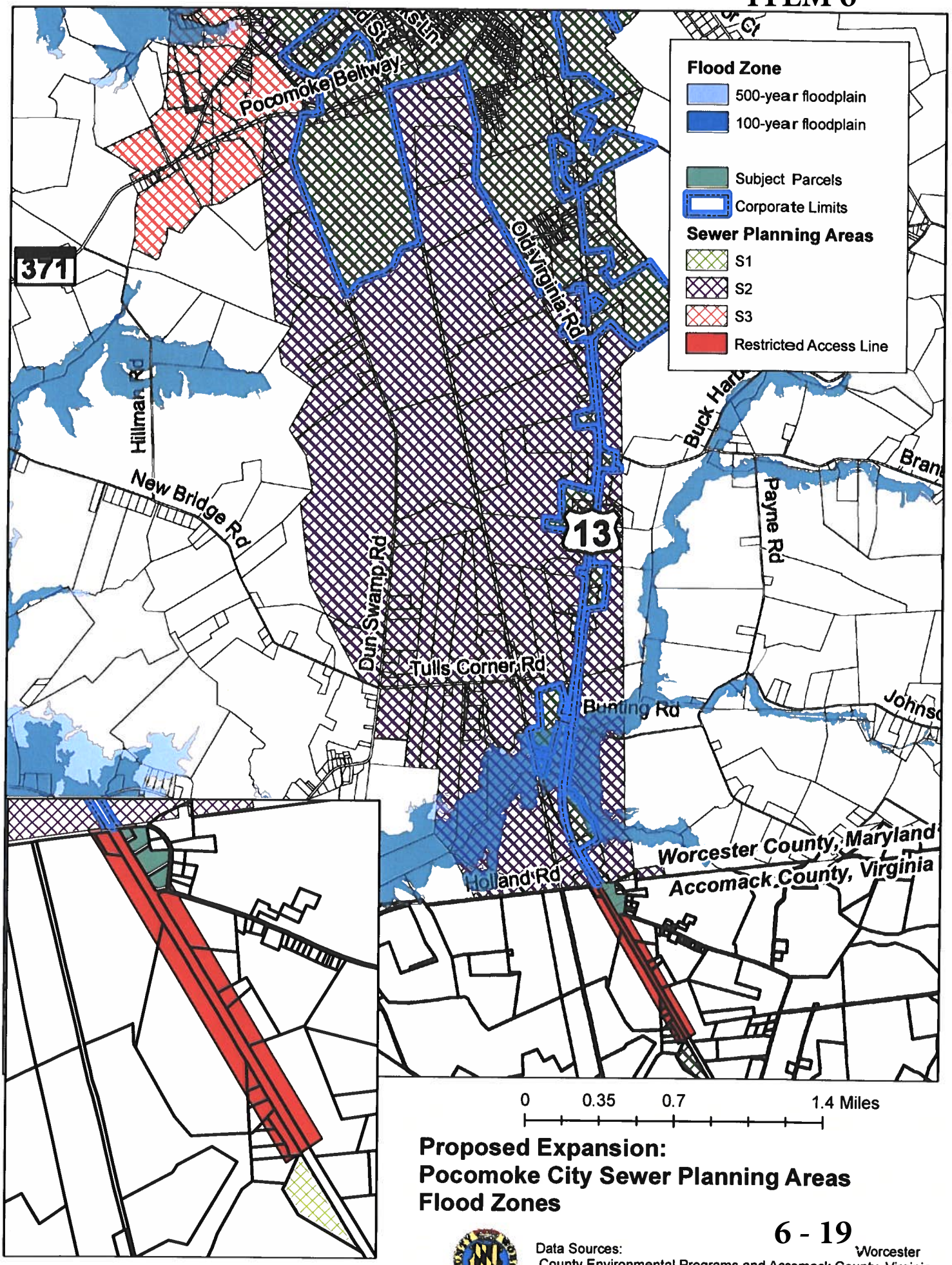
Data Sources:
Worcester County Environmental Programs and Accomack County, Virginia



Proposed Expansion:
Pocomoke City Sewer Planning Areas Aerials

October 20, 2021

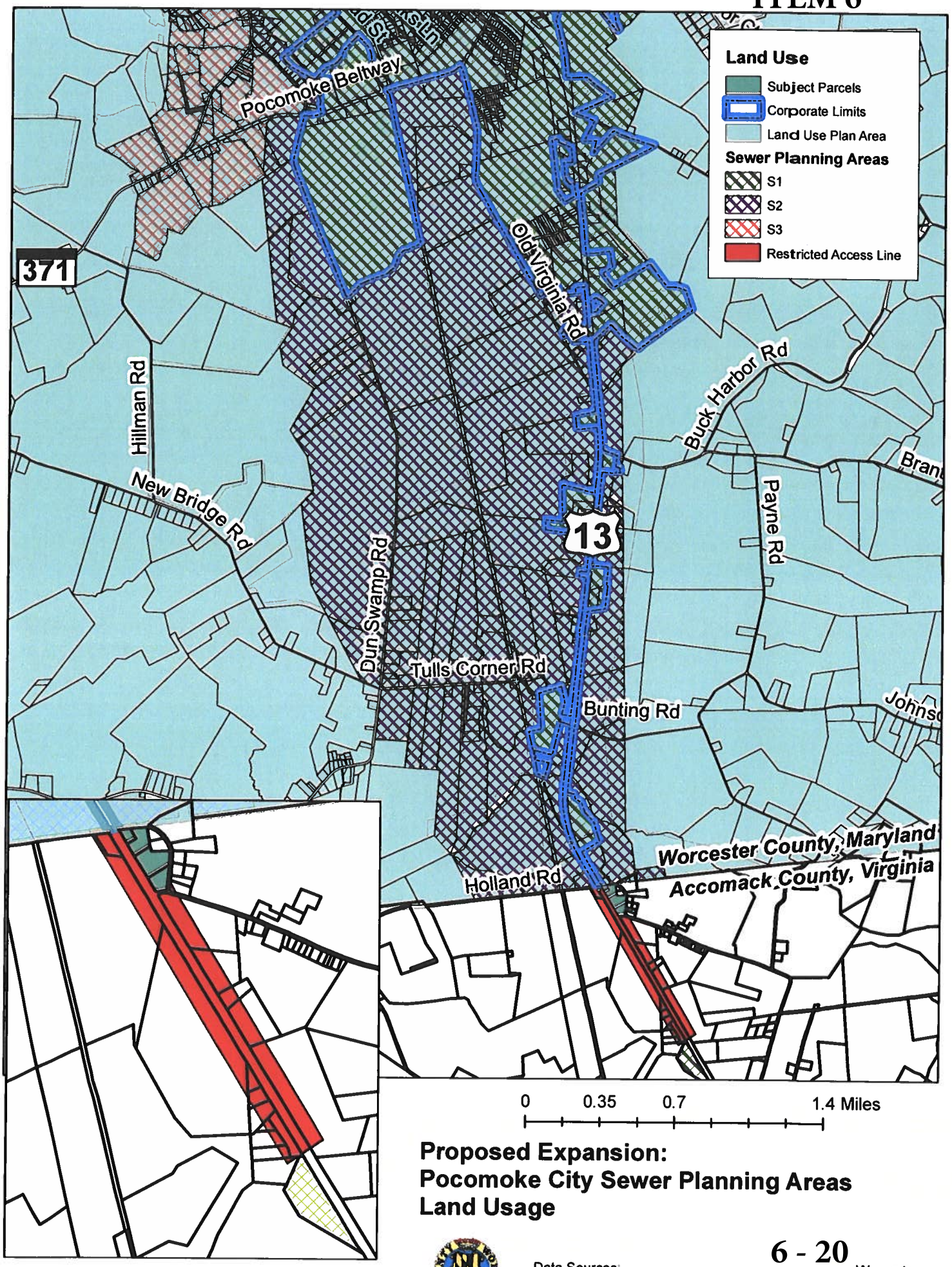
Data Sources: Worcester County Environmental Programs and Accomack County, Virginia



Proposed Expansion:
Pocomoke City Sewer Planning Areas
Flood Zones

October 20, 2021

Data Sources: Worcester County Environmental Programs and Accomack County, Virginia, FEMA

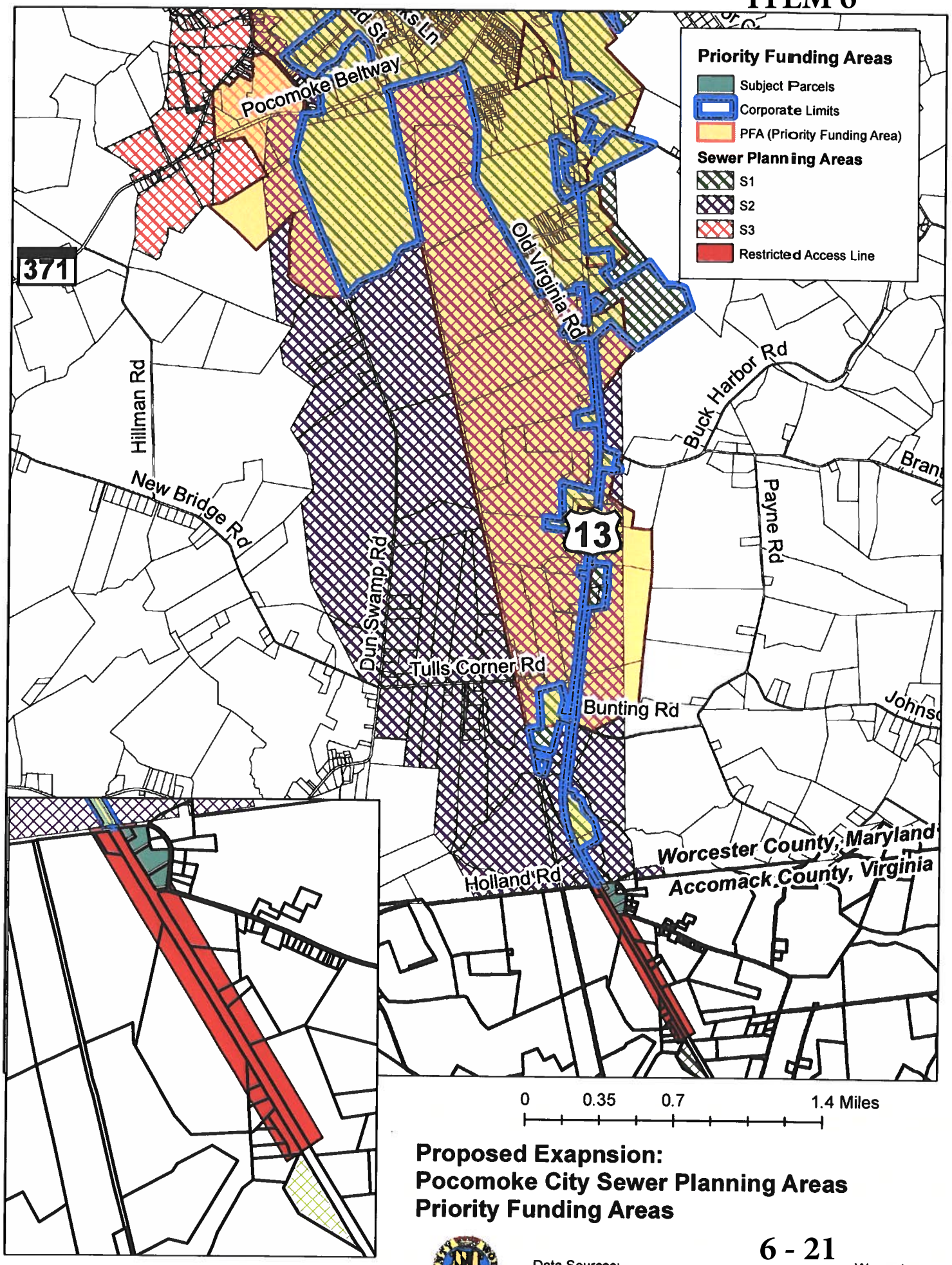


Proposed Expansion:
Pocomoke City Sewer Planning Areas
Land Usage

October 20, 2021

Data Sources:
Worcester County Environmental Programs and Accomack County, Virginia

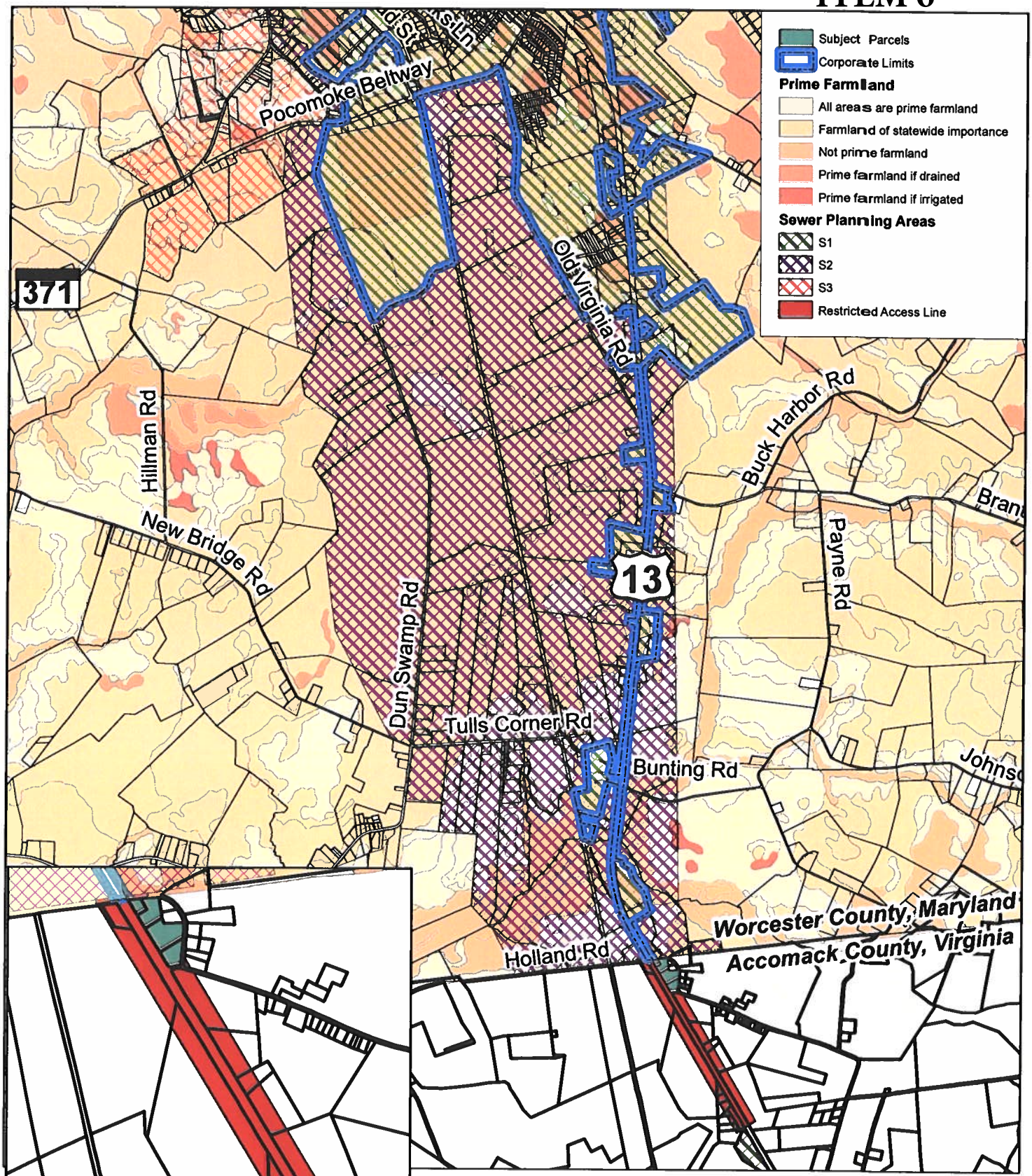
ITEM 6



Proposed Exapnsion:
Pocomoke City Sewer Planning Areas
Priority Funding Areas

October 20, 2021

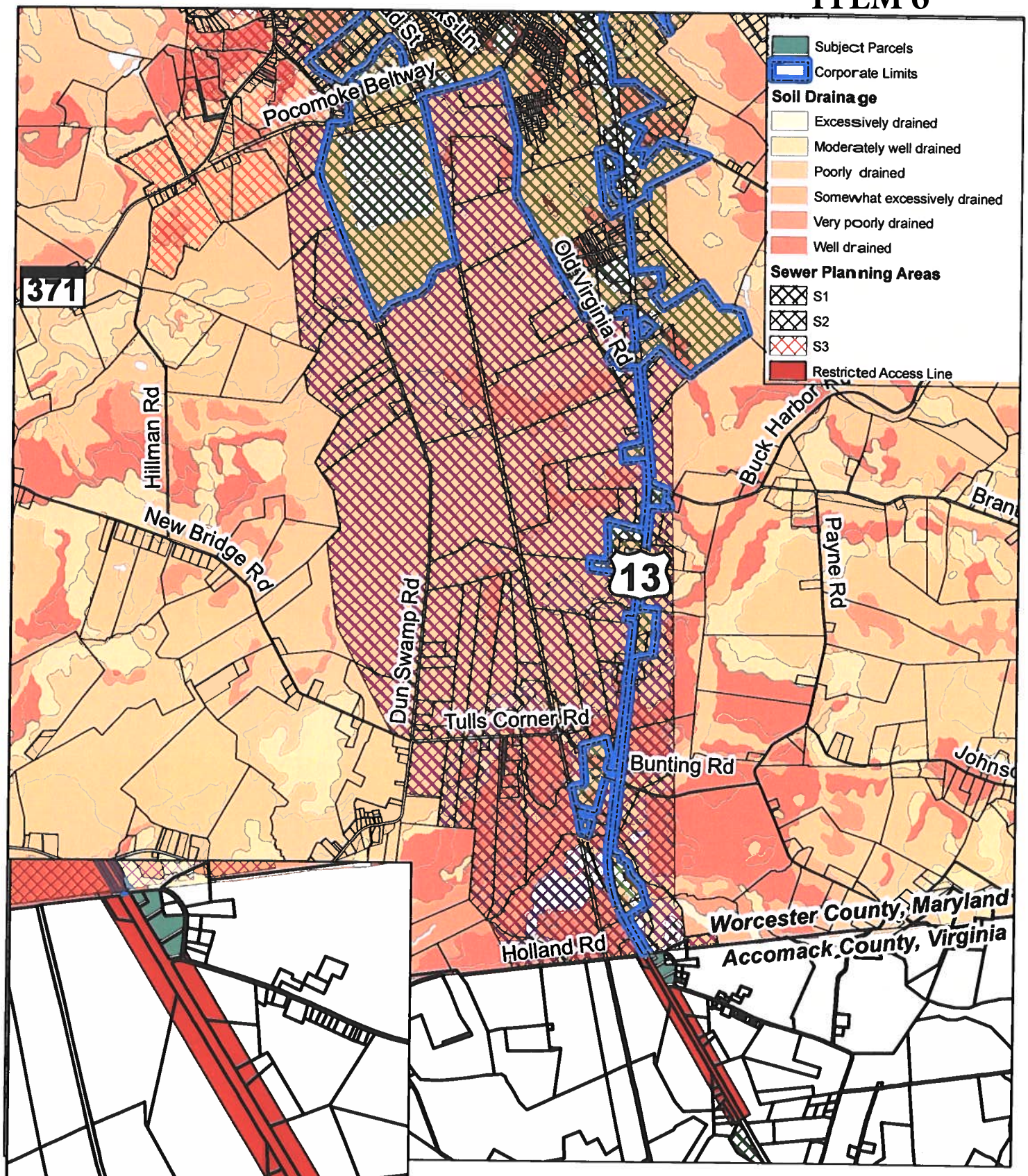
Data Sources:
Worcester County Environmental Programs and Accomack County, Virginia



Proposed Expansion:
Pocomoke City Sewer Planning Areas
Prime Farmland

October 20, 2021

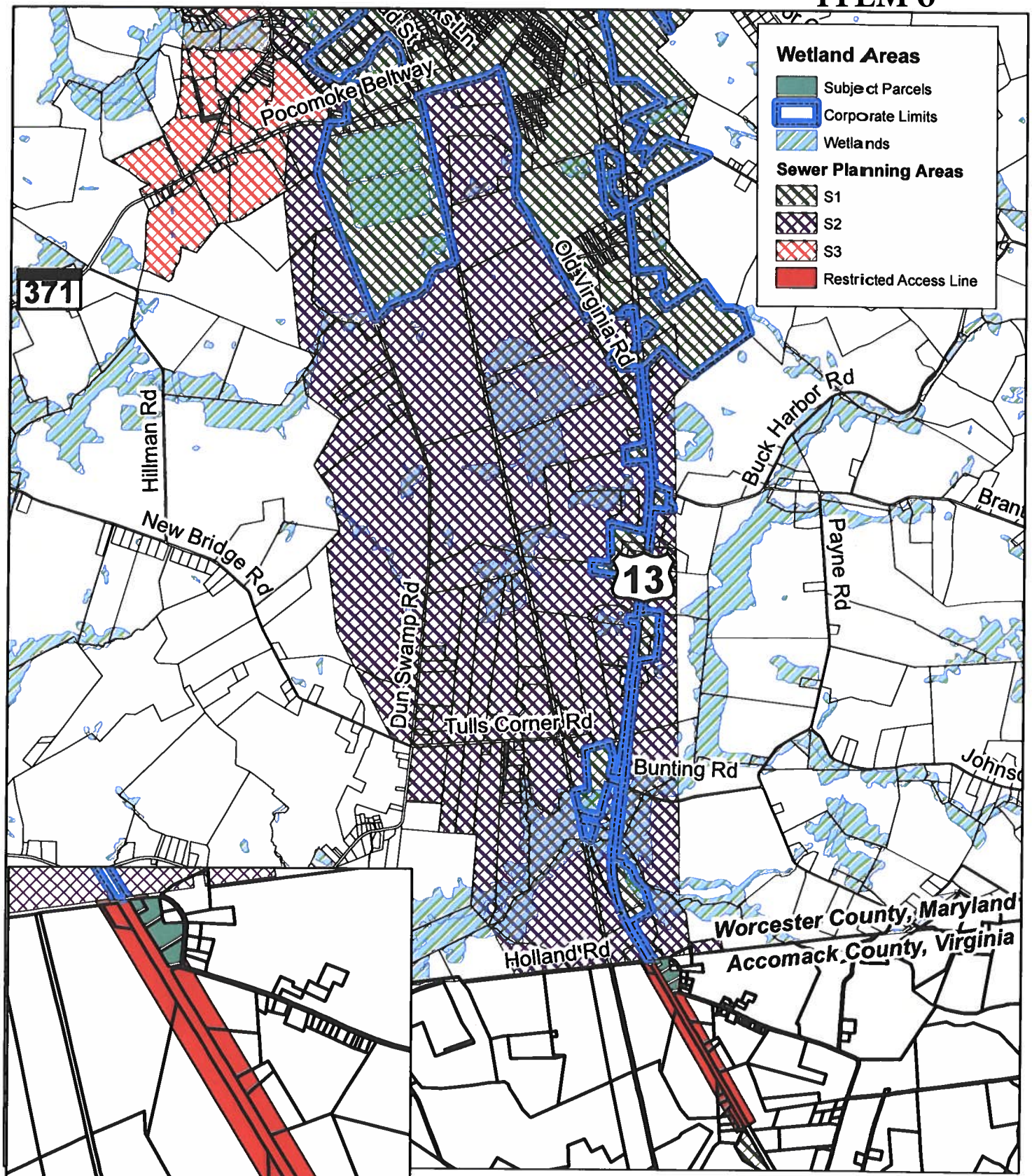
Data Sources:
Worcester County Environmental Programs and Accomack County, Virginia



Proposed Expansion:
Pocomoke City Sewer Planning Areas
Soil Drainage

October 20, 2021

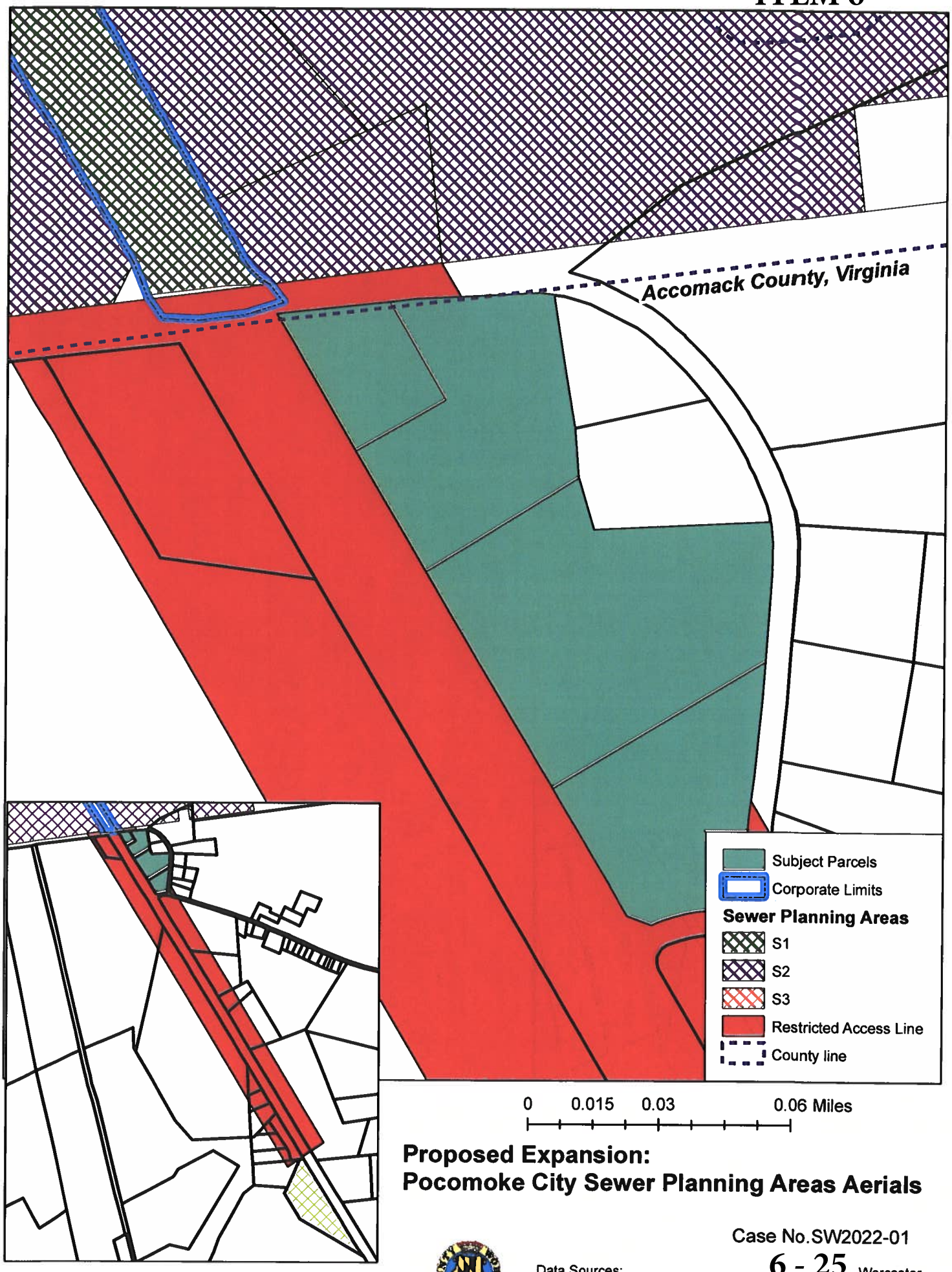
Data Sources:
Worcester County Environmental Programs and Accomack County, Virginia



Proposed Expansion:
Pocomoke City Sewer Planning Areas
Wetlands

October 20, 2021

Data Sources:
Worcester County Environmental Programs and Accomack County, Virginia



Proposed Expansion:
Pocomoke City Sewer Planning Areas Aerials

Case No.SW2022-01

October 20, 2021

Data Sources:
County Environmental Programs and Accomack County, Virginia

Attachment 2

Planning Commission Minutes

VI. Comprehensive Water and Sewerage Plan Amendment

A. As the next item of business, the Planning Commission reviewed an application associated to expand the Pocomoke City sewer planning area to serve a single property, the Royal Farm store located just south of the Virginia state line in New Church Virginia in the *Master Water and Sewerage Plan (The Plan)*. Royal Farms, submitted the amendment and were represented by Mark Cropper. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission.

Mr. Mitchell explained that the applicant requests the inclusion of the store's flow, estimated at 2,250 gpd, in the sewer planning area of Pocomoke City. This flow would amount to nine (9) EDUs of flow according to the Town's planning figures. He indicated that this is essentially the same application as the one the Town submitted in 2021, this time with a different applicant, Royal Farms. The store will connect to a previously installed line completed in 2010 that serves the Virginia Rest Area Plaza, which is also located in New Church, Virginia, south of this property. That plaza tied into an existing force main that runs south from the corporate limits of Pocomoke City to the Virginia state line. Mr. Mitchell added the amendment for that prior connection was approved in 2010 under Worcester County Commissioner Resolution No. 10-11. That amendment also provided for the sewer main widening project that would assist with the delivery of sewage from the southern end of the Town's service area to the plant.

Mr. Mitchell further explained that the current onsite septic system serving the property has failed and the option for repair is limited to a connection to public sewer. He noted that the Pocomoke City Wastewater Treatment Plant (WWTP) is already receiving their sewage as part of their septage receiving flow as the store is on a pump-and-haul arrangement at the present time. That use of the current septic system as a holding tank which needs pumping out every few days is a costly expense for the store's owner. The lack of a sufficient septic repair option is why the Royal Farms ownership group is applying for this amendment. The corporation will pay all infrastructure, connection, and associated town charges for this sewer hookup. Besides the visitor's center, this is the only location over the Virginia line that the town will support a tie-in to their WWTP. The transmission line is currently designated as a restricted access line and this amendment requests that designation remain, save for the addition of the subject property.

Mr. Mitchell added that he also provided the Rt 13 Utility Contract for Sewer Service between Virginia Department of Transportation (VDOT) and Pocomoke City to the Planning Commission before the meeting. That contract details how the original connection was made for the Visitor's Center. County staff also provided with the application a letter from the Town indicating support of this proposed connection, reasoning for their support of the connection, and includes the proposed contract for connection between the Town and Royal Farms.

Mr. Cropper introduced himself and indicated to the Planning Commission that he was here representing the applicant, Royal Farms. He introduced Chris Bollino, Royal Farms construction manager and Jeremy Mason, City Manager for the Town of

Pocomoke City. He indicated that the 2021 amendment failed at the County Commissioner public hearing on a 3-3 tie. He further explained that Commissioner Church was not present for that hearing, and would like the opportunity to be heard on this matter. Mr. Cropper explained to the Planning Commission that the amendment was in conformance with the County Comprehensive Plan and the Town's plan, the same as the last amendment. He said the Town does receive this sewage currently via pump and haul by sewage trucks delivering to the Town's wastewater plant. He indicated that the pipe is already in the ground in front of the store, the pipe is sized for the addition of this store, everyone knows this works, and that it's just a matter of the County Commissioners approving this amendment

Mr. Cropper introduced Chris Bollino, construction manager for Royal Farms. He asked if everything was the same as before, Mr. Bollino responded it was. He asked Mr. Mason, City Manager, if everything was the same as before, Mr. Mason responded it was. He asked if the Town agreed with this connection and Mr. Mason indicated it was and referenced the letter from his office that is in the application packet. He also indicated that the Town wanted to modify the existing agreement with VDOT and VDOT has approved this connection by virtue of the connection permit approval.

Mr. Cropper introduced Jeff Harman of Becker Morgan to explain specifics involved with the connection. Mr. Harman indicated that the sewer force main running by the store is currently utilizing 18% of its capacity, the store would take another 10% of the line's capacity, leaving over 70% of the capacity for the remaining customers along the main route. Mr. Cropper stated that the owners of the Royal Farms store had replaced the system twice and could not replace the system again on the property. Due to the expenses in hauling multiple loads to the Town's plant, if they cannot secure this connection, they will have to shut down the store that has been there 29 years and lay off the 40 employees, many who are from the Pocomoke City area.

Mr. Cropper handed out an exhibit for the Planning Commission and staff that depicted the store location and environmental features adjacent to the property. They indicated drainage from the store's property would flow to Worcester County to Pitts Creek, a tributary of the Pocomoke River. Mr. Harman said that eliminating the threat of surface runoff to the creek and ending the pump and haul trips to the wastewater plant, up to four (4) times a week, would be a benefit to the local environment.

Mr. Cropper finished his presentation by stating this amendment was favorable with the Comprehensive Plan. He added positive economic talking points regarding this potential connection: that Royal Farms has invested millions of dollars in Worcester County for their existing properties and was a large employer of county residents. Regarding similar instances of cross-border service, Mr. Cropper mentioned that there are over 250 residential properties in northern Worcester County served by Delaware treatment plants, that have an assessed value of tens of millions of dollars. He closed by asking for a favorable recommendation as was done in the prior amendment by the Planning Commission.

The Planning Commission members did have a few comments. Mr. Barbierri, Chairman, indicated that he was concerned about the accidents in the Rt 13 corridor and didn't like the idea of multiple truckloads a week from this store traversing those heavily travelled roads. Mr. Wells said he objected to the connection to the Virginia store. He said others would try to connect and if this continues then Virginia needs to establish a sewer service in the area. He also added that it would take capacity from the Pocomoke wastewater plant.

Following the discussion, a motion was made by Ms. Ott, seconded by Ms. Knight, to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was 4-2 with Commissioners Clayville and Wells opposed.

Attachment 3

Additional Materials Submitted to Planning Commission by Staff

MEMORANDUM OF AGREEMENT
UTILITY CONTRACT FOR SEWER SERVICE

Virginia Department of Transportation
And
Pocomoke City, Maryland

THIS AGREEMENT is made and entered into this 2nd day of May, 2011 between the Commonwealth of Virginia Department of Transportation, **(herein referred to as "VDOT")**, and Pocomoke City, Maryland **(hereinafter referred to as "the City")**.

WITNESSETH

WHEREAS, VDOT owns and operates a safety rest area and welcome center on Route 13 in Accomack County, Virginia (Rest Area) and desires to discontinue use of its own wastewater treatment facilities and connect to the City's wastewater treatment system (City Utility System); and

WHEREAS, the City is agreeable to connecting the Rest Area to the City Utility System provided VDOT constructs the required facilities (Connector Facilities) between the Rest Area and the City's Utility System, pays the connection fee and monthly service fee as provided in this Agreement, and abides by the other terms of this Agreement and the Ordinances and Regulations of the City.

NOW THEREFORE, for the mutual considerations herein contained, the parties agree as follows:

A. VDOT will design and construct the Connector Facilities, including a new pump station and force main, between the Rest Area and the City Utility System. The Connector Facilities shall be constructed to plans and specifications as mutually agreed in writing by both VDOT and the City.

B. VDOT will obtain permits for the construction of the Connector Facilities, including the wastewater lines within the highway right-of-way in the State of Maryland. The City will cooperate with VDOT in the acquisition of permits, as necessary.

C. VDOT's consulting engineer will design and prepare the project plans, specifications and estimates for the Connector Facilities and VDOT will cause the project to be bid in accordance with the Code of Virginia and constructed according to the project plans and specifications. VDOT will supervise the construction and the City will have the right to inspect the Connector Facilities while under construction and approve construction of the same in accordance with the approved plans and specifications.

D. The City will provide a wastewater connection point for VDOT to tie the Connector Facilites into the City Utility System, approximately 1245 linear feet past the state line on Route 13. The final tie-in shall be shown on a location map mutually agreed to in writing by both VDOT and the City prior to completion of the final plans and specifications.

E. Upon completion of the Connector Facilities the City will assume all ownership, operation and maintenance of that portion of the Connector Facilities in Maryland, including the approximate 1245 L.F. of force main that begins at the Virginia – Maryland state line and connects to the City's existing Utility System.

F. Upon completion of the Connector Facilities VDOT will assume all ownership, operation and maintenance of that portion of the Connector Facilities located in Virginia, including the force main on VDOT right of way as well as any lines, equipment and facilities located in its buildings or elsewhere at the Rest Areas.

G. VDOT will pay to the City a connection fee of $150,000 for connection to the Utility System to be paid upon completion of the Connector Facilities and the commencement of service.

H. It is expected that the Rest Area will generate an annual flow of 10,000 gpd of wastewater and the City agrees to collect and treat at least this amount of wastewater from the Rest Area. VDOT will pay the City for its services based upon the monthly metered usage for the Rest Area at the wastewater fee rate charged by the City for commercial customers. The City will read the meter and bill VDOT for payment on a monthly basis, and VDOT will pay for such service promptly upon billing. Service may be modified or terminated as provided in the rules, regulations and ordinances governing wastewater treatment as adopted and amended by the City.

I. The City and VDOT agree to the following additional covenants.

1) If, at any time after the initial construction of the Connector Facilities is completed, it becomes necessary due to highway construction or improvements initiated or approved by VDOT to relocate, reconstruct or modify the Connector Facilities, the complete cost of relocation will be the responsibility of VDOT. If, at any time after the initial construction of the Connector Facilities is completed, it becomes necessary, due to highway construction or improvements initiated or approved by the City, to relocate, reconstruct or modify the Connector Facilities located in the State of Maryland, the complete cost of such relocation, reconstruction or modification shall be paid for by the City.

2) The City agrees that no service taps for service to any customer other than VDOT will be made from within the City's or the State of Maryland's right of way to the Connector Facilities unless VDOT approves in writing, in advance.

3) This agreement shall be binding on each party and each party's successors, assigns and legal representatives in respect to all covenants and agreements herein.

4) All notices, demands and other communications under this agreement shall be in writing and either personally served or given by certified mail, postage prepaid, return receipt requested, if to VDOT, to:

VDOT Maintenance Division
1401 E. Broad Street
Richmond VA, 23219
Attn: Allen Campbell;

and if to the City, to:

City Manager
Pocomoke City
101 Clarke Avenue
Pocomoke City, MD, 21851

or to such other addresses as may be requested by the parties in writing at least one (1) week prior to the date of such notice. Any notice given shall be deemed given when delivered, if personally served, or if delivered by mail, three (3) days after being posted with the U.S. Post Office, first class postage pre-paid.

5) If any clause, section or provision of this agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect any of the remaining clauses, sections or provisions hereof, and this agreement shall be construed and enforced as if the illegal, invalid or unenforceable clause, section or provision had not been contained in it.

6) The failure of VDOT or the City to insist in any one or more cases upon the strict performance of any of the promises, representations or warranties of this agreement shall not be construed as a waiver or relinquishment of any right as to future performance of the same or any other promises, representation or warranty hereof. No waiver by VDOT or the City of any provision of this agreement shall be deemed to have been made unless expressed in writing signed by the party making the waiver.

7) If any party to this agreement asserts a legal challenge against the other party, such challenge shall be brought in the jurisdiction and in accordance with the laws of the jurisdiction of the other party.

8) This Agreement shall be construed and governed in accordance with the Constitution and laws of the Commonwealth of Virginia. Nothing in this Agreement shall be construed to subject VDOT or the Commonwealth of Virginia or the City to the jurisdiction of any court or governmental authority of any other state. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of VDOT, the Commonwealth of Virginia or the City.

Insofar as authorized by law, this agreement shall be binding upon the parties hereto, their successors or assignees; however, this agreement may be amended or terminated upon the written agreement of both VDOT and the City.

In WITNESS WHEREOF, the parties sign and cause this Agreement to be executed on this the _____ day of _____, 20___.

_____ 5/29/11

Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation

Date

_____ 5/29/11

Signature of Witness

Date

_____ 5/3/11

Bruce A. Morrison, Mayor
Pocomoke City, Maryland

Date

_____ May 3, 2011

Signature of Witness

Date

9) Nothing in this Agreement shall be construed to as creating any personal liability on the part of any officer, employee or agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties to this Agreement.

10)

The parties hereto covenant and warrant to each other that all formalities and approvals necessary to validly enter into this agreement have been observed and obtained prior to the execution of this agreement.

This agreement may be amended to add, modify, or delete provisions with the written, mutual consent of VDOT and the City.

EXHIBIT A

Plats Depicting Easement Locations

Form AT-1
Rev date 03/28/11

COMMISSIONER'S AGREEMENT TRANSMITTAL FORM

This form is to be used only for agreements submitted to the Commissioner or his designee for signature. Please see Instructions on page 2 for further information and submit to the appropriate member of the Commissioner's staff.

① *To be completed by Division/District:*
Division/District: CO Maintenance Division
Submitted By: Emmett R. Heltzel, P.E.
Phone: 804-786-2949
Date Due: 06/01/11 mm/dd/yy
Date Returned: _____
Agreement/Project Name: Memorandum of Agreement Utility Contract for Sewer Service, Virginia Department of Transportation and Pocomoke City, Maryland
Contractor/Consultant Name: Pocomoke City, Maryland Contract Amount: $150,000.00
Purpose of Agreement: The agreement is for sanitary sewer flow acceptance from Pocomoke City by the VDOT New Church Rest Area and Welcome Center, located on Route 13.
Project & UPC Number: pending
Project & UPC Number: _____

Note: Attach Form AS-58 if agreement pertains to consultant contract. Form AS-58 attached? ☐ Yes ☐ Not applicable

Comments/Special Handling Instructions: _____

② *Approval of Agreement- Name of person approving agreement & date for all that apply*
☒ Division/District Administrator: Emmett R. Heltzel Date: 5/18/2011
☐ Other (specify name & title): _____ Date: _____
☒ Reviewed by the Office of the Attorney General (*See Instructions*) Date: 05/16/2011

③ ***Commissioner's Staff Approval** – Signature of Commissioner's Staff approving agreement & date. The CFO must approve if agreement involves the expenditure of funds as well as the Deputy or Director/Chief responsible for the Division/District. Signature on this form certifies that all applicable approvals & reviews have been completed:*

	Signature	Approved	Not Approved	Date
☐ Charles Kilpatrick		☐	☐	
☐ Reta Busher		☐	☐	
☒ John Lawson	John Lawson	☑	☐	5/23/2011
☐ Gary Allen		☐	☐	
☐ Malcolm Kerley		☐	☐	
☒ Constance Sorrell	Constance A Sorrell	☑	☐	5/22/2011
☐ Richard Walton	This does not need to go to the CTB per OAG + Rick because it's a service contract with a locality	☐	☐	
☐ Wanda Wells		☐	☐	
☐ Jeff Caldwell		☐	☐	
☐ Grindly Johnson		☐	☐	

Commissioner's Staff Comments: _____

④ ***Commissioner's Approval -*** ☑ Approved ☐ Not Approved Date: 5/29/11
Comments: _____

Print Fc

APPLICATION FOR UTILITY PERMIT
MARYLAND STATE HIGHWAY ADMINISTRATION

Permit No.: _____ Date: 2011-06-14 15:46:08

SECTION I – TYPE OF PERMIT REQUEST (Check One Only)

- ☐ Utility Construction Permit
- ☐ Blanket Permit (Tree Trimming, Utility Infrastructure Maintenance/Emergency Permit)
- ☐ Utility Installation and Upgrade Permit Extension Permit Number to be Extended: _____
- ☒ Utility Relocation Permit (for SHA Projects) SHA Project Number: _____
- ☐ Remarks/Reason for need of extension:

VDOT intends to extend rest area wastwater discharge to Pocomoke City Utility system

SECTION II – UTILITY COMPANY INFORMATION

Name: Pocomoke City, Maryland Phone: +1 (410) 957-1333

Address: 101 Clark Avenue Fax: +1 (410) 957-0939

City: Pocomoke City State: MD Zip: 21851 E-mail: russ@cityofpocomoke.com

SECTION III – LOCATION & DESCRIPTION OF FACILITIES UNDER PERMIT

A. LOCATION OF WORK

SHA Route #: US Route 13 Also known as (street name) Lankford Highway

From: MD/VA State Line (Holland Road) To: ±1250' north of State Line at US 13 Visitors' Center.

County: Worcester Utility Company's Reference # or Job ID #: _____

B. DESCRIPTION OF PROPOSED UTILITY WORK

☐ Routine Maintenance & Repair of Existing Utilities ☒ Construction / Relocation of Underground Utilities

☐ Construction / Relocation of Aerial Utilities ☐ Other (Specify) _____

Description of proposed work (brief summary of Section V questions):

Extension of ±1250 lf of 3" Force Main from MD State Line to existing Force Main in US Route 13

☐ No Pavement Cuts ☒ Pavement Cut (Trenching / Test Pits) ☐ Trenchless Installation (Specify): _____

Anticipated Start Date: 09/01/2011 Duration of Work: 12 weeks

C. PROJECT SPECIFIC CONTACT INFORMATION

Name: Mr Allen Campbell Title: VDOT - SRA Program Manager

Phone: +1 (804) 786-0668 Fax: _____ E-mail allen.campbell@vdot.virginia.gov

SECTION IV – TRAFFIC CONTROL INFORMATION

Posted Speed Limit: 55

TRAFFIC NOTES/TRAFFIC CONTROL PLAN STATUS:

- ☐ Expressway / Freeway Highway TCP
- ☐ Site Specific TCP
- ☒ Secondary Highway TCP
- ☐ Submitted to MSHA: Date - _____
- ☐ Lane Closure Permit Required
- ☐ Sidewalk Closure: ☐ 15 Days or Less ☐ Greater Than 15 Days

Traffic Control Manager (Name): Karl Atkinson E-mail hurleyl@branscome.com

Contact Information Phone #: 757-787-4801 Fax: 757-787-8149

SECTION V – QUESTIONS

To be completed by applicants for Utility Construction and Relocations Permits only:

1. Will aerial wires or cables be installed within the public rights-of-way under this permit?
   ○ Yes ◉ No If yes, complete the following.
   a) Total length of aerial utility installations (To be measured longitudinally along the centerline of the utility. Multiple wires or cables on the same poles that provide the same type of utility service shall be measured as one installation.): _____ LF
   b) Total number of new poles to be installed within the public rights-of-way: _____ each
   c) Total number of existing poles to be relocated within the public rights-of-way: _____ each
   d) Total number of new guys to be installed within the public rights-of-way: _____ each
   e) Will placement of facilities comply with SHA ADA compliance policy: ○ Yes ○ No

2. Will underground utilities be installed within the public rights-of-way under this permit?
   ◉ Yes ○ No If yes, complete the following.

   In the following table, list all of the underground utilities to be installed within the public right of ways under this permit. Length shall be measured longitudinally along the utility. Multiple conduits or cables within the same trench that provide the same type of utility service shall be measured as one utility installation. Include manholes and/or handboxes.

Location			Length installed under the roadway or paved shoulders	Length outside paved areas
Street	From	To		
US Route 13	MD State Line	US 13 Visitors Center	150 lf	1100 lf
Total Length of Underground Utilities:				1250 lf

3. Will sidewalk closure(s) be required to perform this work? ○ Yes ◉ No
   If yes, a plan for rerouting pedestrian traffic must be included with the application.
4. Will excavation of sidewalk(s) be required to install utilities under this permit? ○ Yes ◉ No
   If yes, what type of sidewalk will be excavated? _____

SECTION VI – CERTIFICATION

I hereby certify that I have authorization to make this application and that the information is complete and correct. I understand that false statement or misrepresentations could results in, among other things, revocation of the application or permit.

It is also hereby agreed and understood that in consideration of the approval of this application that: (i) the applicant agrees to all the terms and conditions of the permit issued; and (ii) the proposed construction shall be performed and completed in accordance with all applicable County, State, and Federal laws, rules, regulations and ordinances, and subject to the inspection and control of SHA; and (iii) that all plans and other documents submitted by the applicant for approval by the SHA in connection with this application are hereby made a material part of this application.

Russell W. Blake — Print Name

Russell W Blake — Signature

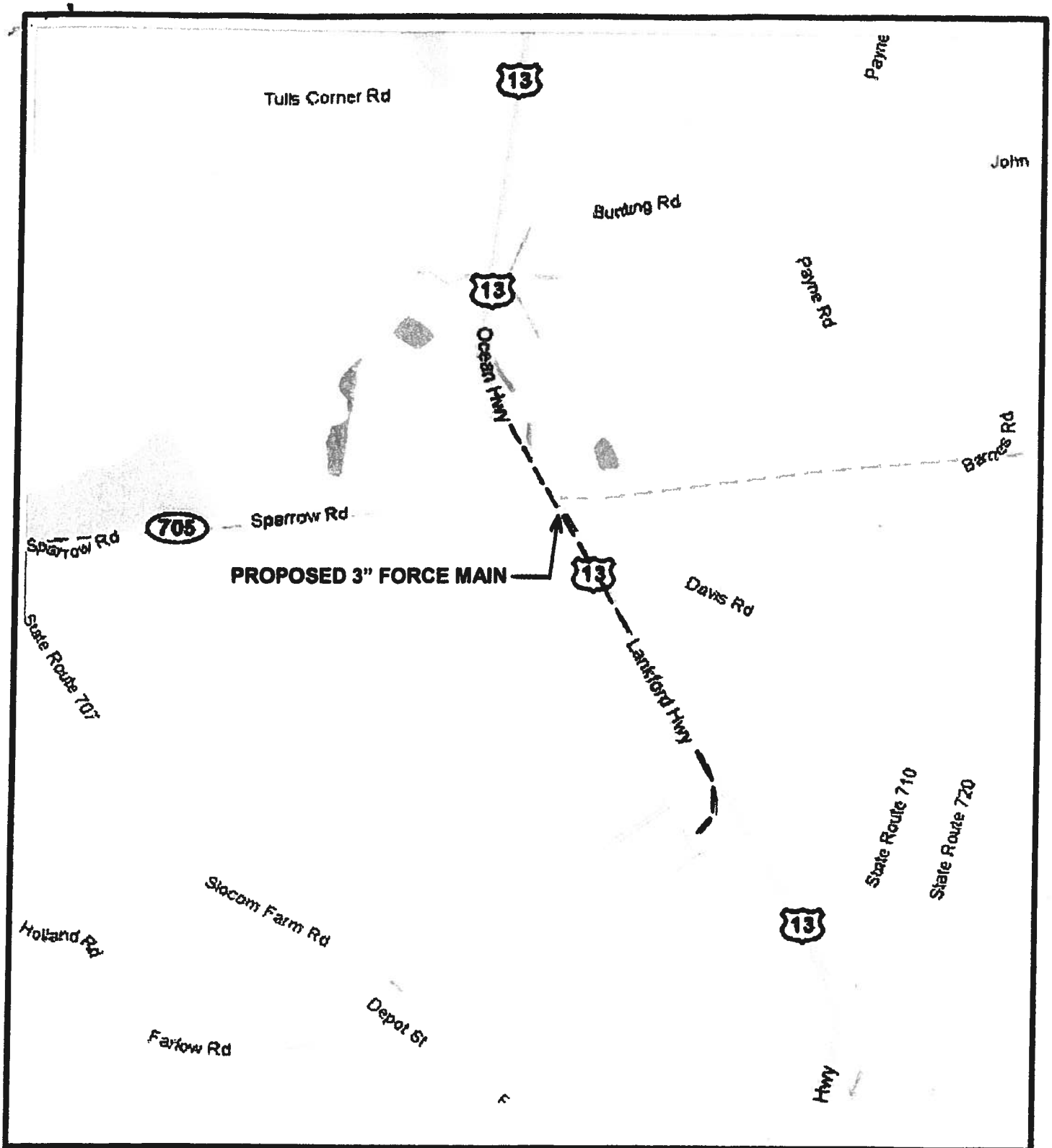
6/21/11 — Date

Telephone Number: 410.957.1333 E-mail: russ@cityofpocomoke.com

Notes:

1. Submit proof that the Traffic Manager listed on the application is certified.
2. It is the applicant's responsibility to obtain any additional permits, approvals or licenses from other agencies which may be required.
3. For Utility Construction Permits, the applicant must complete Section V.
4. Items A through D below are to be submitted as three (3) separate packages. Each package is to be neatly folded to an 8½" X 11" size.
   a. A copy of the permit application
   b. A copy of an 8½" X 11" vicinity sketch with the area of work indicated with a colored pen or pencil
   c. A copy of the plans for the proposed work within the State Highway Administration right-of-way showing the location in relation to the roadway
   d A copy of the Traffic Control Plan or applicable standard

Return to: District Utility Engineer, State Highway Administration to the District where the work is being performed



VICINITY MAP
FOR
VDOT NEW CHURCH

MSA, P.C.
Environmental Sciences • Planning • Surveying
Civil & Environmental Engineering • Landscape Architecture
5033 Rouse Drive, Virginia Beach, VA 23462
757-490-9264 (Ofc) 757-490-0634 (Fax)
www.msaonline.com

PROJ. NO.: 06127A
DATE: SEPTEMBER 30, 2011

VDOT

MARYLAND STATE HIGHWAY ADMINISTRATION
Engineering District 1
Utility Permit No. SHA-1-WO-0078-11

Route: US 13 Issue Date: 11/30/11 Expire Date: 11/29/12

PERMISSION IS HEREBY GIVEN TO: CITY OF POCOMOKE
101 CLARK AVENUE
CITY OF POCOMOKE, MD 21851
ATTN: MR. RUSSELL BLAKE (410-957-1333)

So far as the State Highway Administration has the right and power to grant same:

Install approximately 1250' of 3" PVC Force main inside SHA right of way along US 13 (Langford Highway) in Worcester County. Job to begin at Maryland/Virginia State Line and proceeed in northerly direction approximately 1250 LF to existing Force Main near Maryland Rest Area site. The specification, restoration and alignment of proposed sanitary force main shall be as per approved drawing submitted by MSA, P.C. contract #501-A1501-001 for VDOT Rest Area and Information Center pump Station & Forcemain Project. All facilities shall be placed a minimum of 36" below existing grades including drainage facilities.

Special Note:

1. Restoration of roadway shall be "in kind" and shall be completed immediately after facilities are installed.
2. All Force Main shall be Directional Bore only.

Note:
(1) All work shall be done off the roadway.
(2) If through lane traffic is affected, an additional "Lane Closure Permit" is required. Please contact Mr. Kenneth Cimino, A.D.E. Traffic at 410-677-4040 for more information.
(3) Restoration shall be "in kind" and shall be completed immediately after facilities are installed.

The Traffic Control Plan (TCP) to be utilized on this permit shall be Work Zone Traffic Control typical Standard No(s) As per D.U.E. No work shall be permitted within SHA Right-of-Way unless an approved T.C.P. is operational.

The Permittee has designated Mr. John Kolbush to be the Traffic Manager (TM) and the 24-hour emergency number as: 410-742-9244. The TM shall be responsible for properly implementing and maintaining the approved Traffic Control Plan as well as conducting regular day and night inspections of the Traffic Control Devices and overall traffic operations. The TM shall comply with all requirements as outlined in the full-length SHA permit and Section 814.03 of the Standard Specifications.

It is very important that the permittee shall give at least 48 hours notice prior to starting any work under this permit to Mr. Bruce w. Poole, D.U.E. at 410-677-4082 or Mr. Milan Shah, Asst. D.U.E. at 410-677-4095. This permit is issued with the requirement that it will be enforced by the general provisions, special provisions, and permit regulations as outlined in the full length SHA utility permit which will hereby be attached by the permittee to this page and found on the job site at all times.

District Utilities Engineer

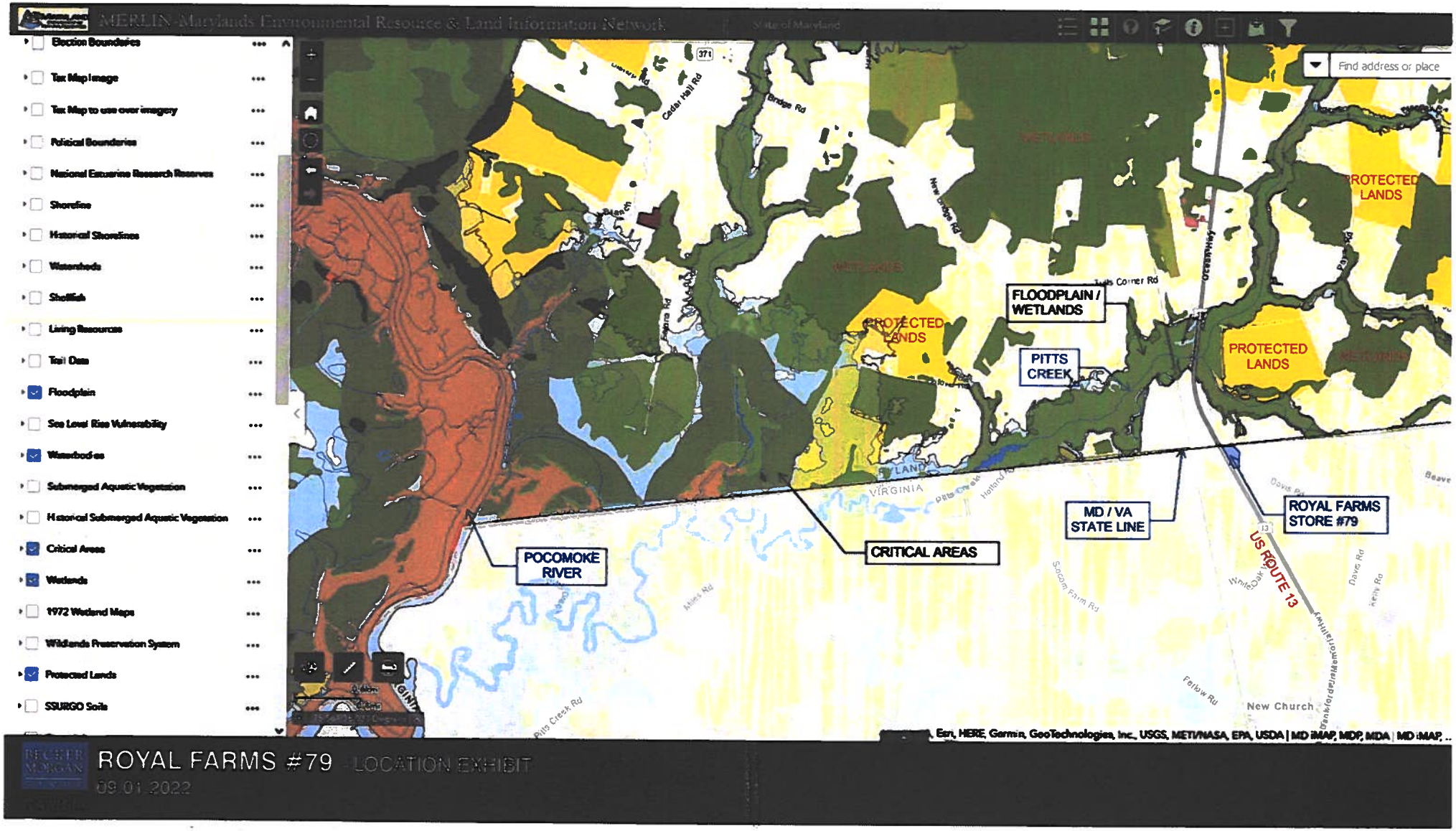
Bruce W. Poole

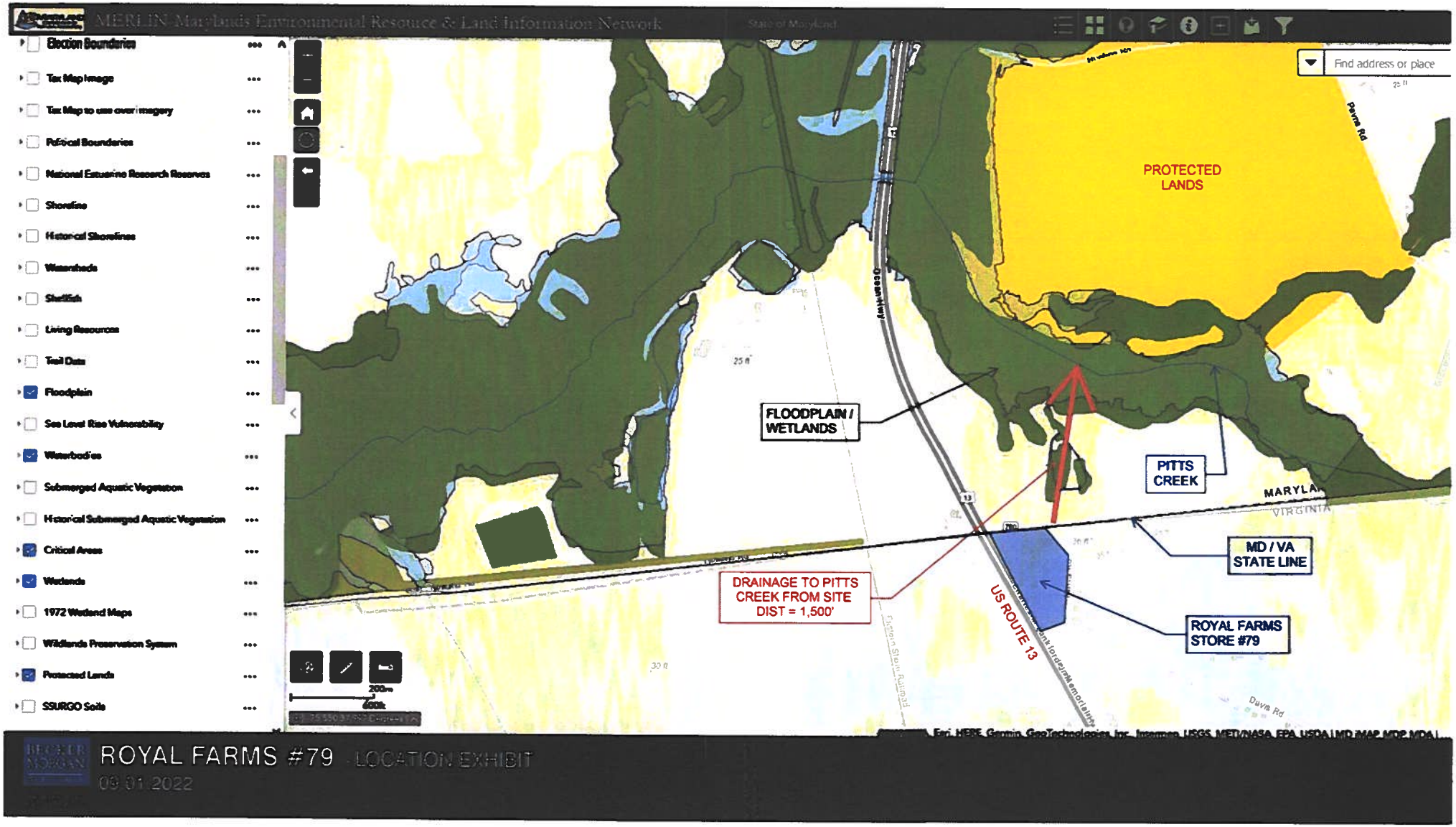
For State Highway Administration

Job completed on: Remarks:

Attachment 4

Handout from Applicant to Planning Commission


MERLIN-Marylands Environmental Resource & Land Information Network
Election Boundaries
Tax Map Image
Tax Map to use over imagery
Political Boundaries
National Estuarine Research Reserves
Shoreline
Historical Shorelines
Watersheds
Shellfish
Living Resources
Trail Data
Floodplain
Sea Level Rise Vulnerability
Waterbodies
Submerged Aquatic Vegetation
Historical Submerged Aquatic Vegetation
Critical Areas
Wetlands
1972 Wetland Maps
Wildlands Preservation System
Protected Lands
SSURGO Soils
Find address or place
PROTECTED LANDS
WETLANDS
FLOODPLAIN / WETLANDS
PROTECTED LANDS
PITTS CREEK
PROTECTED LANDS
MD / VA STATE LINE
ROYAL FARMS STORE #79
US ROUTE 13
CRITICAL AREAS
POCOMOKE RIVER
VIRGINIA
Cedar Hill Rd
Bridge Rd
Tulls Corner Rd
Pitts Creek Rd
Allens Rd
Soccum Farm Rd
Fellow Rd
New Church
Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, METI/NASA, EPA, USDA | MD iMAP, MDP, MDA | MD iMAP, ...
ROYAL FARMS #79 - LOCATION EXHIBIT
09.01.2022


MERLIN-Maryland's Environmental Resource & Land Information Network
State of Maryland
Find address or place
PROTECTED LANDS
FLOODPLAIN / WETLANDS
PITTS CREEK
MD / VA STATE LINE
DRAINAGE TO PITTS CREEK FROM SITE DIST = 1,500'
US ROUTE 13
ROYAL FARMS STORE #79
Davis Rd
Election Boundaries
Tax Map Image
Tax Map to use over Imagery
Political Boundaries
National Estuarine Research Reserves
Shoreline
Historical Shorelines
Watersheds
Shellfish
Living Resources
Trail Data
Floodplain
Sea Level Rise Vulnerability
Waterbodies
Submerged Aquatic Vegetation
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Critical Areas
Wetlands
1972 Wetland Maps
Wildlands Preservation System
Protected Lands
SSURGO Soils
ROYAL FARMS #79 - LOCATION EXHIBIT
09.01.2022

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

DALLAS BAKER JR., P.E.
DIRECTOR

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

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: **Weston Young P.E., Chief Administrative Officer**
FROM: **Christopher S. Clasing, P.E., Deputy Director**
DATE: **September 12, 2022**
SUBJECT: **Bulk Water Meter Repair Parts Purchase**
Public Works Water & Wastewater Division

As was done the last several years, Public Works is requesting Commissioner approval to use $189,900 in funding for the sole source, bulk purchase of Neptune water meter repair parts for the Water & Wastewater Division. These are sole source materials since all of our water meters and reading equipment are Neptune brand and will not interchange with other meter brands. $189,900 was budgeted for the purchase is available in the FY 23 operating budgets for the Ocean Pines, Riddle Farm, Landings and Mystic Harbour service areas in account number 6500.020.

Last year's purchase of just over $160,000 worth of meter repair parts made a significant improvement in the meter reading process in both reading speed and accuracy. Purchasing the supplies in bulk also allows the Division to have ample stock in the inventory for new installs and repairs throughout the fiscal year.

This order would include 52 Neptune water meters and 742 replacement registers and radios from Core & Main (see attached quote). Core & Main are the regional suppliers for Neptune meter parts in our area.

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

Attachment

cc: Dallas Baker Jr., P.E., Director
Gary Serman, Water & Wastewater Supervisor

Core & Main
842 Panorama Road
Montross, VA 22520
Phone (804) 493-8085

WORCESTER CO DEPT OF WATER 9/9/2022

ATTN: Gary Serman

E-mail: gserman@co.worcester.md.us

We are pleased to quote as follows:

(20) 5/8" X ¾" T-10 Meters, ProCoder) R900i with 6' Antenna	$280.00 each
(30) 1" T-10 Meters, ProCoder) R900i with 6' Antenna	$500.00 each
(2) 1 ½" T-10 Meters, ProCoder) R900i with 6' Antenna	$825.00 each
(10) 1" T-10 ProCoder)R900i Registers Only, w/6' Antenna	$275.00 each
(2) 1 ½" T-10 ProCoder)R900i Registers Only, w/6' Antenna	$275.00 each
(2) 2" T-10 ProCoder)R900i Registers Only, w/6' Antenna	$275.00 each
(728) 5/8" T-10 ProCoder)R900i Registers Only, w/6' Antenna	$225.00 each
Material Total	**$189,900.00**

Thank you,

Debbie Hennage

Inside Sales

Cc: Charles Dye

Jay Latchum

Knowledge
Experience
Service, Nationwide®

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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Siren Replacement for Girdletree, Pocomoke, and Ocean Pines

Date: September 5, 2022

The Department of Emergency Services (DES) is seeking permission to proceed with a 30-day price quote from Communications Electronics to replace and install one new siren at Girdletree, Pocomoke, and Ocean Pines in the amount of $100,880.00. This project will need to be an approved over expenditure to proceed.

As previously directed by the County Commissioners, this step is being taken to address aging sirens that are currently out of service. This repair and replacement will be a stop gap while a comprehensive RFP is being developed for a full replacement of the countywide siren system.

We are available to answer any questions at your convenience.

MOTOROLA SOLUTIONS

Service Elite Specialist

To:	James Hamilton
	Worcester County
	Snow Hill, MD 21863
Date:	8/17/2022

mobile radio · in building · wireless data · expect more

Communications Electronics

8260 Patuxent Range Road
Jessup, MD 20794
Direct 410-251-1083
www.ceiwireless.com

MOTOROLA SOLUTIONS
PLATINUM CHANNEL PARTNER

CEI Office Locations

Timonium (HQ)	*410-252-1222*
Jessup	*301-497-9080*
Fairfax	*703-698-1222*
Salisbury	*410-251-1083*

Customer #	Sales Order	Customer P.O. Number \ Credit Card Information	Prepared by:	Expiration
		Replacement Siren Installation Project	ANW	30 Days

Item #	Qty	Model	Description		Total
			Siren #030 Girdletree VFC		
1	1	EQUINOX	FEDERAL SIGNAL DC Rotating Siren	$9,195.00	$ 9,195.00
			126 dB Sound Level at 100 feet, 5 Year Warranty		$ -
1A	1	2001-AC	FEDERAL SIGNAL Siren Control	$3,285.00	$ 3,285.00
			Siren #010 Pocomoke City VFC		$ -
2	1	ECLIPSE 8	FEDERAL SIGNAL DC Omnidirectional Siren w/Horns	$6,485.00	$ 6,485.00
			5 Year Warranty		$ -
2A	1	DFCTBD	FEDERAL SIGNAL Digital Controller (no radio)	$6,985.00	$ 6,985.00
2B	1	2001TRBP	FEDERAL SIGNAL Transformer Recttifier Plus	$2,895.00	$ 2,895.00
2C	4	1500007A-02	FEDERAL SIGNAL Battery, 105Ah (MK Battery 8A31)	$385.00	$ 1,540.00
			Siren #110 Ocean Pines		$ -
3	1	EQUINOX	FEDERAL SIGNAL DC Rotating Siren	$9,195.00	$ 9,195.00
			126 dB Sound Level at 100 feet, 5 Year Warranty		$ -
3A	1	2001-AC	FEDERAL SIGNAL Siren Control	$3,285.00	$ 3,285.00
					$ -
					$ -
					$ -
				Subtotal	$ 42,865.00
			Tax	0.00%	$ -
			Freight Zone 3 - US Ground Only	Shipping	$ 2,395.00
				Other	$ -
				Total	$ 45,260.00

Services

Item #	Qty	Model	Description		Total
1	1	#30 Girdletree VFC	Installation/elctrical services for Girdletree VFC siren installation	$18,040.00	$ 18,040.00
2	1	#10 Pocomoke VFC	Installation/elctrical services for Pocomoke VFC siren installation	$18,490.00	$ 18,490.00
3	1	#110 Ocean Pines	Installation/electrical/welding services for Ocean Pines siren installation	$19,090.00	$ 19,090.00
					$ -
				Total	$ 100,880.00

Before signing, please read the Terms and Conditions of this Sales Order and any applicable warranties and licenses. Your signature is an offer to purchase the products listed above which will be a purchase contract with the Terms and Conditions stated herein or on a separate page, including any warranty disclaimers and limitations of manufacturer's liability.

AUTHORIZED CUSTOMER SIGNATURE:

_____

Title Date

Thank you for your business!

MOTOROLA SOLUTIONS
Service Elite Specialist

mobile radio in-building wireless data expect more
Communications Electronics

8260 Patuxent Range Road
Jessup, MD 20794
Direct 410-251-1083
www.ceiwireless.com

MOTOROLA SOLUTIONS
PLATINUM CHANNEL PARTNER

CEI Office Locations

Timonium (HQ)	*410-252-1222*
Jessup	*301-497-9080*
Fairfax	*703-698-1222*
Salisbury	*410-251-1083*

To:	James Hamilton
	Worcester County
	Snow Hill, MD 21863
Date:	8/17/2022

Customer	Sales Order	Customer P.O. Number / Capital Project	Prepared by:	Expiration
		Replacement Siren Installation Project - Scope	ANW	30 Days

		Description		Line Total
		Siren #030 Girdletree VFC		
		Install siren and siren control equipment		
		Utilize existing raceway and circuitry, reworking electrical panel for 120V power		
		Furnish & install raceway from 2nd floor game room to outside pole for fiber run		
		Fiber to be furnished by Worcester County		
		Optimize and test siren equipment for County acceptance		
		Includes crane service and man-lift equipment rental		
		Siren #010 Pocomoke City VFC		
		Furnish and install one new 40 ft. salt treated pole in rear corner of building		
		Furnish and install one new 20 amp circuit in panel located in air fill room		
		Furnish and install one raceway from air fill room to new pole for fiber run		
		Fiber to be furnsihed by Worcester County		
		Install siren and siren control equipment		
		Furnish and install one non-fused disconnect at base of new pole		
		Optimize and test for County acceptance		
		Siren #110 Ocean Pines Water Tower		
		Rework existing raceway that runs up the water tower onto existing platform		
		New 120V circuit to derive from existing panel located inside shelter		
		Install siren and weld onto existing platform, install siren control equipment		
		inside communications shelter		
		Optimize and test siren equipment for County acceptance		
		Includes crane service & man-lift equipment rental, mobile welding service		

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

To: Commissioners

From: Roscoe R. Leslie

Date: September 7, 2022

RE: Sports Complex Property Purchase Settlement Extension

The Commissioners need to identify a funding source for the proposed purchase of property for the sports complex. That appears unlikely to occur before the current proposed settlement date of September 29, 2022.

The Sellers have consented to a new settlement date of January 31, 2023. Attached for approval is a contract amendment memorializing this agreement.

1st Amendment to Contract of Sale

This 1st Amendment to the Contract of Sale ("1st Amendment") is made on _____, 2022 between the County Commissioners of Worcester County, Maryland ("County") and Helen F. Faucette, Hale Harrison, and, John Henry Harrison ("Seller").

Recitals

A. On March 29, 2022, the County and Seller entered into a Contract of Sale ("Agreement") to Purchase property identified as Tax Map #25, Parcel #89.

B. The parties wish to modify the Agreement to extend the settlement date.

Terms

The parties agree as follows:

1. The settlement date of September 29, 2022 in Paragraph 4 is extended to **January 31, 2023**.

2. All other obligations under the Agreement remain in effect.

The parties agree to this amendment on the date written above:

Witness	Seller
_____	_____(Seal) Helen H. Faucette
Witness	Seller
_____	_____(Seal) Hale Harrison
Witness	Seller
_____	_____(Seal) John Henry Harrison
_____ Weston S. Young Chief Administrative Officer	_____(Seal) Joseph M. Mitrecic President County Commissioners of Worcester County, Maryland

MARYLAND'S Coast WORCESTER COUNTY

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To: Commissioners

From: Roscoe R. Leslie

Date: September 7, 2022

RE: Police Accountability Board Appointments Update

The Commissioners need to do the following:

- Designate Chair of PAB
    - preference for extensive police leadership experience
- Appoint 2 members to ACC
    - 1 member to initially serve one-year term
    - 1 member to initially serve two-year term

The Police Accountability Board (PAB) is scheduled to meet Thursday, September 15, 2022 at 2pm. On their agenda is choosing two members of the Administrative Charging Committee (ACC).

Members of the ACC will need to complete 5 consecutive days of training, likely in Salisbury and in conjunction with neighboring jurisdictions.

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
ROSCOE R. LESLIE
COUNTY ATTORNEY

September 12, 2022

TO: Worcester County Commissioners
FROM: Karen Hammer, Administrative Assistant V
SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2022_

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (10), which have current or upcoming vacancies (19). 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 Purnell – You have One (1) position open:

- Billy Thompson – Resignation – Agricultural Preservation Advisory Board

Commissioner Bunting - You have Two (2) position open:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Nordstrom - You have One (1) position open:

- Matt Gordon – Term Ending Local Development Council Ocean Downs, Agrees to be reappointed.

Commissioner Church - You have Six (6) 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
- Vacancy – Local Development Council Ocean Downs – Berlin - Resident

Commissioner Elder - You have Two (2) position open:

- Vacancy – Resigned – Economic Development Advisory Board
- Vacancy – Local Development Council Ocean Downs – Snow Hill - Resident

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

- Vanessa Alban – Commission For Women
- Vacancy – Local Development Council Ocean Downs – Ocean Pines - Resident

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ROSCOE R. LESLIE
COUNTY ATTORNEY

All Commissioners:

- **(1)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist - The Health Department is researching for a suitable candidate for this position.
- **(1) Agricultural Preservation Advisory Board – Resignation** – Billy Thompson (Purnell-Berlin)

- **(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.

- **(5)** - 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.), Gary Weber (Resident-Elder-Snow Hill);
(2) – LDCODC – are available and in agreement to be reappointed – Cam Bunting (At-Large) and Matt Gordon (Resident-Pocomoke-Nordstrom).

- **(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 p. 9 – Local Development Council for Ocean Downs Casino – Matt Gordon term ending

District 2 - Purnell

p. 6 – Agricultural Preservation Advisory Board- Resigned – Billy Thompson

District 3 - Church

p. 9 - Local Development Council for Ocean Downs Casino – Cam Bunting term ending
p. 12 - Water & Sewer - Mystic Harbour - Martin Kwesko
p. 12 - Water & Sewer - Mystic Harbour - Richard Jendrek
p. 12 - Water & Sewer - Mystic Harbour - Bruce Burns
p. 13 - Water and Sewer Advisory Board -West Ocean City - Keith Swanton
p. 14 - Commission for Women - Elizabeth Rodier

District 4 - Elder

p. 9 - Local Development Council for Ocean Downs Casino – Vacancy Snow Hill-Resident
p. 10 - Economic Development – Robert Clarke - Resigned

District 5 - Bertino

p. 9 - Local Development Council for Ocean Downs Casino – Vacancy Ocean Pines-Resident
p. 14 – Commission For Women – Vanessa Alban

District 6 - Bunting

p. 11 – Ethics Board – David Deutsch
p. 14 – 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) – Agricultural Preservation Advisory Board – Resignation – Billy Thompson (Berlin, Purnell)

p. 7 (1) -Drug and Alcohol Abuse Council - 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

p. 9 (5) - 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.), Gary Weber (Resident-Snow Hill, Elder)
(2) – Terms Ending – Available for Reappointment – Cam Bunting 9 At Large- Berlin Business) and Matt Gordon (Resident- Pocomoke, Nordstrom)

p. 12 (3) - Water and Sewer Advisory Council – **Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1) – Term Ending-Dec. 21- Martin Kwesko

p. 13 (1) - Water and Sewer Advisory Council- **West Ocean City** – (1) Term Endings – Dec. 21 – Keith Swanton

p. 14 (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: August 29, 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

AGRICULTURAL PRESERVATION ADVISORY BOARD

Reference: PGL Agriculture 2-504.1, Annotated Code of Maryland

Appointed by: County Commissioners

Functions: Advisory
Advise the County Commissioners and State Agricultural Preservation Foundation on establishment of agricultural districts and priorities for purchase of easements; promote preservation of agriculture in the County.

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

Compensation: $100 per meeting (policy)

Meetings: As Needed

Special Provisions: 4 members to be owner-operators of commercial farms
Membership limited to two consecutive full terms

Staff Contact: Katherine Munson, Dept. of Environmental Programs (410-632-1220)

Current Members: (O-O = Commercial Farm Owner-Operator)

Member's Name	Nominated By	Resides	Terms (Year)
Ed Phillips (O-O)	Elder	D-4, Whaleyville	05-10-14-18, 18-22
Alan Hudson (O-O)	Elder	D-4, Berlin	14-18, 18-22
Billy Thompson (O-0)	Purnell	D-2, Berlin	19 -23 (Resigning)
Curt Lambertson	Elder	D-4, Snow Hill	15-19, 19-23
Kelley Gravenor	Elder	D-4, Snow Hill	*14-16-20, 20-24
Kathy Drew	Bunting	D-6, Bishopville	* 06-09-13-17-21,21-25
Glen Holland (O-O)	Nordstrom	D-1, Pocomoke	13-17-21-25

Prior Members:

Norman Ellis
Richard Bradford
Charles Fulton
Elmer Hastings
David Stevens
Curtis Shockley
Gerald Redden
William Sirman, Jr.
Harold Purnell
Chauncy Henry (96-97)
Lieselotte Pennewell (93-98)
Carlton Magee (90-00)
Harry Mitchell (90-00)
Frank Baker (98-01)
Ed Anderson (98-03)
Robert Gray (00-05)
Orlando Bishop (01-06)
Roger Richardson (96-07)
Anne Hastings (06-11)
Earl Ludey (07-13)
George Lee Clayville (00-14)
Sandra Frazier (03-14)
Donnie Powell (06-15)
Bill Bruning(O-O) (11-19)

* = Appointed to fill an unexpired term
** = Appointed to partial term to create proper staggering of terms
***=Membership expanded from 5 to 7 members and terms reduced from 5 to 4-years each in 2006

Updated: March 15, 2022
Printed: September 12, 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
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: August 29, 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

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

Current Members:

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: August 29, 2022

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

Appointed by: County Commissioners

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

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

Compensation: $100 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

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

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

Current Members:

Member's Name	Nominated By	Resides	Term(s)
Steven Habeger	D-5, Bertino	Ocean Pines	19-23
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15-19, 19-23
Joe Schanno	D-3, Church	West Ocean City	*19-20, 20-24
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20, 20-24
Robert Fisher	D-6, Bunting	Snow Hill	87-17-21, 21-25
Ashley Harrison	D-7, Mitrecic	Ocean City	19-21, 21-25
Robert Clarke	D-4, Elder	Snow Hill	*08-09-13-17-21-25 **Resigning**

Prior Members: Since 1972

George Gering
Margaret Quillin
Robert W. Todd
Charles Fulton
E. Thomas Northam
Charles Bailey
Terry Blades
Roy Davenport
M. Bruce Matthews
Barbara Tull
Tawney Krauss
Dr. Francis Ruffo
William Smith
Saunders Marshall
Elsie Marshall
Halcolm Bailey
Norman Cathell
Mary Humphreys
Theodore Brueckman

Shirley Pilchard
W. Leonard Brown
Charles Nichols (92-97)
Jeff Robbins (97-98)
Colleen Smith (94-98)
Tommy Fitzpatrick (97-99)
John Rogers (92-98)
Jennifer Lynch (98-99)
Don Hastings (92-99)
Jerry Redden (92-00)
Keith Mason (98-00)
Bob Pusey (99-00)
Harold Scrimgeour (00-02)
Scott Savage (98-03)
Gabriel Purnell (91-03)
Michael Avara (99-03)
Annette Cropper (00-04)
Billie Laws (91-08)
Anne Taylor (95-08)
Mary Mackin (04-08)

Thomas W. Davis, Sr. (99-09)
Mickey Ashby (00-12)
Priscilla Pennington-Zytkowicz (09-14)
Barbara Purnell (08-15)
Timothy Collins (03-15)
Joshua Nordstrom (12-16)
William Sparrow (16-18)
Greg Shockley (14-18)
Tom Terry (15-19)
John Glorioso (08-19)
Ralph Shockley (*08-21)

* = Appointed to fill an unexpired term

Updated: March 1, 2022
Printed: August 29, 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
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
Iola Tariq	D-2, Purnell	Berlin	*22-26

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)
Faith Mumford (14-22)

* = Appointed to fill an unexpired term

Updated: March 1, 2022
Printed: September 13, 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
Richard Jendrek[C]	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell[C]	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinnero[C] (05-06)
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: August 29, 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
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: August 29, 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
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24
Susan Childs	D-6, Bunting	Berlin	21-24
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

Ellen Pilchard[c] (95-97)
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: August 29, 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: August 29, 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

August 24, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Notice of Introduction Bill 22-17 and Public Hearing Notice of Additional Legislative Days for Worcester County

Please print the attached Notice of Introduction of Bill 22-17 in *The Daily Times*/*Worcester County Times*/*Ocean Pines Independent* and *Ocean City Digest*/*Ocean City Today* on September 1, 2022 and September 8, 2022. Thank you.

Notice of Introduction of Bill 22-17
Worcester County Commissioners

Take Notice that Bill 22-17 was introduced by Commissioners Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom and Purnell on August 2, 2022. Bill 22-17 is a legislative bill to designate additional days as eligible for regular legislative sessions and to modify the method for publishing notice of legislative bill introductions.
A fair summary of Bill 22-17 as follows:

Be It Enacted by the County Commissioners of Worcester County, Maryland, that § CG-2-203 entitled Legislative Sessions and Procedures of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add and remove the following provisions:

§ CG 2-203 Legislative sessions and procedures.

a. Regular legislative sessions. The County Commissioners may hold a regular legislative session on the FIRST, second, and third Tuesdays of each month.

b. Additional legislative sessions. Additional legislative sessions, not to exceed the total legislative sessions in any one year as limited by law, may be held following due notice as provided by law upon resolution of the County Commissioners.

c. Publication of bills. All bills other than emergency bills, as provided by law, or a fair summary thereof shall be published ON THE COUNTY'S WEBSITE AT LEAST 7 DAYS BEFORE ~~in at least one newspaper of general circulation in the County not less than two times between the time of the bill's introduction and~~ the time the hearing required by law is held on such bill. The notice of publication of any such bill shall include information asn to the time, date and place of the hearing to be held on such bill as required by law. The notice of publication may include such other information as the County Commissioners may deem appropriate. In the event that a bill is amended, it need not be readvertised.

d. Executive and legislative sessions on same day. Executive and legislative sessions may be held on the same day.

e. Bills not voted on declared defeated. Any bill pending before the County Commissioners which is not passed or defeated within one year from the date of the initial public hearing thereon shall be declared defeated and may not be further considered by the County Commissioners unless reintroduced in the same manner in which any bill must be introduced.

f. Legislative procedures. Legislative procedures shall be in accordance with Public General Law.

Bill 22-17 will take effect 45 days from the date of its passage.

A Public Hearing
will be held on Bill 22-17
Tuesday, September 20, 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 on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center. A full copy of the bill is also available on the County Website at www.co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS

AS AMENDED

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 22-__

BY: Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom, & Purnell

INTRODUCED: August 16, 2022

A legislative bill to designate additional days as eligible for regular legislative sessions and to modify the method for publishing notice of legislative bill introductions.

I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that § CG-2-203 entitled Legislative Sessions and Procedures of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add and remove the following provisions:

§ CG 2-203 Legislative sessions and procedures.

(a) Regular legislative sessions. The County Commissioners may hold a regular legislative session on the FIRST, second, and third Tuesdays of each month.

(b) Additional legislative sessions. Additional legislative sessions, not to exceed the total legislative sessions in any one year as limited by law, may be held following due notice as provided by law upon resolution of the County Commissioners.

(c) Publication of bills. All bills other than emergency bills, as provided by law~~,~~ or a fair summary thereof shall be published in at least one newspaper of general circulation in the County not less than two times between the time of the bill's introduction and the time the hearing required by law is held on such bill. The notice of publication of any such bill shall include information as to the time, date and place of the hearing to be held on such bill as required by law. The notice of publication may include such other information as the County Commissioners may deem appropriate. In the event that a bill is amended, it need not be readvertised.

(d) Executive and legislative sessions on same day. Executive and legislative sessions may be held on the same day.

(e) Bills not voted on declared defeated. Any bill pending before the County Commissioners which is not passed or defeated within one year from the date of the initial public hearing thereon shall be declared defeated and may not be further considered by the County Commissioners unless reintroduced in the same manner in which any bill must be introduced.

(f) Legislative procedures. Legislative procedures shall be in accordance with Public General Law.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2022.

Attest:

_____
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

AS INTRODUCED

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
BILL 22-__

BY: Mitrecic, Elder, Bertino, Bunting, Church, Nordstrom, & Purnell

INTRODUCED: August 16, 2022

A legislative bill to designate additional days as eligible for regular legislative sessions and to modify the method for publishing notice of legislative bill introductions.

I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that § CG-2-203 entitled Legislative Sessions and Procedures of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is amended to add and remove the following provisions:

§ CG 2-203 Legislative sessions and procedures.

(a) Regular legislative sessions. The County Commissioners may hold a regular legislative session on the FIRST, second, and third Tuesdays of each month.

(b) Additional legislative sessions. Additional legislative sessions, not to exceed the total legislative sessions in any one year as limited by law, may be held following due notice as provided by law upon resolution of the County Commissioners.

(c) Publication of bills. All bills other than emergency bills, as provided by law~~,~~ or a fair summary thereof shall be published ON THE COUNTY'S WEBSITE AT LEAST 7 DAYS BEFORE ~~in at least one newspaper of general circulation in the County not less than two times between the time of the bill's introduction and~~ the time the hearing required by law is held on such bill. The notice of publication of any such bill shall include information as to the time, date and place of the hearing to be held on such bill as required by law. The notice of publication may include such other information as the County Commissioners may deem appropriate. In the event that a bill is amended, it need not be readvertised.

(d) Executive and legislative sessions on same day. Executive and legislative sessions may be held on the same day.

(e) Bills not voted on declared defeated. Any bill pending before the County Commissioners which is not passed or defeated within one year from the date of the initial public hearing thereon shall be declared defeated and may not be further considered by the County Commissioners unless reintroduced in the same manner in which any bill must be introduced.

(f) Legislative procedures. Legislative procedures shall be in accordance with Public General Law.

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this _____ day of _____, 2022.

Attest:

_____
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

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director JKK
Date: September 6, 2022
Re: Request for Introduction and Scheduling of a Public Hearing - Text Amendment Application to:

(1) Amend the text of the Zoning Ordinance to allow "Food Waste Composting Facilities" by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District and the I-2 Heavy Industrial District;
(2) Amend the text of §ZS 1-103(b) Definitions to add definitions related to Food Waste Composting; and
(3) Amend the text of §ZS 1-329 Solid Waste Disposal Sites to add standards for Food Waste Composting.

****

I am requesting that the Worcester County Commissioners consider the introduction of a proposed text amendment at their next meeting that would revise several sections of the zoning ordinance to allow "food waste composting facilities" as listed above. If introduced, a draft notice for the required public hearing is attached for your use.

The Department received and processed the text amendment application submitted by Garvey Heiderman of Ocean Compost and The Hobbit Restaurant. The amendment would allow for two types of these facilities – an "agricultural food waste composting facility" where food waste is composted and used on land in agricultural use; and a "commercial food waste composting facility" that also allows the sale of the composted food waste to the public. The commercial facilities have more stringent requirements than the agricultural ones.

The proposed text amendment was reviewed by the Planning Commission at its meeting on September 1, 2022. Following discussion, the Planning Commission gave a favorable recommendation to the text amendment application as submitted. Attached herewith, along with the draft notice separately in a Word document so that it can be modified, you will find a copy of the entire text amendment file, which includes the draft amendment in bill form.

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 – Food Waste Composting Facilities

For the purpose of amending the Zoning and Subdivision Control Article to add definitions of agricultural and commercial food waste composting facilities and related terms, to provide specific development standards for these facilities, and to allow these uses only after the granting of a Special Exception by the Board of Zoning Appeals in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District, and the I-2 Heavy Industrial District.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of the following definitions, to read as follows:

COMPOSTING – The controlled aerobic biological decomposition of organic waste material to yield a nuisance-free, humus-like product.

COMPOSTING FACILITY - An area of land, structures, and/or facility where composting takes place.

COMPOSTING, IN SUPPORT OF – Activities and the means used to conduct any phase of composting, including but not limited to feedstock receipt, feedstock storage, active composting, curing, compost storage, composting equipment storage or maintenance, or storage of any solid waste or non-compostable materials.

FOOD WASTE – Source-separated organics from residential curbside or drop-off programs and non-residential sources, including pre-consumer and post-consumer food scraps and non-recyclable paper, but not including residuals from industrial food processing.

FOOD WASTE COMPOSTING FACILITY, AGRICULTURAL - An area of land and/or structures where food waste is composted for use in conjunction with a bona fide agricultural activity.

FOOD WASTE COMPOSTING FACILITY, COMMERCIAL – An area of land and/or structures where food waste is composted for sale. The composted product may also be used on the property in conjunction with a bona fide agricultural activity.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-201(c)(33) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-201(c)(34) and a new Subsection § ZS 1-201(c)(33) be enacted to read as follows:

(33) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-202(c)(43) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-202(c)(44) and a new Subsection § ZS 1-202(c)(43) be enacted to read as follows:

(43) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-212(c)(14) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-212(c)(15) and a new Subsection § ZS 1-212(c)(14) be enacted to read as follows:

(14) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-213(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-213(c)(11) and a new Subsection § ZS 1-213(c)(10) be enacted to read as follows:

(10) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § ZS 1-329 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

§ ZS 1-329. Solid waste disposal sites AND FOOD WASTE COMPOSTING FACILITIES.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-329(a) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(a) Conformance with Title. No site shall be developed as a solid waste disposal site OR FOOD WASTE COMPOSTING FACILITY and no existing solid waste disposal site OR FOOD WASTE COMPOSTING FACILITY shall be enlarged, altered or changed in use except in conformity with the provisions of this Title.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-329(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(b) Additional conditions FOR SOLID WASTE DISPOSAL SITES. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § ZS 1-329(c) be enacted to read as follows:

(c) Additional conditions for food waste composting facilities. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

(1) Lot requirements. The minimum lot requirements shall be: lot area five acres; and lot width, two hundred feet.

(2) Setbacks and separation distances.

A. Except where a greater setback is required by the Board of Zoning Appeals, local, state, or federal law or regulations, activities in support of composting may not be located closer than:

1. Front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet.

2. One hundred feet to a domestic well.

3. One hundred feet to any intermittent or perennial stream, lake, or other body of water except an impoundment for use in the composting process.

B. There shall be a minimum separation distance of three hundred feet from activities in support of composting to the nearest existing or permitted residential structure on an adjacent parcel.

C. A composting facility shall not be located in a special flood hazard area as designated on the official Flood Insurance Rate Maps (FIRMs).

(3) Standards for agricultural food waste composting facilities.

A. Composting operations shall not cause undue damage to any public road and its associated drainage system beyond that which may be reasonably expected to occur from ordinary traffic on that roadway.

B. The entrance to the property from the roadway must be secured by a chain, gate, cable or other appropriate means in order to prohibit vehicular access, except during hours of operation. During hours of operation, the entrance must be properly marked with "Truck Entrance" caution signs. Any internal travelway shall be of adequate length to prevent truck traffic from stopping or parking on a public road right-of-way.

C. Structures and outdoor storage of materials and debris shall be screened from public road rights-of-way and adjacent residential uses by vegetation, walls or fences.

D All perimeter property lines shall be screened in accordance with § ZS 1-322 hereof or by an acceptable alternative as determined by the Board of Zoning Appeals.

E. Prior to the issuance of a certificate of use and occupancy, copies of all State of Maryland permits must be submitted to the Department so that any conditions placed on the state-issued permits can be incorporated into the conditions under which the certificate of use and occupancy is issued. In addition, any conditions placed on renewed permits shall also be submitted in order to determine if they should also be made conditions of the County approval.

F. The facility operator shall certify the annual tonnage of food waste that has been diverted from the solid waste stream. The report shall be provided to the Worcester County Department of Public Works on or before October 1 of each year.

G. The composting operations shall comply with all applicable federal and state laws and regulations. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply.

H. The operator shall control and contain dust and other particulates to prevent visible emissions from crossing the boundary of the property.

(4) Standards for commercial food waste composting facilities. In addition to the provisions of § ZS 1-329(c)(3) hereof, the following standards shall apply to commercial food waste composting facilities:

A. All commercial food waste composting facilities shall be located such that they have direct access, without traveling on any public road right-of-way, to an arterial highway or collector highway as defined in § ZS 1-326 hereof. A traffic impact analysis may be required to ensure that adequate highway capacity, traffic congestion, and traffic safety measures are addressed. Prior to the issuance of any certificate of use and occupancy under this Subtitle for a compost facility, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure that any undue damage to the public road or its associated drainage system is repaired to the satisfaction of the County.

B. All points of access to a public road from the site shall at a minimum be designed in accordance with the County's standards for commercial entrances with regard to acceleration and deceleration lanes. Additionally, the areas on either side of the access point to the public road right-of-way shall be cleared of vegetation, debris, etc. in order to provide adequate line-of-sight for vehicles traveling on the public road right-of-way as well as for vehicles utilizing the access point.

C. Commercial food waste composting facilities shall be subject to the requirements of § ZS 1-325 hereof.

D. Off-street parking shall be provided in accordance with § ZS 1-320 hereof consistent with the agritourism facilities use category.

(5) Review procedure.

A. In conjunction with an application for a special exception, the applicant shall prepare a site plan meeting the requirements of § ZS 1-116(d)(2) hereof for submission to the Board of Zoning Appeals for its review.

B. In addition, the applicant shall submit the following:

1. A composting facility operation plan that includes:

i. A description of the type and quantities of the materials to be accepted;
ii. Procedures utilized to determine whether unacceptable materials are received, and the procedures that will be followed in the event unacceptable materials are received;
iii. Composting method and equipment to be used;
iv. The maximum quantity of feedstocks to be accepted on an annual basis;
v. The maximum quantity of finished compost to be produced on an annual basis;
vi. The maximum height, width and spacing of piles;
vii. Truck access and frequency of trips;
viii. Days and hours of operation;
ix. Measures to be taken to protect the public; and
x. Any other information necessary to adequately understand the operation.

2. A nuisance plan that addresses the methods to prevent and control dust, odors, rodents, insects and other pests at the facility and a complaint response protocol.

Section 10. 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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ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

MEMORANDUM

To: Jennifer K. Keener, AICP, Director
From: Gary Pusey, Deputy Director
Date: September 2, 2022
Re: Planning Commission Recommendation - Text Amendment Application for Food Waste Composting Facilities

****

The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Garvey Heiderman, owner of Ocean Compost and The Hobbit Restaurant. The proposed amendment would allow "food waste composting facilities" in certain districts and subject to specific standards, as described in more detail below. The Planning Commission reviewed this request at its meeting on September 1, 2022.

The amendment would allow "food waste composting facilities" by Special Exception from the Board of Zoning Appeals in the A-1, A-2, I-1 and I-2 zoning districts. As proposed, there are two types of these facilities – (1) an "agricultural" food waste composting facility and (2) a "commercial" food waste composting facility. For agricultural facilities, composting would take place on a property actively involved in agriculture, and the composted material would be used on that same property. For commercial facilities, food waste would be composted for sale to the public.

Both types of facilities would be subject to certain standards, including a five (5) acre minimum lot size; expanded setbacks; a 300' separation distance between composting activities and a residence on an adjacent parcel; and the required submittal of an operations plan (detailing the type and quantity of material to be accepted, days and hours of operation, etc.) and a nuisance plan (explaining how dust, odors and other possible adverse effects would be controlled).

Commercial facilities would have additional requirements. These include being restricted to locating on an arterial or collector highway as defined in the County Code; obtaining site plan approval; and providing a financial guaranty to the County to repair road or drainage system damage attributed to the composting facility.

As part of the application, definitions would be added to the zoning ordinance that are related to composting facilities and clearly define what is being regulated. For example, the "composting" definition restricts the process used in these facilities to aerobic as opposed to anaerobic, as anaerobic facilities can generate byproducts that can be objectionable to nearby properties.

Finally, the proposed amendment clearly refers to only food waste facilities, and not other types of composting operations that utilize materials that also could be objectionable, such as poultry manure or residuals from industrial food processing.

The Planning Commission reviewed the proposed text amendment at its meeting on September 1, 2022. In addition to testimony from the applicant and the information contained in the staff report, the Commission was provided with a letter of support that was submitted by the Assateague Coastal Trust. After discussion, the Planning Commission gave a unanimous favorable recommendation to the text amendment application as submitted.

A copy of the staff report including the application and the letter of support from the Assateague Coastal Trust is attached, as is a draft bill.

Should you have questions or require additional information, please let me know. Thanks!

Attachments

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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MEMORANDUM

To: Worcester County Planning Commission

From: Gary Pusey, Deputy Director GP

Date: August 24, 2022

Re: Text Amendment Application - "Food Waste Composting Facilities" -

(1) Amend the text of the Zoning Ordinance to allow "Food Waste Composting Facilities" by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District and the I-2 Heavy Industrial District;

(2) Amend the text of §ZS 1-103(b) Definitions to add definitions related to Food Waste Composting; and

(3) Amend the text of §ZS 1-329 Solid Waste Disposal Sites to add standards for Food Waste Composting

****

With the Staff's assistance, Garvey Heiderman has submitted the attached text amendment application to add a new use of "food waste composting facilities" as a Special Exception (SE) in the A-1, A-2, I-1 and I-2 Districts. The amendment will also add development standards and definitions for these facilities and related terms.

Mr. Heiderman, owner of Ocean Compost and The Hobbit Restaurant, has been operating under a transient use SE approved by the Board of Zoning Appeals (BZA) to allow compost operations of restaurant food waste in the A-1 District at a property on St. Martins Neck Road for the last two years. Transient uses may be permitted for one year with an additional one year extension, and the approval for his current operation will expire this Fall and cannot be extended.

As noted, DRP Staff, and in particular Jennifer Keener, Director, assisted Mr. Heiderman with the proposed amendment. Input was also received from the County's Public Works Department, and Roscoe Leslie, County Attorney and Planning Commission Attorney. Comments provided by the Director and Kristen Tremblay, Zoning Administrator, are attached and summarized in the "Discussion" section below.

As is the case with all text amendment applications, the Planning Commission reviews the request and makes a recommendation to the County Commissioners. If at least one County

Commissioner is willing to introduce the amendment as a bill, then a Public Hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

DISCUSSION

For this application, two separate food waste composting facilities are addressed: (1) "agricultural food waste composting facilities" and (2) "commercial food waste composting facilities."

An "agricultural" facility would accept food waste for on-site composting for use on an agricultural property and in conjunction with a bona fide agricultural activity; a "commercial" facility would accept food waste for composting for sale to the general public, and the composted material could also be applied on-site.

The request proposes to amend the existing text of §ZS 1-329 Solid Waste Disposal Sites to add the special development standards for these facilities. Some of the specific standards applicable to both agricultural and commercial facilities include:

- 5 acre minimum lot size;
- 50' setback from all property lines;
- 100' setback from a domestic well;
- 100' setback from a stream, lake or other waterbody;
- 300' separation distance between composting activities and residence on an adjacent parcel;
- Facility may not be located in a floodplain;
- Structures and outdoor storage of materials and debris must be screened from public roads and adjacent residential uses by vegetation, walls or fences;
- An annual report must be submitted to County Public Works certifying the annual tonnage of food diverted from the solid waste stream;
- An operations plan must be submitted to the BZA during the SE review that includes, among other things, a description of the type and quantities of materials to be accepted; the maximum quantity of feedstocks to be accepted annually; truck access and frequency of trips; and days and hours of operation; and
- A nuisance plan must be submitted to the BZA during the SE review that addresses how dust, odors, rodents, etc. will be controlled.

The standards applicable to commercial facilities only include:

- Facilities must be located on either an arterial or collector highway as defined in §ZS 1-326 (these are predominantly State-maintained roads);
- A traffic impact analysis may be required;
- A bond or guaranty shall be provided to the County to cover any repair costs for road or associated drainage system damage;

- Access points must be designed in accordance with the County's standards for commercial entrances with regard to acceleration/deceleration lanes;
- The site plan requirements of §ZS 1-325 must be met; and
- Off- street parking must be provided in accordance with the agritourism facilities use category contained in §ZS 1-320, which is calculated at a minimum rate of one space for each 300 s.f. of building area open to the public plus two per acre for the first 10 acres of land open to the public plus one space per acre thereafter.

In her comments, the Director notes that the Maryland Department of the Environment (MDE) regulates composting systems using a tier system, which is based on the type of feedstock used (yard waste, food scraps, compostable products, or mixed municipal solid waste) and the size of the operation, measured in cubic yards of compost per year. She explains that food waste composting facilities are classified as either Tier 2 (less than 10,000 cubic yards of compost per year) or Tier 3 (greater than 10,000 cubic yards of compost per year), and there is a permit exemption for facilities less than 5,000 s.f. in area that are "in support of composting," with other limitations as well. Mr. Heiderman's current operation on St. Martins Neck Road qualifies for the MDE exemption, but as the Director notes, as his operation becomes more successful and generates more food waste, an MDE permit will be needed.

The Director states that she felt it was important to differentiate between agricultural and commercial facilities, as opposed to the amount of compost generated. A bona fide farm that accepts food waste for composting and then utilizes the finished product on-site would be considered an agricultural facility; whereas a facility that accepts food waste and sells the finished product to the public would be considered a commercial facility, and would be subject to additional requirements such as site plan review, parking standards, and a detailed access management review. If approved as proposed, both types of facilities would be allowed in the Agricultural and Industrial zoning districts, after the approval of a SE by the BZA.

As noted by the Director, Mr. Heiderman requested that setbacks and separation distances contained in the County Code be consistent with those required by MDE, and that has been accomplished, as listed in §ZS 1-329(c)(2) and as shown in the attached draft bill. The proposed lot area (5 acres) and lot width (200') requirements are consistent with the County's standards for commercialized agricultural uses.

The Director also notes that the County's Public Works Department was consulted concerning the potential impact of these facilities on the road system. From those discussions, it was recommended that commercial facilities be located only on collector or arterial highways as defined in the Zoning Code. In addition, depending on the scale of the proposed operation a traffic impact analysis may be required, and bonding may also be required to ensure that costs to repair any damage to roads resulting from a commercial operation would be the financial responsibility of the facility operator.

Finally, the Director points out that these facilities would only be allowed in the Agricultural and Industrial Districts by SE from the BZA, and an operations and nuisance plan must be submitted as part of the application for review by the Board. The amendment would

allow the BZA to increase setbacks if necessary to protect adjoining properties or to protect environmental features, and under the current Code, the BZA has the ongoing authority to ensure the use is being operated in accordance with the BZA's approval, as well as the authority to decide on any expansion, alteration or change to the facility.

The Zoning Administrator recommended that material brought to a property for composting be covered and not exposed to the elements in order to prevent runoff, and that a contact phone number be provided and updated annually as part of the nuisance plan. The Zoning Administrator also suggested that DRP be given the authority to approve alternate required screening of the property instead of the BZA, and that wording be added to require that an internal roadway on the property have an adequate width (in addition to length) to help ensure that trucks do not stop or park on a public roadway when entering the property (see attached comments).

SUMMARY

Staff does not object to the proposed amendment.

Composting of food waste can provide a benefit to the County by diverting that waste from the landfill in order to create a product that can benefit the community, such as farmers and home gardeners. Or, as is the case with the Town of Ocean City, food waste generated in the Town is collected and included in the Town's refuse that is trucked to Pennsylvania for use in a waste-to-energy incineration facility, and a composting facility could provide a lower cost alternative for that material, with the same benefits to local farmers and home gardeners.

Allowing these facilities in the Agricultural, Light Industrial and Heavy Industrial districts only by Special Exception from the Board of Zoning Appeals will help ensure that appropriate locations are approved, and in conjunction with the proposed development standards, that any potential adverse impacts will be addressed.

A draft bill is attached for the Commission's review.

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

Attachments

cc: Jennifer Keener, AICP, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator
Garvey Heiderman, Applicant

DEPARTMENT OF
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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: August 23, 2022
Re: Text Amendment Application – Food Waste Composting Facilities

This memorandum is in response to your request for comments on the text amendment submitted by Mr. Garvey Heiderman. As you know, staff assisted Mr. Heiderman in the drafting of the amendment to facilitate a permanent use for the diversion of food waste from the solid waste stream. Mr. Heiderman is currently operating a similar agricultural facility as a transient use special exception in the A-1 District, which is set to expire this fall and is unable to be renewed. As drafted, the proposed amendment would allow these facilities in the Agricultural and Industrial zoning districts by special exception.

Currently, Maryland Department of the Environment (MDE) regulates composting facilities based upon a tier system. This is broken down between the type of feedstock (yard waste, food scraps, compostable products, or mixed municipal solid waste) and the size of the operation measured in cubic yards of compost per year. Food waste compost facilities are classified as either Tier 2 (less than 10,000 cubic yards of compost per year) or Tier 3 (greater than 10,000 cubic yards of compost per year). There is also a permit exemption for facilities with less than 5,000 square feet of area "in support of composting" with other limitations. Mr. Heiderman's current transient use operation falls under the permit exemption threshold. As his operation becomes more successful, it will generate more food waste, and require a permit through MDE.

As we developed the regulations, I felt it was important to differentiate between agricultural facilities and commercial facilities rather than the amount of compost generated. As defined, a bonafide farm which accepts food waste for composting and utilizes the finished product on-site would be considered an agricultural facility. Those facilities which accept food waste and sell the finished composted product to the public would be considered a commercial facility, and would be subject to additional requirements such as site plan review, parking standards, and a more detailed access management review. The amendment would allow both types of facilities in the Agricultural and Industrial zoning districts.

In developing the setbacks and separation distances of the proposed amendment, Mr. Heiderman requested that they be consistent with the state siting criteria found in COMAR 26.04.11.08,

which are generally as proposed in § ZS 1-329(c)(2). The recommended lot area and lot width requirements in § ZS 1-329(c)(1) have been tailored specifically to similar Worcester County standards for commercialized agricultural uses (5 acres and 200' respectively). In reviewing similar regulations imposed by other jurisdictions in Maryland, they have either mirrored the state requirements, or are more restrictive. Examples include 100' setbacks to property lines instead of 50' setbacks; higher lot area requirements (10 acres minimum), setbacks to a special flood hazard area, and limitations on the total area of the parcel or lot that may be utilized for in support of composting.

Additionally, staff worked with the Worcester County Department of Public Works to determine appropriate road and entrance requirements for food waste composting facilities. Commercial facilities are proposed to be limited to locations fronting on a collector or arterial highway as defined in the Zoning Code. A traffic impact analysis may be required, depending on the scale of the operation. Bonding of the roadway may be required to ensure that the increased truck traffic does not unduly burden the county tax payers if there are damages to the road that require repairs.

Overall, both types of facilities would be subject to a special exception hearing before the Board of Zoning Appeals, with operations and nuisance plans required as part of the application for review. The proposed amendment would also provide the board with the authority to enhance the proposed setbacks or place other conditions of approval upon an application if they find that there may be a negative impact on an adjoining property or environmental feature. The Board has continuing jurisdiction over the use under the provisions of § ZS 1-116(c)(8), as well as authority over any expansion, alteration or change to the facility under § ZS 1-329(a).

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
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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:	August 24, 2022
Re:	Zoning Ordinance Proposed Text Amendment – Amend the text to allow "Food Waste Composting Facilities" by Special Exception; Amend § ZS 1-103(b) to add definitions related to Food Waste Composting; and Amend ZS 1-329 to add standards for Food Waste Composting

Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Garvey Heiderman.

I recommend the following minor adjustments and additions to the proposed text amendment language as written:

1. §ZS 1-329(c)(3)(B): Addition of '*and width*' to read as follows: "Any internal travelway shall be of adequate length ***and width*** to prevent truck traffic from stopping or parking on a public road right of way."
2. §ZS 1-329(c)(3)(D): Replacement of screening decisions to be revised from the 'Board of Zoning Appeals' to the 'Department of Development Review and Permitting.'
3. §ZS1-329 (c)(5)(B)(2): Addition of a provision applicable to commercial food waste composting facilities:
    a. Recommendation – "A contact number for nuisance complaints shall be provided as part of the nuisance plan complaint response protocol to the Department of Development Review and regularly updated on an annual basis or as otherwise needed."
4. Further, I suggest that a component be added that the principal food waste acceptance points on the site be located under cover and not exposed to the elements in order to prevent runoff of material not yet treated and/or sorted. I suggest this on the off-chance that individuals responsible for primary sorting accidentally include items not conducive to composting that may cause environmental harm.

Please let me know if you have any other questions regarding this proposed text amendment.

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MEMORANDUM

To: Jennifer Keener, AICP, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, AICP, Zoning Administrator

From: Gary Pusey, Deputy Director GP

Date: August 17, 2022

Re: Text Amendment Application –

(1) Amend the text of the Zoning Ordinance to allow "Food Waste Composting Facilities" by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District and the I-2 Heavy Industrial District;

(2) Amend the text of §ZS 1-103(b) Definitions to add definitions related to Food Waste Composting; and

(3) Amend the text of §ZS 1-329 Solid Waste Disposal Sites to add standards for Food Waste Composting;

****

Garvey Heiderman has submitted the attached text amendment application to add a new use of "food waste composting facilities" as a Special Exception (SE) in the A-1, A-2, I-1 and I-2 Districts. The amendment will also add development standards and definitions for these facilities and related terms.

Mr. Heiderman, owner of Ocean Compost and The Hobbit Restaurant, has been operating under a transient use SE approved by the Board of Zoning Appeals to allow compost operations of restaurant food waste in the A-1 District at a property on St. Martins Neck Road for the last two years. Transient uses may be permitted for one year, with an additional one year extension.

For this application, two separate food waste composting facilities are addressed: (1) "agricultural food waste composting facilities" and (2) "commercial food waste composting facilities."

An "agricultural" facility would accept food waste for on-site composting for use on an agricultural property and in conjunction with a bona fide agricultural activity; a "commercial" facility would accept food waste for composting for sale to the general public, and the composted material could also be applied on-site.

The request proposes to amend the existing text of §ZS 1-329 Solid Waste Disposal Sites to add the special development standards for these facilities. Some of the specific standards applicable to both agricultural and commercial facilities include:

- 5 acre minimum lot size;
- 50' setback from all property lines;
- 100' setback from a domestic well;
- 100' setback from a stream, lake or other waterbody;
- 300' separation distance between composting activities and residence on an adjacent parcel;
- Facility may not be located in a floodplain;
- Structures and outdoor storage of materials and debris must be screened from public roads and adjacent residential uses by vegetation, walls or fences;
- An annual report must be submitted to County Public Works certifying the annual tonnage of food diverted from the solid waste stream; and
- A nuisance plan must be submitted to the BZA during the SE review that addresses how dust, odors, rodents, etc. will be controlled.

The standards applicable to commercial facilities only include:

- Facilities must be located on either an arterial or collector highway as defined in §ZS 1-326;
- A traffic impact analysis may be required;
- A bond or guaranty shall be provided to the County to cover any repair costs for road or associated drainage system damage;
- Access points must be designed in accordance with the County's standards for commercial entrances with regard to acceleration/deceleration lanes;
- The site plan requirements of §ZS 1-325 must be met; and
- Off- street parking must be provided in accordance with the agritourism facilities use category of §ZS 1-320.

The application, with the proposed text, is attached.

This request is scheduled to be presented to the Planning Commission at its September 1, 2022 meeting. Please provide any comments you may have by Tuesday, August 23, 2022.

If you have questions or need additional information, please let me know. Thanks!

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 8/17/2022

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: ✓

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 1-103(b); 1-201(c); 1-202(c); 1-212(c); 1-213(c); 1-32

b. Page Number: ZS1:I:3; ZS1:II:3; ZS1:II:11; ZS1:II:69; ZS1:II:76; ZS1:III:13

c. Proposed revised text, addition or deletion:
See attached

III. Reasons for Requesting Text Change:

a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:
to have an appropriate standard for compost sites in the county

IV. Signature of Applicants

Signature(s): T. Garvey Heiderman

Printed Name(s): T. Garvey Heiderman

Mailing Address: Po Box 3921 ocean city, MD 21843

Phone Number: 443-783-4835

Email: tgheiderman@gmail.com

Date: 8-9-22

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

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 1-103(b) Definitions

COMPOSTING – The controlled aerobic biological decomposition of organic waste material to yield a nuisance-free, humus-like product.

COMPOSTING FACILITY - An area of land, structures, and/or facility where composting takes place.

COMPOSTING, IN SUPPORT OF – Activities and the means used to conduct any phase of composting, including but not limited to feedstock receipt, feedstock storage, active composting, curing, compost storage, composting equipment storage or maintenance, or storage of any solid waste or non-compostable materials.

FOOD WASTE – Source-separated organics from residential curbside or drop-off programs and non-residential sources, including pre-consumer and post-consumer food scraps and non-recyclable paper, but not including residuals from industrial food processing.

FOOD WASTE COMPOSTING FACILITY, AGRICULTURAL - An area of land and/or structures where food waste is composted for use in conjunction with a bonafide agricultural activity.

FOOD WASTE COMPOSTING FACILITY, COMMERCIAL – An area of land and/or structures where food waste is composted for sale. The composted product may also be used on the property in conjunction with a bonafide agricultural activity.

A-1 District: New § ZS 1-201(c)(33), renumber existing (33) as (34):

(33) Food waste composting facilities in accordance with § ZS 1-329 hereof.

A-2 District: New § ZS 1-202(c)(43), renumber existing (43) as (44):

(43) Food waste composting facilities in accordance with § ZS 1-329 hereof.

I-1 District: New § ZS 1-212(c)(14), renumber existing (14) as (15):

(14) Food waste composting facilities in accordance with § ZS 1-329 hereof.

I-2 District: New § ZS 1-213(c)(10), renumber existing (10) as (11):

(10) Food waste composting facilities in accordance with § ZS 1-329 hereof.

§ ZS 1-329. Solid waste disposal sites and food waste composting facilities.

(a) Conformance with Title. No site shall be developed as a solid waste disposal site or food waste composting facility and no existing solid waste disposal site or food waste composting facility shall be enlarged, altered or changed in use except in conformity with the provisions of this Title.

(b) Additional conditions for solid waste disposal sites. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

(1) Disposal areas on every such site shall be set back from every public road right-of-way and every perimeter property line at least one hundred feet.

(2) The solid waste disposal area shall be effectively screened from public view by dense foliage, topography or fencing prior to use of the area as a solid waste disposal site. In addition, a security fence and gate at least six feet in height and of such length and construction to effectively control vehicular entrance to the disposal operation shall be constructed prior to the operation of the site. Such fence shall be visually screened along the outside by landscaping in accordance with the provisions of § ZS 1-322 hereof.

(3) The burning of refuse or other waste material shall not be permitted at such sites, except by permission of the Department of the Environment and the Deputy State Fire Marshal.

(4) The solid waste disposal area shall not accept hazardous or toxic waste.

(5) All solid waste disposal sites shall be subject to the provisions of § ZS 1-116 hereof.

(6) The solid waste disposal area shall not be located over any aquifer.

(c) Additional conditions for food waste composting facilities. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

(1) Lot requirements. The minimum lot requirements shall be: lot area five acres; and lot width, two hundred feet.

(2) Setbacks and separation distances.

A. Except where a greater setback is required by the Board of Zoning Appeals, local, state, or federal law or regulations, activities in support of composting may not be located closer than:

1. Front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet.

2. One hundred feet to a domestic well.

3. One hundred feet to any intermittent or perennial stream, lake, or other body of water except an impoundment for use in the composting process.

B. There shall be a minimum separation distance of three hundred feet from activities in support of composting to the nearest existing or permitted residential structure on an adjacent parcel.

C. A composting facility shall not be located in a special flood hazard area as designated on the official Flood Insurance Rate Maps (FIRMs).

(3) Standards for agricultural food waste composting facilities.

A. Composting operations shall not cause undue damage to any public road and its associated drainage system beyond that which may be reasonably expected to occur from ordinary traffic on that roadway.

B. The entrance to the property from the roadway must be secured by a chain, gate, cable or other appropriate means in order to prohibit vehicular access, except during hours of operation. During hours of operation, the entrance must be properly marked with "Truck Entrance" caution signs. Any internal travelway shall be of adequate length to prevent truck traffic from stopping or parking on a public road right-of-way.

C. Structures and outdoor storage of materials and debris shall be screened from public road rights-of-way and adjacent residential uses by vegetation, walls or fences.

D All perimeter property lines shall be screened in accordance with § ZS 1-322 hereof or by an acceptable alternative as determined by the Board of Zoning Appeals.

E. Prior to the issuance of a certificate of use and occupancy, copies of all State of Maryland permits must be submitted to the Department so that any conditions placed on the state-issued permits can be incorporated into the conditions under which the certificate of use and occupancy is issued. In addition, any conditions placed on renewed permits shall also be submitted in order to determine if they should also be made conditions of the County approval.

F. The facility operator shall certify the annual tonnage of food waste that has been diverted from the solid waste stream. The report shall be provided to the Worcester County Department of Public Works on or before October 1 of each year.

G. The composting operations shall comply with all applicable federal and state laws and regulations. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply.

H. The operator shall control and contain dust and other particulates to prevent visible emissions from crossing the boundary of the property.

(4) Standards for commercial food waste composting facilities. In addition to the provisions of § ZS 1-329(c)(3) hereof, the following standards shall apply to commercial food waste composting facilities:

A. All commercial food waste composting facilities shall be located such that they have direct access, without traveling on any public road right-of-way, to an arterial highway or collector highway as defined in § ZS 1-326 hereof. A traffic impact analysis may be required to ensure that adequate highway capacity, traffic congestion, and traffic safety measures are addressed. Prior to the issuance of any certificate of use and occupancy under this Subtitle for a compost facility, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure that any undue damage to the public road or its associated drainage system is repaired to the satisfaction of the County.

B. All points of access to a public road from the site shall at a minimum be designed in accordance with the County's standards for commercial entrances with regard to acceleration and deceleration lanes. Additionally, the areas on either side of the access point to the public road right-of-way shall be cleared of vegetation, debris, etc. in order to provide adequate line-of-sight for vehicles traveling on the public road right-of-way as well as for vehicles utilizing the access point.

C. Commercial food waste composting facilities shall be subject to the requirements of § ZS 1-325 hereof.

D. Off-street parking shall be provided in accordance with § ZS 1-320 hereof consistent with the agritourism facilities use category.

(5) Review procedure.

A. In conjunction with an application for a special exception, the applicant shall prepare a site plan meeting the requirements of § ZS 1-116(d)(2) hereof for submission to the Board of Zoning Appeals for its review.

B. In addition, the applicant shall submit the following:

1. A composting facility operation plan that includes:

i. A description of the type and quantities of the materials to be accepted;
ii. Procedures utilized to determine whether unacceptable materials are received, and the procedures that will be followed in the event unacceptable materials are received;

iii. Composting method and equipment to be used;
iv. The maximum quantity of feedstocks to be accepted on an annual basis;
v. The maximum quantity of finished compost to be produced on an annual basis;
vi. The maximum height, width and spacing of piles;
vii. Truck access and frequency of trips;
viii. Days and hours of operation;
ix. Measures to be taken to protect the public; and
x. Any other information necessary to adequately understand the operation.

2. A nuisance plan that addresses the methods to prevent and control dust, odors, rodents, insects and other pests at the facility and a complaint response protocol.

Assateague Coastal Trust – PO Box 731, Berlin, MD 21811 – 410-629-1538

9/1/22

Attn: Worcester County Planning Commission, County Commissioners
Worcester County Government Center, Room 1102, One West Market Street,
Snow Hill, MD 21863

RE: Text Amendment of Zoning Ordinance to allow "Food Waste Composting Facilities" by Special Exception in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District, and the I-2 Heavy Industrial District

Dear Planning Commission Members and Honorable County Commissioners,

Thank you for this opportunity to comment on the text amendment regarding Food Waste Composting Facilities. Assateague Coastal Trust would like to commend the county for their willingness to work with Go Green OC and Garvey Heiderman in recognizing food waste as a valuable resource here in Worcester. Allowing aerobic food waste composting will enable Go Green OC to expand its reach within the Town of Ocean City and the county – creating valuable compost and soil to be used and sold locally. In addition, this initiative is keeping tens of thousands of tons of food waste out of landfills- saving space and the Town of Ocean City (and hopefully one day the county) money. The current need for aerobic food-waste composting is extensive, and we hope to see more funding targeted for their efforts of diverting waste that would otherwise be incinerated or landfilled.

We do believe the language in the amendment is adequate and effectively defines the use for only aerobic food-waste composting within the code. However, the words 'compost(ing)' and 'organic' can be used in various ways. Specific definitions of types of 'feedstocks' and 'organic waste' should be used as the demand for alternative energies and waste diversions are growing. I am submitting the following for your consideration:

European companies are currently flooding the US looking to operate Anaerobic Digestors within rural areas, specifically targeting animal waste from chickens, pigs, and cows as well as sewage sludge, fats and greases, animal mortality and poultry processing waste. The county should adopt language that specifically diversifies the two. This would enable Worcester County to avoid what is currently happening in Delaware and Wicomico County. Large, industrialized companies are seeking to truck toxic waste into facilities to be burned to create methane which results in water-soluble digestate that must be land-applied and generates substantial CO2 emissions in Ag-Residential areas. In Wicomico County, a company tried to mislabel themselves as a composting facility- due to the nature of a small percentage of composting being conducted for their process and avoid amending the counties code. Their $2.4-million funding from Maryland Dept. of Agriculture was pulled due to this as well as trying to operate within a residential area with already had existing health impairments.

For the reasons listed above, Assateague Coastal Trust implores the Planning Commission and County Commissioners to consider adopting this amendment regarding food-waste composting with revised language that protects the citizens of Worcester County from other operations that are detrimental to our environment and health.

Thank you for your consideration of our concerns, and for your efforts to protect the quality of life in our Coastal Bays Watershed.

Sincerely,

Gabrielle (Gabby) Ross
Assateague Coastkeeper
Assateague Coastal Trust
443.235.2014
coastkeeper@actforbays.org

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 22-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Food Waste Composting Facilities

For the purpose of amending the Zoning and Subdivision Control Article to add definitions of agricultural and commercial food waste composting facilities and related terms, to provide specific development standards for these facilities, and to allow these uses only after the granting of a Special Exception by the Board of Zoning Appeals in the A-1 and A-2 Agricultural Districts, the I-1 Light Industrial District, and the I-2 Heavy Industrial District.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of the following definitions, to read as follows:

COMPOSTING – The controlled aerobic biological decomposition of organic waste material to yield a nuisance-free, humus-like product.

COMPOSTING FACILITY - An area of land, structures, and/or facility where composting takes place.

COMPOSTING, IN SUPPORT OF – Activities and the means used to conduct any phase of composting, including but not limited to feedstock receipt, feedstock storage, active composting, curing, compost storage, composting equipment storage or maintenance, or storage of any solid waste or non-compostable materials.

FOOD WASTE – Source-separated organics from residential curbside or drop-off programs and non-residential sources, including pre-consumer and post-consumer food scraps and non-recyclable paper, but not including residuals from industrial food processing.

FOOD WASTE COMPOSTING FACILITY, AGRICULTURAL - An area of land and/or structures where food waste is composted for use in conjunction with a bona fide agricultural activity.

FOOD WASTE COMPOSTING FACILITY, COMMERCIAL – An area of land and/or structures where food waste is composted for sale. The composted product may also be used on the property in conjunction with a bona fide agricultural activity.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-201(c)(33) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-201(c)(34) and a new Subsection § ZS 1-201(c)(33) be enacted to read as follows:

(33) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-202(c)(43) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-202(c)(44) and a new Subsection § ZS 1-202(c)(43) be enacted to read as follows:

(43) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-212(c)(14) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-212(c)(15) and a new Subsection § ZS 1-212(c)(14) be enacted to read as follows:

(14) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-213(c)(10) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as Subsection § ZS 1-213(c)(11) and a new Subsection § ZS 1-213(c)(10) be enacted to read as follows:

(10) Food waste composting facilities in accordance with § ZS 1-329 hereof.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-329 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

§ ZS 1-329. Solid waste disposal sites and food waste composting facilities.

(a) Conformance with Title. No site shall be developed as a solid waste disposal site or food waste composting facility and no existing solid waste disposal site or food waste composting facility shall be enlarged, altered or changed in use except in conformity with the provisions of this Title.

(b) Additional conditions for solid waste disposal sites. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

(1) Disposal areas on every such site shall be set back from every public road right-of-way and every perimeter property line at least one hundred feet.

(2) The solid waste disposal area shall be effectively screened from public view by dense foliage, topography or fencing prior to use of the area as a solid waste disposal site. In addition, a security fence and gate at least six feet in height and of such length and construction to effectively control vehicular entrance to the disposal operation shall be constructed prior to the operation of the site. Such fence shall be visually screened along the outside by landscaping in accordance with the provisions of § ZS 1-322 hereof.

(3) The burning of refuse or other waste material shall not be permitted at such sites, except by permission of the Department of the Environment and the Deputy State Fire Marshal.

(4) The solid waste disposal area shall not accept hazardous or toxic waste.

(5) All solid waste disposal sites shall be subject to the provisions of § ZS 1-116 hereof.

(6) The solid waste disposal area shall not be located over any aquifer.

(c) Additional conditions for food waste composting facilities. In addition to the provisions contained in other parts of this Title, the following shall apply to such sites:

(1) Lot requirements. The minimum lot requirements shall be: lot area five acres; and lot width, two hundred feet.

(2) Setbacks and separation distances.

A. Except where a greater setback is required by the Board of Zoning Appeals, local, state, or federal law or regulations, activities in support of composting may not be located closer than:

1. Front yard setback, fifty feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet.

2. One hundred feet to a domestic well.

3. One hundred feet to any intermittent or perennial stream, lake, or other body of water except an impoundment for use in the composting process.

B. There shall be a minimum separation distance of three hundred feet from activities in support of composting to the nearest existing or permitted residential structure on an adjacent parcel.

C. A composting facility shall not be located in a special flood hazard area as designated on the official Flood Insurance Rate Maps (FIRMs).

(3) Standards for agricultural food waste composting facilities.

A. Composting operations shall not cause undue damage to any public road and its associated drainage system beyond that which may be reasonably expected to occur from ordinary traffic on that roadway.

B. The entrance to the property from the roadway must be secured by a chain, gate, cable or other appropriate means in order to prohibit vehicular access, except during hours of operation. During hours of operation, the entrance must be properly marked with "Truck Entrance" caution signs. Any internal travelway shall be of adequate length to prevent truck traffic from stopping or parking on a public road right-of-way.

C. Structures and outdoor storage of materials and debris shall be screened from public road rights-of-way and adjacent residential uses by vegetation, walls or fences.

D All perimeter property lines shall be screened in accordance with § ZS 1-322 hereof or by an acceptable alternative as determined by the Board of Zoning Appeals.

E. Prior to the issuance of a certificate of use and occupancy, copies of all State of Maryland permits must be submitted to the Department so that any conditions placed on the state-issued permits can be incorporated into the conditions under which the certificate of use and occupancy is issued. In addition, any conditions placed on renewed permits shall also be submitted in order to determine if they should also be made conditions of the County approval.

F. The facility operator shall certify the annual tonnage of food waste that has been diverted from the solid waste stream. The report shall be provided to the Worcester County Department of Public Works on or before October 1 of each year.

G. The composting operations shall comply with all applicable federal and state laws and regulations. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply.

H. The operator shall control and contain dust and other particulates to prevent visible emissions from crossing the boundary of the property.

(4) Standards for commercial food waste composting facilities. In addition to the provisions of § ZS 1-329(c)(3) hereof, the following standards shall apply to commercial food waste composting facilities:

A. All commercial food waste composting facilities shall be located such that they have direct access, without traveling on any public road right-of-way, to an arterial highway or collector highway as defined in § ZS 1-326 hereof. A traffic impact analysis may be required to ensure that adequate highway capacity, traffic congestion, and traffic safety measures are addressed. Prior to the issuance of any certificate of use and occupancy under this Subtitle for a compost facility, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure that any undue damage to the public road or its associated drainage system is repaired to the satisfaction of the County.

B. All points of access to a public road from the site shall at a minimum be designed in accordance with the County's standards for commercial entrances with regard to acceleration and deceleration lanes. Additionally, the areas on either side of the access point to the public road right-of-way shall be cleared of vegetation, debris, etc. in order to provide adequate line-of-sight for vehicles traveling on the public road right-of-way as well as for vehicles utilizing the access point.

C. Commercial food waste composting facilities shall be subject to the requirements of § ZS 1-325 hereof.

D. Off-street parking shall be provided in accordance with § ZS 1-320 hereof consistent with the agritourism facilities use category.

(5) Review procedure.

A. In conjunction with an application for a special exception, the applicant shall prepare a site plan meeting the requirements of § ZS 1-116(d)(2) hereof for submission to the Board of Zoning Appeals for its review.

B. In addition, the applicant shall submit the following:

1. A composting facility operation plan that includes:

   i. A description of the type and quantities of the materials to be accepted;
   ii. Procedures utilized to determine whether unacceptable materials are received, and the procedures that will be followed in the event unacceptable materials are received;
   iii. Composting method and equipment to be used;
   iv. The maximum quantity of feedstocks to be accepted on an annual basis;
   v. The maximum quantity of finished compost to be produced on an annual basis;
   vi. The maximum height, width and spacing of piles;
   vii. Truck access and frequency of trips;
   viii. Days and hours of operation;
   ix. Measures to be taken to protect the public; and
   x. Any other information necessary to adequately understand the operation.

2. A nuisance plan that addresses the methods to prevent and control dust, odors, rodents, insects and other pests at the facility and a complaint response protocol.

Section 7. 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

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

August 18, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County 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* on September 1, 2022 and September 8, 2022. Thank you.

Notice of Public Hearing
Amendment to Worcester County Water
and Sewerage Plan and
Expansion of the Existing Campground
Island Resort Campground
9552 Cropper Island Road

The Worcester County Commissioners will hold a public hearing to consider an application filed by Mr. Robert Rauch of Rauch Engineering, is the applicant on behalf of Island Resort Park, Inc., for a proposed amendment to the Worcester County Water and Sewerage Plan. The application for the amendment to the Water and Sewerage Plan seeks a 62-lot expansion to the existing 176 lot seasonal campground that has been in existence since 2005. The most recent expansion brought the permitted discharge capacity of the wastewater treatment plant near its maximum capacity. This proposed expansion will require additional wastewater treatment capacity. This will be accomplished by proposed modifications to the existing treatment plant and the addition of a proposed 15.44-acre spray irrigation field. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendment at its meeting of July 7, 2022 and found it to be consistent with the Worcester County Comprehensive Plan. The **public hearing** on this application will be held on

A Public Hearing will be held on
TUESDAY, September 20, 2022 at 10:30 A.M.
in the 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 14

APPROVED

WSY 8/16/22

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: **Public Hearing Notice**
Mystic Harbour Sanitary Service Area
Expansion of Sewer Planning Area
SW-2022-01

Date: 8/8/22

The Planning Commission met on July 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 expansion of the existing campground by 62 lots.

Mr. Robert Rauch of Rauch Engineering, is the applicant on behalf of Island Resort Park, Inc. The applicant proposes a 62 lot expansion to the existing 176 lot seasonal campground. The campground has been in existence since 2005. There have been two amendments to *The Plan* for this facility. They have expanded periodically within the approved and expanded planning area in concurrence with its existing land use, density, and zoning regulations. The most recent expansion was in 2020 added 36 lots and that last expansion brought the permitted discharge capacity of the wastewater treatment plant near its maximum. This proposed expansion will require additional wastewater treatment capacity. This will be accomplished by proposed modifications to the existing treatment plant on TM 40 Parcel 241 and a proposed 15.44 acre sprayfield on TM 40 Parcel 93, which is immediately adjacent to the campground.

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

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area for the expansion of the existing campground by 62 lots.

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 staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on July 7, 2022

Attachment 1

Staff Report to 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

June 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 –Island Resort Campground – Expansion of Existing Campground by 62 Lots (SW-2022-01)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to expand Island Resort Campground's water and sewer planning areas along with proposed infrastructure improvements 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. Mr. Robert Rauch of Rauch Engineering, is the applicant on behalf of Island Resort Park, Inc.

The applicant proposes a 62 lot expansion to the existing 176 lot seasonal campground. The campground has been in existence since 2005. There have been two amendments to *The Plan* for this facility. They have expanded periodically within the approved and expanded planning area in concurrence with its existing land use, density, and zoning regulations. The most recent expansion was in 2020 added 36 lots and that last expansion brought the permitted discharge capacity of the wastewater treatment plant near its maximum. This proposed expansion will require additional wastewater treatment capacity. This will be accomplished by proposed modifications to the existing treatment plant on TM 40 Parcel 241 and a proposed 15.44 acre sprayfield on TM 40 Parcel 93, which is immediately adjacent to the campground.

Wastewater flows for the campground have been based on an 80 gpd per campsite year average and a 107 gpd per occupied campsite daily maximum month flow. The campground is permitted to discharge 9,600 gpd average daily flow with a 19,600 gpd to a conventional subsurface soil absorption system with a reserve area and a permitted 9,600 gpd drip irrigation system reserved for the last reserve disposal area.

Wastewater treatment is provided by a 9,600 gpd tertiary wastewater treatment plant (WWTP). A 10,000 gpd, Smith and Loveless Modular FAST package wastewater plant has been installed and is operating in accordance with design specifications and permitted discharge permit limitations. This plant can treat up to 10,000 gpd average daily flow and 20,000 gpd peak flow. This amendment proposes to upgrade the existing modular Enhanced Nutrient Removal (ENR) WWTP to accommodate the increased WWTP flow from the proposed 62 lot expansion for a total of 238 lots. The effluent is proposed to be sprayed onto the proposed 15.44-acre spray field. The average daily flow typically ranges way below design rating, but the plant design must be designed for potential full campground capacity.

Based on an 80 GPD per campsite year average and a 107 GPD per occupied campsite daily maximum month flow, the WWTP is proposed to be upgraded to increase the total capacity to 30,000 GPD to accommodate the potential for 100% capacity. One this amendment is approved, an application to amend the discharge permit will be sent to MD Department of the Environment to reflect the potential average daily flow of 19,040 GPD and an average daily flow of maximum month flow of 25,466 GPD. Data the park owner has assembled with their consultant details occupancy levels remain between 3% and 20% during the season which would reflect maximum expected (at 20% occupied) realized flows of 3,808 gpd average daily flow and 5,093 gpd average daily flow of maximum month

In 2010, the campground underwent a conversion to a co-operative form of ownership. On June 30, 2010, the plat for the co-operative campground was recorded with Phase 2 for future development so noted. The transfer of ownership of the campground required establishment of a controlling authority for the system. In Worcester County, the controlling authority is the Department of Public Works (DPW). The transfer of ownership to a co-operative form of ownership also entailed a shared facility agreement per the requirements of COMAR 26.04.05. That agreement was approved in 2010 under Resolution 10-24. While DPW does not operate the water and wastewater facilities, they have oversight within the shared facility agreement and a separate operations agreement that includes review of any planned expansions. With respect to continuing on with the co-operative form of ownership or converting back to a rental form of ownership, the park owner will need to restate their intentions for this condition for the proposed expansion. If they abolish the co-operative form of ownership, they will need to properly abandon the shared facility and operating agreements along with any other plat resolutions required by county agencies.

A soil hydrogeologic investigation for the proposed sprayfield capability was conducted by Rauch Engineering to determine the initial feasibility of such and expansion, and that brief report is attached to this application. The results of the investigation indicate that the test area as a high potential for the discharge of treated wastewater via spray irrigation at a maximum rate of 2 inches/week. Formal hydrogeological evaluations shall be completed upon the approval of this amendment and in conjunction with an application to MD Department of the Environment for a modification to their existing groundwater discharge permit.

For this expansion of lots, the campground is requesting this amendment to *The Plan* for the additional 62 sites, the modifications to their sanitary capacity treatment capability and infrastructure, and the addition of the proposed sprayfield as an additional discharge outfall for their treated wastewater.

The expansion portion of the water/sewer planning expansion areas designated by *The Plan* will be designated private system for the expanded areas, the same as the existing campground. The proposed

sprayfield will also be identified in *The Plan.* The application mapping shows the water and sewer planning areas will only be modified to adhere to the needs of the expanded lots only and will not intrude into Green Infrastructure Land Use Designation in the *Comprehensive Plan* nor will they intrude into the RP zoning district.

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 proposed amendment after the Planning Commission presents its findings.

Comprehensive Plan Policies

The Comprehensive Plan designates the area designated for this amendment as an Agricultural Area.

Agricultural Areas are defined (p. 18) as follows:

- This category is reserved for farming, forestry, and related industry with minimal residential and other incompatible uses although permitted, are discouraged.

Additional *Comprehensive Plan* references include:

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).
-

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).
- Require new development to "pay its way" by providing adequate public facilities to meet the infrastructure demand it creates (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)

Zoning

The *Planning Area* is zoned A-1, Agricultural District, in which it is intended to preserved, encourage, and protect the County's farms, forestry operations and their economic productivity. The existing campground was subject granted a special exception in January of 2008 by the Worcester County Board of Zoning Appeals to expand the existing campground for the initial expansion and a variance was also granted to reduce the required setback to a residential district.

The Department of Development Review and Permitting (DRP) understands this application to be located on a separate lot (Lot A) from the existing campground (Lot C – TM 40-93). Both parcels are currently zoned A-1 Agricultural District and RP Resource Protection District, which do not allow campgrounds. They advise a rezoning may be necessary to allow this expansion. The departmental rezoning application windows are May, September and January for the submission of a packet to DRP for processing.

They further advise if a Boundary Line Adjustment of Lots A and C is being contemplated, the Board of Zoning Appeals (BZA) could potentially consider the expansion of an existing non-conforming use (campground), by no more than 50% land area (50% of approx. 150 acres = 75 acres), number of sites (50% of 175 existing sites = 87 sites), etc. as a special exception under § ZS 1-122(d)(1) and subject to any setback and other requirements of § ZS 1-318, Campgrounds. DRP mentions that in either pathway, the BZA will have to review the campground expansion, followed by the site plan review process, with the addition that clarification on the type of campground proposed (rental vs cooperative) will be needed during the BZA and site plan review process.

Staff's Comments

Staff's comments are submitted below for your consideration.

1. The Island Resort sanitary infrastructure has adequate available water and wastewater treatment capacity to handle the current flow, but will need the addition of infrastructure improvements and the addition of the sprayfield as another discharge outfall permitted under their groundwater discharge permit to adequately handle the addition of flow for the extra campsites. Additional testing, investigations, and engineering submittals to the MD Department of the Environment in that discharge permit application may be necessary prior to a final determination on their groundwater discharge permit. This application is for the planning amendment that is required prior to the state's official processing of any modified discharge permit.

2. The applicant will need to resolve zoning classification and other requirements under our local code to allow for this expansion. Staff is recommending that this be a condition included in any affirmative decision by the Planning Commission.

3. The water and sewer planning areas should be modified to adhere to the needs of the expanded lots only and should not intrude into Green Infrastructure Land Use Designation in the *Comprehensive Plan* nor should they intrude into the RP zoning district

4. Any construction in the Planning Area would be required to meet the provisions of the storm water program and other local and state regulatory requirements.

5. The owner will need to apply for a Critical Area Growth Allocation within thirty (30) days as the next application window closes on July 31st. Staff is recommending that this be a condition included in any affirmative decision by the Planning Commission.

We have enclosed maps highlighting significant site and vicinity characteristics for your use. If you need further information, please contact us.

Sincerely,

Robert J. Mitchell, LEHS, REHS/RS
Director

Enclosures

cc: Island Resort Campground WS 2022-01 Amendment File

Attachment 1

Application

RAUCH inc.
engineering design & development services

Island Resort Park Inc. Newark, Maryland
Campground Lot Expansion and Wastewater Project - Proposal Description
Water and Sewer Plan Amendment Application

Island Resorts Campground is located in Newark, MD in Worcester County. It occupies parcel 0241, an A-1 agriculturally zoned area. Currently, the campground is at a permitted capacity of 176 campground lots which provide water, wastewater, and electricity to camp sites. Island Resort Park Inc. proposes to expand their campground by 62 lots onto Map/Grid/Parcel: 0040/0018/0093 zoned A-1/R-1 and expand their on-site wastewater treatment capacity via a wastewater treatment plant and spray irrigation on an agricultural field on the same Map/Grid/Parcel: 0040/0018/0093 currently zoned A-1/R-1 and campground use is an approved land use for this zoning designation.

Currently, Island Resorts Campground has 176 approved lots across parcel Map/Grid/Parcel: 0040/0018/0241. Island Resorts has been in operation since 2005 and has periodically expanded in concurrence with its existing land-use, density, and zoning regulations. The most recent expansion approval in 2020 added 36 lots on Map/Grid/Parcel: 0040/0018/0241 which brought the permitted discharge capacity of the wastewater treatment plant near its maximum. Island resorts proposes to add 62 lots on Map/Grid/Parcel: 0040/0018/0093 driven by demand for campground locations in the coastal regions of Worcester County particularly in the vicinity of Ocean City.

This expansion requires additional wastewater treatment capacity. The proposed 62 lot expansion will be pursued in conjunction with an upgrade to the existing wastewater treatment plant on Map/Grid/Parcel: 0040/0018/0241 and the proposed spray irrigation of a 15.44-acre field on Map/Grid/Parcel: 0040/0018/0093 with Class I effluent from the proposed Smith & Loveless, Inc. FAST 5 system.

Wastewater flow from a typical "Campground" is limited based on the restricted eight-month operating season, fluctuation in full week rentals, on-board sanitary facilities, and inclement seasonal weather. Based on the Island Resorts Campground 2019 occupancy and monthly wastewater flow records, the average daily flow for occupied lots ranged from under 50 gpd per campsite during the off-peak shoulder months to 119 gpd per campsite during the peak months. 2020 & 2021 data was not used due to the Covid-19 Pandemic and its impact on tourism and travel.

Currently, the Island Resorts Campground is permitted to discharge 9,600 gpd average daily flow, with a 19,600 gpd peak flow to an approved SRA with a conventional subsurface soil absorption system. The permit requires effluent quality limits of 30 mg/l BOD and 30 mg/l TSS. The Campground also has a permitted 9,600 gpd drip irrigation system reserved area. Island

RAUCH inc
engineering design & development services

Resorts Campground is served by a 9,600 gpd tertiary wastewater treatment plant (WWTP). A 10,000 gpd, Smith and Loveless Modular FAST WWTP has been installed and is operating in accordance with design specifications and permitted discharge permit limitations. The WWTP can treat up to 10,000 gpd average daily flow and 20,000 gpd peak flow. This modular ENR WWTP will be upgraded to accommodate the increased WWTP flow from the proposed 62 lot expansion for a total of 238 lots. This Class I effluent will be subsequently sprayed onto the proposed 15.44-acre spray field.

The average daily flow ranges from 1,000 GPD to 3,000 GPD depending on capacity, but the plant design is and must be designed for potential full campground capacity. The wastewater is treated at the park's 10,000 gpd, Smith and Loveless Modular FAST WWTP and the Class I effluent is direct injected into an agricultural field adjacent to the campground. The existing NPDES discharge permit allows 9,600 gpd average daily flow, with a 19,600 gpd peak flow to an approved SRA with a conventional subsurface soil absorption system based on the potential for 100% campground occupancy.

The proposed course of action for Island Resorts includes a 62-lot expansion onto Map/Grid/Parcel: 0040/0018/0093, upgrading the existing WWTP up facilitate a higher wastewater treatment capacity, and the introduction of spray irrigation of the Class I effluent onto a 15.44-acre spray field on Map/Grid/Parcel: 0040/0018/0093. The existing WWTP has a capacity of 20,000 GPD and a permitted daily max month flow discharge of 19,600 GPD. While the ADF ranges from 1,000 to 3,000 GPD due to less than 100% campground occupancy, the system is and must be designed for potential 100% occupancy. Based on an 80 GPD per campsite year average and a 107 GPD per occupied campsite daily maximum month flow, the WWTP will be upgraded increase the total capacity to 30,000 GPD to accommodate potential 100% capacity. The discharge permit will be amended to reflect the potential average daily flow of 19,040 GPD and an ADF of maximum month flow of 25,466 GPD. Real data shows occupancy levels remain between 3% and 20% during the season which would reflect maximum expected (at 20% occupied) realized flows of 3,808 GPD ADF and 5,093 GPD ADF of maximum month.

Application for Amendment of the Comprehensive Water and Sewerage Plan

Worcester County, Maryland

Date: 4/12/2022

Applicant (name, mailing address, phone and FAX number):

Contact Person: ROBERT EWELL
Telephone: 410-641-9838

Island Resorts Campground

Amendment Type: ✓ Water ✓ Sewer ___ Other
Amendment Character: ✓ Addition ___ Deletion ✓ Change

Please complete all the applicable forms included in this package. If a system does not already exist, the "Existing System" sheet is not required. Include a map of the area to be served at a scale of at least 1" = 2,000'. Return the completed application to:

Department of Environmental Programs
1 West Market Street Room 1306
Snow Hill, Maryland 21863

The fee for major amendment [adding or deleting service capacity or area(s)] is $500.
Minor amendments (not adding or deleting service) are $100.
Note: Modification of this form will void the application.

Property Identification:
Tax Map 40 Parcel Number(s): 93
Town/Community Name: Newark, MD

Location Description:
9552 CROPPER ISLAND RD
BNDRY LN ADJ ETC R EWELL

Property Owner Signature: _____ Date: _____

Applicant Signature: _____ Date: _____
(If other than property owner)

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Proposed Uses

* Please provide as much detail as possible on the proposed uses and review Worcester County zoning provisions for permitted uses.

Tax Map	Parcel	Zoning	Proposed Use*		EDU's Needed (Approx.)
0040	0093	A1-R1	A1-R1	Proposed	62*
0040	0241	A-1	A-1	Existing	176

*62 lots to be added. Real flow data shows below 80 GPD average of occupied sites and peak flows for month of max use of 107 GPD. Using design EDUs of 250 GPD, only 26 design EDUs are needed. The real GDP flow per lot as calculated for a 365 day year is 6.5 GPD (Not adjusting for percentage of occupancy).

April 13, 2004

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Existing Sewer System

System Parameters

Date: 4/12/2022

System Name: Island Resorts Campground, Inc.
System owner: Island Management, Inc.
System operator: Island Management, Inc.
Priority/Sewer and Water Plan Category: S-2 / W-2
Service area: Island Resorts Campground
[Tax Map and parcel(s)] Tax Map: 0040 Parcel: 0093/0241

	Year 2015	2020	2025
Population served:			
EDU's served	142	176	238
EDU's unserved	0	0	0
GPD per EDU	80**	80**	80**
System capacity			
Demand (MGD)	.012 ADF*	.015 ADF*	.019 ADF*
Planned (MGD)	.012 ADF*	.015 ADF*	.019 ADF*
Permitted (NPDES/groundwater)	.019 MDF*	.019 MDF*	.03 MDF*

Collection system description: Force Main

Treatment Plant
Location (N/E): 35-15-10, 75-14-20
Type: Package - Tertiary
Site area (acres): ____ Occupied area: 2.0 Unused area: 1.0
Current Capacity (MGD): Secondary: ____ Advanced: .02
Potential Capacity (MGD): Secondary: ____ Advanced: .03
Existing flow (MGD): .001 Average: .0011 Peak: .003 - Actual Flows
Sludge disposal: Land

Discharge:
Type: Infiltration
Location: On Site
NPDES/groundwater permit number: 09-0P-3471

Comments (planned expansion; alteration, abandonment if interim, or other changes; problems; etc.)
Spray irrigation will replace current infiltration/tile field

*Flow at 100% capacity

**62 lots to be added. Real flow data shows below 80 GPD average of occupied lots and peak flows for month of max use of 107 GPD. Using 107 GPD as MDF of MMF, the total planned full capacity design flow must be 25,466 GPD. The recorded GDP flow per lot as calculated for a 365 day year is 6.5 GPD (Not adjusting for percentage of occupancy).

Water and Sewerage Plan Amendment Application
Worcester County, Maryland

Date: 4/12/2022

Planned Sewer System

System Name: Island Resorts Campground

Area Served: Island Resorts Campground

Owner: Island Management, Inc.

Operator: Island Management, Inc.

Population and Capacity	2010	2015	2020	2025
Population Served (EDU):	110	142	176	238
Population Unserved (EDU):	0	0	0	0
GDP per EDU:	87	80	80	80
System Capacity Demand (MGD)	.0096	.011	.014	.019
System Capacity Planned:				
Permitted Capacity (MGD):				

Collection System

Type (circle one): Combined Separate

Description: Force Main

Condition of Transmission facilities: Excellent

Treatment Facility

Location (MD coordinates): 88014.8 MN, 583847.3 ME

Type: Package MBR - Tertiary - Spray Field

Total Site Size (acres): 161.3* **Occupied by facility:** .3 ac (Treatment Plant) Plus 15.44 ac spray field

Design Flow (MGD) .03 MGD

Existing Flow (MGD): Average: .019** **Peak:** .025**

Sludge disposal method: Land

Discharge

Type: Spray Field (Proposed)

Location: See Exhibit 1-1

NPDES permit # & expiration date: Current - 09-0P-3471 (Drip Irrigation) Proposed spray irrigation will require new permit/revision

Op., Maint., and Replacement Costs: $50,000 & $350,000

Funding Source: Privately Funded

Comments: * Existing 151.3 site/service area on parcel 0241 plus proposed 10 acre expansion onto parcel 93.

** Assuming 100% occupancy (Occupancy consistantly remains below 20% throughout the season) Actual flows expected to be .003 MGD

April 13, 2004

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Existing Water System

Date: 4/12/2022

System name:	Island Resorts Campground
System owner:	Island Resorts Campground, Inc.
System operator:	Island Management, Inc.
Priority/Sewer and	S-1
Water Plan Category:	W-1
Service area:	Island Resorts Campground

	Year 2010	2015	2021
EDU's Population served:			
Served	110	142	176
Unserved	0	0	0
GPD per EDU	110	110	110
System capacity			
Demand (MGD)	.012*	.015*	.019*
Planned (MGD)	.012	.015	.019

Production Wells

Well number:	1	2	
Aquifer:	Manokin	Manokin	
Location:	0241	House	
Depth:	280	280	
Diameter:	8	8	
Max. yield:	Number of gallons per minute		translates to certain amount of water per day and amount of pressure too (maximum amount of production)
Pumping capacity:	average production 70**		
Water quality:	Good	Good	

Treatment

Water source:	Well	Well	
Type:	Chlorine	Conditioner	
Location:	Well	House	
Rated Capacity:	AKA permitted, rated, or design capacity .012 should be in MGD		
Average production:	how much a production well can provide on average		
Max. peak flow:	peak hourly demand 70 GPM		
Storage capacity:	Hydropneumatic Tank		
Sludge disposal:	N/a	N/a	

Comments (expansion plans [MGD/dates]; problems; planned improvements; etc.)

*Assuming 100% occupancy (Occupancy consistantly remains below 20% throughout the season) Actual flows average .0015 MGD

**Pumping capacity when in use (Combined House and Campground)

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Planned Water System

Date: 4/12/2022
System Name: Island Resorts Campground
System Owner: Island Resorts Campground
System Operator: Island Management, Inc.

Sewer/Water Plan
proposed category: W-1* & W-2 (W-1, W-2, W-3)

Service area: Island Resorts Campground
[Tax Map and parcel(s)] Tax Map: 0040 Parcel: 0093/0241

	Year		
	2015	2020	2025
Population served: (EDU's served)	142	176	238

Gallons per EDU: 110

Constructed by: Island Management, Inc.

Planned Distribution System: Small Diameter Water Main

System parameters:

Well location: Parcel 0241
Well depth/aquifer: Manokin
Treatment facilities: Chlorine
Storage facilities: Hydropneumatic Tanks
Distribution system: Small Diameter Water Main SDR18
Pumping capacity: 50 GPM
System Cost: $250,000
Funding source: Private

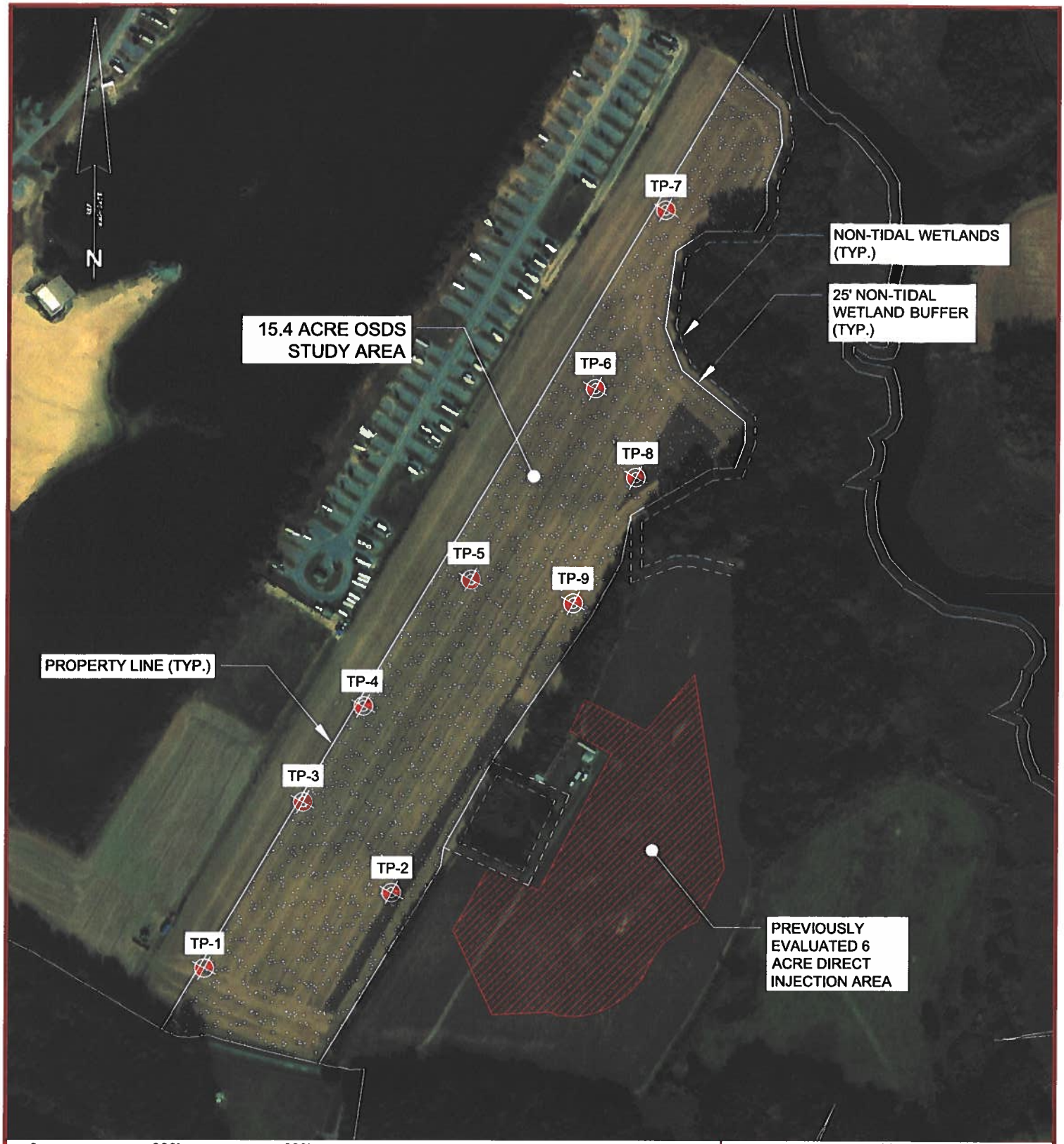
Construction schedule:
Start: 2/28/2023
Complete: 10/24/2023

Comments: * Existing on parcel 241

Agreement, Policies:

Allocation:

EXHIBIT 1-1



TEST PIT STUDY AREA

LANDS OF:

ROBERT AND JULIA EWELL

WORCESTER COUNTY, MARYLAND

MAP 40 GRID 18 PARCEL 93

DRAWN BY KAK

SCALE 1" = 300'

DATE MAY 2021

SHEET 1 OF 1

RAUCH inc.
engineering design & development services
office: 410.770.9081 | fax: 410.770.3667
email: design@raucheng.com | web: www.raucheng.com
Maryland Office: 106 N. Harrison St - Easton, MD 21601
Virginia Office: 8229 Boone Blvd, Suite 625 - Vienna, VA 22182

RAUCH inc.
Engineering | Survey | Architecture | Environmental

ISLAND RESORT CAMPGROUND
NEWARK, MARYLAND
WORCESTER COUNTY

GEOTECHNICAL REPORT
OSDS FEASIBILITY STUDY

PREPARED FOR:
MR. ROBERT EWELL

MD office | 106 N. Harrison St – Easton, MD 21601
VA office | 8229 Boone Blvd, Suite 625 – Vienna, VA 22182
email: design@raucheng.com | web: www.raucheng.com
phone: 410.770.9081 | fax: 410.770.3667

RAUCH

May 28, 2021

TO: Mr. Robert Ewell

FROM: Kyle Kowalczyk, Environmental Scientist

RE: Feasibility Study for On-site Sewage Disposal System
Island Resort Campground
9552 Cropper Island Road
Newark, MD 21841

The purpose of this investigation is to determine the likelihood for proposed expansion of the Island Resort Campground in Newark, Maryland. The owner would like to determine how many potential campsites can be supported by discharging wastewater in the study area. Preliminary soil evaluations and future hydrogeological evaluation services were/will be performed on the above referenced 15.4-acres shown on the map in the appendices to accompany the approved 10-acres in the adjacent agriculture field to the East.

RAUCH inc. evaluated the above referenced property to determine if site conditions would be suitable for the discharge of treated wastewater (Type I) using spray irrigation methods in accordance with the requirements of Maryland Department of the Environment (MDE). MDE met RAUCH onsite with Worcester County Environmental Health Department to observe the practices and accompany the investigation.

The field work was completed in general accordance with MDE Guidelines to characterize and describe soil conditions in the study area. Nine (9) Test Pits identified as "TP-1 through TP-9" were excavated using a backhoe at various locations across contour lines to represent/confirm each of the soil types located in this area. Structural soil profiles were recorded from the surface down to a minimum of 5-feet or until the water table was intercepted. The recorded soil profiles can be found in the appendix.

The results of the investigation indicate that the test area as a high potential for the discharge of treated wastewater via spray irrigation at a maximum rate of 2 inches/week. Formal hydrogeological evaluations shall be completed upon the acceptance of the Water and Sewer Amendment by Worcester County. Hydrogeological evaluations shall confirm the total usable area for spray irrigation of treated wastewater and the weekly application rate. Please note TP-6 was not logged due to the soil appearing consistent with the adjacent pit shown on the map.

The soil profiles were obtained on May 21st with a map of property and the summary of each soil profile are attached. A copy of this preliminary report should be forwarded to MDE for review.

MD office | 106 N. Harrison St – Easton, MD 21601
VA office | 8229 Boone Blvd, Suite 625 – Vienna, VA 22182
email: design@raucheng.com | web: www.raucheng.com
phone: 410.770.9081 | fax: 410.770.3667

RAUCH

The chart below provides the mottling, texture, structure, and depths across the referenced property:

MOTTLING	AB = ABUNDNACE	S= SIZE	CON= CONTRAST
	F= FEW	1= FINE	F= FAINT
	C= COMMON	2= MEDIUM	D= DISTINCT
	M= MANY	3= LARGE	P= PROMINENT
TEXTURE:	S= SAND	SIL= SILT LOAM	SCL= SANDY CLAY LOAM
	LS= LOAMY SAND	SI= SILT	SC= SANDY CLAY
	SL= SANDY LOAM	SICL= SILTY CLAY LOAM	C= CLAY
	L= LOAM	CL= CLAY LOAM	SIC= SILTY CLAY
	VF= VERY FINE	F= FINE	M= MEDIUM
	CO= COURSE	VC= VERY COURSE	H= HEAVY
	LT= LIGHT		
STRUCTURE:	W= WEAK	B= BLOCKY	M= MASSIVE
	M= MEDIUM	SBK= SUBANGULAR BLOCKY	PL= PLATY
	S= STRONG	G= GRANULAR	ST= STRUCTURELESS
	1= SMALL	2= MEDIUM	3= LARGE

Based on the below soil profile information the following recommendations/conclusions are offered:

1) Prepare and submit the Water and Sewer Plan Amendment Application to Worcester County, Maryland.

2) Completion of formal hydrogeological testing should be performed to confirm application rates and the total usable area within the study area to accommodate the discharge of treated wastewater (Type I) via spray irrigation. This shall include evaluating the geologic and hydrologic conditions at the site by performing research of published information, field testing, and evaluating the overall suitability of a land treatment for the site.

2) The seasonal groundwater table was encountered in 6 out of 8 of the Test Pits and fluctuated from 3.5-7' below existing grade at the time of excavation. The other two (2) Test pits were excavated to a depth of 10' without water, however these pits were unsafe to enter at that depth.

3) Overall, soils located on the property were relatively consistent and comprised of fine sands at the surface with a subangular blocky "plow plan" ranging from 6-18" in depth. This layer underlain by sandy loams and loamy sands until the end of the profiles or at a depth of intercepting groundwater.

Please feel free to contact RAUCH inc. if you have any further questions.

Thank you,

Kyle A Kowalczyk

Kyle Kowalczyk, L.E.H.S.

MD office | 106 N. Harrison St – Easton, MD 21601
VA office | 8229 Boone Blvd, Suite 625 – Vienna, VA 22182
email: design@raucheng.com | web: www.raucheng.com
phone: 410.770.9081 | fax: 410.770.3667

RAUCH inc.

Island Resorts Campground
Soil Profiles

Profile # TP-1

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-10	1VFCR	10YR 5/6				VFSL	TOPSOIL
10-18	2MSBK	10YR 7/3				SL	GRAVEL
18-28	1WSBK	10YR 7/3	7.5YR 5/8		F1D	LFS	
28-36	1WSBK	10YR 6/4	5YR 5/6		C1D	LS	
36-50	1WSBK	7.5YR 5/8	10YR 6/1		C2D	LS	GRAVEL, REDOX FEATURES
50-58	M	7.5YR 6/8	5YR 5/8		M2D	LCOS	GRAVEL
58-78	1WSBK	7.5YR 6/8	5YR 5/8		F1D	LFS	H2O AT 78"

Profile # TP-2

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-12	1VFSBK	10YR 4/4				VFSL	TOPSOIL
12-16	2MSBK	10YR 4/4	7.5YR 5/8		F1D	HSL	REDOX PRESENT
16-26	1WSBK	10YR 5/6	5YR 5/8	10YR 6/2	F2D, F1P	VFSL/SIL	STRONG IRON DEPOSITS
26-36	1WSBK	7.5YR 5/8	10YR 7/3	10YR 7/1	C2D, F1D	LFS	GRAVEL
36-55	M	10YR 7/1	7.5YR 6/8	10YR 6/4	C1D, C2P	LCOS	H2O AT 55", CAVING

Profile # TP-3

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-8	1VFCR	10YR 6/4				FSL	TOPSOIL
8-16	1MSBK	10YR 5/6	7.5YR 5/8		F1D	SL	
16-26	1MSBK	10YR 7/3	10YR 5/8	7.5YR 6/8	C2P, F2D	FSL	
26-40	1WSBK	10YR 5/8	10YR 7/3	7.5YR 6/8	M2P, C1D	LFS	GRAVEL
40-48	1WSBK	10YR 7/3	7.5YR 6/8	5YR 5/8	M2D, C3D	LFS	
48-70	1WSBK	10YR 7/3	7.5YR 6/8		M2D	LS	NO H2O

Profile # TP-4

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-8	1VFCR	10YR 5/4				VFSL	TOPSOIL
8-12	2MSBK	10YR 5/4	7.5YR 5/8		F1D	FSL	
12-24	1MSBK	7.5YR 5/6	5YR 5/8		C2D	VFSL	
24-28	1WSBK	5YR 5/6	7.5YR 5/8		M1D	SL	GRAVEL
28-35	1WSBK	10YR 6/8	7.5YR 6/8		F1D	LFS	
35-44	1WSBK	10YR 5/8	7.5YR 6/8	10YR 7/3	C2D, F1P	LFS	
44-54	1WSBK	10YR 7/6	2.5YR 7/3	7.5YR 6/8	C1D, C2D	LFS	
54-72	M	10YR 7/3	5YR 5/8		M1D	LS	REDOX FEATURES, NO H20

Profile # TP-5

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-8	1VFCR	10YR 5/4				SIL	TOPSOIL
8-12	1MSBK	10YR 5/4				FSL	
12-18	1MSBK	10YR 6/4	10YR 5/8		C1P	FSL	
18-24	1MSBK	10YR 6/6	7.5YR 5/8		F1D	FSL	
24-36	2MSBK	10YR 5/8	7.5YR 6/8		F1D	SL	
36-44	1MSBK	10YR 7/3	7.5YR 6/8		C2D	SL	GRAVEL
44-54	1WSBK	7.5YR 6/8	5YR 5/8	10YR 7/3	C2D, F1D	LFS	REDOX FEATURES
54-80	1WSBK	7.5YR 6/8	5YR 5/8	10YR 7/3	C1D, C2D	LS	H2O AT 80"

Profile # TP-7

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-6	1VFSBK	10YR 4/4				VFSL	TOPSOIL
6-15	2MSBK	10YR 4/4	10YR 6/4		C2P	SL	
15-25	1MSBK	10YR 5/4	7.5YR 5/8		F1D	VFSL	
25-31	1MSBK	5YR 5/8	10YR 5/4		C1D	VFSL	REDOX FEATURES
31-39	1WSBK	5YR 5/8	10YR 5/4	7.5YR 6/8	C2D, F1D	LFS	
39-60	1WSBK	10YR 6/4	5YR 5/8	10YR 7/2	C1D	LS	H2O AT 60"

Profile # TP-8

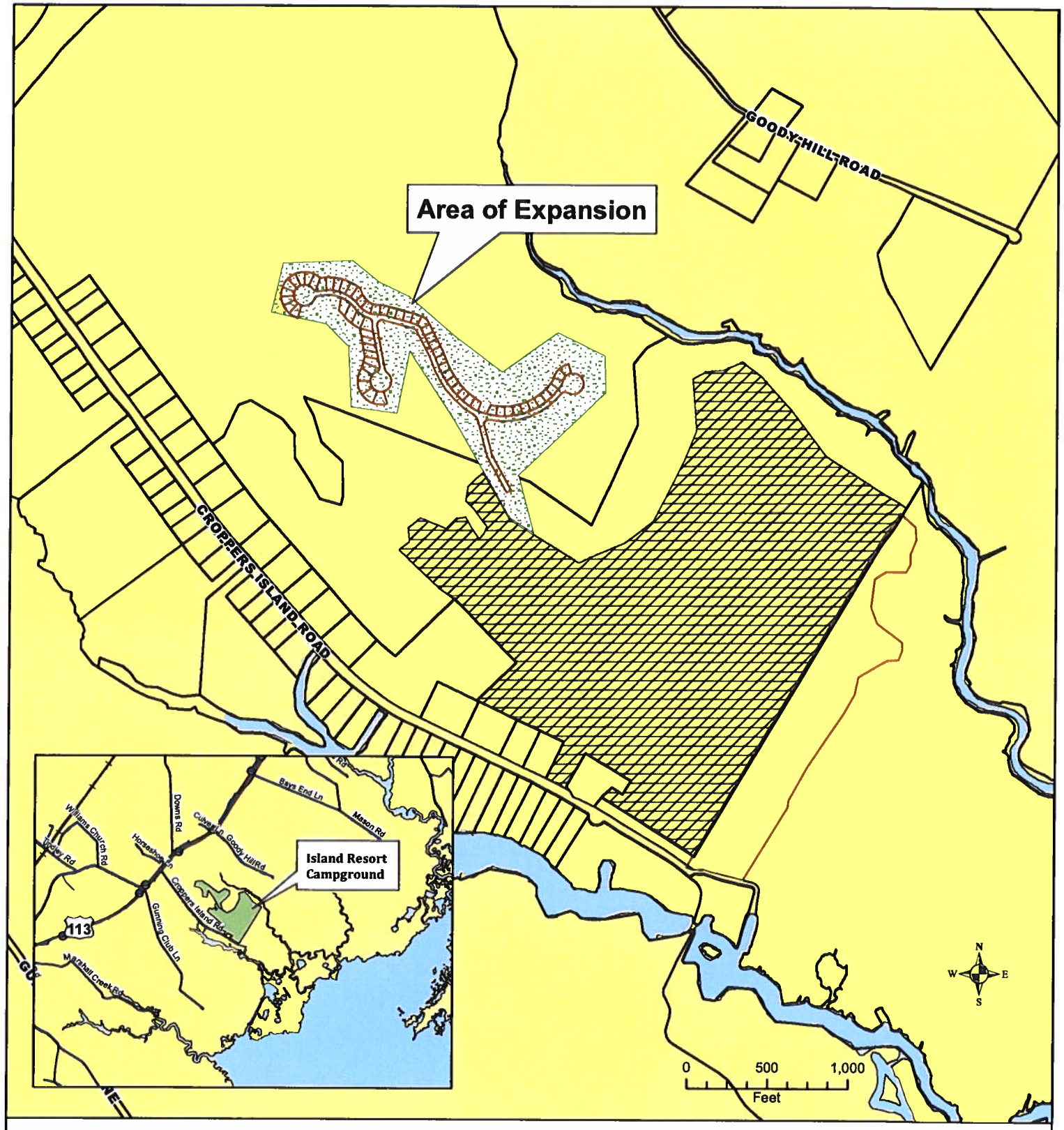
DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-6	1VFSBK	10YR4/4				VFSL	TOPSOIL
6-14	2WSBK	10YR 5/4	7.5YR 5/8			SL	
14-30	1WSBK	7.5YR 5/8	7.5YR 6/8	10YR 7/2	C2F, F1D	VFSL	GRAVEL
30-42	M	10YR 7/3	7.5YR 6/8		C1D	LCOS	H2O AT 42", CAVING

Profile # TP-9

DEPTH (IN)	STRUCTURE	MATRIX	MOTTLES	MOTTLES	AB S CON	TEXTURE	COMMENTS
0-5	1VFCR	10YR 4/4				SIL	TOPSOIL
5-12	1MSBK	10YR 4/4	7.5YR 5/8		F1D	FSL	
12-22	2MSBK	10YR 5/6	7.5YR 5/8	10YR 6/2	F1D, F1D	SL	GRAVEL
22-44	2MSBK	10YR 7/3	7.5YR 6/8	10YR 7/1	C2D, F1P	FSL	REDOX FEATURES
44-48	1WSBK	10YR 7/1	7.5YR 6/8	10YR 6/4	F2D, C1P	LS	H2O AT 44", CAVING

Attachment 2

Maps



Proposed Expansion

Sewer Planning Area

Sewer - Private

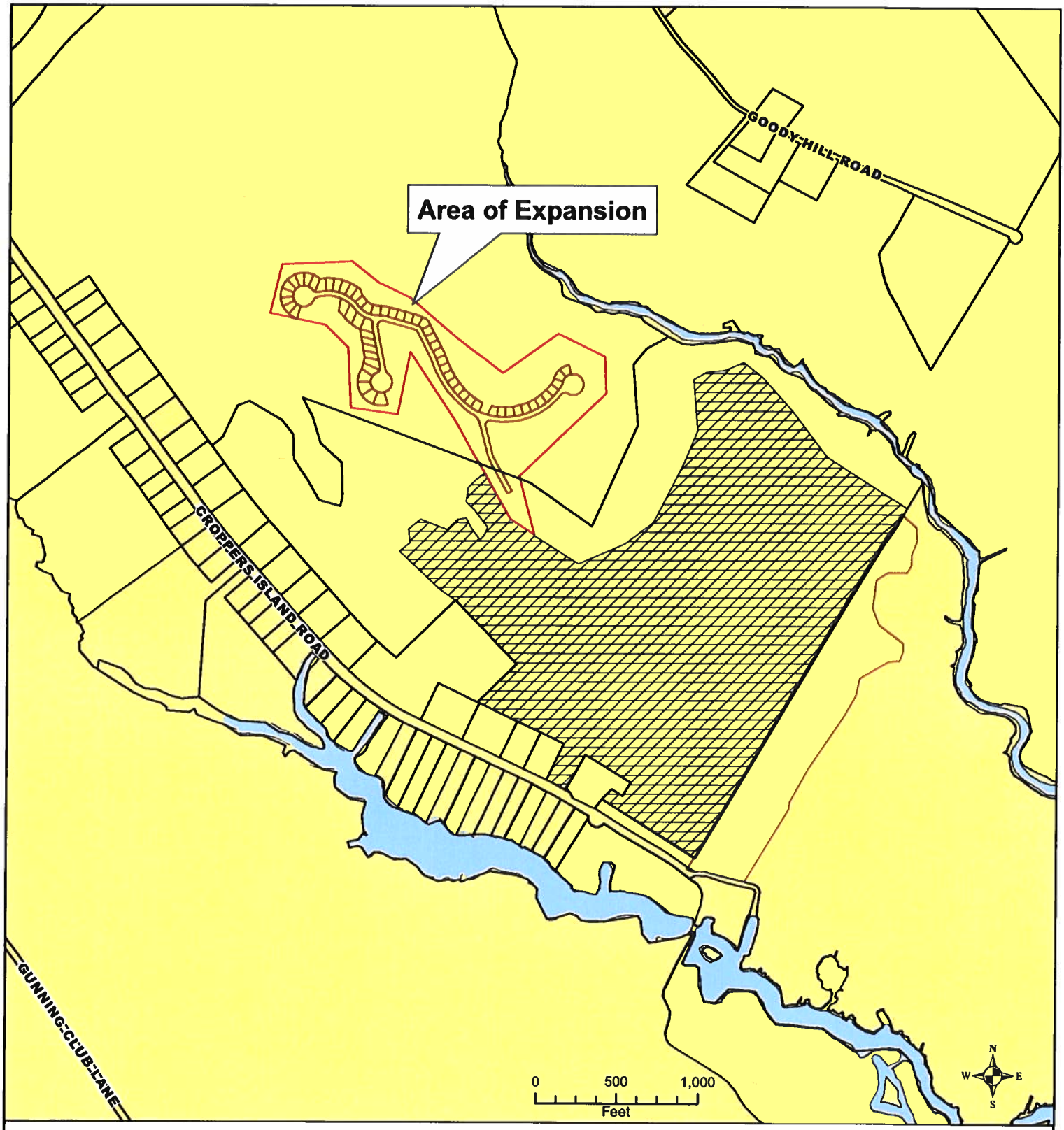
Water Planning Area

Water - Private

General Location

Island Resort Campground
Water and Sewer Update
Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



Proposed Expansion

Priority Funding Area

Sewer Planning Area

Sewer - Private

Water Planning Area

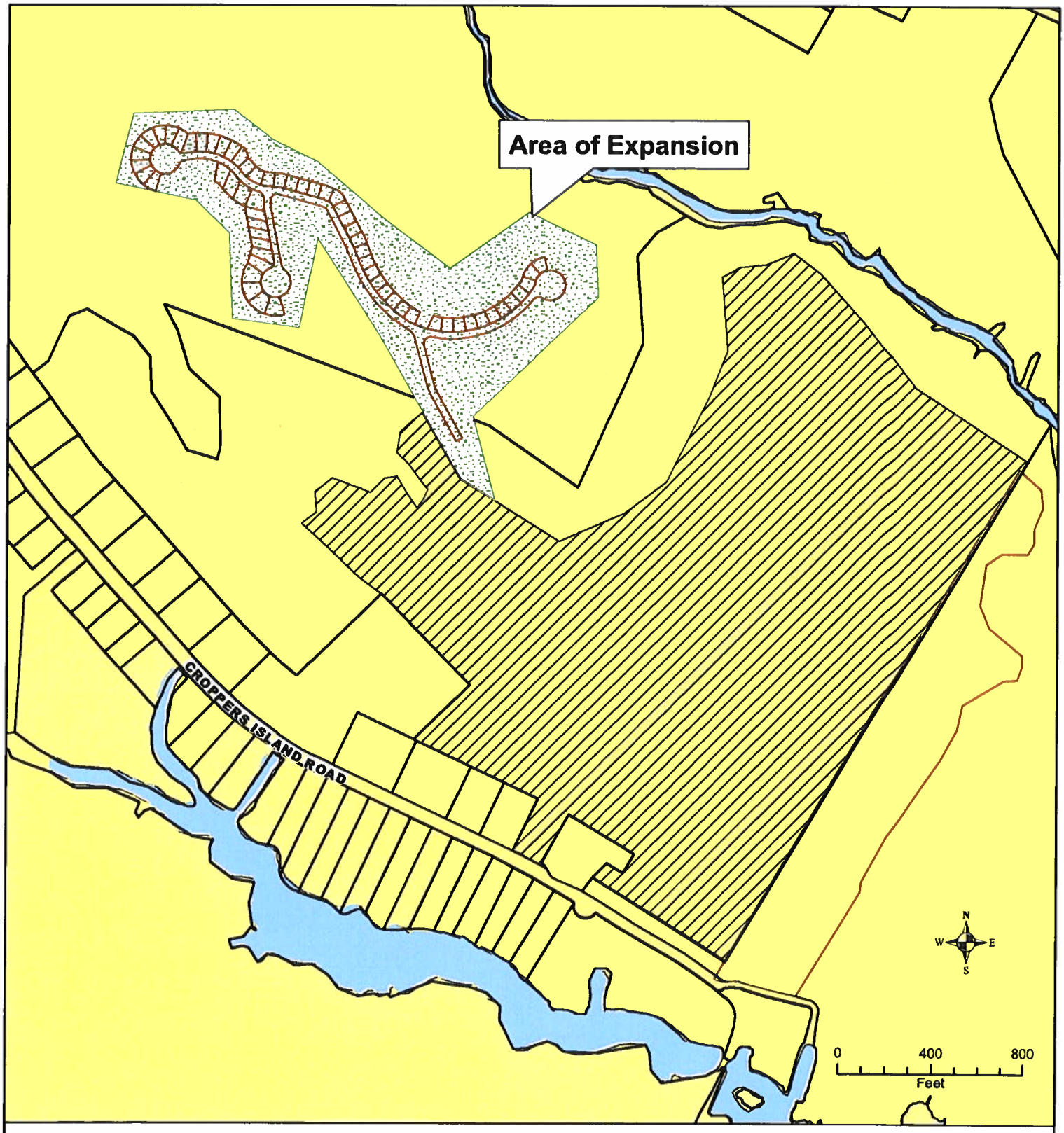
Water - Private

Priority Funding Area

Island Resort Campground Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



Sewer Planning Area

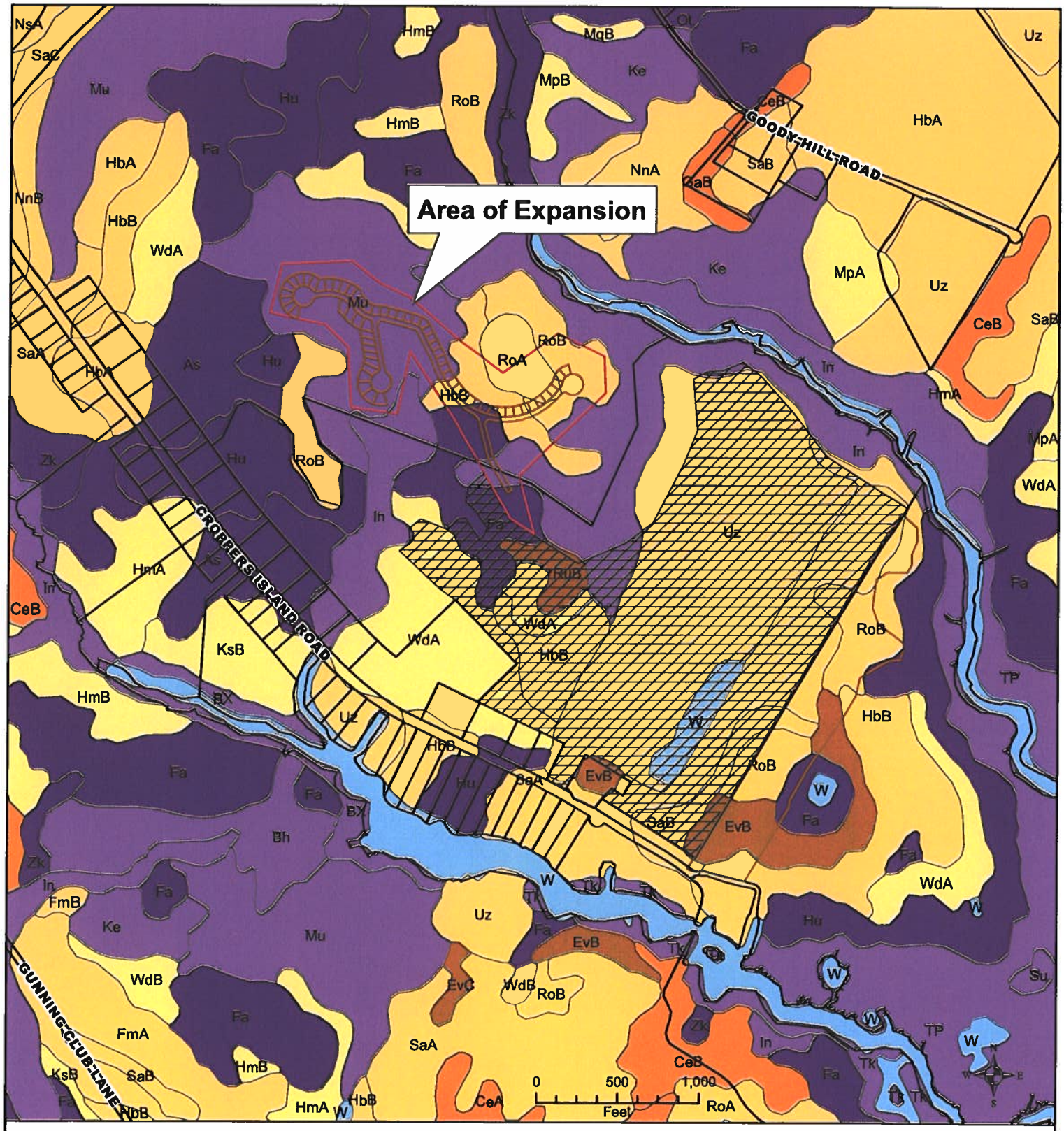
Island Resort Campground
Water and Sewer Update
Case SW2022-01

Proposed Expansion

Sewer Planning Area

Sewer - Private

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.



Proposed Expansion

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

Excessively drained

Moderately well drained

Poorly drained

Somewhat excessively drained

Very poorly drained

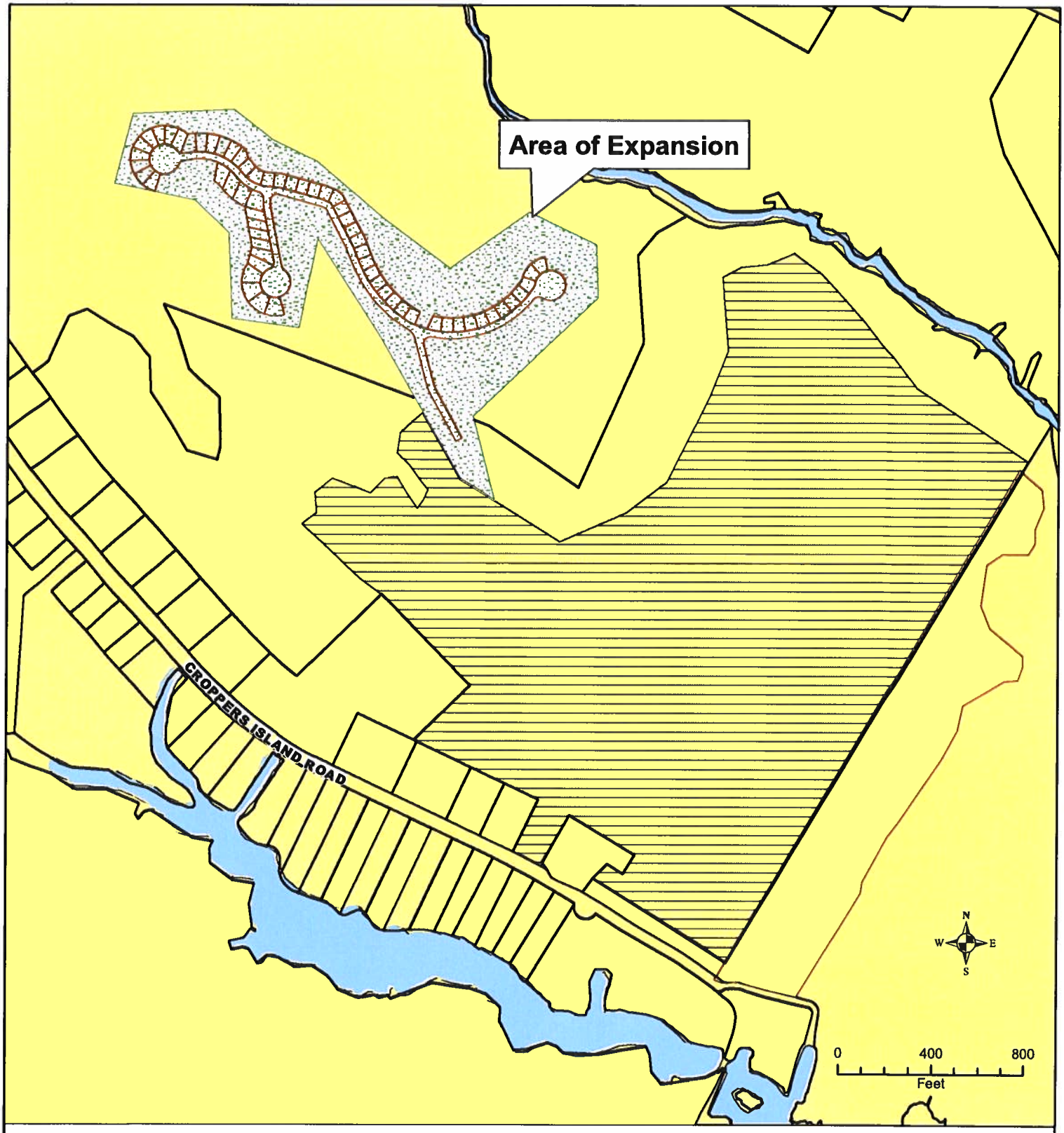
Well drained

Soils

Island Resort Campground Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



Water Planning Area

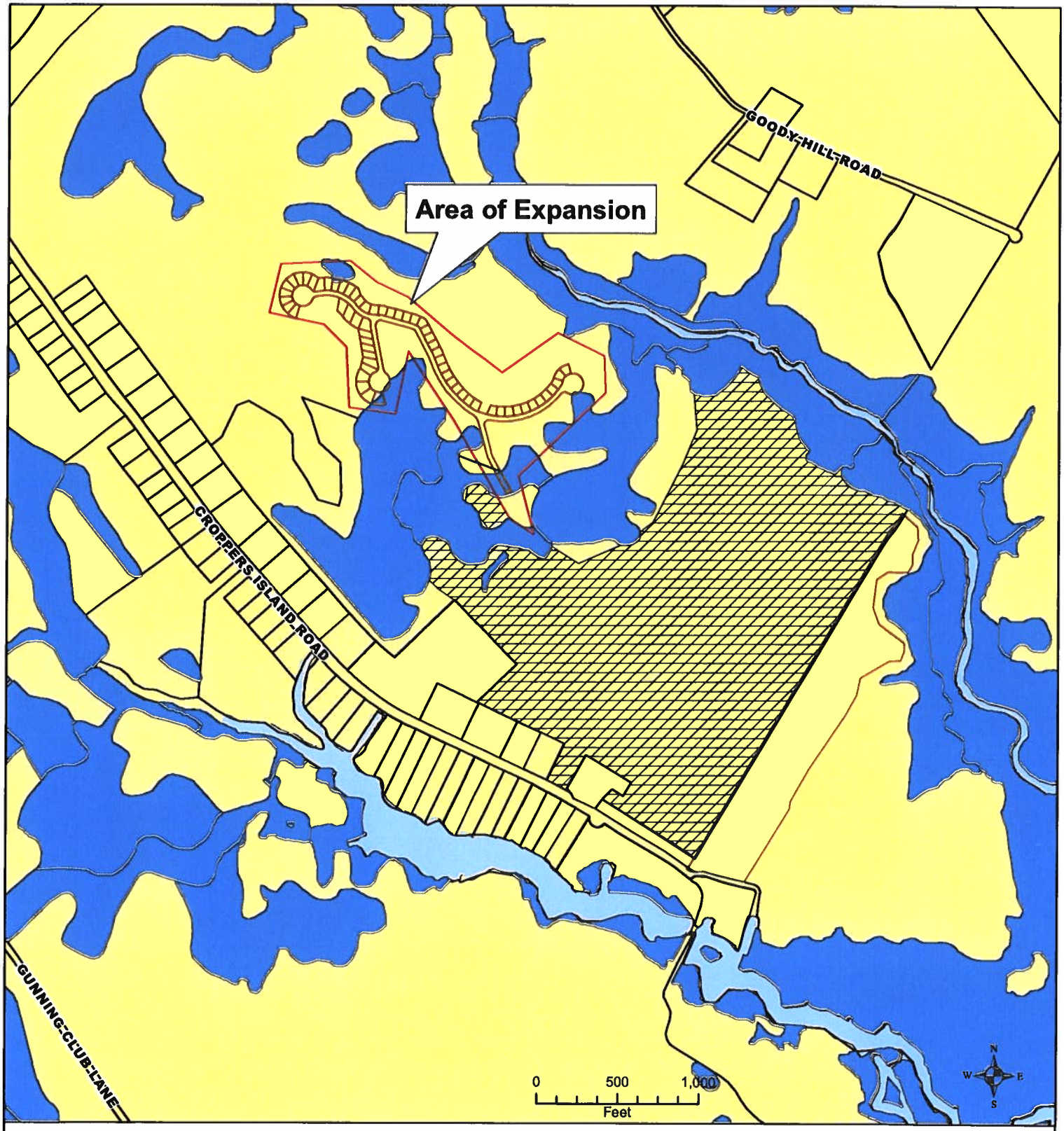
Island Resort Campground
Water and Sewer Update
Case SW2022-01

Proposed Expansion

Water Planning Area

Water - Private

Prepared by Worcester County Environmental Programs,
June 15, 2022. Parcel boundaries are approximate.
This map is for planning purposes only.



Proposed Expansion

Wetlands

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

Wetlands

Island Resort Campground Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.

Proposed Expansion

Sewer Planning Area

Sewer - Private

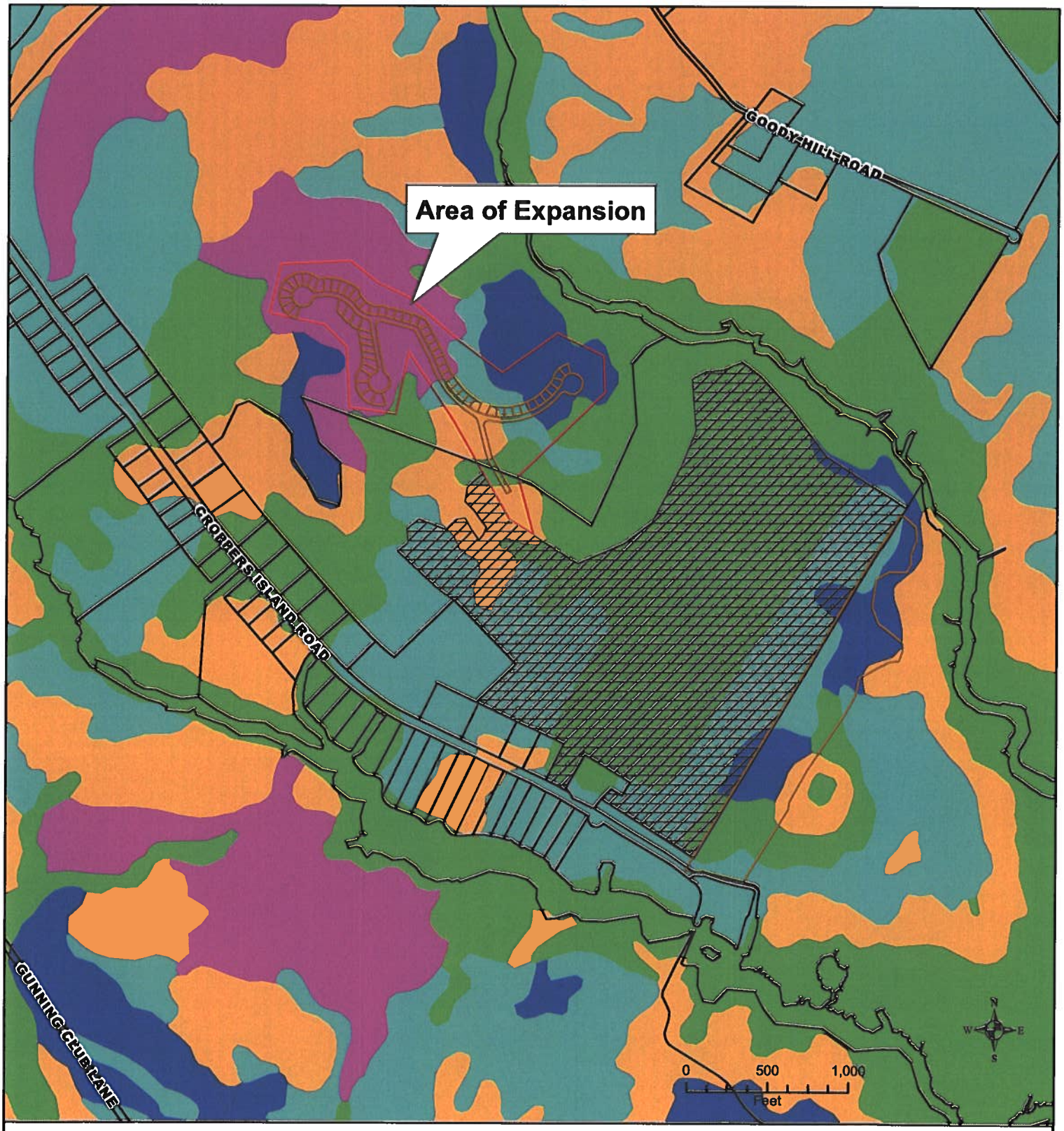
Water Planning Area

Water - Private

Aerial

Island Resort Campground
Water and Sewer Update
Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



Proposed Expansion

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

All areas are prime farmland

Farmland of statewide importance

Not prime farmland

Prime farmland if drained

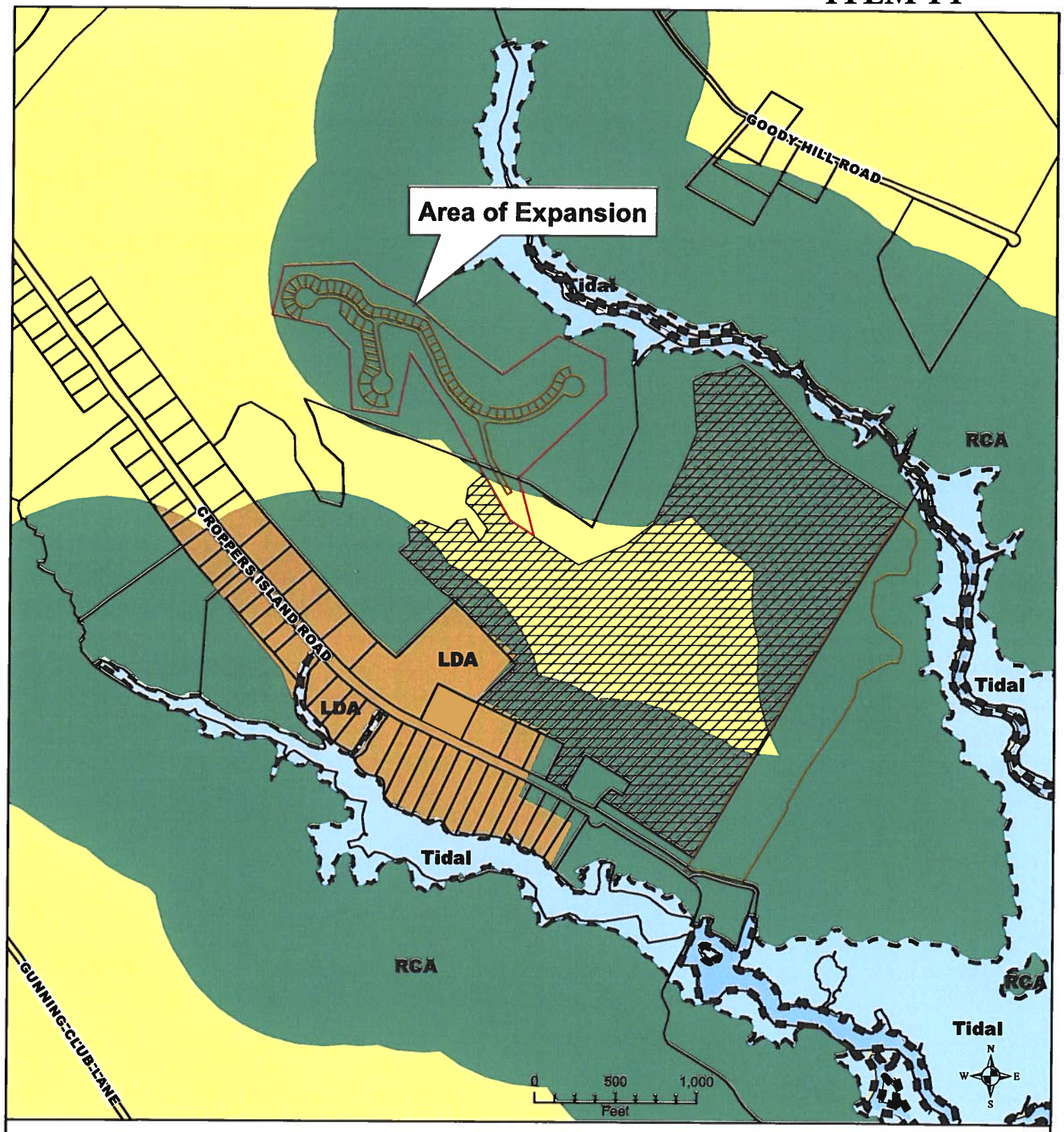
Prime farmland if irrigated

Ag Suitability

Island Resort Campground Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



Proposed Expansion

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

IDA - Intensely Development Areas

LDA - Limited Development Areas

RCA - Resource Conservation Areas

Out of Program

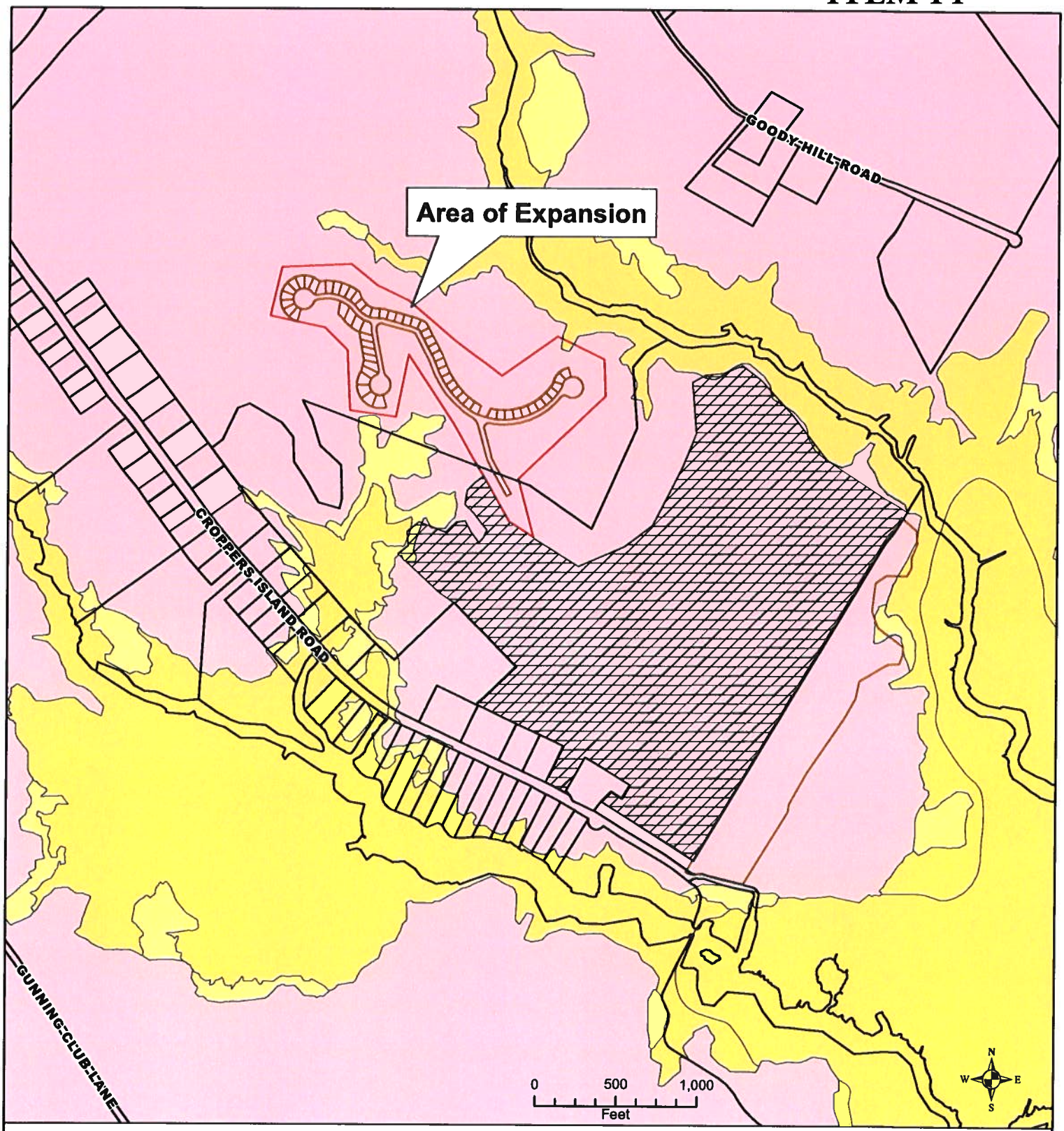
Tidally Influenced Areas

Critical Areas

Island Resort Campground
Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



Proposed Expansion

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

Flood Zone

100 Year Floodplain

500 Year Floodplain

Floodplain

Island Resort Campground
Water and Sewer Update

Case SW2022-01

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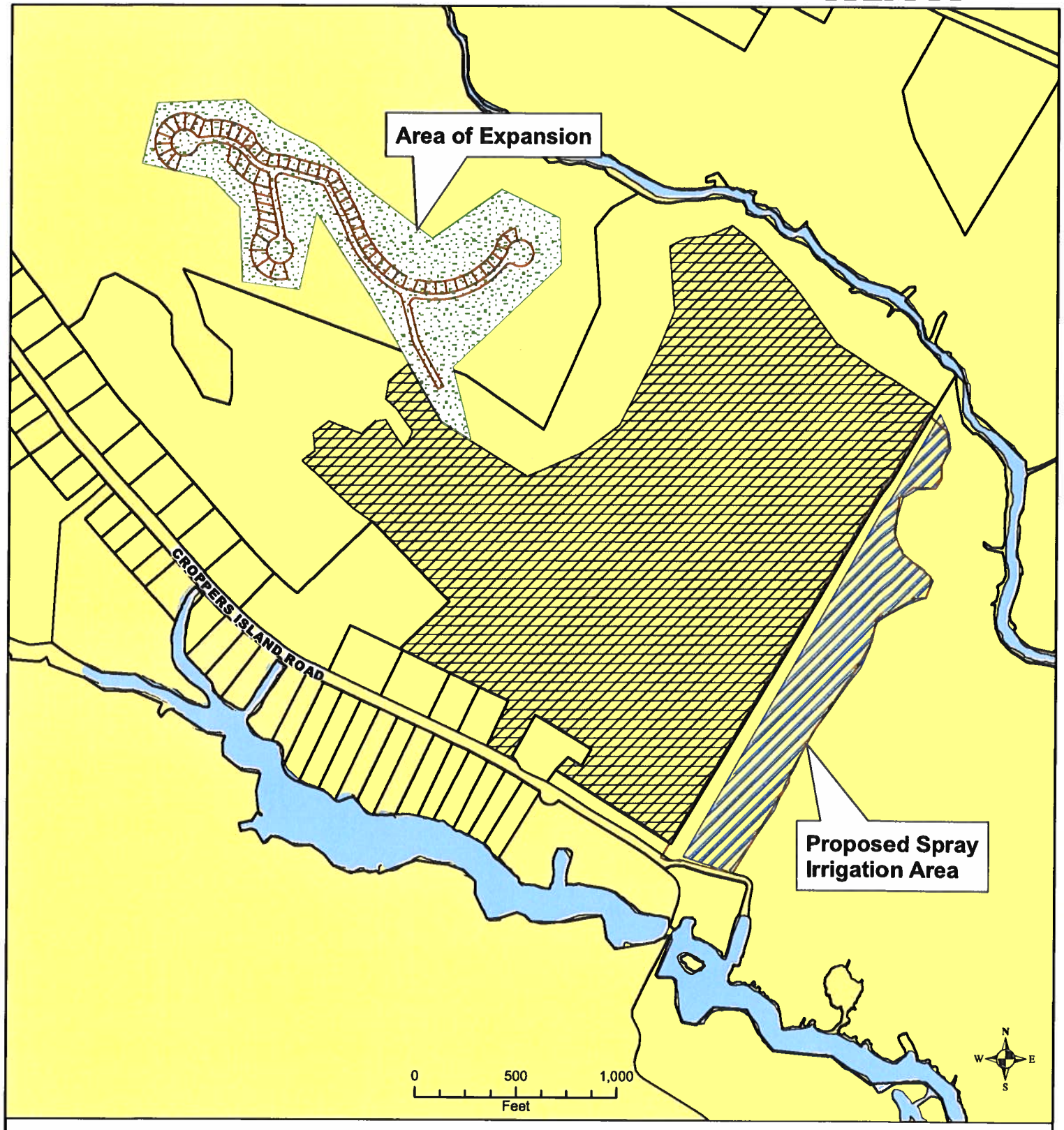

Proposed Expansion

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

Proposed Spray Irrigation

Proposed Spray Irrigation Area

Island Resort Campground
Water and Sewer Update

Case SW2022-01

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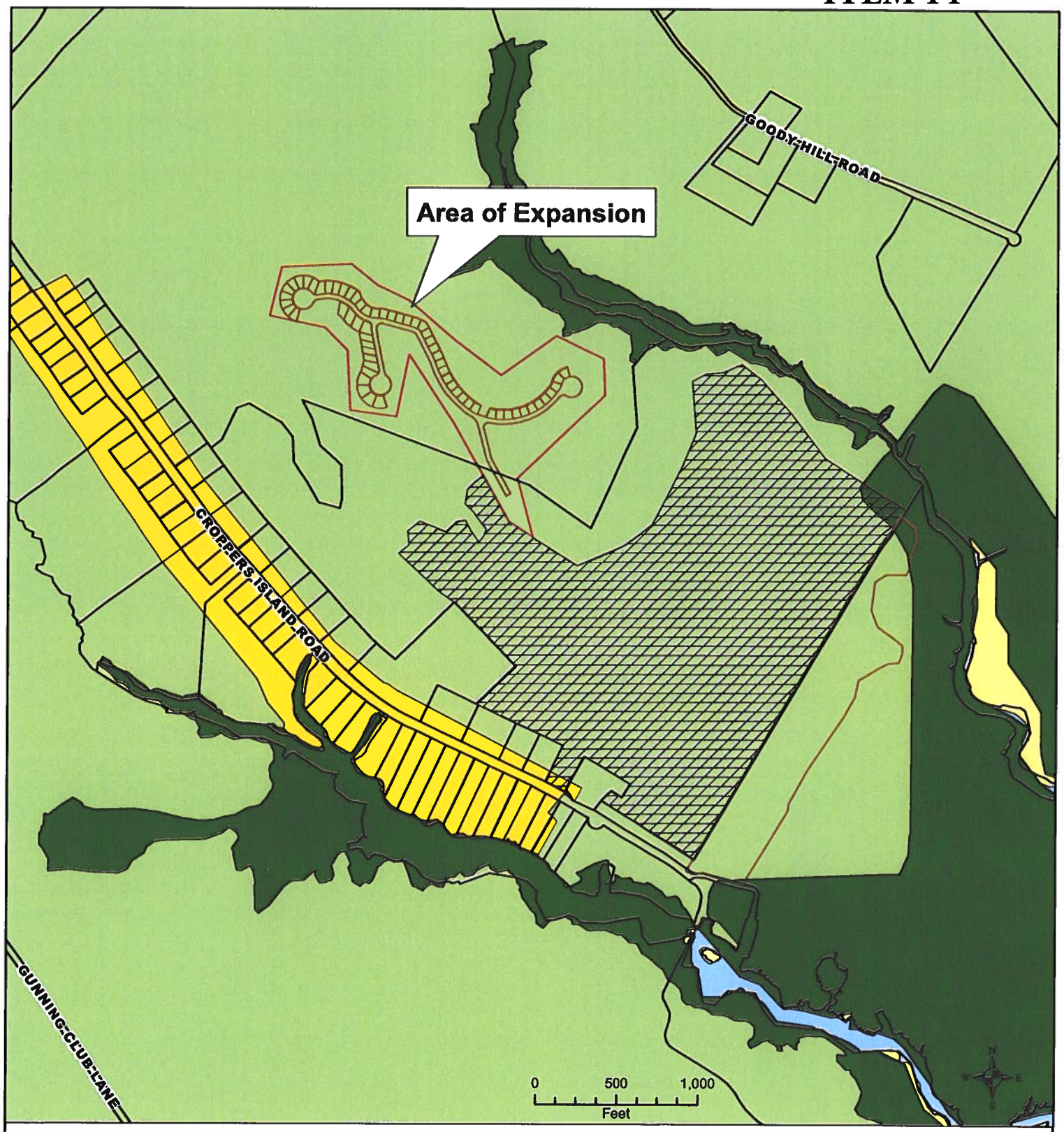


Proposed Expansion

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

Agriculture

Existing Developed Area

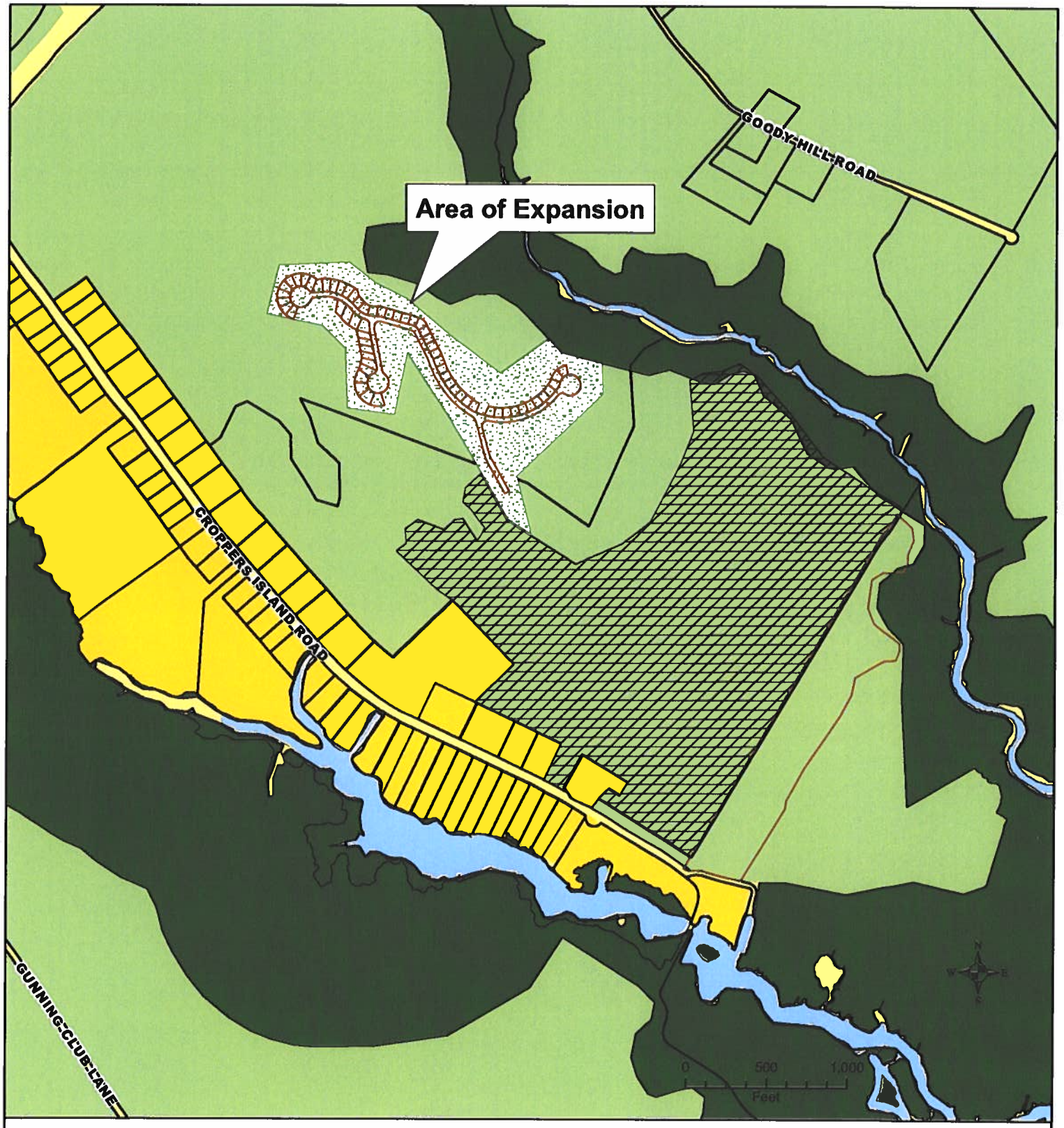
Green Infrastructure

Land Use

Island Resort Campground
Water and Sewer Update

Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.



Proposed Expansion

Sewer Planning Area

Sewer - Private

Water Planning Area

Water - Private

A1

R1

RP

Zoning

Island Resort Campground Water and Sewer Update Case SW2022-01

Prepared by Worcester County Environmental Programs, June 15, 2022. Parcel boundaries are approximate. This map is for planning purposes only.

Attachment 2

Planning Commission Minutes

WORCESTER COUNTY PLANNING COMMISSION
MEETING MINUTES – July 7, 2022

Meeting Date: July 7, 2022
Time: 1:00 P.M.
Location: Worcester County Government Office Building, Room 1102

Attendance:

Planning Commission	**Staff**
Jerry Barbierri, Chair	Jennifer Keener, Director, DRP
Mary Knight, Secretary	Gary Pusey, Deputy Director, DRP
Marlene Ott	Kristen M. Tremblay, Zoning Administrator
Betty Smith	Stu White, DRP Specialist
Ken Church	Robert Mitchell, Director, Environmental Programs
	Roscoe Leslie, County Attorney

I. Call to Order

II. Administrative Matters

A. Review and approval of minutes, May 5, 2022
As the first item of business, the Planning Commission reviewed the minutes of the March 3, 2022 meeting.

A motion was made by Ms. Ott, seconded by Ms. Knight, and carried unanimously to approve the minutes.

B. Board of Zoning Appeals Agenda, July 14, 2022
As the next item of business, the Planning Commission reviewed the agenda for the Board of Zoning Appeals meeting scheduled for July 14, 2022. Ms. Tremblay was present for the review to answer questions and address concerns of the Planning Commission. No comments were forwarded to the Board.

C. Technical Review Committee Agenda, July 13, 2022
As the next item of business, the Planning Commission reviewed the agenda for the Technical Review Committee meeting scheduled for July 13, 2022. Ms. Tremblay was present for the review to answer questions and address concerns of the Planning Commission. No comments were forwarded to the Committee.

III. §ZS 1-325 Site Plan Review

A. As the next item of business, the Planning Commission reviewed the site plan for a proposed 3 story, 100' x 130' self-storage building, containing 217 climate controlled units totaling 39,000 sq. ft. of gross floor area. Located on the east side Racetrack Road approximately 340 feet south

of the intersection with Taylorville Lane, Tax Map 21, Parcel 66, Lot 1, Tax District 3, C-2 General Commercial District, Maryland Medical Owners, LLC, owner / J.W. Salm Engineering, Inc., engineer. Hugh Cropper, IV, and John Salm presented the proposal. Wayne Yetman from Sina Companies was present for the review. Mr. Cropper and Mr. Salm stated that the building was placed in the easternmost portion of the parcel to preserve area to the west for future medical office development. Also, Mr. Salm stated the proposed location would not be easily noticeable from Rt. 589. Mr. Barbierri indicated that the building design did not meet all of the Worcester County Design Guidelines and Standards criteria and expressed concerns about the building's overall appearance. Mr. Cropper stated that the building could not meet all of the Design Guidelines and Standards because of the nature of the proposed use (i.e. transparencies in a self-storage unit). However, he agreed to work with the architect to add features (brick banding, etc.) in order to enhance the visual appeal of the building.

Following the discussion, a motion was made by Ms. Knight, seconded by Ms. Ott, and carried unanimously to approve the site plan with requested Design Guidelines and Standards waivers.

B. As the next item of business, the Planning Commission reviewed the site plan for Sunrise Solar, a proposed ground mounted solar array, with a LOD of approximately 2.474 acres. Located at 3864 Grove Lane, Pocomoke, MD, Tax Map 85, Parcel 1, Tax District 1, A-1 Agricultural District, NFB, LLC, owner / Wilkins - Noble, LLC, engineer. Far Nassir was present for the review and presented the project. He stated that the solar array is proposed to generate power for the farm operation.

Following discussion, a motion was made by Ms. Smith, seconded by Ms. Knight, and carried unanimously to approve the site plan as presented.

IV. <u>Maryland Agricultural Land Preservation Foundation (MALPF) FY23 Easement Sale Application Review and Approval</u>

As the next item of business, The Planning Commission met with Katherine Munson, Planner V, Worcester County Environmental Programs, to review the following eleven (11) FY23 applications to sell an easement to the Maryland Agricultural Land Preservation Foundation (MALPF):

1. Bixler, Nick, TM 38, P 26; Davis Road, Snow Hill; 80 acres
2. Blank, William Berger, Jr.; TM 64, P 112; 7440 Public Landing Road; 283.69 acres
3. Butler, James and Margaret Estate (William Hudson, Personal Representative); TM 91, P 47; Hilman Road, Pocomoke City; 250 acres
4. Cantwell, Mary, TM 31, P 26, 32, 33; Evans Road/Ironshire Station Road, Berlin; 183 acres
5. Fair, Freddie and Faye, TM 93, P 41; Steel Pond Road, west side, Stockton; 102 acres (re-application, previous years)
6. Fair, Freddie and Faye & Marion Butler, Matthew Butler; TM 69, P 41; Fleming Mill Road, west side, Pocomoke City, 50 acres

7. Glad-Mar Land Co., Inc. TM 77, P 6; Whitesburg Road, Snow Hill; 110 acres
8. Larry Dean and Deborah Guy; TM 99, P 27; Hall Road; 96.75 acres
9. Holland, Mark and Ricky Holland; TM 91, P 42, 122; Hillman Road/Cedar Hall Road 80 acres
10. Piper, Wayne and Jennifer; TM 92, P 69; Sheephouse Road, Pocomoke City; 144.93 acres
11. Queponco Farms, Inc. TM 49, P 71; 6636 Basket Switch Road; Newark; TM 187.75 acres (re-application, FY22)

Ms. Munson explained as background that the MALPF program is a state program that purchases permanent agricultural easements on farmland, and that there are currently 63 MALPF easements in Worcester County on over 9,000 acres of land. She stated that it is the role of the Planning Commission to review these applications and confirm that protection of these properties is consistent with the Worcester County Comprehensive Plan and other planning documents. Maps were provided to the Planning Commission showing the location of the applicant properties in relation to protected lands, zoning and the 2006 Land Use Plan.

She noted that all FY23 applications meet the minimum requirements of the program. All properties are zoned A-1 with one property partly zoned RP. All applicant properties are within the Priority Preservation Area and within Agriculture and/or Green Infrastructure

She stated that the Worcester County Agricultural Land Preservation Advisory Board approved all eleven (11) applications at their meeting on June 7, 2022, but are recommending that only the top eight (8) be forwarded to MALPF, due to anticipation of a shortfall of funding for all applications.

In response to a question, she confirmed that the ranking system was established about a decade ago by the county commissioners. She stated the ranking of the FY23 applications is confidential so cannot be discussed in open session, and also that the ranking of the applications is not relevant to the review and approval by the Planning Commission.

Mr.Church made the motion to endorse all eleven (11) applications presented and recommend approval of all applications to the Worcester County Commissioners; Ms. Ott seconded the motion, and approval was unanimous.

V. Comprehensive Water and Sewerage Plan Amendment

As the next item of business, the Planning Commission reviewed an application for a campground expansion and wastewater project for the Island Resort Campground located in Newark, MD. This amendment proposes to amend the *Master Water and Sewerage Plan (The Plan)* for a 62 lot expansion of with modifications to the wastewater and water infrastructure. Mr. Mark Cropper and Mr. Bob Rauch submitted the amendment on behalf of Island Resort Park, Inc., the applicant. Robert Mitchell, Director of Environmental Programs, presented the staff report to the Planning Commission and Mr. Cropper and Mr. Rauch were also present and participated in the presentation and conversations with the Commission. The owners, the Ewells, were present as well.

Mr. Mitchell explained the amendment proposes a 62 lot expansion to the existing 176 lot seasonal campground. The campground has been in existence since 2005. There have been two

amendments to *The Plan* for this facility. They have expanded periodically within the approved and expanded planning area in concurrence with its existing land use, density, and zoning regulations. Mr. Mitchell explained the most recent expansion was in 2020 added 36 lots and that last expansion brought the permitted discharge capacity of the wastewater treatment plant near its maximum. This proposed expansion will require additional wastewater treatment capacity. This will be accomplished by proposed modifications to the existing treatment plant on TM 40 Parcel 241 and a proposed 15.44 acre spray field on TM 40 Parcel 93, which is immediately adjacent to the campground.

Mr. Church asked the owner's representatives how many campsites they had and the owner, Mr. Ewell, responded 176. Mr. Cropper introduced the amendment's purpose to the Commission and asked Mr. Ewell if he agreement with the amendment which Mr. Ewell responded that he did. Mr. Cropper reviewed the history of the property which started with the borrow pit, located where the campground's pond now sits. He further explained that the prior to 2009, a special exception was required for campgrounds in A-1 zones. After 2009, the zoning code removed the special exception requirement for A-2 zoned properties. He also clarified that this campground has become a legal non-conforming use and the owners have a choice coming for this proposed expansion. They could apply for a rezoning or apply for another special exception as they move forward.

Mr. Cropper told the Commission he agreed with the staff report and pointed out Chapter 4 of the *Comprehensive Plan* could also be mentioned as this expansion would economically benefit the county as well. He introduced Robert Rauch as the engineer for the project. Mr. Rauch told the Commission he agreed with the staff report and said while the plant can reach ENR treatment capability, it is more of a BNR plant. The difference in treatment will have no bearing on the spray irrigation as the nutrients in the treated wastewater and the volume of spray put on the fields will be much less than the needs of the crop plantings selected for the irrigated area. He was also asked about the staff recommendations and can they be adhered to, he saw no reason that they could not, and he noted they are preparing the growth allocation submittal.

The Chair, Mr. Barbieri, indicated that any motion should specifically include staff recommendations # 2 and #5, which requested that the zoning requirements be resolved and that a critical area growth allocation application be submitted within 30 days. Following the discussion, a motion was made by Ms. Ott, seconded by Ms. Smith, 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 and included conditions # 2 and #5.

V. **Adjourn** – A motion to adjourn was made by Ms. Knight and seconded by Ms. Smith. The Planning Commission adjourned at 2:15 P.M.

_____

Mary Knight, Secretary

_____

Stuart White, DRP Specialist

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

August 18, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County 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* on September 1, 2022 and September 8, 2022. Thank you.

Notice of Public Hearing
Proposed Change in Zoning
East Side of Daye Girls Road, North of and
Adjacent to the St. Martins River
Fifth Tax District

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 436 has been filed by Hugh Cropper, IV on behalf of Mendi L. and Erik Smith, property owners, for an amendment to the Official Zoning Maps to change approximately 8.45 acres of a larger 8.57 acre parcel of land located on the east side of Daye Girls Road, north of and adjacent to the St. Martins River in the Fifth Tax District of Worcester County, Maryland, from RP Resource Protection District to E-1 Estate 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, September 20, 2022
AT 10:30am
In the Commissioner's Meeting Room
Worcester County Government Center – Room 1103
One West Market Street
Snow Hill, MD 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 436 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. 436 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 15

APPROVED

WSY 8/16/22

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 8, 2022
Re: Scheduling a Public Hearing - Rezoning Case No. 436 – Mendi L. and Erik Smith, applicants, Hugh Cropper IV, Esquire, attorney for the applicants

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 436. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his clients, has filed Rezoning Case No. 436, seeking to rezone approximately 8.12 acres of a larger 8.57 acre parcel located on the east side of Daye Girls Road, north of and adjacent to the St. Martins River, from RP Resource Protection District to E-1 Estate District. The case was reviewed by the Planning Commission at its meeting on August 4, 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

PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION

REZONING CASE NO. 436

APPLICANTS:

Mendi L. and Erik Smith
12554 Daye Girls Road
Bishopville, MD 21813

ATTORNEY FOR THE APPLICANTS:

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

August 4, 2022

WORCESTER COUNTY PLANNING COMMISSION

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IV.	Planning Commission Recommendation		Page 7
V.	Related Material and Attachments		
	A.	Copy of Written Staff Report	Pages 8 - 14
	B.	Attachments to the Staff Report:	
		1. Application for Amendment of Official Zoning Map with attachment	Pages 15 - 21
		2. Maps of petitioned area	Pages 22 - 30
		3. Comments of Robert J. Mitchell, Worcester County Environmental Programs Director	Pages 31 - 32
		4. Comments of M. Claudia Jones, Science Advisor, State of Maryland, Critical Area Commission	Page 33
		5. Memo requesting comments	Pages 34 – 35

I. INTRODUCTORY DATA

A. CASE NUMBER: Rezoning Case No. 436, filed on May 26, 2022

B. APPLICANT: Mendi L. and Erik Smith
12554 Daye Girls Road
Bishopville, MD 21813

APPLICANT'S ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

C. TAX MAP/PARCEL: Tax Map 9 – p/o Parcel 166, Revised Parcel B - Tax District 5

D. SIZE: The petitioned area consists of approximately 8.12 acres and is part of a larger parcel that totals 8.57 acres.

E. LOCATION: The petitioned area is located on the east side of Daye Girls Road and is north of and adjacent to the St. Martins River.

F. CURRENT USE OF PETITIONED AREA: The subject property is undeveloped and predominantly forested.

G. CURRENT ZONING CLASSIFICATION: The approximately 8.12 acre portion of the property that is the subject of the rezoning request is currently zoned RP Resource Protection District; the remainder of the property that totals approximately 0.45 acre is zoned E-1 Estate District.

H. REQUESTED ZONING CLASSIFICATION: E-1 Estate 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, and the property remained A-1 during the County's 1978 comprehensive rezoning. During the County's 1992 comprehensive rezoning the property was zoned E-1 Estate, and in 2009 during the County's most recent comprehensive rezoning a portion of the property retained the E-1 zoning, which was part of another parcel at that time, but the majority of the property was zoned RP Resource Protection.

J. SURROUNDING ZONING: With the exception of forested and wetland areas on adjacent and nearby properties that are zoned RP Resource Protection, adjacent properties are zoned E-1 Estate. The E-1 zoning is in place south of St. Martins Neck Road, from west of North Piney Point Road to east of Shell Mill Road, an

area comprising more than 400 acres.

K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Areas 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 Water and Sewer Service Category of W-6 and S-6 (No Planned Service) in the Master Water and Sewerage Plan. Mr. Mitchell also noted that there is an existing approval for a sewage area to serve a single family dwelling unit, and there is an existing septic and well sized for residential use.

M. ROAD ACCESS: The petitioned area fronts on Daye Girls Road, a County-owned and -maintained roadway with a 30' wide right-of-way. Via Shell Mill Road, Daye Girls Road connects with St. Martins Neck Road, which is state-owned and -maintained. The Maryland Department of Transportation State Highway Administration stated that they had no comments on this application.

II. APPLICANTS' TESTIMONY BEFORE THE PLANNING COMMISSION

A. Hugh Cropper, IV, applicants' attorney, and Greg Wilkens, professional land surveyor with 35 years of experience, were present for the review. Mr. Cropper testified that the request was being made based upon a mistake in the existing zoning.

Mr. Cropper presented a zoning map of the area as Exhibit #1 and pointed out where the subject property was located, in relation to the existing E-1 zoning of the area. He referenced the Staff Report and noted that the E-1 zoning in the area totals more than 400 acres and includes a portion of the subject property. He noted that it appeared when the County zoned this property in 2009 that the RP Resource Protection boundary followed the existing forested area. He entered the text of the RP District into the record as Exhibit #2 and noted that the number of allowable uses were limited, and a single-family dwelling required a Special Exception from the Board of Zoning Appeals (BZA). He pointed out that any time an addition would be proposed it would be required that an applicant return to the BZA for approval.

Mr. Wilkens testified that the subject property is a platted buildable lot with access from Daye Girls Road. He stated that the property is included in the Existing Developed Areas (EDA) Land Use Category in the County's adopted comprehensive plan, and that this designation recognized existing residential

areas and other types of concentrated development and recommended that their development character be maintained. In response to Mr. Cropper's questioning, he stated that the EDA designation is incompatible with the current RP Resource Protection zoning of the property, as the EDA designation encourages infill development and the RP zoning restricts development. Mr. Wilkens stated that a rezoning to E-1 would not eliminate any environmental regulations and the subject property would still be subject to the Atlantic Coastal Bays Critical Area regulations, in addition to non-tidal wetland regulations. He further stated that, in his opinion, it was a mistake to zone the subject property RP Resource Protection and a more appropriate zoning classification would be E-1 to be compatible with other properties in the area.

In summary of the findings that the Planning Commission must consider, Mr. Cropper stated that there has been no change in the population of the area; that the property will be served by a private well and septic and there would be no impact on any public facilities; there would be no impact on present and future transportation patterns; the proposed rezoning would not have an impact on environmental regulations and any proposed development will have to comply with Critical Area and non-tidal wetland regulations regardless of the property's zoning; that a rezoning to E-1 Estate would be compatible with other development in the area that is similarly-zoned; and that the proposed E-1 zoning is more consistent with the Comprehensive Plan's recommendation of Existing Developed Area than the existing RP zoning for this property.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

A. Regarding the definition of the neighborhood: The Planning Commission noted that this was not applicable, since Mr. Cropper's testimony was based solely on a mistake in the current zoning classification.

B. Regarding population change: The Planning Commission concluded that there has been no change in population since the last comprehensive rezoning that occurred on November 3, 2009.

C. Regarding availability of public facilities: The Planning Commission found that there would be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water. A memo provided by the County's Director of Environmental Programs stated that the subject property has a designation of a Sewer and Water Service Category of S-6 (No Planned Service) in the Master Water and Sewerage Plan, and that the property has an existing approval for a sewage area to serve a single family dwelling unit, and there is an existing septic and well sized for residential use. Additionally, fire and ambulance service will be available from the Bishopville Volunteer Fire Company, located

approximately two miles away. No comments were received from the fire company with regard to this request. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately 26 miles away. No comments were received from the Maryland State Police, and the Sheriff's Department indicated this request would have no impact on their operations at this time. The petitioned area is served by the following schools: Showell Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education. 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.

D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area has access to Daye Girls Road, a County-maintained road with a 30' ROW. Daye Girls Road connects with Shell Mill Road, which in turn connects with St. Martins Neck Road, a State-owned and maintained road. The Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 informed the Planning Staff by telephone that they had no comments on this request.

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 a rezoning of the subject property to E-1 would be compatible with existing and proposed development, as the predominant zoning in the area is the E-1 Estate District, which comprises more than 400 acres south of St. Martins Neck Road from west of North Piney Point Road to east of Shell Mill Road. The Planning Commission also found that the proposed rezoning would not have an impact on environmental regulations as any proposed development will have to comply with Critical Area and non-tidal wetland regulations regardless of the property's zoning.

F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use map, the petitioned area lies within the Existing Developed Areas (EDA) Land Use Category. Based on the evidence submitted, the Planning Commission determined that the EDA designation recognizes existing residential areas and other types of concentrated development and encourages infill development. The Planning Commission found that the existing RP zoning is incompatible with the recommended EDA land use category of the Comprehensive Plan, and that the proposed E-1 Estate zoning would be more appropriate for the subject property.

IV. PLANNING COMMISSION RECOMMENDATION

A. In consideration of its findings and testimony provided to the Planning Commission, the Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Planning Commission found that the property is located in the Existing Developed Areas Land Use category of the Comprehensive Plan, and that this designation recognizes existing residential areas and other types of concentrated development and encourages infill development. E-1 Estate District zoning is the predominant zoning classification in the area and comprises more than 400 acres in the immediate area. The existing RP District is intended to preserve environmentally significant areas of the County and to protect natural resources, however, the Planning Commission finds this goal can be accomplished regardless of the property's zoning as all Critical Area and non-tidal wetland regulations must be met. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 436, seeking a rezoning of the petitioned area from RP Resource Protection District to E-1 Estate District.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORT

REZONING CASE NO. 436

PROPERTY OWNER: Mendi L. and Erik Smith
12554 Daye Girls Road
Bishopville, MD 21813

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

TAX MAP/PARCEL INFO: Tax Map 9 – Parcel 166, Revised Parcel B - Tax District 5

SIZE: The petitioned area is 8.57 acres in size.

LOCATION: The petitioned area is located on the east side of Daye Girls Road, north of and adjacent to the St. Martins River.

CURRENT USE OF PETITIONED AREA: The property is currently undeveloped, with the majority of the parcel forested, with the exception of a "flag" that was created in a 2013 boundary line adjustment subdivision that is cleared and intended to be used as a sewage reserve area for a future dwelling.

CURRENT ZONING CLASSIFICATION: RP Resource Protection District (approx. 8.12 acres) and E-1 Estate District (approx. 0.45 acre).

As defined in the Zoning Code, the intent of the RP district is to preserve the environmentally significant areas of the County and to protect its natural resources in all areas. The district includes those areas of the County which pose constraints for development or where development could have a substantially adverse environmental effect. The Code further states that development potential within this district is severely limited; however, some minor development may be carried out, provided it is done in a manner sufficiently sensitive to the existing natural environment and visual character of the site. For example, "single-family dwellings" and "manufactured homes for residential use" are allowed only by Special Exception from the Board of Zoning Appeals.

The text of the E-1 District was created with the adoption of the 1992 zoning ordinance, and was intended to protect and preserve the open character of the rural areas and environmentally sensitive areas of the County, and to enhance the "estate character" of these neighborhoods. The Zoning Code notes that about 80% of land zoned E-1 is located either in a hurricane inundation zone or along roadways that will need extensive improvements in order to accommodate development. The Code further notes that the orderly development of existing E-1 areas should be allowed to continue, but that this District should be eliminated at the time of the next update

of the County's Comprehensive Plan and zoning regulations, and no additional lands should be included in this District in the meantime.

REQUESTED ZONING CLASSIFICATION: E-1 Estate District.

See above for the purpose of the E-1 District as described in the zoning code.

APPLICANT'S BASIS FOR REZONING: The application indicates the basis for the rezoning is a mistake in the existing zoning.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an A-1 Agricultural District classification, and the property remained A-1 during the 1978 comprehensive rezoning. During the County's 1992 comprehensive rezoning the property was zoned E-1 Estate, but in 2009 during the County's most recent comprehensive rezoning a portion of the property retained the E-1 zoning (which was part of another parcel at that time), but the majority of the property was zoned RP Resource Protection.

SURROUNDING ZONING: With the exception of forested and wetland areas on adjacent and nearby properties that are zoned RP, adjacent properties are zoned E-1. The E-1 zoning is in place south of St. Martins Neck Road, from west of North Piney Point Road to east of Shell Mill Road, an area comprising more than 400 acres.

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 Existing Developed Areas (EDA) Land Use Category. With regard to the EDA Land Use Category, the Comprehensive Plan states the following:

> "This category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. Recognizing existing development and neighborhood character is the purpose of this designation. Appropriate zoning providing for densities and uses consistent with this character should be instituted.
>
> Surrounding areas have been mapped with one of the other land use designations as appropriate and should not be considered for rezonings by virtue of their proximity to an EDA. Further, the EDAs are anticipated to remain as mapped at least until the next plan review period. This will provide for orderly infill development within EDAs and new community-scaled growth in the growth areas.

Not designated as growth areas, these areas should be limited to infill development. Density, height, bulk, and site design standards should also be consistent with the EDA's existing character." (Pages 13, 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.
11. Set high environmental standards for new development, especially in designated growth areas.
12. Develop green infrastructure system.
13. Expand the protection of the Coastal Bays and the Pocomoke River drainage basins through watershed plans and their implementation.
19. Limit rural development to uses compatible with agriculture and forestry.

(Pages 12, 13)

In Chapter 3, Natural Resources, pertinent objectives include the following:

1. Use a systems approach to environmental planning addressing pollution at or close to its source and use sustainable development techniques.
2. Instill environmental stewardship as a universal ethic.
3. Identify and protect environmentally sensitive areas.
4. Restore and/or enhance natural resource functions where possible.
9. Channel development within a particular site to any existing disturbed areas if possible.
10. Establish sufficient buffers for sensitive areas.

(Page 33)

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)

Daye Girls Road connects with Shell Mill Road, which in turn connects with St. Martins Neck Road. Chapter 7 addresses St. Martins Neck Road (MD 368) and describes it as a Two Lane County Road/Minor Collector Highway. The Plan further states that "this minor collector links MD 90 at its south end to MD 367 Bishopville Road and provides a secondary link from Ocean City to US 113, northeastern Worcester and the Delaware beaches. This roadway's current configuration should be adequate for the planning period." (Page 86)

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

1. Acceptable Levels of Service—It is this plan's policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.
5. Impacted Intersections--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

(Page 87)

WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the property has a designation of a Water and Sewer Service Category of S-6 and W-6 (No Planned Service) in the Master Water and Sewerage Plan. He notes that there is an existing approval for a sewage area to serve a single family dwelling unit, and there is an existing septic and well sized for residential use.

The County's Department of Public Works responded that they had no comments on this application.

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

SuA – Sunken mucky silt loam, severe limitations to on-site wastewater disposal
HbB – Hambrook loamy sand, very limited for on-site wastewater disposal
RuB - Runclint loamy sand, very limited for on-site wastewater disposal

WddA – Woodstown sandy loam, severe limitations to on-site wastewater disposal
BX – Boxiron and Broadkill soils, severe limitations to on-site wastewater disposal
Za – Zekiah sandy loam, severe limitations to on-site wastewater disposal
FadA – Fallsington sandy loam, severe limitations to on-site wastewater disposal
SadA – Sassafras loamy sand, very limited for on-site wastewater disposal

Much of the soils on the property are hydric and generally poorly drained.

EMERGENCY SERVICES: Fire and ambulance service are available from the Bishopville Volunteer Fire Company, located approximately two miles away. No comments were received from the fire department. 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 26 miles away. The Sheriff's Office responded that the rezoning would have no impact on their operations at this time, and no comments were received from the Maryland State Police Barracks.

ROADWAYS AND TRANSPORTATION: The petitioned area fronts on Daye Girls Road, which is County maintained with a 30' ROW. Daye Girls Road connects with Shell Mill Road, which connects with St. Martins Neck Road, which is State-owned and -maintained. A representative from the District 1 State Highway Administration's office indicated in a phone conversation with Staff that they had no comments on this application. The County's Department of Public Works had no comments.

SCHOOLS: The petitioned area is within Zone 1 of the Worcester County Public School Zones and is served by the following schools: Showell Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur 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 located within the boundaries of the Atlantic Coastal Bays Critical Area (ACBCA) and is designated as a Resource Conservation Area (RCA). He notes this property is a waterfront lot with a 100 ft. Buffer and also has an expanded Buffer due to the presence of Non-tidal wetlands (NTWs). Mr. Mitchell further states that RCA's are areas characterized by nature-dominated environments (i.e. wetlands, forests and abandoned fields) and resource-utilization activities (i.e. agriculture, forestry, fisheries and aquaculture). He stated that allowed uses within the E-1 Estate District support the purpose and intent of that district, specifically to preserve, encourage, and protect the County's farms and forestry operations. He noted that specific uses that can also be permitted within the RCA include, but are not limited to, agriculture, poultry operations, single family dwellings, and manufactured homes. Mr. Mitchell also noted that any proposed development must comply with requirements of the County's Natural Resources Article Section NR §3-206 that includes, but is not limited to, lot coverage, clearing, and density limitations, and no new commercial, industrial or instructional uses can be permitted without Growth Allocation approval. Finally, he points out that a field delineation of all environmental features, including, but not limited to, buffers, and non-tidal and tidal wetlands will be required prior to any plan approvals being given.

Any rezoning application located wholly or partially within the Critical Area requires that notification be sent to the Critical Area Commission (CAC). Mr. Mitchell has attached the comments provided by M. Claudia Jones, Science Advisor with the CAC. Ms. Jones states that the CAC will not oppose the rezoning if the County makes certain determinations and if the rezoning is granted based upon a finding that there is a mistake in the existing zoning, and that any development of the property is done in a way to protect and conserve the existing resources as required by the County's Critical Area Program.

FLOOD ZONE: The FIRM maps (24047C0045H effective July 16, 2015) indicate that the northern and western portions of this property are located in Zone X (Area of Minimal Flood Hazard and a 0.2% Annual Chance of Flood). Towards the St. Martins River the property contains land located in the 100 year floodplain (Zone AE).

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

INCORPORATED TOWNS: This site is not within one mile of any incorporated town; the closest municipality is Berlin approximately five miles to the south.

ADDITIONAL COMMENTS RECEIVED: N/A.

!!!

7. Relating to compatibility with the Comprehensive Plan.

8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?

9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

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

PLEASE TYPE OR PRINT IN INK

APPLICATION FOR **AMENDMENT OF OFFICIAL ZONING MAP**

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

Rezoning Case No. 436

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 5|26|2022

Date Reviewed by Planning Commission: 8|4|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): **9**

B. Parcel Number(s): **166**

C. Lot Number(s), if applicable: **Revised Parcel B**

D. Tax District Number: **05**

III. Physical Description of Property

A. Located on **Daye Girls Road**.

B. Consisting of a total of **8.57** 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): **RP-Resource Protection**
(Name and Zoning District)

B. Acreage of zoning classification(s) in "A" above: **8.57**

C. Requested zoning classification(s): **E-1, Estate District**
(Name and Zoning District)

D. Acreage of zoning classification(s) in "C" above: **8.57**

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: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
E-Mail: hcropper@bbcmlaw.com
Date: May 25, 2022

C. Signature of Property Owner in Accordance with VI.A. above
Signature: _____
Printed Name of Owner:
Erik Smith & Mendi L. Smith
Mailing Address: 12554 Daye Girls Road, Bishopville, MD 21813
Phone Number: 302-608-0189
E-Mail: _____
Date: May 25, 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

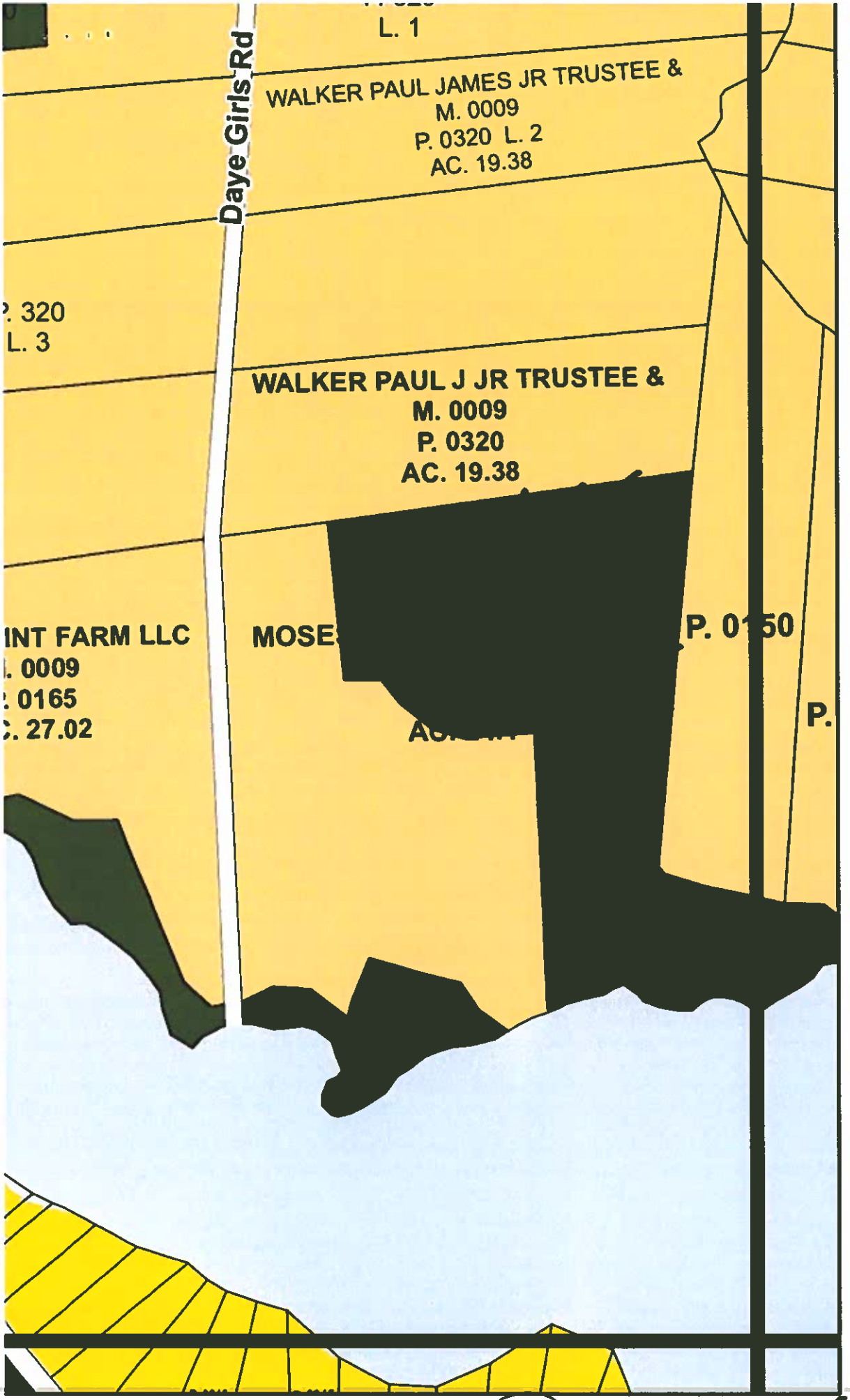
The purpose of the RP, Resource Protection District, is to protect important environmental features. In this case, it appears that the RP zoning line follows lot lines, and is not based on any environmental features.

The appropriate zoning should be E-1, Estate District, which surround the subject property.

The RP, Resource Protection District, was a mistake, and it is unduly burdensome.

Respectfully submitted,

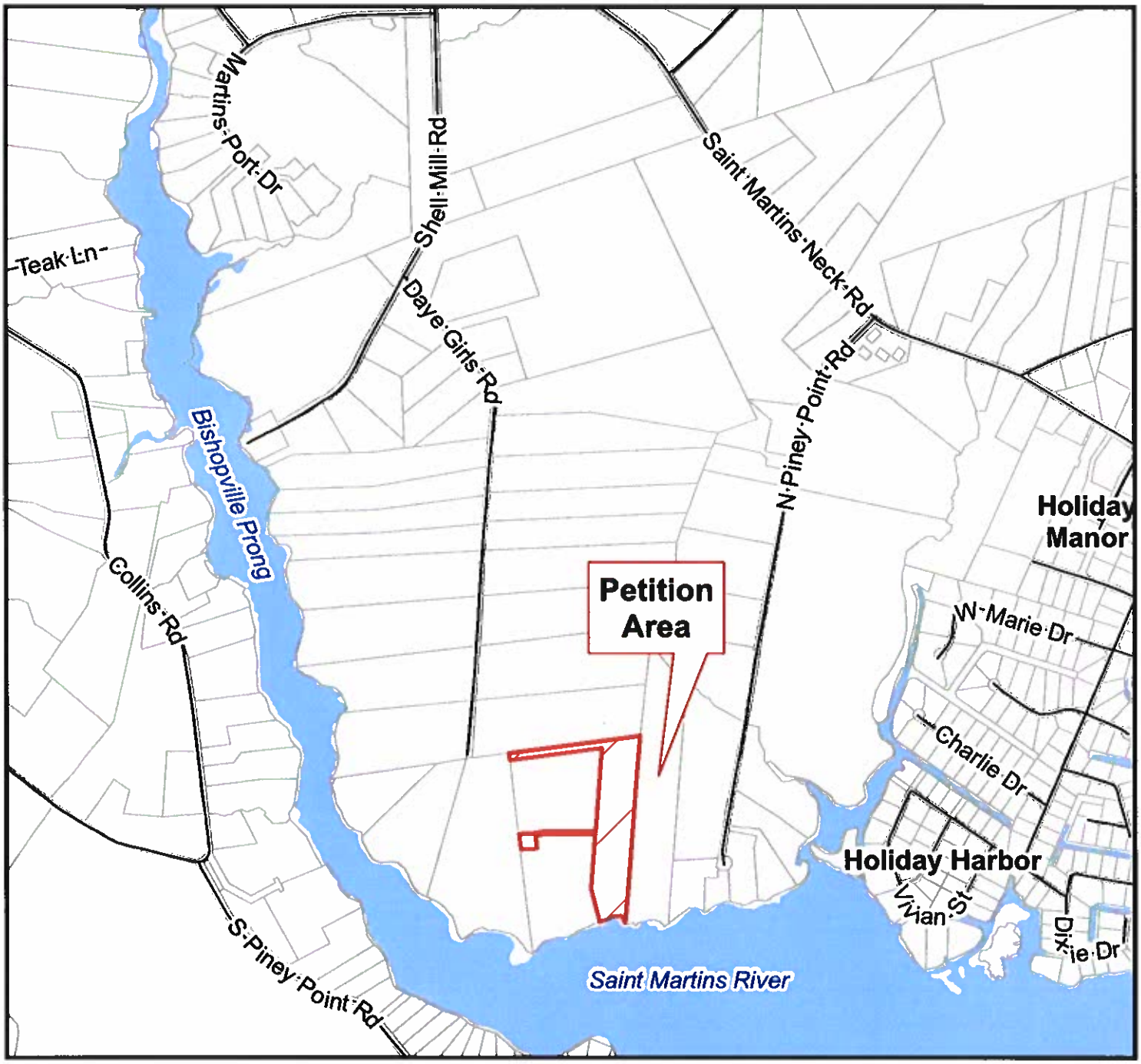
Hugh Cropper IV
Attorney for Erik Smith and
Mendi L. Smith, Owners


L. 1
Daye Girls Rd
WALKER PAUL JAMES JR TRUSTEE &
M. 0009
P. 0320 L. 2
AC. 19.38
. 320
L. 3
WALKER PAUL J JR TRUSTEE &
M. 0009
P. 0320
AC. 19.38
INT FARM LLC
. 0009
. 0165
. 27.02
MOSE
P. 0150
P.

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 500 1,000
Feet

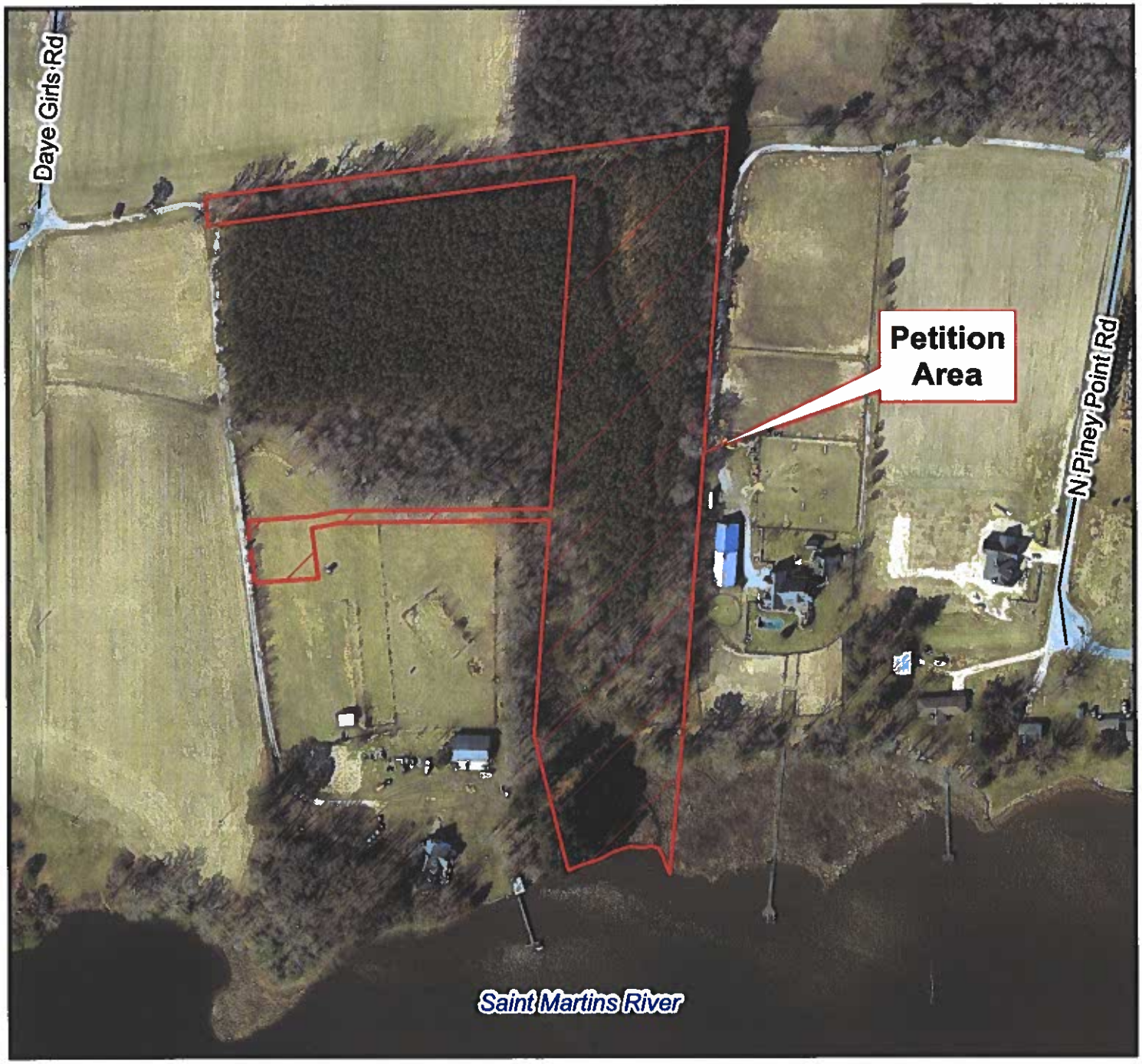
Source: Worcester County GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

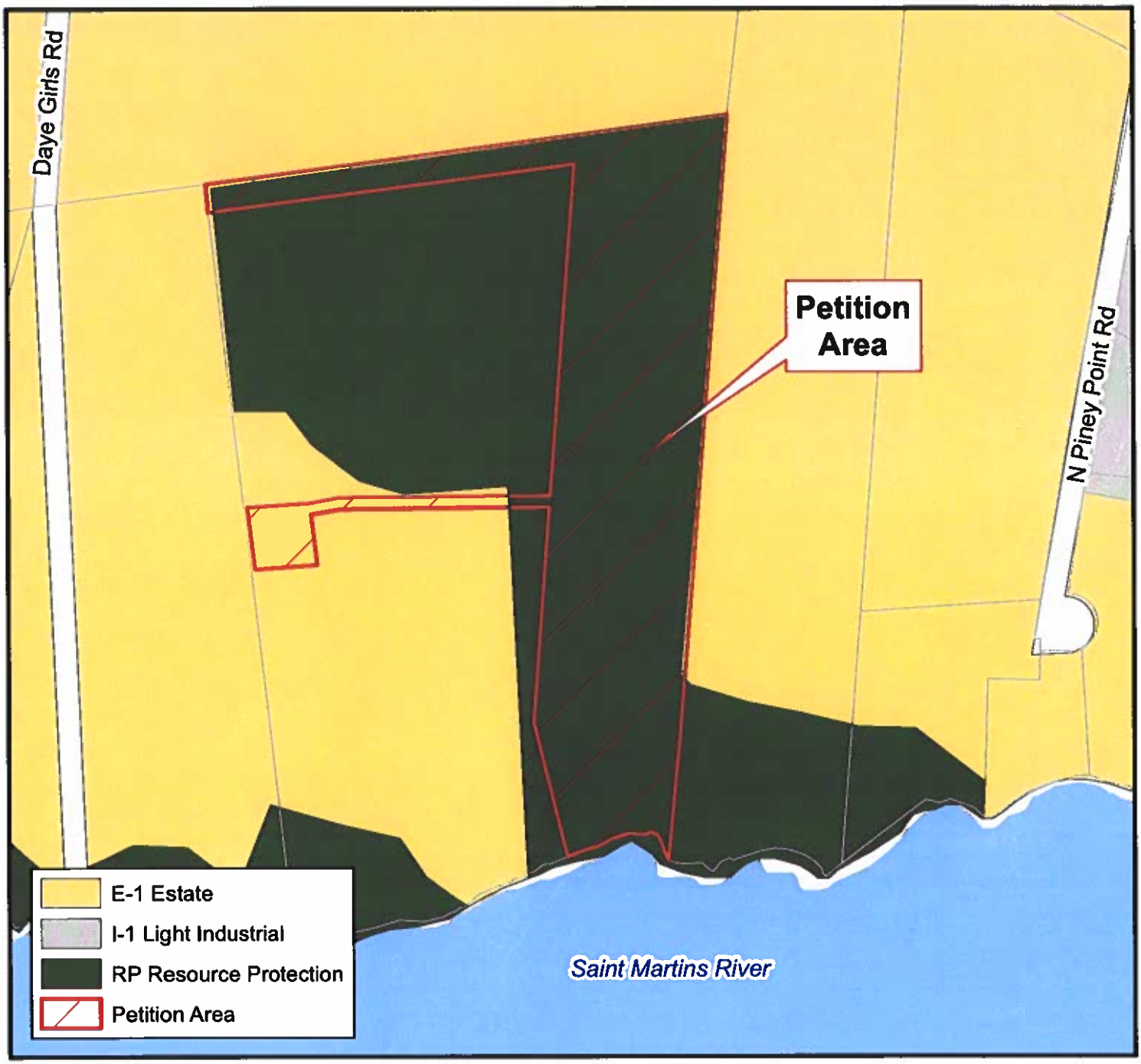
Source: Worcester County GIS Data Layers: 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

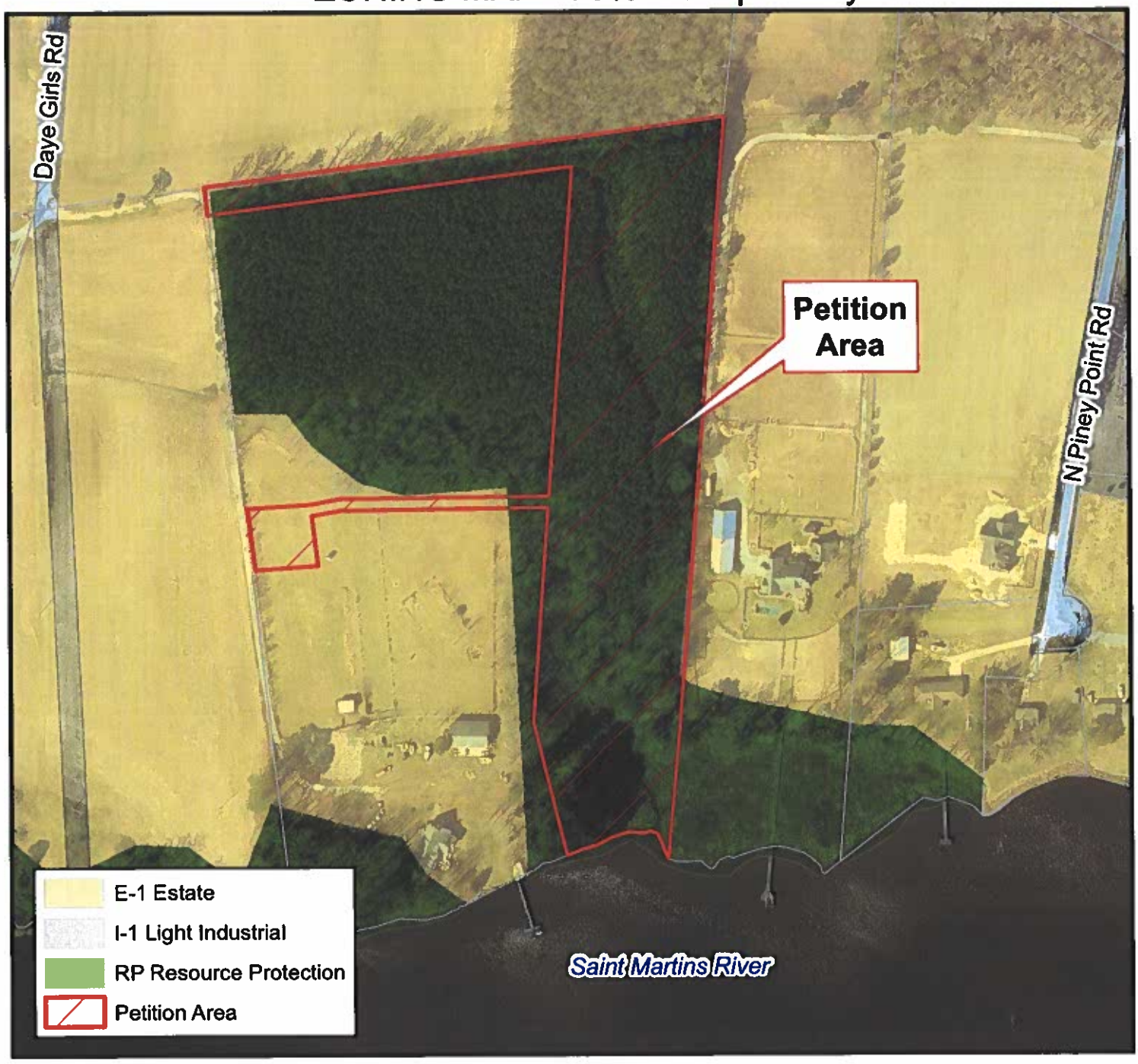
Source: Worcester County GIS Data Layers, 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

ZONING MAP - 70% Transparency



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

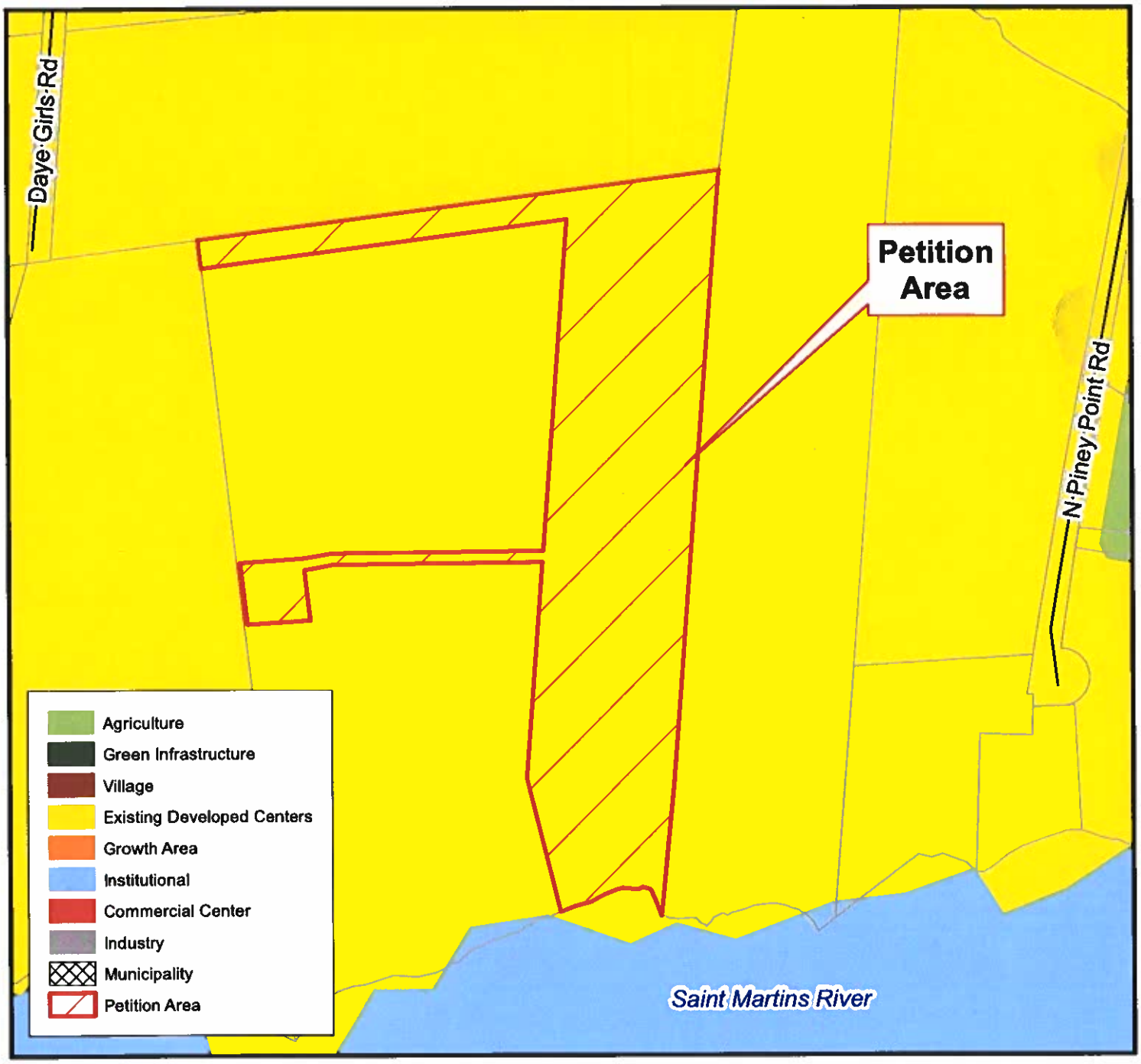
Source: Worcester County GIS Data Layers, 2009 Official Zoning Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

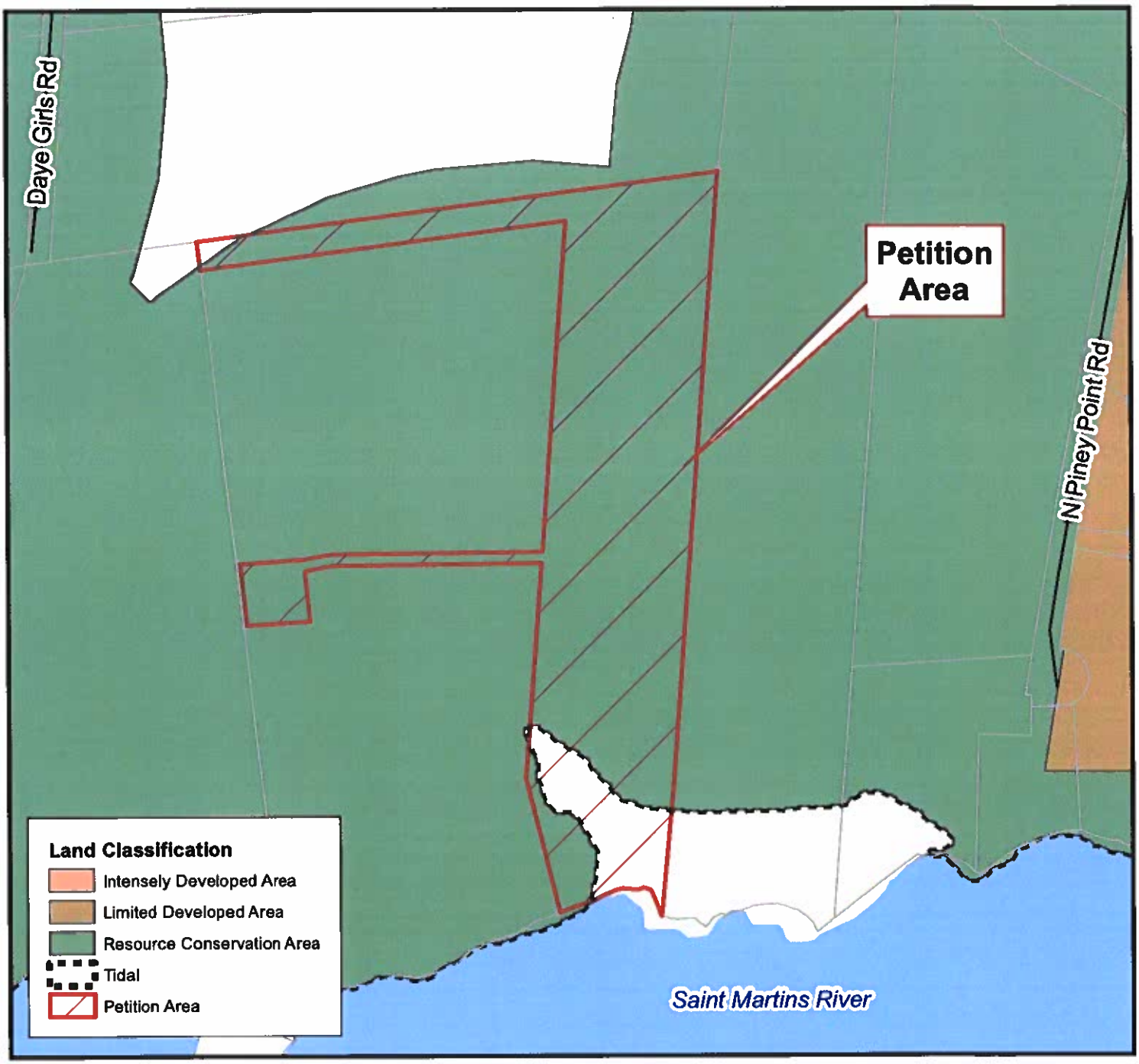
Source: Worcester County GIS Data Layers, 2006 Land Use Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

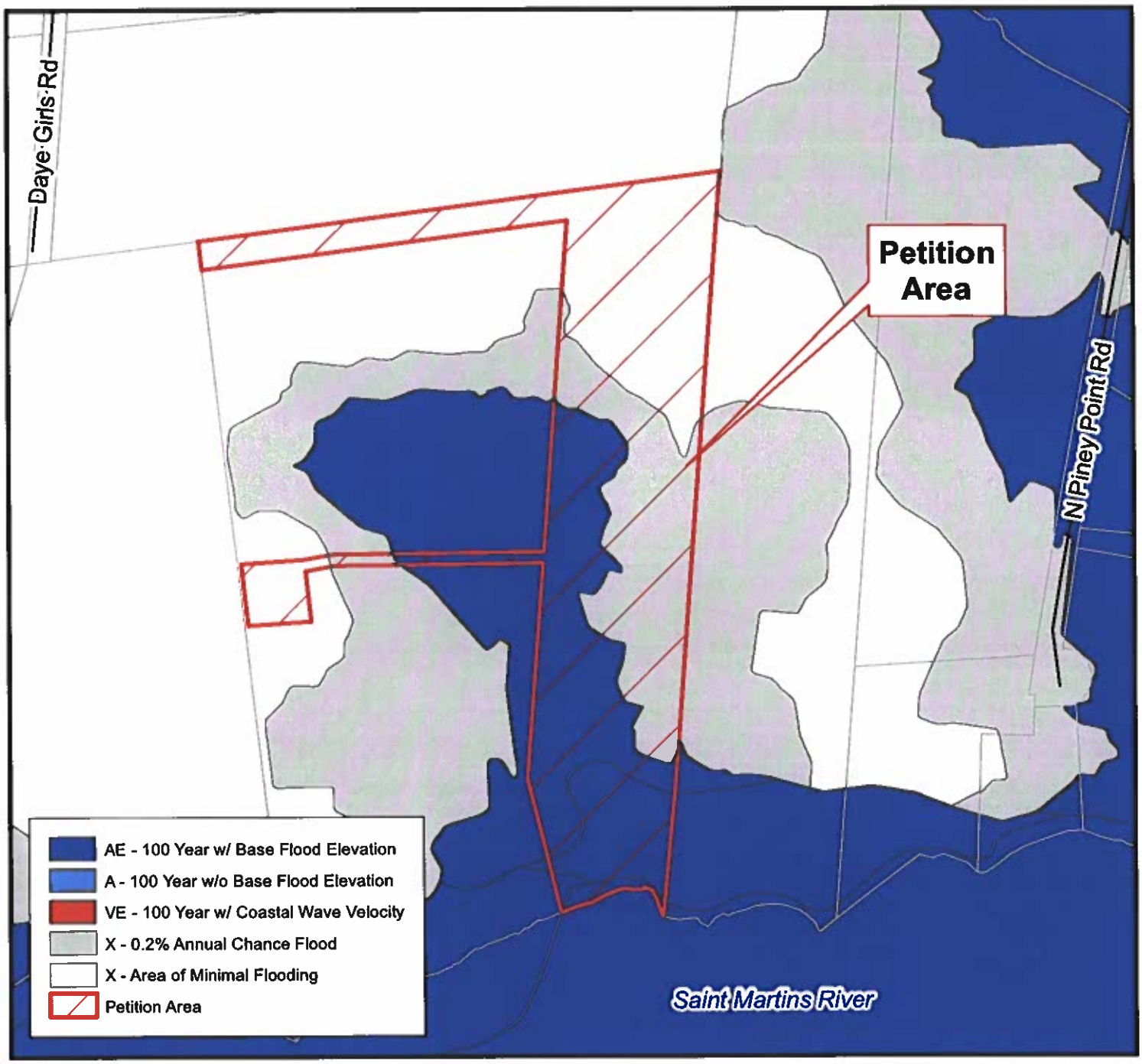
Source: Worcester County GIS Data Layers, Maryland Coastal Bay - Critical Area Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

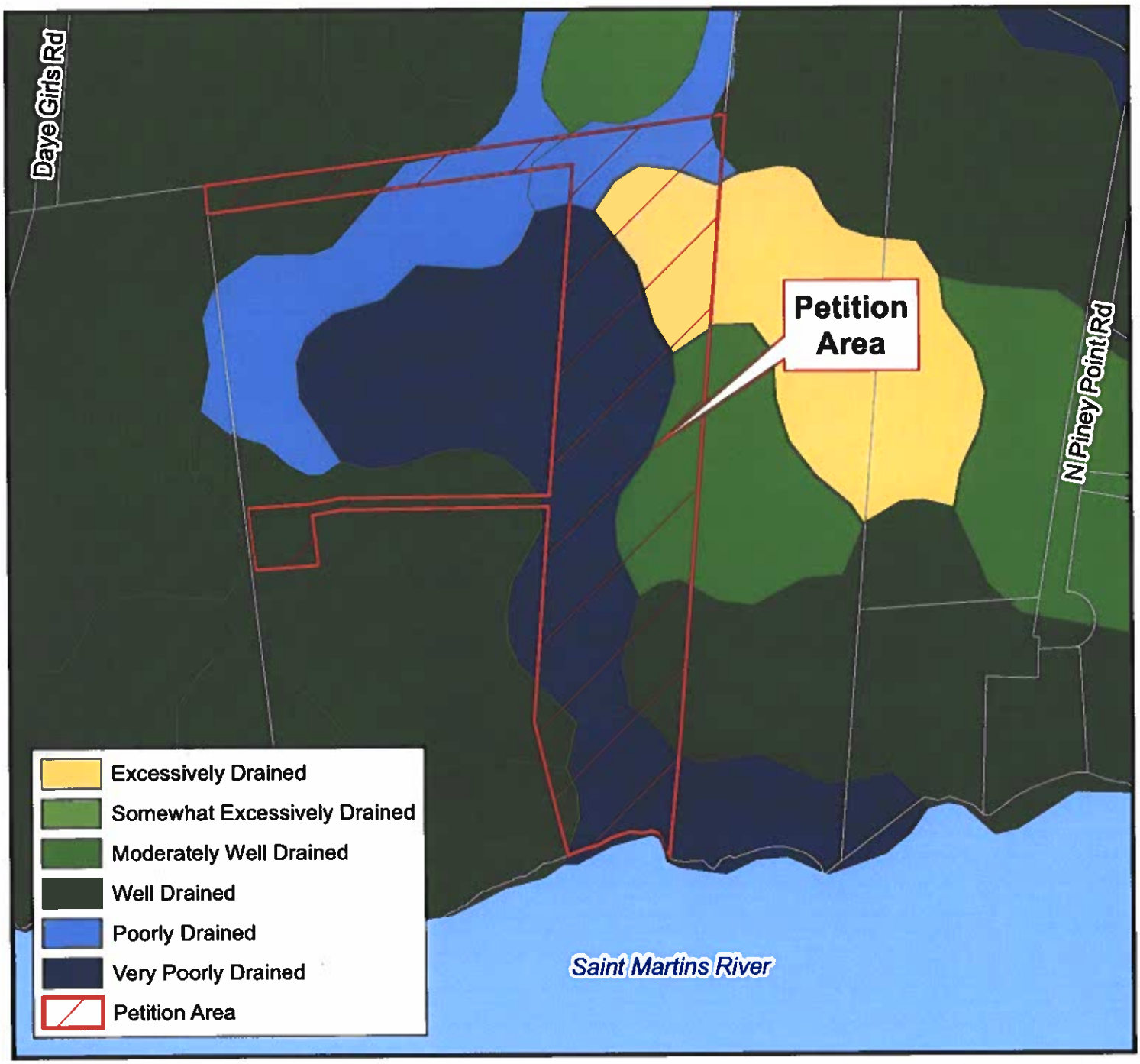
Source: Worcester County GIS Data Layers, 2015 FEMA Flood Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

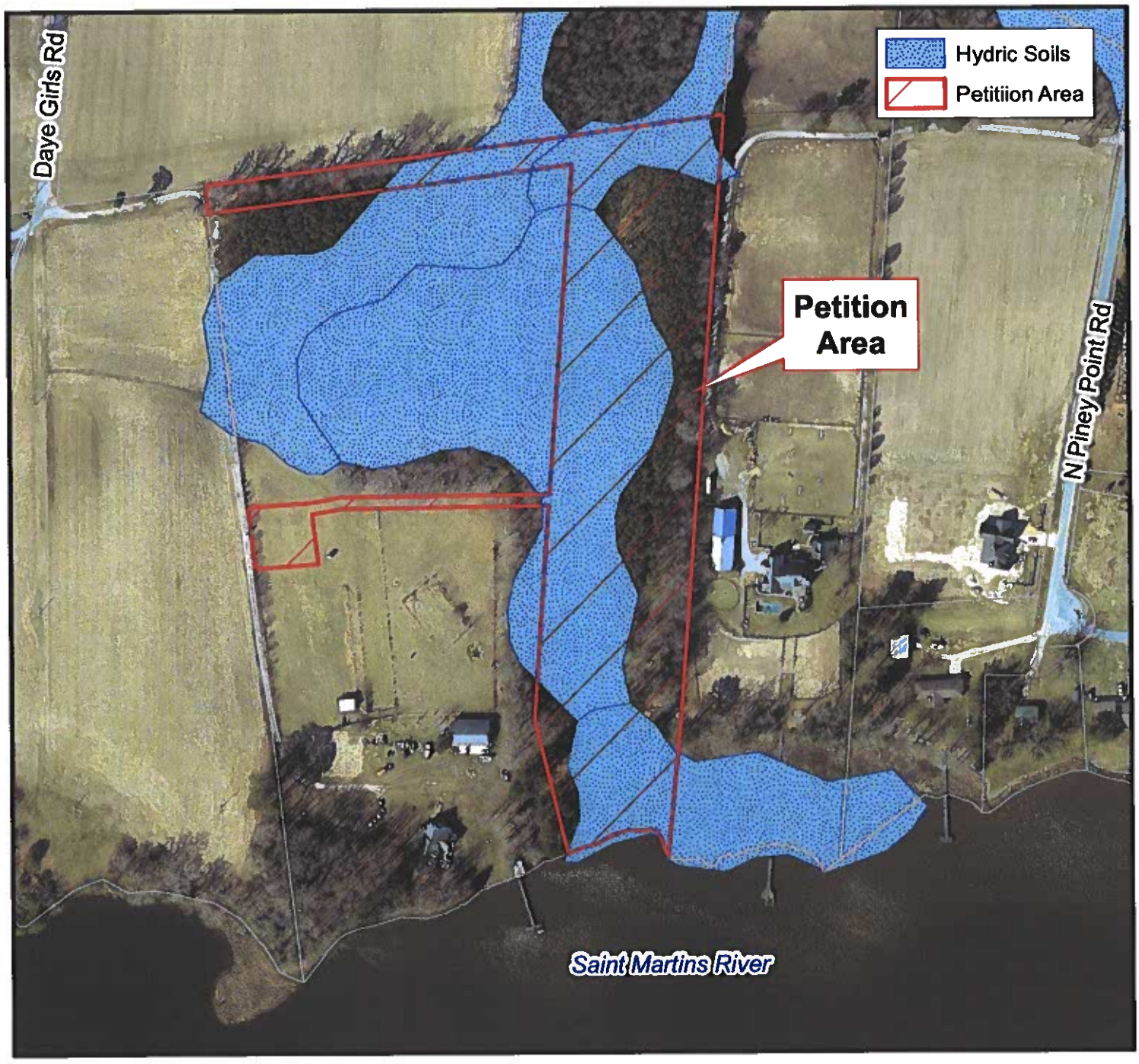
Source: Worcester County GIS Data Layers, 2007 Soil Survey
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 436
RP Resource Protection District to E-1 Estate District
Tax Map: 9, Parcel 166

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

Drawn By: KLH Reviewed By: GP

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

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: Gary Pusey, Deputy Director, DDRP

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

Subject: **EP Staff Comments on Rezoning Case No. 436**
Worcester County Tax Map 9, Parcel 166, Revised Parcel B
Reclassify approximately 8.57 acres
From RP Resource Protection District to E-1 Estate District

Date: 7/15/22

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

The Department of Environmental Programs has the following comments:

1. This property has an Existing Developed land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan),* as do properties surrounding this property on all sides. The Existing Developed land use category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. Recognizing existing development and neighborhood character is the purpose of this designation.
2. The *Plan* further notes that the surrounding areas have been mapped with one of the other land use designations as appropriate and should not be considered for rezonings by virtue of their proximity to an EDA. Also added was the intent that the EDAs are anticipated to remain as mapped at least until the next plan review period. This will provide for orderly infill development within EDAs.
3. These areas are not designated as growth areas in the *Comprehensive Plan,* they are intended to be limited to infill development. Density, height, bulk, and site design standards should also be consistent with the EDA's existing character.
4. The existing property is not connected to public sewer and/or water at this time and is unimproved. There is a existing approval for sewage area to serve a single family dwelling unit. The services currently available to the property include an existing septic and well sized for residential use. The subject property has a designation of a Sewer and Water Service Category of S-6/W-6 and (No Planned Service) in the *Master Water and Sewerage Plan.*
5. This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as a Resource Conservation Area (RCA) and is a waterfront lot with a 100 ft Buffer and an

expanded Buffer due to the location of Non-tidal wetlands (NTWs). RCA's are areas characterized by nature-dominated environments (i.e, wetlands, forests, abandoned fields) and resource utilization activities (i.e, forestry, agriculture, fisheries, aquaculture). Some, but not all of the allowed uses within the E-1 Zoning District support the purpose and intent of that district., specifically to preserve, encourage, and protect the County's farms and forestry operations. Specific uses that can also be permitted within the RCA., include, but are not limited to, agriculture, poultry operations, single family dwellings, and manufactured homes.

6. Reviewing the land position and current features of the property, there does not seem to be any outstanding issues with the why the current zoning classification would have been selected in 2009.
7. Staff would not oppose the reclassification if the requirement for a mistake in zoning designation are met. If the rezoning is approved, lands within the RCA boundaries much abide by allowances in the Natural Resources Article Section NR §3-206. This includes, but is not limited to lot coverage, clearing, and density limitations. Also, no new Commercial, industrial, or instructional uses can be permitted without approval of a Growth Allocation.
8. A field delineation of all environmental features, including, but not limited to, buffers, non-tidal wetlands, and tidal wetlands, will be required prior to our NR division being able to provide any plan approvals. This will assist in determining if future development will need to meet the requirements of the ACBCA that are in place at the time of construction.
9. All re-zonings located wholly or partially with the Critical Area require notification to the Critical Area Commission for comment and those comments are attached.

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

Attachment

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor

Charles C. Deegan
Chairman
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS
1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
dnr.maryland.gov/criticalarea/

June 30, 2022

Ms. Jenelle Gerthoffer
Natural Resources Administrator
Worcester County Department of Environmental Programs
One West Market Street – Room 1306
Snow Hill, Maryland 21863

Re: Rezoning Application – Smith
Daye Girls Road
Tax Map 9 Parcel 166

Dear Ms. Gerthoffer:

Thank you for forwarding the above referenced application for review and comment. The applicant is seeking to reclassify an approximately 8.57-acre parcel from RP Resource Protection District to E-1 Estate District. The entirety of the property is in a Resource Conservation Area (RCA). The reason given for the reclassification is that a mistake was made in the previous zoning. The parcel contains tidal and nontidal wetlands and their buffers, potential Forest Interior Dwelling Bird habitat, and appears to be mostly forested. This does not seem inconsistent with an RP zoning designation.

It is my understanding that the property was subdivided in 1999, giving it grandfathered status under the County's Coastal Bays Critical Area Program. The County must determine if the parcel is indeed grandfathered, if it has an existing development right, and if the rezoning request meets the County requirements for reclassification on the basis of a mistake. We do not oppose this reclassification if the above requirements are met, and any development of the property is done in a way to protect and conserve the existing resources as required for properties designated as RCA under the County's program.

Thank you for the opportunity to comment. Please contact me if you have any questions or concerns at (410) 260-3482 or via email at claudia.jones@maryland.gov.

Sincerely,
M. Claudia Jones
M. Claudia Jones
Science Advisor

WC 225-22

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 DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES 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
David Collins, Fire Chief, Bishopville Volunteer Fire Department

FROM: Gary Pusey, Deputy Director GP

DATE: June 15, 2022

RE: Rezoning Case No. 436 – Mendi and Erik Smith, Property Owners and Hugh Cropper, IV, Attorney - East Side of Daye Girls Road, adjacent to St. Martin River

****

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application on August 4, 2022. This application seeks to rezone approximately 8.57 acres of land shown on Tax Map 9, Parcel 166, Revised Parcel B from RP Resource Protection District to E-1 Estate District. Uses allowed in the E-1 District include, but are not limited to, single-family dwellings;

manufactured homes; and agriculture, including feeding lots, dairy barns, the raising of livestock, commercial and noncommercial greenhouses and nurseries, etc.

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

The Planning Commission would appreciate any comments you or your designee might offer with regard to the effect that this application and potential subsequent development of the site may have on plans, facilities, or services for which your agency is responsible ***by JULY 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

August 18, 2022

TO: *The Daily Times Group* and *The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Worcester County 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* on September 1, 2022 and September 8, 2022. Thank you.

Notice of Public Hearing
Proposed Change in Zoning
North Side of U.S. Route 50 (Ocean Gateway) and East of and Adjacent to Herring Creek
Tenth Tax District

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 437 has been filed by Hugh Cropper, IV on behalf of Dawn P. and Jeffery D. Pruitt, property owners, for an amendment to the Official Zoning Maps to change approximately 2.25 acres of a larger 4.5 acre parcel of land located on the north side of U.S. Route 50 and east of and adjacent to Herring Creek in the Tenth Tax District of Worcester County, Maryland, from R-2 Suburban Residential District to C-2 General Commercial 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, September 20, 2022
AT 10:35am
In the Commissioner's Meeting Room
Worcester County Government Center – Room 1103
One West Market Street
Snow Hill, MD 21863

At said public hearing the County Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 437 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. 437 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 16

APPROVED

WSY 8/16/22

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: August 8, 2022
Re: Scheduling a Public Hearing - Rezoning Case No. 437 – Dawn P. and Jeffery D. Pruitt, applicants, Hugh Cropper IV, Esquire, attorney for the applicants

I am requesting that the Worcester County Commissioners schedule the required public hearing associated with Rezoning Case No. 437. A draft public hearing notice is attached.

Mr. Cropper, on behalf of his clients, has filed Rezoning Case No. 437, seeking to rezone approximately 2.25 acres of a larger 4.5 acre parcel located on the northerly side of U.S. Route 50, east of and adjacent to Herring Creek, from R-2 Suburban Residential District to C-2 General Commercial District. The case was reviewed by the Planning Commission at its meeting on August 4, 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

PLANNING COMMISSION
FINDINGS OF FACT
AND
RECOMMENDATION

REZONING CASE NO. 437

APPLICANTS:

Dawn P. and Jeffery D. Pruitt
7317 Worcester Highway
Newark, MD 21841

ATTORNEY FOR THE APPLICANTS:

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

August 4, 2022

WORCESTER COUNTY PLANNING COMMISSION

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	B.	Attachments to the Staff Report:	
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		2. Maps of petitioned area	Pages 25 - 32
		3. Comments of Robert J. Mitchell, Worcester County Environmental Programs Director	Pages 33 - 34
		4. Comments of M. Claudia Jones, Science Advisor, State of Maryland, Critical Area Commission	Page 35
		6. Memo requesting comments	Pages 36 – 37
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	G.	Excerpt from Economy Chapter of Comprehensive Plan – Planning Commission Exhibit #5	Page 42
	H.	Excerpt from Transportation Chapter of Comprehensive Plan – Planning Commission Exhibit #6	Page 43

I. INTRODUCTORY DATA

A. CASE NUMBER: Rezoning Case No. 437, filed on May 26, 2022

B. APPLICANT: Dawn P. & Jeffery D. Pruitt
7317 Worcester Highway
Newark, MD 21841

APPLICANT'S ATTORNEY: Hugh Cropper, IV
9927 Stephen Decatur Highway, F-12
Ocean City, Maryland 21842

C. TAX MAP/PARCEL: Tax Map 26 – p/o Parcel 83 - Tax District 10

D. SIZE: The petitioned area consists of 2.25 acres and is part of a larger parcel that totals 4.5 acres.

E. LOCATION: The petitioned area is located on the northerly side of US Route 50 (Ocean Gateway) and is east of and adjacent to Herring Creek.

F. CURRENT USE OF PETITIONED AREA: Undeveloped and forested, with an existing pier extending into Herring Creek.

G. CURRENT ZONING CLASSIFICATION: R-2 Suburban Residential District

H. REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District

I. ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an R-2 Suburban Residential District classification, and the R-2 zoning has been retained in each of the County's subsequent comprehensive rezonings held in 1978, 1992 and 2009.

J. SURROUNDING ZONING: With the exception of the subject property and a townhouse project on the south side of U.S. 50 at the Harry Kelly Bridge, all other properties east of Herring Creek to the bridge are zoned C-2 General Commercial. Land adjoining the subject property on the north is zoned R-2 Suburban Residential, and RP Resource Protection zoning is located adjacent to several waterways in the area, including a portion of the subject property that is not part of the rezoning request.

K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and associated land use map, the petitioned area lies within the Commercial Center

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-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and has an existing allocation of one sewer EDU from the West Ocean City Sanitary Service Area. The County Department of Public Works notes that public water is not currently available.

M. ROAD ACCESS: The petitioned area fronts on Ocean Gateway, a State-owned and -maintained highway. The Comprehensive Plan lists US Route 50 as a multi-lane divided primary highway/ arterial highway. The Maryland Department of Transportation State Highway Administration stated that at the time of future development, traffic impacts will be determined based on the specific use of the property and road improvements will be required to ensure safe ingress and egress.

II. APPLICANTS' TESTIMONY BEFORE THE PLANNING COMMISSION

A. Hugh Cropper, IV, applicants' attorney, Robert Hand, landscape architect, and Chris McCabe, environmental consultant, were present for the review. Mr. Cropper testified that the request is being made based upon a mistake in the existing zoning.

Mr. Cropper referenced the aerial photograph of the subject property that was included in the Staff Report that he entered as Exhibit #1 and he highlighted the surrounding non-residential uses in the immediate area. These included office complexes adjacent to the subject property on the east and across U.S. Route 50, and a hotel and the Ocean City Chamber of Commerce offices also across U.S. Route 50. He pointed out that with the exception of the subject property and a townhouse project at the base of the Harry Kelly Bridge entering Ocean City, all properties fronting U.S. Route 50 from Herring Creek to the Sinepuxent Bay are zoned C-2 General Commercial, and he entered as Exhibit #2 a map showing the zoning of the area along U.S. Route 50. He pointed out that although this property totals 4.5 acres, the rezoning request is for 2.25 acres that front on U.S. Route 50. He provided a plan prepared by Mr. Hand that he entered as Exhibit #3 that designated the boundaries of the portion to be rezoned, with the remaining portion of the property to retain its R-2 Suburban Residential and RP Resource Protection zoning. Mr. Cropper clarified that the application is being amended to increase the portion to be rezoned from the original request of 2.19 acres to the amended acreage of 2.25.

Mr. Hand testified that the County's adopted Comprehensive Plan places the subject property in the Commercial Center Land Use Category, which is located on both sides of U.S. Route 50 and extends from Herring Creek to the Sinepuxent Bay. He stated that the C-2 General Commercial zoning district would be more consistent with the Commercial Center recommendation than the existing R-2 Suburban Residential zoning. In response to Mr. Cropper's question, Mr. Hand stated that if the rezoning is approved the proposed use would be a business office for the contract purchasers of the property. He noted that traffic associated with a business office would likely be less than that generated by the maximum number of residential units allowed under the current R-2 zoning. He stated that the subject property is located within the Atlantic Coastal Bays Critical Area (ACBCA) and is designated an Intensely Developed Area and any development will be required to comply with those regulations. Mr. Cropper pointed out to the Planning Commission that the Maryland Critical Area Commission staff has reviewed the rezoning application and would not oppose the request if the rezoning is based on a mistake in the existing zoning. In response to Mr. Cropper's question, Mr. Hand stated that he believed the current R-2 zoning is a mistake and the proposed C-2 General Commercial zoning would be more desirable in terms of the objectives of the County's Comprehensive Plan.

Mr. McCabe testified that he inspected the property in order to perform a wetlands delineation, and he found there are no non-tidal wetlands on the property, and the Maryland Department of the Environment (MDE) has confirmed his findings. He confirmed that the subject property is located in the Atlantic Coastal Bay Critical Area and is designated an Intensely Developed Area, which permits commercial uses.

In response to Mr. Cropper's question, Mr. McCabe stated he believed the current R-2 zoning was a mistake and commercial use would be more desirable for this property given its location adjacent to U.S. Route 50. He reiterated that residential use would not be desirable or appropriate for this property.

Mr. Cropper further addressed the recommendations of the Comprehensive Plan that complement the Commercial Center Land Use designation for this property. He entered into the record as Exhibit #4 an excerpt from the Natural Resources chapter that noted the County has considerable remaining growth potential and this growth can occur in a way that maximizes both economic and natural benefits while minimizing environmental damage. He pointed out that this property is in the Critical Area and is subject to the regulations of that ordinance. He also entered into the record as Exhibit #5 an excerpt from the Economy chapter that identified a Goal of the Plan that the County's economy should expand in order to realize its full potential for employment, business, tourism and other economic sectors without compromising the County's rural and coastal character. He stated

this rezoning would help the County attain this goal. Finally, Mr. Cropper entered into the record as Exhibit #6 an excerpt from the Transportation chapter of the Plan that states land use and transportation are interconnected, and locating work and living areas in proximity to each other can have positive benefits, including the reduction of congestion and air pollution. Mr. Cropper stated the subject property is ideally located along U.S. Route 50 and adjacent to other commercial uses and can reduce the length and number of vehicle trips as a result.

In summary of the findings that the Planning Commission must consider in rezoning cases, Mr. Cropper stated that population change in the area has been minimal due to the prevalence of commercial zoning along U.S. Route 50; that the property is within the West Ocean City Sanitary Service Area with sewer available; other public facilities such as schools would not be adversely impacted since the proposed use of the property is for commercial purposes; that access to the property from U.S. Route 50 will be subject to the State Highway Administration's approval; the proposed commercial zoning is in accordance with the Commercial Center Land Use designation of the Comprehensive Plan; and the proposed zoning would be compatible with existing development in the area, as C-2 General Commercial zoning is located on both sides of U.S. Route 50 and extends from Herring Creek to the Sinepuxent Bay, and only excludes the subject property and a townhouse project located on U.S. Route 50's south side at the Bay at the base of the Harry Kelly Bridge.

III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

A. Regarding the definition of the neighborhood: The Planning Commission noted that this was not applicable, since Mr. Cropper's testimony was based solely on a mistake in the current zoning classification.

B. Regarding population change: The Planning Commission concluded that population change in the immediate area has been minimal since the last comprehensive rezoning that occurred on November 3, 2009, as properties along U.S. Route 50 are commercially developed.

C. Regarding availability of public facilities: The Planning Commission found that the subject property is located within the West Ocean City Sanitary Service Area and has public sewer available. Mr. Mitchell's memo stated that the subject property has a designation of a Sewer Service Category of S-1 (Immediate to 2 years) in the Master Water and Sewerage Plan and has an existing sewer allocation of one EDU. Fire and ambulance service will be available from the Ocean City Volunteer Fire Company, with a substation on Keyser Point Road located less than one mile away. No comments were received from the fire company with regard to this review. Police protection will be available from the

Maryland State Police Barracks in Berlin, approximately five miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately twenty-one miles away. The Sheriff's Office responded that the rezoning would have no impact on their operations at this time, and no comments were received from the Maryland State Police. The petitioned area is served by the following schools: Ocean City Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. As a commercial use, there will be no impact on the school system. 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.

D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on Ocean Gateway, a State-owned and - maintained highway. The Comprehensive Plan lists U.S. Route 50 as a multi-lane divided primary highway/arterial highway. Dan Wilson, Assistant District Engineer – Traffic, for the Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 indicated in a phone conversation with the Planning Staff that a rezoning is a land use issue which is not under the jurisdiction of MDOT SHA, but at such time in the future when development may be proposed for this property traffic impacts will be analyzed based on the proposed use and improvements will be required to ensure safe ingress and egress. Based on MDOT SHA's response, the Planning Commission found that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.

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, with the exception of the subject property and a townhouse project located on the south side of U.S. Route 50 at the base of the Harry Kelly Bridge, all other properties that front on U.S. Route 50 from Herring Creek to the Sinepuxent Bay are zoned C-2 General Commercial. The proposed rezoning would be compatible with the commercial zoning and development located along this section of U.S. Route 50. The requested rezoning is for 2.25 acres of a 4.5 acre parcel; if the rezoning is approved, the remainder of the property (also 2.25 acres) will retain its RP Resource Protection and R-2 Suburban Residential zoning. The Planning Commission finds that this retained zoning will provide a buffer from existing residential development located to the north. The Planning Commission also finds that the property is located within the Atlantic Coastal Bays Critical Area and will be subject to the regulations associated with that designation, which will help provide protection to any existing environmental conditions on the property.

F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use map, the petitioned area lies within the Commercial Center Land Use Category. The Planning Commission found that the proposed rezoning to C-2 General Commercial is in accordance with the Commercial Center Land Use designation contained in the Plan and with the Plan's goals and objectives.

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 Planning Commission found that the property was located in the Commercial Center Land Use category of the Comprehensive Plan, and was one of only two properties between Herring Creek and the Sinepuxent Bay with frontage on U.S. Route 50 that was not zoned C-2 General Commercial. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 437, seeking a rezoning of the petitioned area from R-2 Suburban Residential District to C-2 General Commercial District in the acreage and location as delineated on the zoning exhibit made a part of the application.

V. RELATED MATERIALS AND ATTACHMENTS

STAFF REPORT

REZONING CASE NO. 437

PROPERTY OWNER: Dawn P. & Jeffery D. Pruitt
7317 Worcester Highway
Newark, MD 21841

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

TAX MAP/PARCEL INFO: Tax Map 26 – p/o Parcel 83 - Tax District 10

SIZE: The property requested to be rezoned totals 2.25 acres and is part of a larger 4.5 acre parcel.

LOCATION: The petitioned area is located on the northerly side of U.S. Route 50 (Ocean Gateway), east of and adjacent to Herring Creek. The 2.25 acre portion of the property requested for rezoning fronts on U.S. Route 50.

CURRENT USE OF PETITIONED AREA: Except for an existing pier that extends into Herring Creek, the property is undeveloped and is forested.

CURRENT ZONING CLASSIFICATION: The 4.5 acre parcel contains R-2 Suburban Residential District and RP Resource Protection District zoning, but the 2.25 acre portion requested to be rezoned is currently zoned entirely R-2.

As defined in the Zoning Code, this district is primarily intended to protect and preserve existing residential subdivisions throughout the County and to provide for compatible infill development in those areas. In addition, and as recommended by the Comprehensive Plan, this district can serve as a transition zone between high and low density residential neighborhoods.

REQUESTED ZONING CLASSIFICATION: C-2 General Commercial District

As defined in the Zoning Code, the intent of this district is to provide for more intense commercial development serving populations of three thousand or more within an approximate ten- to twenty-minute travel time. Design standards and careful attention to signage, landscaping, perimeter buffers, site layout and architectural design are imperative to ensure compatibility with the community and the County's character.

APPLICANT'S BASIS FOR REZONING: The application indicates that there was both a mistake made in the existing zoning, and there has been a substantial change in the character of the neighborhood since the County's most recent comprehensive rezoning on Nov. 3, 2009, to justify a rezoning.

ZONING HISTORY: At the time zoning was first established in the 1960's, the petitioned area was given an R-2 Suburban Residential District classification, and the R-2 zoning has been retained in each of the County's subsequent comprehensive rezonings held in 1978, 1992 and 2009.

SURROUNDING ZONING: With the exception of the subject property and the Villas at Inlet Isle townhouse project on the south side of U.S. 50 at the Harry Kelly Bridge, all other properties along U.S. 50 east of Herring Creek to the Harry Kelly Bridge are zoned C-2 General Commercial. The area adjoining the subject property on the north is zoned R-2 Suburban Residential, and RP Resource Protection zoning is located adjacent to several waterways in the area, including on the subject property.

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

> "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.
>
> Commercial areas by their nature locate on prominent sites and can visually dominate a community. For this reason, special attention must be given to the volume, location and design of these uses. The first step is to balance supply with demand." (Page 16)

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

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
10. Locate employment centers close to the potential labor force
15. Balance the supply of commercially zoned land with anticipated demand of year-round residents and seasonal visitors
16. Locate major commercial and all industrial development in areas having adequate arterial road access or near such roads

17. Discourage highway strip development to maintain roadway capacity, safety, and character

21. Promote mixed use development

(Pages 12, 13)

Additionally, in Chapter 2- Land Use, under the heading Commercial Land Supply, the Comprehensive Plan states:

> "Based on industry standards for the relationship of commercial land to market size, an excessive amount of commercial zoning exists in Worcester County. Discounting half the vacant land in this category as unbuildable, the remaining land if developed would have the capacity to serve a population of over 2 million people; the county's peak seasonal population is less than 25 percent of this number."
>
> "The area of greatest concern is the US 50 corridor. This vital transportation link has a seven-mile long ribbon of intense commercial zoning. As a first step, additional commercial zoning along US 50 should not be permitted. Use of downzoning or commercial transfer of development rights should be explored." (Page 24)

In Chapter 3 – Natural Resources, the Comprehensive Plan addresses the importance of protecting the forested tidal wetlands that serve Herring Creek:

> "As a striking background for land and water recreation, Worcester County's forested tributaries and inland creeks are important assets… The large tidal tributaries associated with the coastal bays include the St. Martin River, Turville, and Herring Creeks in the upper bays and Trappe Creek in the lower bays.
>
> "Healthy, vegetated waterway corridors form a basic part of the natural infrastructure– they provide clean water, flood protection, and recreation along with other benefits free of charge. Protecting such corridors ensures that these benefits are maintained." (pages 38, 39)

Chapter 4 - Economy also includes objectives related to Commercial Services. They are as follows:

1. Locate commercial and service centers in major communities; existing towns should serve as commercial and service centers.
2. Provide for suitable locations for commercial centers able to meet the retailing and service needs of population centers.
4. Bring into balance the amount of zoned commercial locations, with the anticipated need with sufficient surplus to prevent undue land price escalation.
5. Locate commercial uses so they have arterial roadway access and are designed to be visually and functionally integrated into the community.

(Page 60)

In the same chapter, under the heading Commercial Facilities, the Comprehensive Plan states:

> "Retailing is one of the largest employers in the county and is a significant contributor to the economy. Currently, designated commercial lands far outstrip the potential demand for such lands. When half of these lands are assumed to be undevelopable (wetlands and other constraints), the potential commercial uses can serve an additional population of over two million persons. The supply of commercial land should be brought more in line with potential demand. Otherwise, underutilized sites/facilities and unnecessary traffic congestion will result." (Page 62)

In Chapter 7 – Transportation, the Comprehensive Plan states that "Worcester's roadways experience morning and evening commuter peaks, however, they are dwarfed by summer resort traffic…Resort traffic causes the most noticeable congestion on US 50, US 113, US 13, MD 528, MD 589, MD 611, and MD 90." (Page 79)

Also in Chapter 7, the Comprehensive Plan states:

> "Commercial development will have a significant impact on future congestion levels. Commercial uses generate significant traffic, so planning for the proper amount, location and design will be critical to maintain road capacity. The current amount and location of commercially zoned land pose problems for the road system, particularly for US 50."
>
> "Commercial zoning on US 50 stretches from the Harry Kelly Bridge to Berlin. The Maryland Department of Transportation (MDOT) has indicated the existing commercial development has degraded existing levels of service to "D" and below in the summer season. US 50 is a critical link to the resorts and therefore maintaining its capacity is a necessary condition for the county's economic future. For this reason, this road has [been] designated as "impacted" and commercial zoning along it should be reduced." (Page 82)

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

1. Acceptable Levels of Service—It is this plan's policy that the minimal acceptable level of service for all roadways be LOS C. Developers shall be responsible for maintaining this standard.
3. Traffic studies--Developers should provide traffic studies to assess the effect of each major development on the LOS for nearby roadways.
4. Impacted Roads--Roads that regularly have LOS D or below during weekly peaks are considered "impacted." Areas surrounding impacted roads should be planned for minimal development (infill existing lots). Plans and funding for improving such roads should be developed.

5. Impacted Intersections--Upgrade intersections that have fallen below a LOS C, for example, the intersection of US 13 and MD 756 Old Snow Hill Road, intersection of MD 589 and US 50.

(Page 87)

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-1 (Immediate to 2 years) in the Master Water and Sewerage Plan, and has an existing allocation of one sewer EDU from the West Ocean City Sanitary Service Area.

The County's Department of Public Works commented that West Ocean City sewer is available and an 8" gravity line extends to this property, but that no public water is currently available.

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

RoA – Rosedale sandy loams, severe limitations to on-site wastewater disposal
HbA – Hambrook sandy loams, severe limitations to on-site wastewater disposal
WddB – Woodstown sandy loam, severe limitations to on-site wastewater disposal

EMERGENCY SERVICES: Fire and ambulance service will be available from the Ocean City Volunteer Fire Company, with a substation on Keyser Point Road located less than one mile away. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately five miles away, and the Worcester County Sheriff's Office in Snow Hill, approximately twenty-one miles away. The Sheriff's Office responded that the rezoning would have no impact on their operations at this time, but future impacts will be based on the actual use of the property, and no comments were received from the Maryland State Police Barracks.

ROADWAYS AND TRANSPORTATION: The petitioned area fronts on Ocean Gateway, a State-owned and -maintained highway. The Comprehensive Plan lists US Route 50 as a multi-lane divided primary highway/ arterial highway. Dan Wilson, Assistant District Engineer – Traffic, for the Maryland Department of Transportation State Highway Administration (MDOT SHA) indicated in a phone conversation with the Planning Staff that a rezoning is a land use issue which is not under the jurisdiction of MDOT SHA. At such time in the future when development may be proposed for this property, MDOT SHA will analyze traffic impacts at that time based on the actual use and will require improvements to ensure safe ingress and egress.

SCHOOLS: The petitioned area is within Zone 2 of the Worcester County Public School Zones and is served by the following schools: Ocean City Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur 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 located within the boundaries of the Atlantic

Coastal Bays Critical Area (ACBCA). He states that the parcel is designated as an Intensely Developed Area (IDA) and has an associated 100-foot buffer from the mean high water line of tidal waters, the edge of the bank of tributary streams, and the landward extent of tidal wetlands, and that any areas within the Buffer must be maintained in natural vegetation. Mr. Mitchell states that IDA's are areas where residential, commercial, institutional and/or industrial uses predominate and where relatively little natural habitat occurs or remains. He recommends that a field delineation of all environmental features including, but not limited to, buffers and tidal and non-tidal wetlands, be provided prior to any plan approvals being granted by the Natural Resources Division of the Department of Environmental Programs. The field delineation will assist in determining if future development will need to meet the requirements of the ACBCA that are in place at the time of construction.

Any rezoning application located wholly or partially within the Critical Area requires that notification be sent to the Critical Area Commission (CAC). Mr. Mitchell has attached the comments provided by M. Claudia Jones, Science Advisor with the CAC. Ms. Jones states that the CAC will not oppose the rezoning if the County makes a determination that the rezoning is granted based upon a finding that there is a mistake in the existing zoning.

FLOOD ZONE: The FIRM map (24047C0160H, effective July 16, 2015) indicates that the majority of this property, adjacent to U.S. 50, is located in Zone X (Area of Minimal Flooding) and a small area along Herring Creek is located in Zone X (0.2% Annual Chance of Flood, or the 500 year floodplain).

PRIORITY FUNDING AREA: The petitioned area is within a designated Priority Funding Area.

INCORPORATED TOWNS: This site is approximately 1.9 miles from the Ocean City town limits.

ADDITIONAL COMMENTS RECEIVED: N/A

!!!

4. Relating to availability of public facilities.

5. Relating to present and future transportation patterns.

6. Relating to compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement.

7. Relating to compatibility with the Comprehensive Plan.

8. Has there been a substantial change in the character of the neighborhood where the property is located since the last zoning of the property (November 3, 2009) or is there a mistake in the existing zoning of the property?

9. Would a change in zoning be more desirable in terms of the objectives of the Comprehensive Plan?

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

PLEASE TYPE OR PRINT IN INK

APPLICATION FOR **AMENDMENT OF OFFICIAL ZONING MAP**

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

Rezoning Case No. 437

Date Received by Office of County Commissioners: _____

Date Received by Development, Review and Permitting: 5/26/2022

Date Reviewed by Planning Commission: 8/4/2022

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): 26

B. Parcel Number(s): 83

C. Lot Number(s), if applicable: _____

D. Tax District Number: 10

III. Physical Description of Property

A. Located on **north side of Route 50 on Herring Creek**.

B. Consisting of a total of **4.5** 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): **R-2, Suburban Residential**
(Name and Zoning District)

B. Acreage of zoning classification(s) in "A" above: **4.5**

C. Requested zoning classification(s): **C-2, General Commercial**
(Name and Zoning District)

D. Acreage of zoning classification(s) in "C" above: ~~**2.19**~~ 2.25 Amended by Applicant at 8/4/22 PC meeting (see Hand plat dated 7/17/2022)

V. Reasons for Requested Change

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

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

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

IV. Filing Information and Required Signatures

A. Every application shall contain the following information:

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

2. If the applicant is a corporation, the names and mailing addresses of the officers, directors and all stockholders owning more than 20 percent of the capital stock of the corporation.

3. If the applicant is a partnership, whether a general or limited partnership, the names and mailing addresses of all partners who own more than 20 percent of the interest of the partnership.

4. If the applicant is an individual, his/her name and mailing address.

5. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and mailing addresses of all persons holding an interest of more than 20 percent in the joint venture, unincorporated association, real estate investment trust or other business trust.

B. Signature of Applicant in Accordance with VI.A. above.
Signature: _____
Printed Name of Applicant:
Hugh Cropper, IV, Attorney for Property Owner
Mailing Address: 9927 Stephen Decatur Hwy., F-12, Ocean City, MD 21842 Phone Number: 410-213-2681
E-Mail: hcropper@bbcmlaw.com
Date: May 24 2022

C. Signature of Property Owner in Accordance with VI.A. above
Signature: _____, attorney
Printed Name of Owner:
Jeffrey D. Pruitt and Dawn P. Pruitt
Mailing Address: 7317 Worcester Highway, Newark, MD 21841
Phone Number: 443-523-2795
E-Mail: jpruitt@3cpa.com
Date: May 24 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

The subject property is located with direct frontage on U.S. Route 50, and designated as Parcel 83 on the attached map. The entire road frontage along Route 50, from Herring Creek east, is zoned C-2, General Commercial District, with the exception of the subject property, and the townhouses at Ocean City Fishing Center at the foot of the Route 50 Bridge. Every property, on both sides of Route 50, is otherwise commercial.

This property is in a Commercial Corridor as designated by the Land Use Map attached to the Comprehensive Plan. The Land Use Plan designates the entire Route 50 frontage in West Ocean City as a Commercial Corridor. This Commercial Corridor is also described in the written Comprehensive Plan.

The Mystic Harbour Wastewater Treatment Facility was expanded to accommodate additional commercial growth along the Route 50 Corridor, as outlined in the Comprehensive Plan, and as designated on the Land Use Map associated with the Comprehensive Plan. In summary, the Commercial Corridor east of the Herring Creek Bridge on U.S. Route 50 is a recognized commercial area in Worcester County.

The property is in the West Ocean City Sanitary Service Area, and it is eligible for public sewer. It is in the Atlantic Coastal Bays Critical Area, but designated Intensely Developed Area, or IDA. A recent environmental conditions site assessment demonstrated **no** non-tidal wetlands on the site. As such, it is particularly suited for commercial development.

It was a mistake to zone the property R-2, Suburban Residential District,

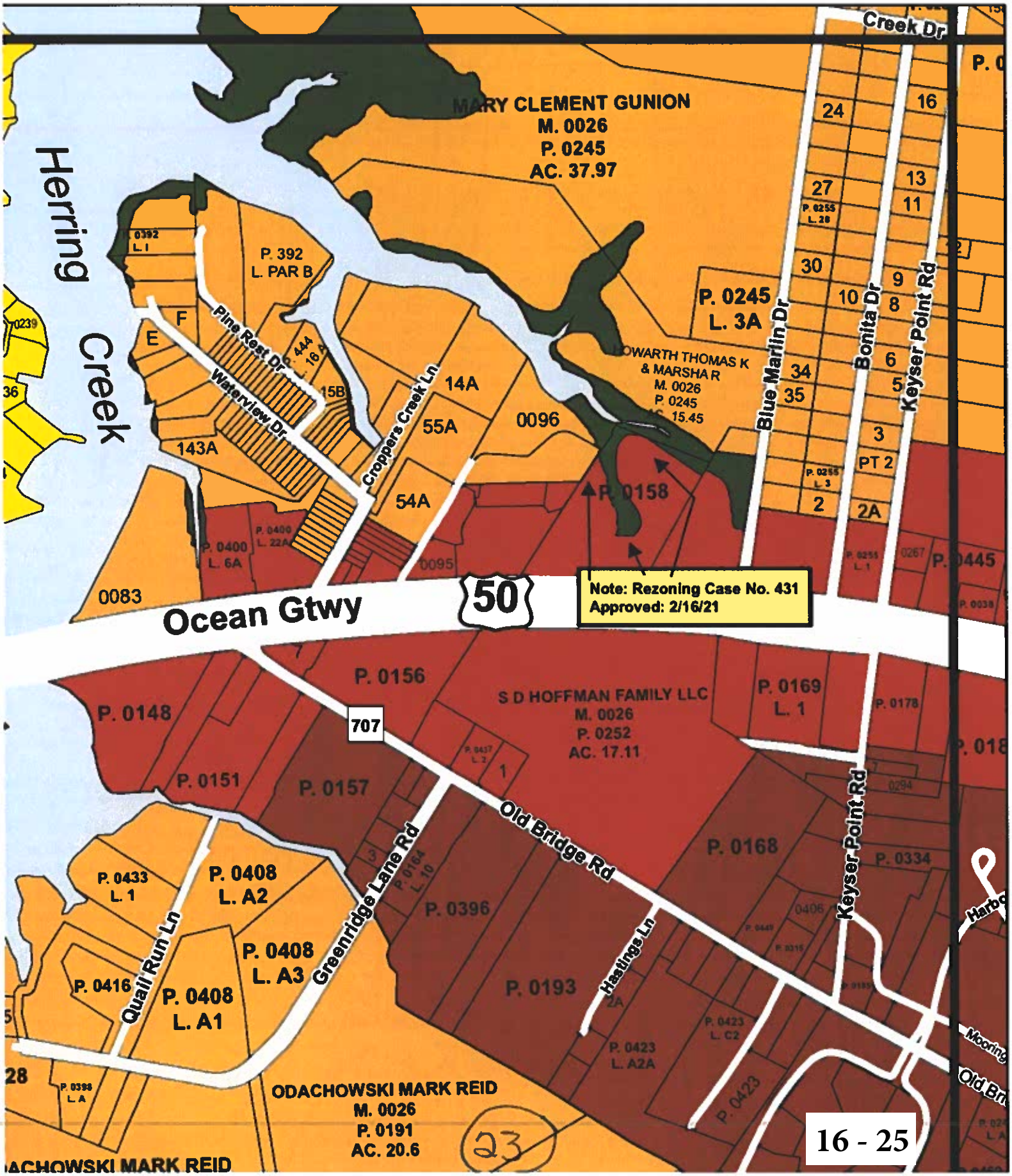
in the November 3, 2009 Comprehensive Rezoning. The frontage of this property should have been zoned C-2, General Commercial District.

There have also been substantial changes to the character of the neighborhood, which will be described at the hearing.

Respectfully submitted,

Hugh Cropper IV
Attorney for Jeffrey D. Pruitt and
Dawn M. Pruitt, Owners

2


Creek Dr
MARY CLEMENT GUNION
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P. 392
L. PAR B
Pine Rest Dr
Waterview Dr
Croppers Creek Ln
14A
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55A
0096
143A
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P. 0245
L. 3A
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& MARSHA R
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2A
P. 0158
P. 0400
L. 6A
0083
Ocean Gtwy
50
Note: Rezoning Case No. 431
Approved: 2/16/21
P. 0156
P. 0148
707
S D HOFFMAN FAMILY LLC
M. 0026
P. 0252
AC. 17.11
P. 0169
L. 1
P. 0151
P. 0157
Old Bridge Rd
Greenridge Lane Rd
P. 0168
P. 0334
Keyser Point Rd
P. 0433
L. 1
P. 0408
L. A2
P. 0408
L. A3
P. 0396
P. 0193
Hastings Ln
Quail Run Ln
P. 0416
P. 0408
L. A1
P. 0423
L. C2
P. 0423
L. A2A
ODACHOWSKI MARK REID
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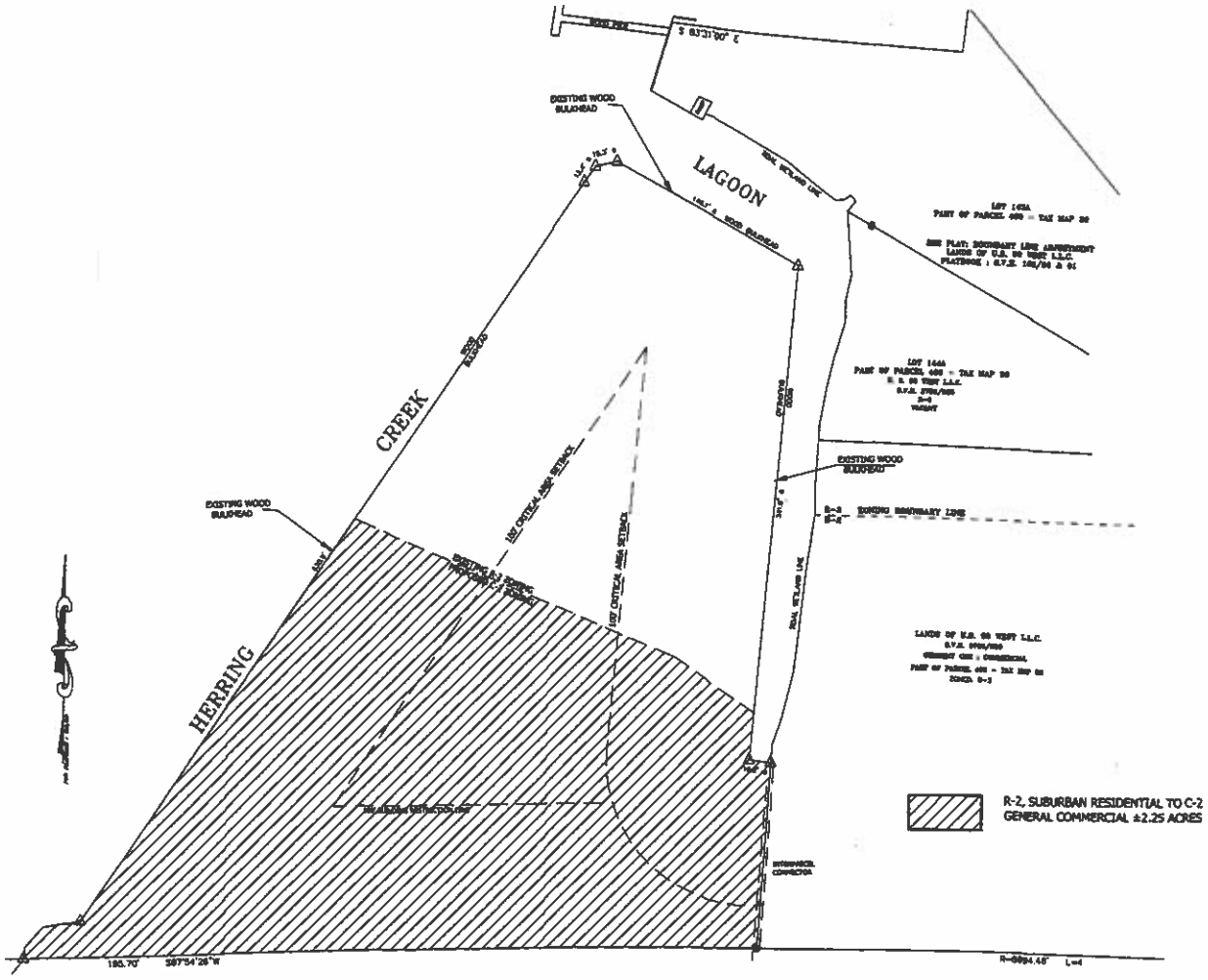


SITE DATA

PARCEL DESCRIPTION

TAX MAP 26, PARCEL 83
WEST OCEAN CITY
WORCESTER COUNTY, MARYLAND

ZONING/CRITICAL AREA

R-2, SUBURBAN RESIDENTIAL
IDA, INTENSELY DEVELOPED CRITICLE AREA DESIGNATION

SITE AREA

± 3.79 ACRES

24

ZONING EXHIBIT
TAX MAP 26, PARCEL 83
WORCESTER COUNTY, MARYLAND

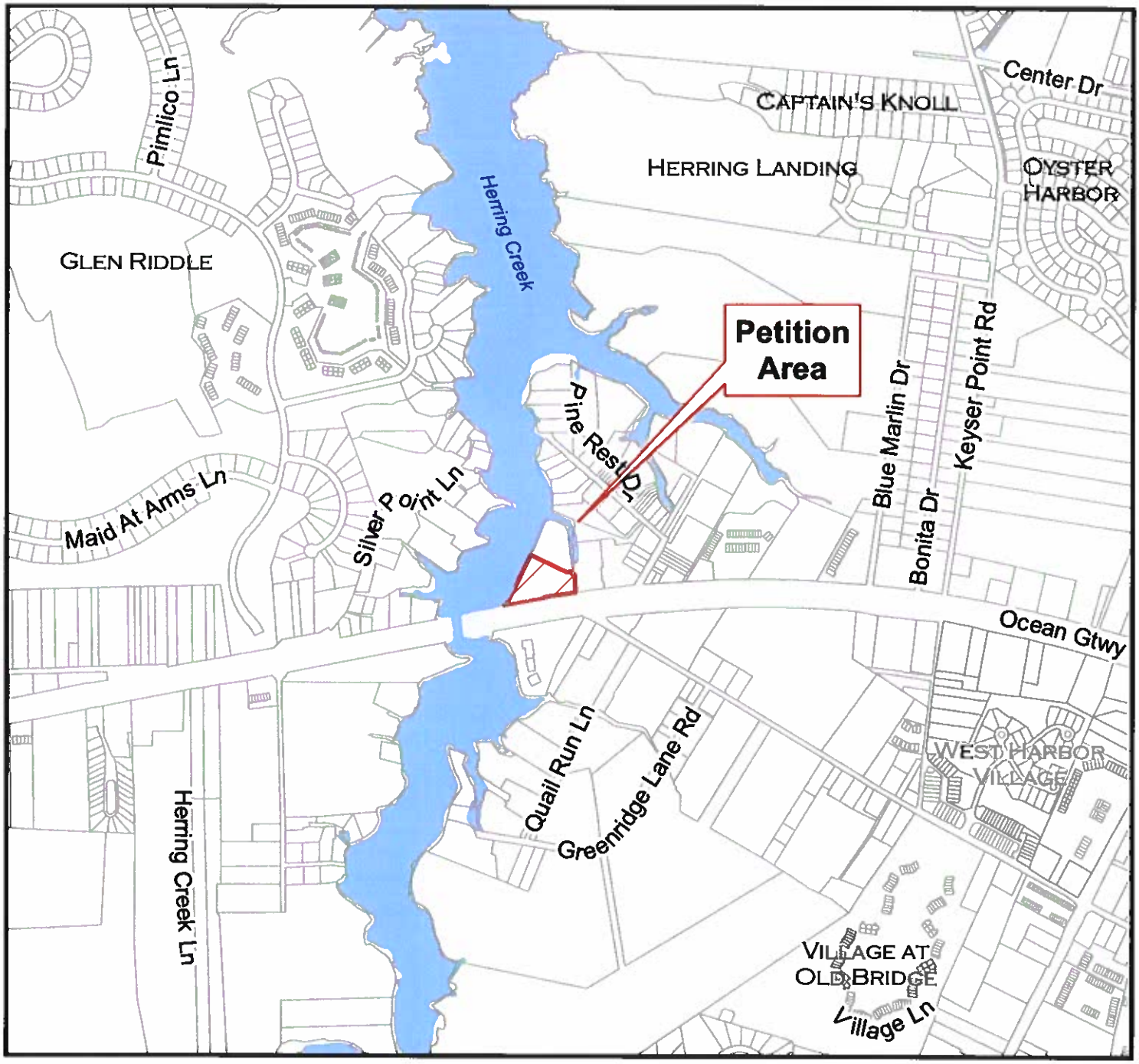
R.D. HAND AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE, SITE PLANNING AND FEASIBILITY
12302 COLLEGE ROAD BERLINVILLE, MD. 21813 410-352-5625

SHEET
Z-1

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 500 1,000
Feet

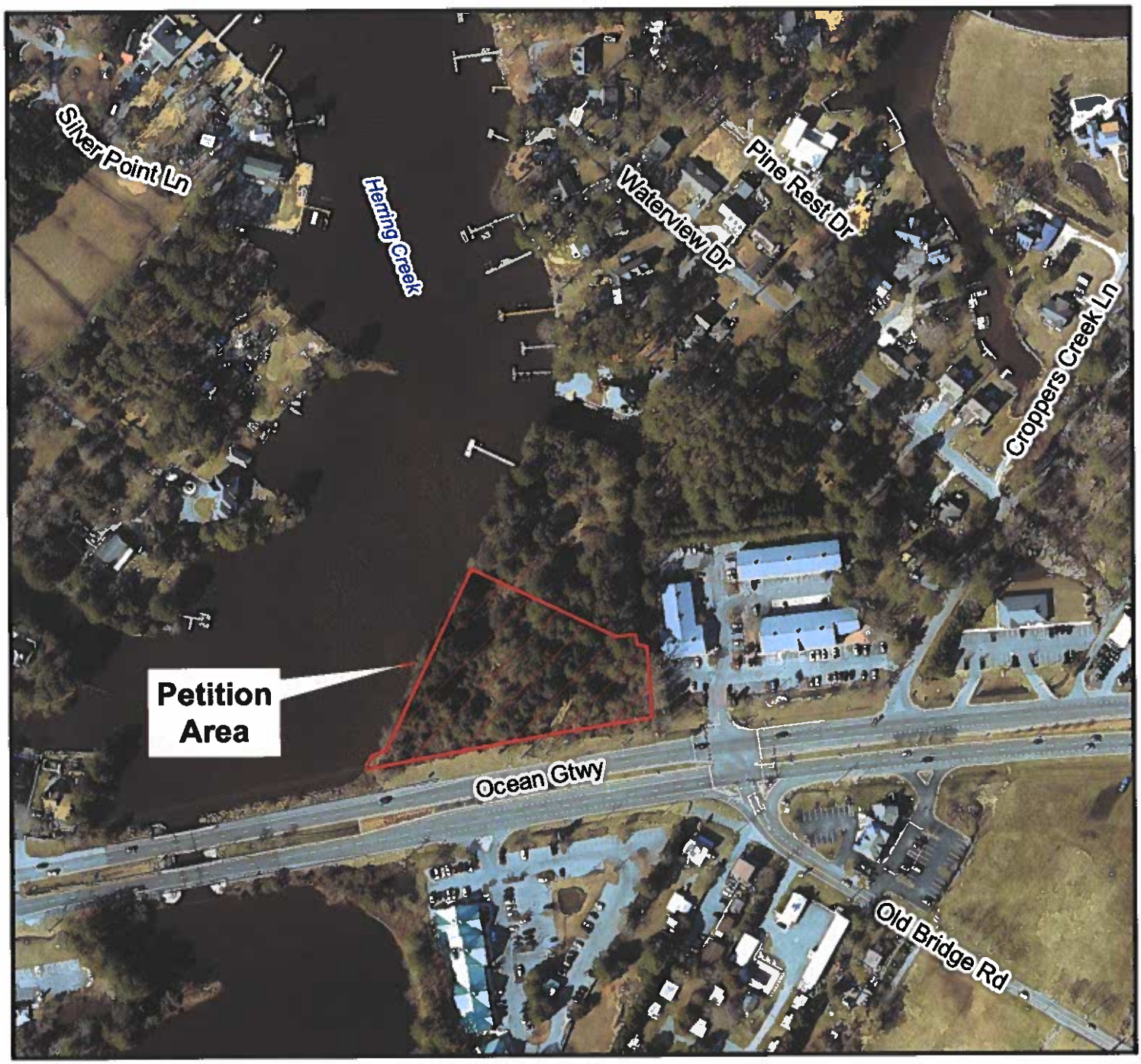
Source: Worcester County GIS Data Layers
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

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Feet

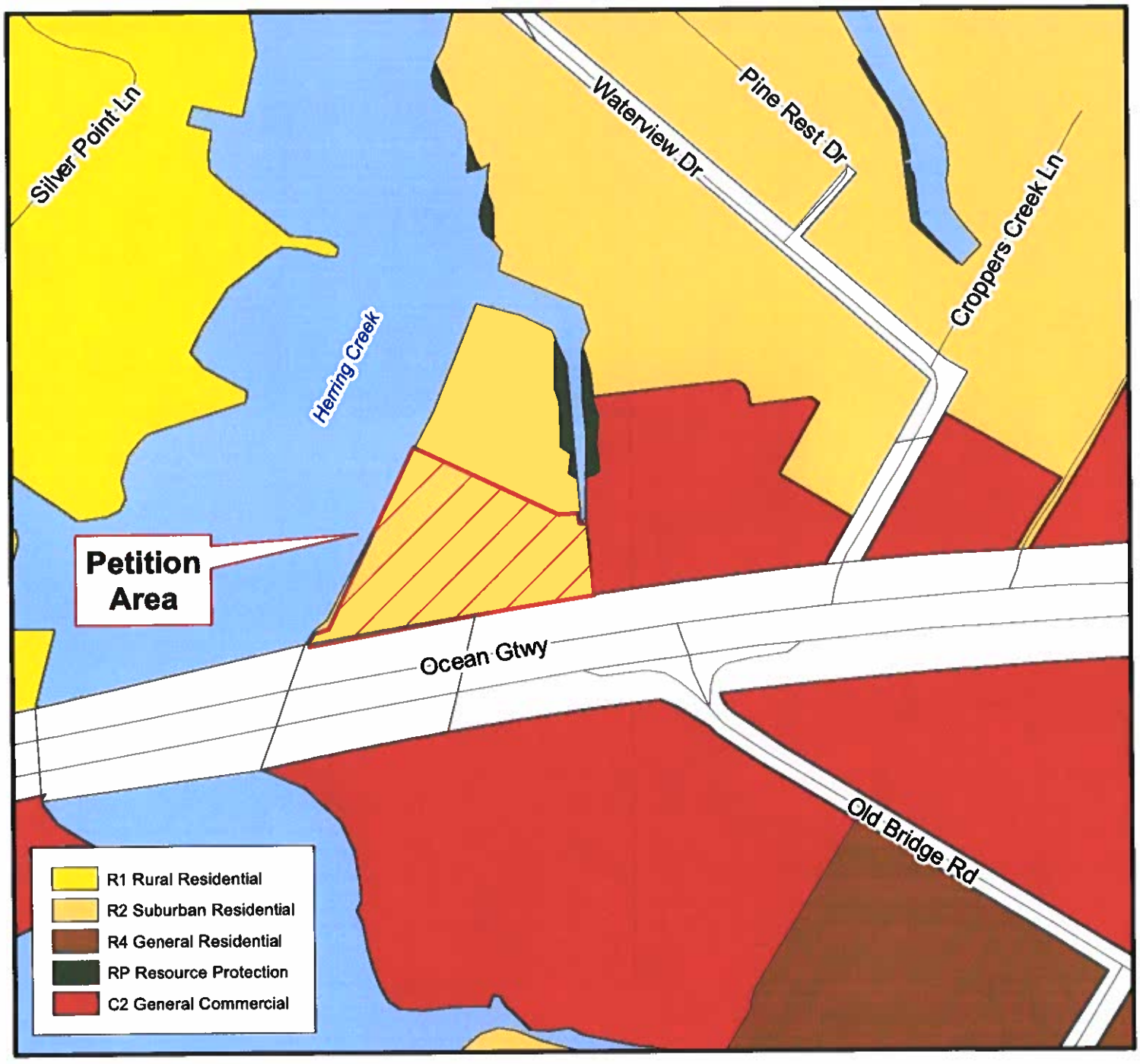
Source: Worcester County GIS Data Layers, 2019 Aerial Imagery
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

ZONING MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

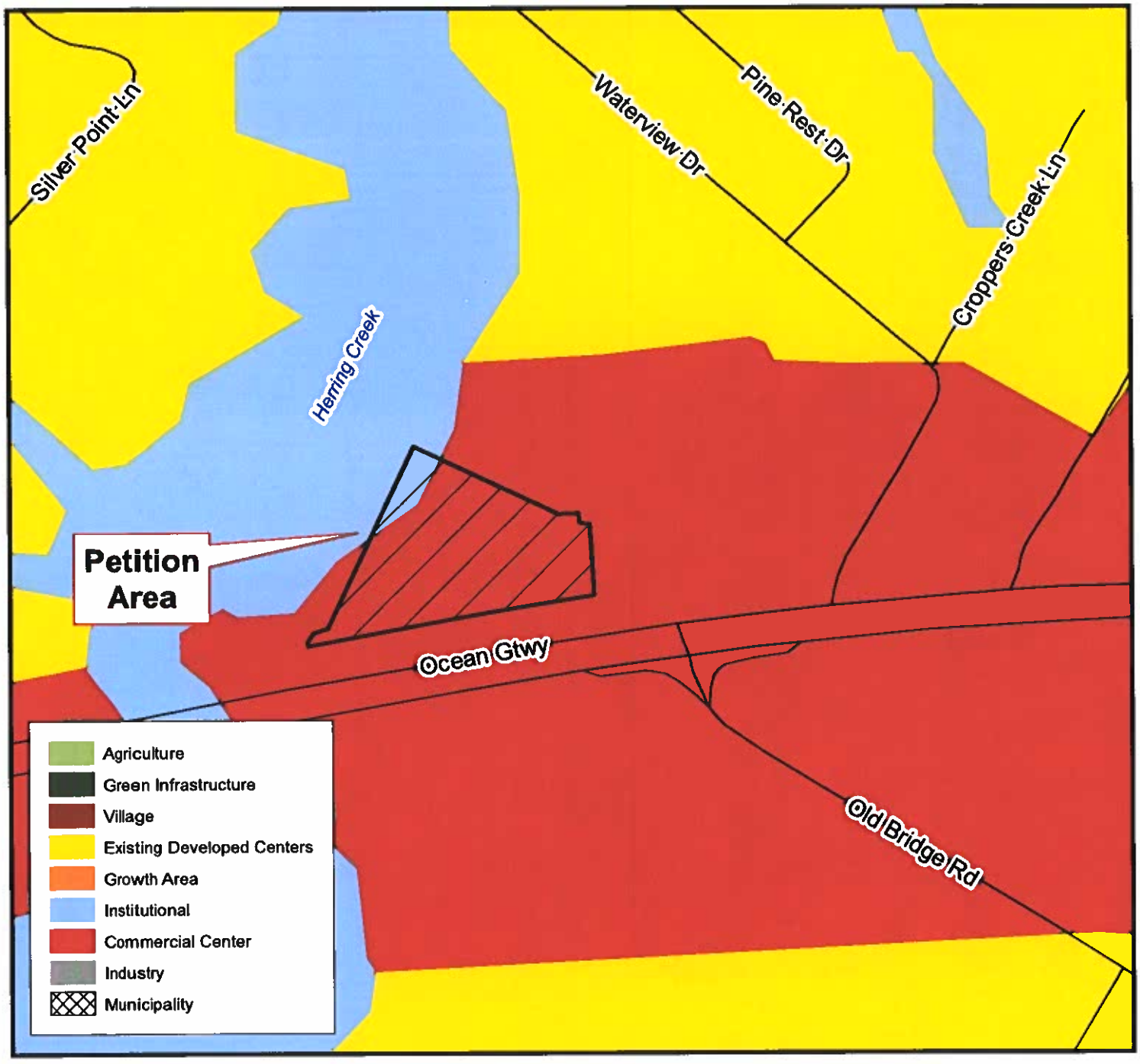
Drawn By: KLH Reviewed By: GP

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

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

LAND USE MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

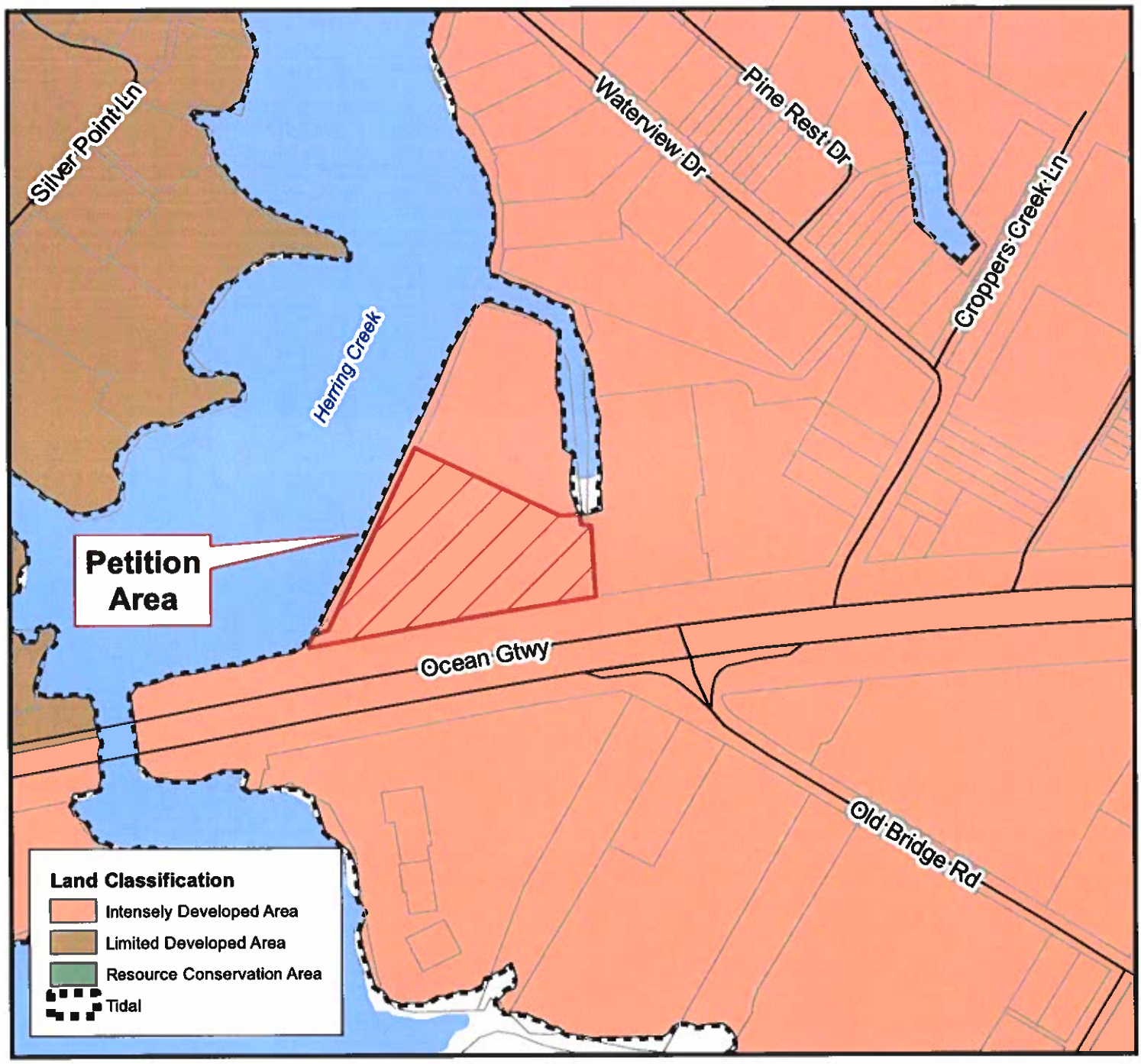
Source: Worcester County GIS Data Layers, 2006 Official Land Use Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

CRITICAL AREA MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

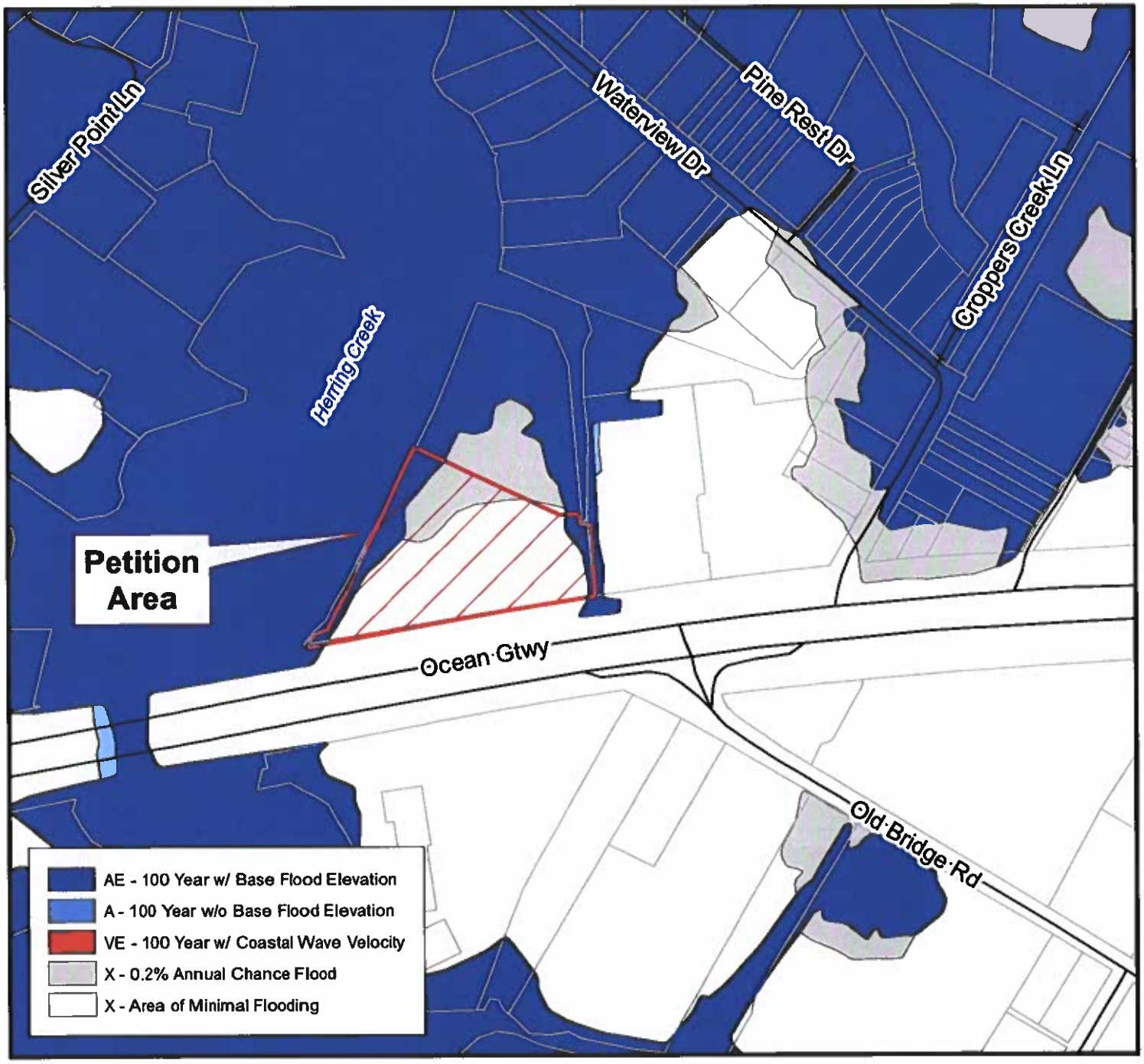
Source: Worcester County GIS Data Layers, Maryland Coastal Bay - Critical Area Plan
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

FLOODPLAIN MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

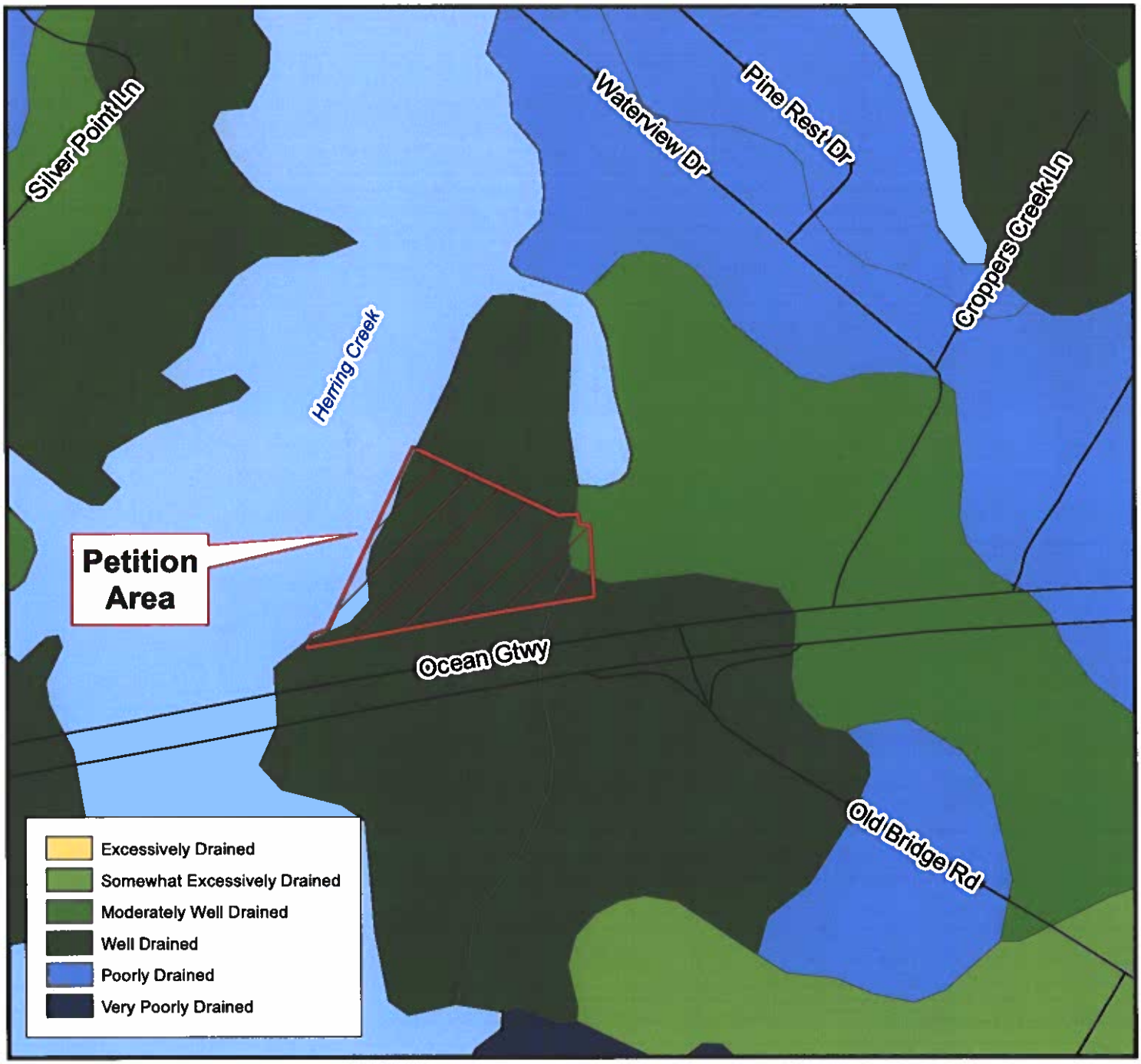
Source: Worcester County GIS Data Layers, 2015 FEMA Flood Rate Map
This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

Source: Worcester County GIS Data Layers, 2007 Soil Survey
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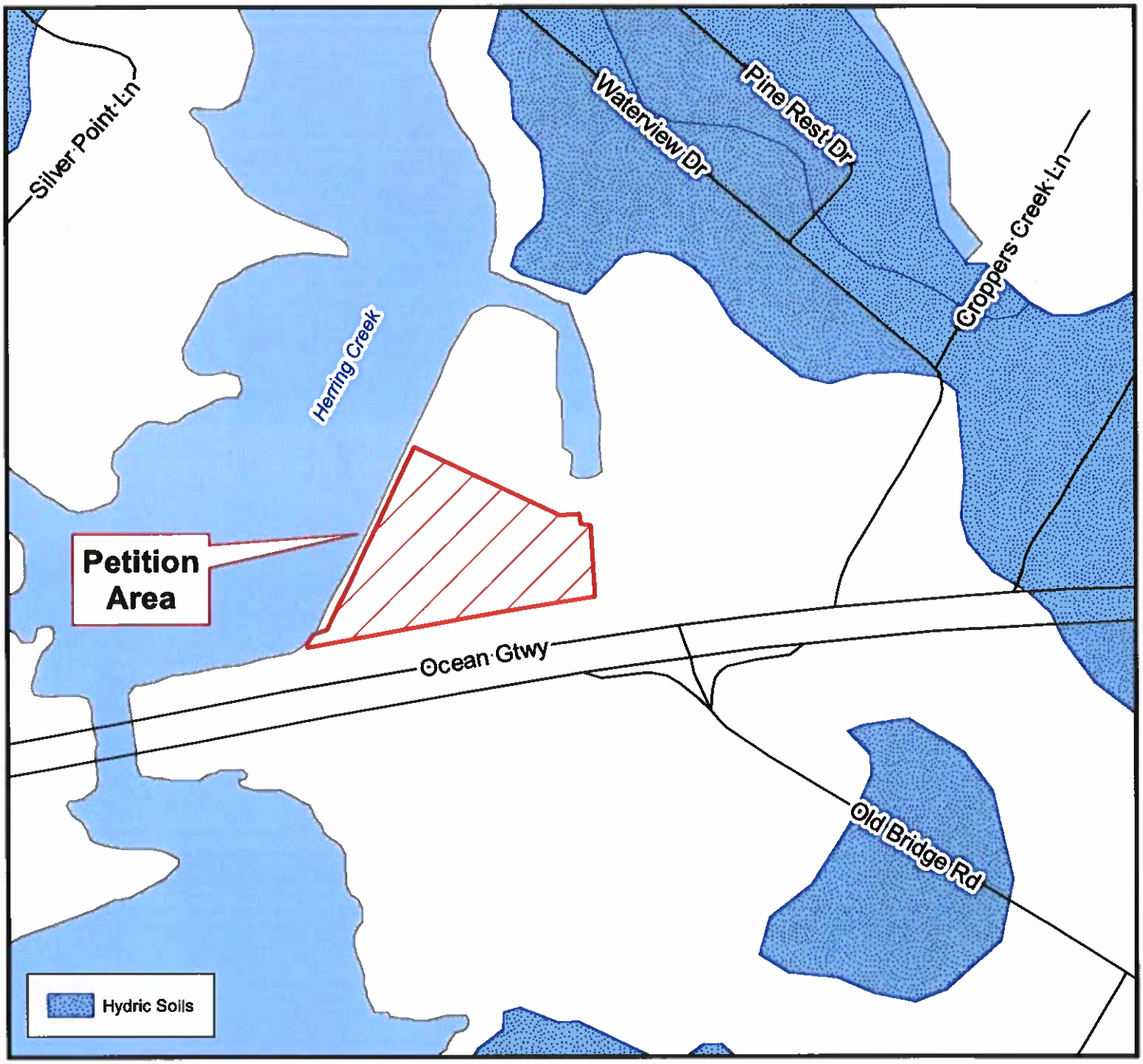
Drawn By: KLH Reviewed By: GP

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

HYDRIC SOILS MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

Source: Worcester County GIS Data Layers, 2007 Soil Survey
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Drawn By: KLH Reviewed By: GP

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: Gary Pusey, Deputy Director, DDRP

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

Subject: **EP Staff Comments on Rezoning Case No. 437**
Worcester County Tax Map 26, Parcel 83
Reclassify approximately 2.19 acres out of a parcel of 4.5 acres
From RP Resource Protection District to R-21 to C-2 Estate District

Date: 7/15/22

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

The Department of Environmental Programs has the following comments:

1. This property has a Commercial Center land use designation in the Land Use Map in the Worcester County Comprehensive Plan (*Comprehensive Plan),* as do properties to the east and south. Residential properties to the north of the subject parcel carry an Existing Developed land use designation. The property is bordered by Herring Creek to the west.
2. The existing property is not connected to public sewer and/or water at this time and is unimproved. The subject property has a designation for a Sewer Service Planning Category of S-1/(Immediate to two years) in the *Master Water and Sewerage Plan.* It has an existing allocation of one (1) sewer EDU from the West Ocean City Sanitary Service Area.
3. This proposed rezoning is located within the Atlantic Coastal Bays Critical Area (ACBCA). The parcel is designated as an Intensely Developed Area (IDA) and has an associated 100 ft Buffer from the mean high water line of tidal waters, the edge of bank of tributary streams, and the landward extent of tidal wetlands. Any areas within the Buffer shall be maintained in natural vegetation. IDAs are areas where residential, commercial, institutional, and/or industrial uses predominate and where relatively little natural habitat occurs or remains.
4. It should be noted that disturbance within the 100 ft buffer cannot be authorized unless approval is granted by the Board of Zoning Appeals (BZA).
5. A field delineation of all environmental features, including, but not limited to, buffers, non-tidal wetlands, and tidal wetlands, will be required prior to our NR division being able to provide any plan approvals. This

will assist in determining if future development will need to meet the requirements of the ACBCA that are in place at the time of construction.

6. All re-zonings located wholly or partially with the Critical Area require notification to the Critical Area Commission for comment and those comments are attached.

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

Attachment

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor

Charles C. Deegan
Chairman
Katherine Charbonneau
Executive Director

STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS
1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
dnr.maryland.gov/criticalarea/

June 29, 2022

Ms. Jenelle Gerthoffer
Natural Resources Administrator
Worcester County Department of Environmental Programs
One West Market Street – Room 1306
Snow Hill, Maryland 21863

Re: Rezoning Application – Pruitt
12301 Ocean Gateway, Ocean City
Tax Map 26 Parcel 83

Dear Ms. Gerthoffer:

Thank you for forwarding the above referenced application for review and comment. The applicant is seeking to reclassify approximately 2.19 acres of a 4.5-acre parcel from R-2 Suburban Residential to C-2 General Commercial on the basis that the portion of the property along Rt. 50 should have originally been zoned as General Commercial District. The entirety of the property is in an Intensely Developed Area (IDA).

Provided that the County can determine that the rezoning request meets the requirements for reclassification on the basis of a mistake, we do not oppose this request. The C-2 zone is consistent with permitted uses in the IDA.

Thank you for the opportunity to comment. Please contact me if you have any questions or concerns at (410) 260-3482 or via email at claudia.jones@maryland.gov.

Sincerely,

M. Claudia Jones

M. Claudia Jones
Science Advisor

WC 226-22

TTY Users (800) 735-2258 Via Maryland Relay Service

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

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
Richie Bowers, Fire Chief, Ocean City Volunteer Fire Department

FROM: Gary Pusey, Deputy Director GP

DATE: June 15, 2022

RE: Rezoning Case No. 437 – Jeffery and Dawn Pruitt, Property Owners and Hugh Cropper, IV, Attorney - North Side of U.S. Rte. 50, adjacent to Herring Creek

****

The Worcester County Planning Commission is tentatively scheduled to review the above referenced rezoning application on August 4, 2022. This application seeks to rezone approximately 2.19 acres of a larger 4.5 acre parcel on U.S. Rte. 50 adjacent to Herring Creek, shown on Tax Map 26, Parcel 83, from R-2 Suburban Residential District to C-2 General Commercial District. The portion proposed for rezoning is the front part of the property, adjacent to U.S. Rte. 50. Uses allowed in the C-2 District

include, but are not limited to, motels/hotels, retail and service establishments, contractor shops, wholesale establishments, warehousing, storage, vehicle sales and service establishments, outdoor commercial recreational establishments, etc.

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

The Planning Commission would appreciate any comments you or your designee might offer with regard to the effect that this application and potential subsequent development of the site may have on plans, facilities, or services for which your agency is responsible ***by JULY 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.***

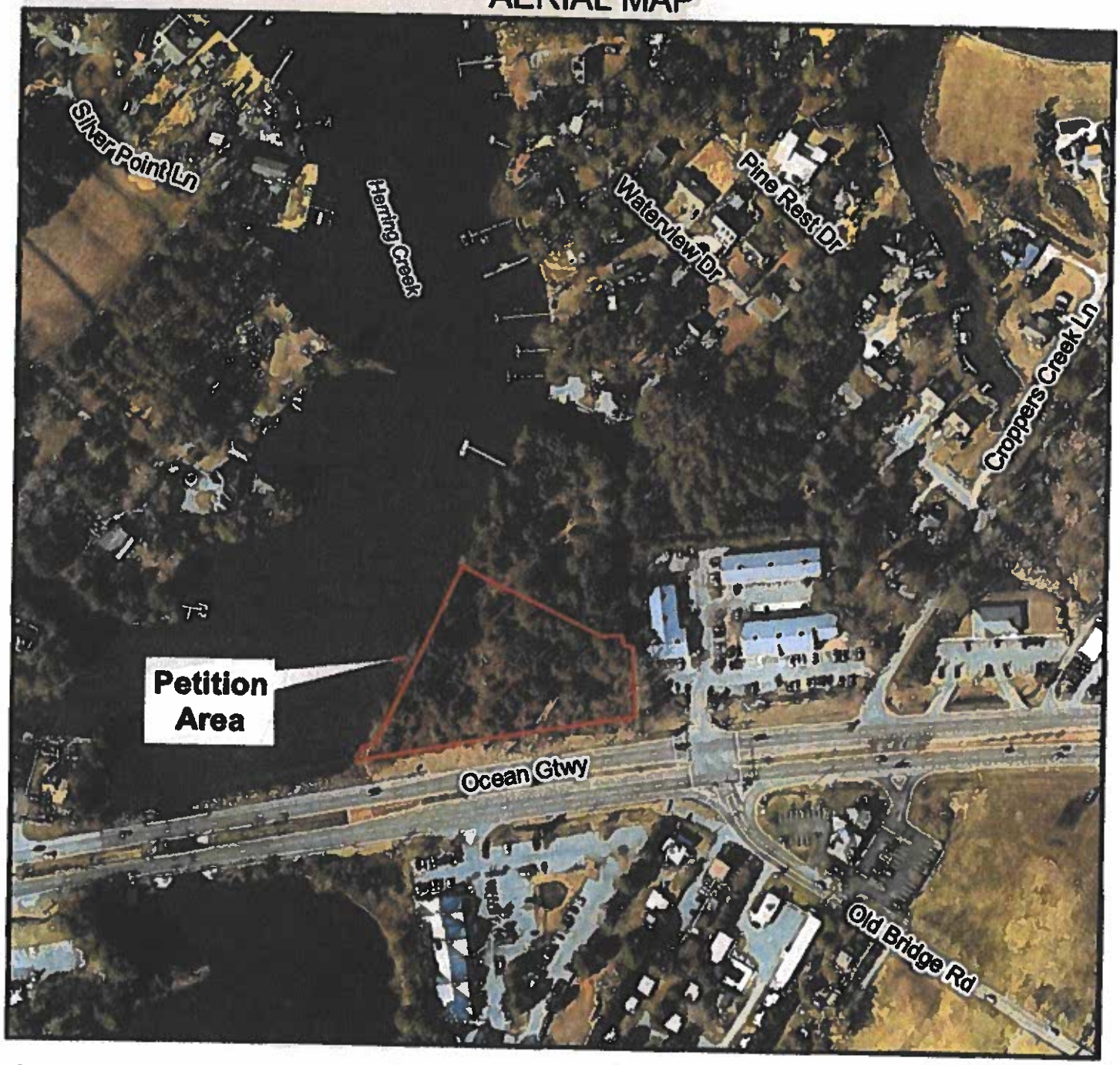
If you have any questions or require further information, please do not hesitate to call this office or email me at gpusey@co.worcester.md.us. On behalf of the Planning Commission, thank you for your attention to this matter.

Attachments

WORCESTER COUNTY, MARYLAND

REZONING CASE NO. 437
R-2 Suburban Residential District to C-2 General Commercial District
Tax Map: 26, Parcel 83

AERIAL MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING
Technical Services Division - Prepared June 2022

0 150 300
Feet

Source: Worcester County GIS Data Layers, 2019 Aerial Imagery
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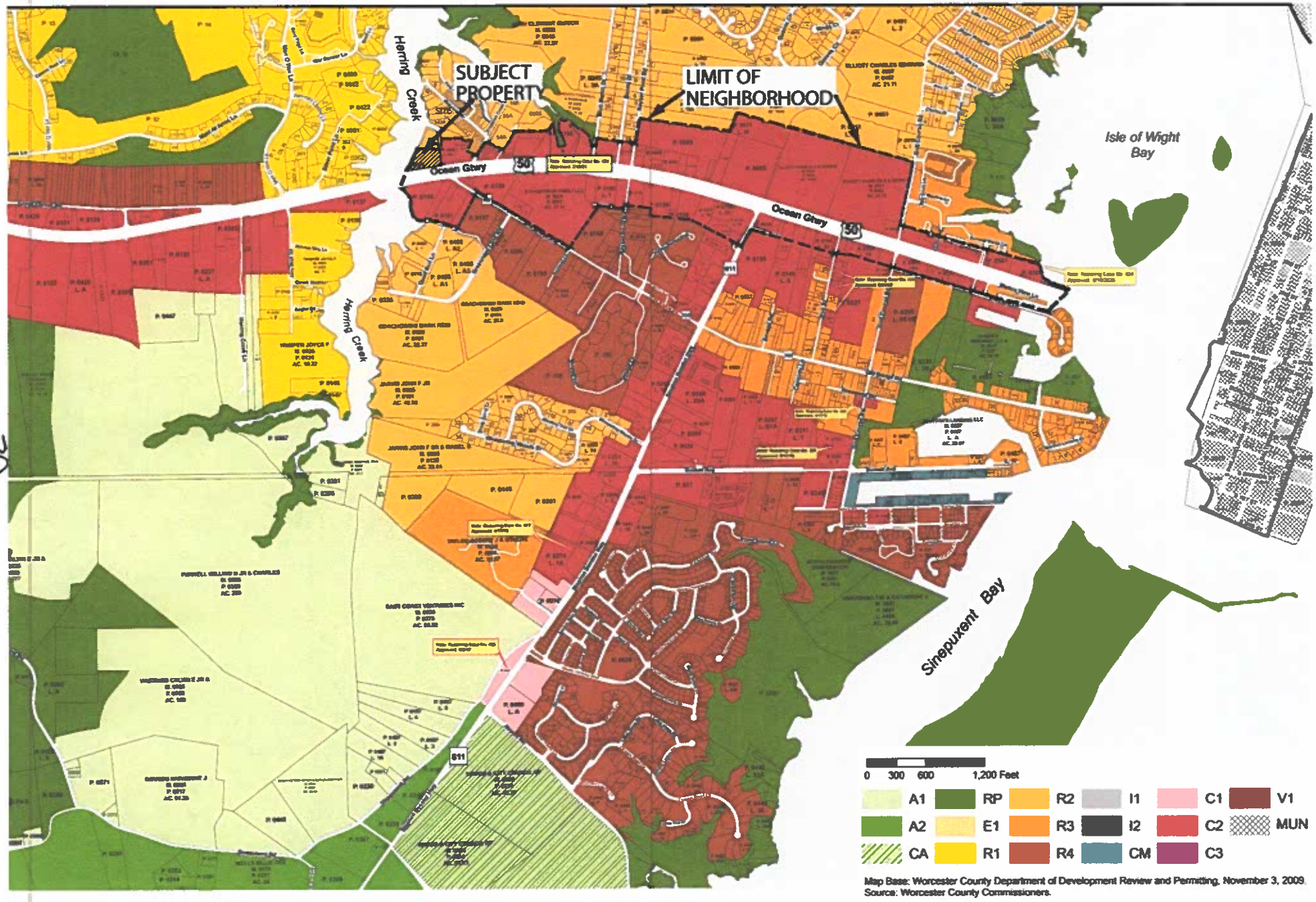
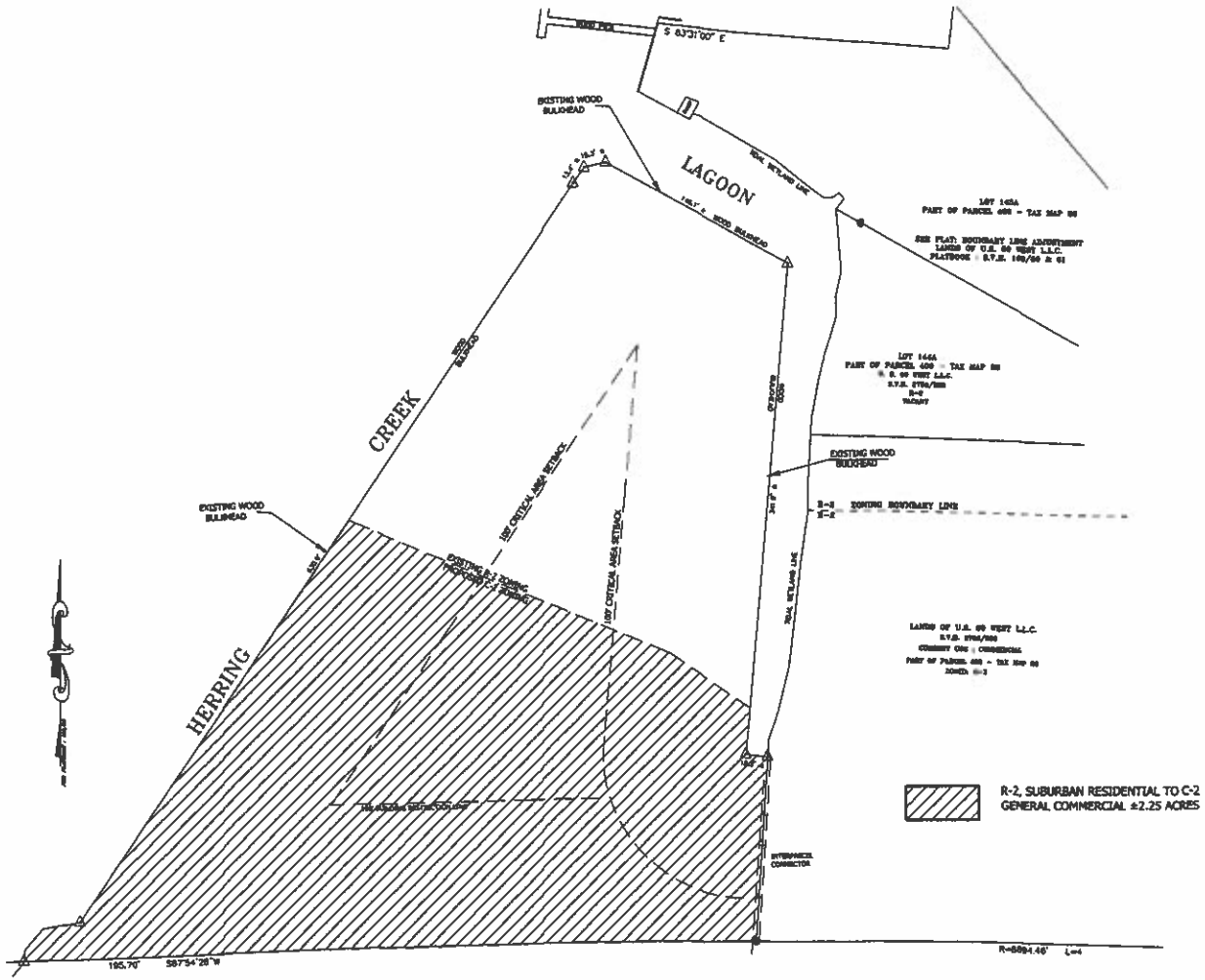
Drawn By: KLH Reviewed By: GP


SUBJECT PROPERTY
LIMIT OF NEIGHBORHOOD
Herring Creek
Ocean Gtwy
50
Isle of Wight Bay
Sinepuxent Bay
611
0 300 600 1,200 Feet
A1
A2
CA
RP
E1
R1
R2
R3
R4
I1
I2
CM
C1
C2
C3
V1
MUN
Map Base: Worcester County Department of Development Review and Permitting, November 3, 2009.
Source: Worcester County Commissioners.

39



SITE DATA

PARCEL DESCRIPTION

TAX MAP 26, PARCEL 83
WEST OCEAN CITY
WORCESTER COUNTY, MARYLAND

ZONING/CRITICAL AREA

R-2, SUBURBAN RESIDENTIAL
IDA, INTENSELY DEVELOPED CRITICLE AREA DESIGNATION

SITE AREA

± 3.79 ACRES

ZONING EXHIBIT
TAX MAP 26, PARCEL 83
WORCESTER COUNTY, MARYLAND

40

R.D. HAND AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE, SITE PLANNING AND FEASIBILITY
12302 COLLINS ROAD BISHOPVILLE, MD. 21813 410-352-5623

DATE 2/17/2022
REV.DATE 2/17/2022
DRAWN BY
CHK'D BY R.D.HAND
DRAWING Z-1
SCALE 1"=100'

SHEET
Z-1

As population increases, the natural features that attract visitors and new residents are threatened. The natural infrastructure, such as safe drinking water, clean air, scenic vistas, local wildlife and prime agricultural land, can be ruined by over-use. These assets once degraded, are expensive to restore, if they can be restored at all. The Chesapeake Bay restoration serves as an example, with millions of federal, state and local tax dollars being spent to correct past damage.

Because human activity affects or displaces natural systems, the impact of human needs and desires on natural functions must be monitored. For example, wetlands are especially sensitive due to the difficulty in recreating their functions, or the need to keep a "critical mass" of certain habitats to prevent permanent loss of wildlife. Such areas are examples of candidates for preservation.

Worcester County has considerable remaining growth potential. This growth can occur in a way that maximizes both economic and natural benefits minimizing future environmental repair costs. This chapter presents a strategy balancing human activities with sustainable environmental health.

Goal, Objectives, and Recommendations

Goal

Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources:

- Clean air
- Clean surface and groundwater
- Beaches
- Stream corridors
- Forests
- Threatened and endangered species
- Productive soils
- Tidal and nontidal wetlands
- Floodplains
- Biological diversity
- Fisheries and their nurseries
- Steep slopes

Protecting these resources will preserve and improve the county's quality of life.

Objectives

1. Use a systems approach to environmental planning addressing pollution at or close to its source and use sustainable development techniques
2. Instill environmental stewardship as an universal ethic
3. Identify and protect environmentally sensitive areas
4. Restore and/or enhance natural resource functions where possible
5. Reduce imperviousness of existing and new development
6. Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list
7. Meet the Total Maximum Daily Load (TMDL) standards
8. Conserve resources by reducing unnecessary consumption
9. Channel development within a particular site to any existing disturbed areas if possible
10. Establish sufficient buffers for sensitive areas

Chapter Four: **Economy**

Introduction

The resort industry, construction/real estate/finance, the public sector and agriculture are the county's largest employers. These sectors employ 80 percent of the workforce. Each of these industries relies on the county's natural resources and its rural and coastal character for their success. For this reason, growth and economic development must be done so it does not compromise these characteristics. Simply put--we must not kill the goose laying the golden eggs.

Year-round and seasonal population growth has provided a growing market for the county's businesses. For the future, it is expected that the service industries will continue to lead the economy. Economic development efforts should focus on nurturing existing local industries and encouraging higher wage industries to locate in the county.

This chapter provides a goal, objectives and a series of recommendations for the county's economy.

Goal, Objectives and Recommendations

Goal

Expand Worcester County's economy so that it will realize its full potential for employment, business, tourism, light industry, agriculture, forestry, and commercial services without compromising the county's rural and coastal character and its sustainability.

Objectives

To implement the above goal, the objectives below are adopted:

General

1. Raise the county's median income to the state's level by increasing higher paying year-round employment; low-wage jobs[43] are not considered appropriate economic development.
2. Diversify the economic base by extending the tourist season and by encouraging growth of existing and new employers
3. Increase employment opportunities to stem the export of talented young workers
4. Match vocational education with anticipated skilled employment demand
5. Review vocational education's centralized approach to determine if decentralizing facilities would improve the system
6. Help existing employers to expand the economy and employment base
7. Reduce unemployment
8. Work with the towns to support their economic development efforts
9. Provide for and support development of facilities to accommodate the county's aging population

Tourism

1. Support the traditional resort industry while diversifying this offering with a broader range of high caliber recreational/cultural facilities
2. Encourage the development of sports, cultural or other large attractions to reinforce the county's traditional attractions

[43] County economic development efforts seek jobs paying $12 or more per hour as an acceptable wage.

US 50 to the Delaware and Maryland resorts. Federal planning funds have been secured and Maryland has placed dualization planning in its Transportation Management Plan. Delaware will need to improve its portion of this road to complete the upgrade.

Regional access from the south comes from Virginia via US 13. Again, existing and planned commercial use on this road has and will reduce its capacity. Traffic signal frequency has increased and the level of service declined. Regional planning efforts have been initiated to explore this issue further with Virginia. Within Worcester County, to prevent unnecessary capacity impacts to US 13, it will be important to locate commercial development and to provide adequate service roads and access controls.

MD 12, the major east-west link for the southern county, begins in Salisbury, passes through Snow Hill and joins Virginia Route 679 at the state line. Traffic volumes are currently within the acceptable range and should be monitored as conditions change.

Mass Transit

Two public and one private bus (Trailways) systems provide mass transit. Ocean City provides convenient bus service within town limits during the summer season. Shuttle service to the West Ocean City "Park and Ride" links the town's system to the regional bus system. Ocean City's system has dramatically reduced traffic volumes. Average daily traffic has declined by 28 percent from 1990 to 2003.

"Worcester Ride", the county's bus system, was consolidated into the Tri-County regional bus system in 2004. This improved efficiency and service by reducing duplicate facilities and services. The regional bus system links workers throughout the Tri-County region with employment centers. Annual Ridership has grown from about 25,000 in 1996-97 to nearly 170,000 in 2003-04, a six-fold increase.

Air Travel

Commercial air traffic is split between the Salisbury-Ocean City-Wicomico Regional Airport and the Ocean City Airport. The former has provided service to Baltimore, Philadelphia, and Charlotte; but is now seeking a carrier to Baltimore.

The Ocean City Airport is scheduled to begin daily flights to Baltimore-Washington International Airport (BWI). This airport also houses sky tour, parachute, and banner (advertising) uses. These operations along with airport service and product sales provide 27 jobs and $1,983,000 in annual revenue.[67]

Transportation and Land Use

Transportation infrastructure relates directly to the nature and pattern of land use. Development intensity affects the number of vehicle trips while its pattern influences trip length. Reducing the number and length of trips will decrease both air pollution and congestion. This can be achieved through mixed use development and locating work and living areas close to one another. Mixed-use development places commercial uses providing daily needs within walking/biking distance and employment close to home.

Planned growth areas will each need detailed study for transportation

[67] Jesse Houston; Planning Director; Ocean City, Maryland; Personal Communication, August 15, 2005.

Administration

LOUIS H. TAYLOR
Superintendent of Schools

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

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

VINCENT E. TOLBERT, CPA
Chief Financial Officer

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

WORCESTER
COUNTY PUBLIC SCHOOLS

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

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JON M. ANDES, Ed.D.

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WILLIAM L. GORDY

NATHANIEL J. PASSWATERS

DONALD C. SMACK, SR.

September 16, 2022

Mr. Joseph M. Mitrecic
Worcester County Commissioners
Worcester County Government
One W. Market Street, Room 1103
Snow Hill, Maryland 21863-1195

Dear President Mitrecic:

As we shared with the County Commissioners last fall, the running tracks at two of our schools, Pocomoke and Stephen Decatur High School, need to be replaced. Aging, degradation by UV light and other factors have led to the need for the replacements. If left unaddressed these factors could pose safety concerns in the future. Also, prices continue to rise and we would like to lock in pricing for these two projects as soon as possible. The latest estimated pricing as of two weeks ago to complete both projects was $391,000.

The Board respectfully requests the County Commissioner's approval to utilize our FY22 budget surplus to fund these track replacements. Any additional FY22 budget surplus would be applied to OPEB. We deeply appreciate your continued support of the Worcester County Public School System. Should you have any questions or concerns, please contact me.

Sincerely,

Louis H. Taylor
Superintendent of Schools

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

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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

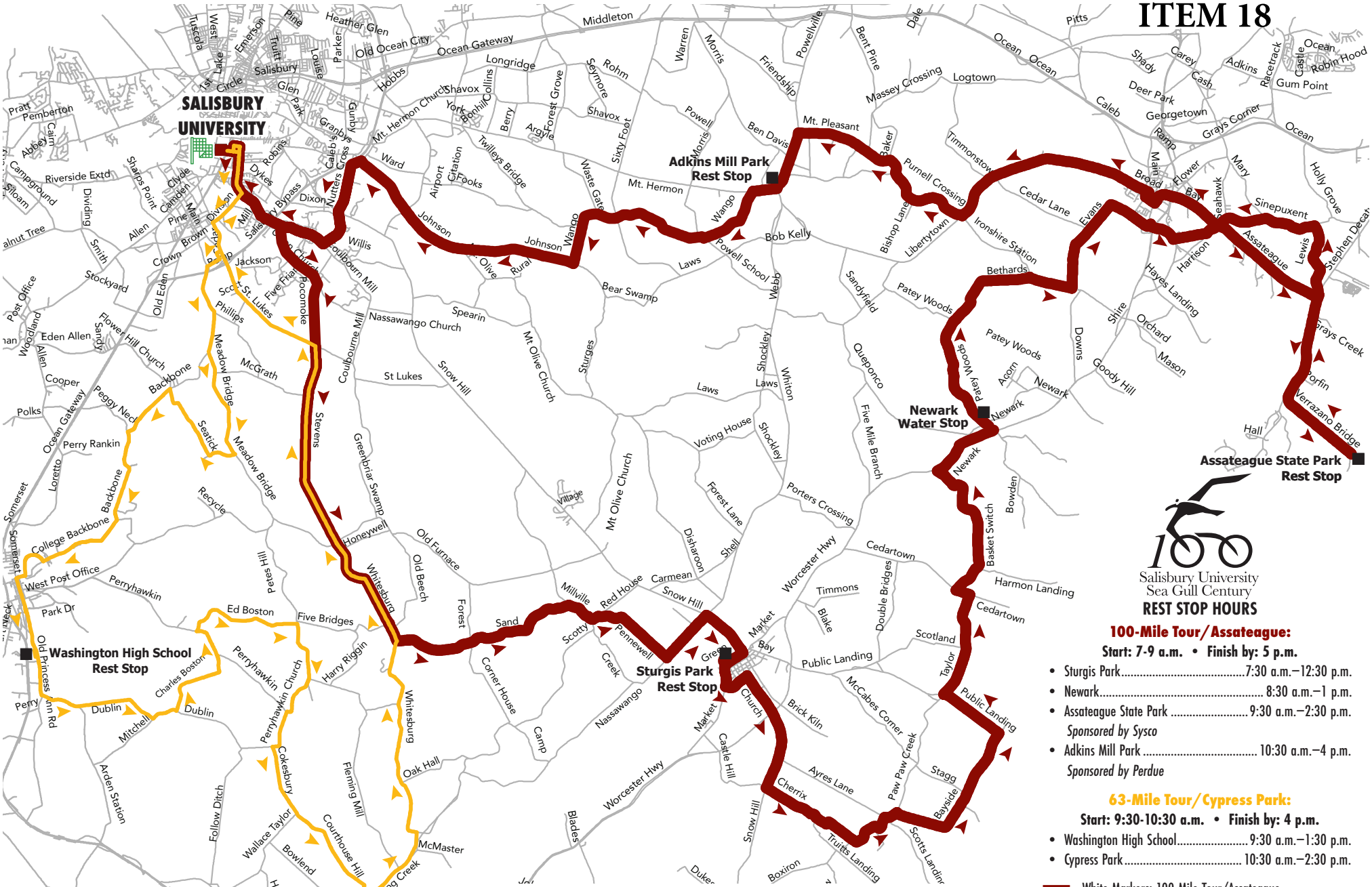
Re: 2022 Sea Gull Century Tour (October 8th 2022)

Date: September 16, 2022

The Department of Emergency Services has been actively working with Chiefs from Pocomoke, Snow Hill, Newark, and Berlin Fire and EMS companies regarding the need for upstaffing for the upcoming Sea Gull Century Tour which will be held on October 8th 2022 from 7am until 5pm and consists of two course options a 63-mile or a separate 100-mile course. The event is capped at 5,000 cyclists, at this time 4,600 have preregistered. The courses span between Wicomico and Worcester Counties with majority of the courses being within Worcester County Fire and EMS districts for the 4 Volunteer companies addressed above.

DES Staff have performed a review of prior year tour related activity and impacts and have worked closely with all involved Fire and EMS companies to assess the upstaffing needs for this event. The companies then produced a detailed quote for this event which was approximately $20,000. We then met with members of The SU Foundation, Inc to present the cost. The Foundation and Companies have been communicating with each other regarding the costs and impacts.

DES staff is available to answer any questions at this time.



Salisbury University Sea Gull Century

REST STOP HOURS

100-Mile Tour/Assateague:

Start: 7-9 a.m. • Finish by: 5 p.m.

- Sturgis Park.....7:30 a.m.–12:30 p.m.
- Newark.....8:30 a.m.–1 p.m.
- Assateague State Park .....9:30 a.m.–2:30 p.m.
  Sponsored by Sysco
- Adkins Mill Park .....10:30 a.m.–4 p.m.
  Sponsored by Perdue

63-Mile Tour/Cypress Park:

Start: 9:30-10:30 a.m. • Finish by: 4 p.m.

- Washington High School.....9:30 a.m.–1:30 p.m.
- Cypress Park.....10:30 a.m.–2:30 p.m.

White Markers: 100-Mile Tour/Assateague

Yellow Markers: 63-Mile Tour/Cypress Park

Fishline festivities! Grab your post-tour treat at the Lawn Party entrance

SGC New Road Markers Design

CHECK OUT WEBSITE FOR TOUR UPDATES.

NEW for 2022:

- *Road markings are with arrow & SGC*
- *Start Time Has CHANGED*
- *Rest Stop TIMES Have CHANGED*
- *Download ridewithgps to view turn-by-turn*